

Personal Information (Company Authorized Representative)

Title: Mr. Ms. Mrs. Prefer not to say Date: _____
 First Name: _____ Middle Name: _____ Last Name: _____

Business Information

Business Name: _____ Industry: _____
(Company)
 Business T.I.N.: _____ Mobile No.: _____ Landline No.: _____
(For sole proprietor or if business TIN not available, please indicate your own TIN)
 E-mail Add: _____

Electronic Bill Information

The electronic Statement of Account and other notices via email and SMS shall apply the same legal effects, validity and enforceability.

Primary E-mail Address: 1. _____ Primary Mobile No.: _____
 Secondary E-mail Address: 2. _____ Secondary Mobile No.: _____

*For any changes on the information mentioned above, kindly visit us at <https://account-update.convergeict.com> "For ways of payment, kindly visit our website - www.convergeict.com"

Service Address

Room No. /Floor: _____ Compound/Building: _____ Street: _____
 Subdivision: _____ Barangay: _____ Municipality/City: _____
 Province: _____ Zip code: _____

Billing Address

Same as Service Address? Yes No (If no, please fill out billing address details) Company-paid? Yes No (If yes, please submit Guaranty Letter)
 Room No. /Floor: _____ Compound/Building: _____ Street: _____
 Subdivision: _____ Barangay: _____ Municipality/City: _____
 Province: _____ Zip code: _____

Products and Services

flexiBIZ

Plan	Speed Peak Time (7:00AM - 6:59PM)	Speed Non-Peak Time (7:00PM - 6:59AM)	Monthly Service Fee (MSF)
<input type="checkbox"/> flexiBIZ Plan 18000	Up to 1000 Mbps	Up to 500 Mbps	Php 18,000
<input type="checkbox"/> flexiBIZ Plan 15000	Up to 800 Mbps	Up to 400 Mbps	Php 15,000
<input type="checkbox"/> flexiBIZ Plan 12000	Up to 600 Mbps	Up to 300 Mbps	Php 12,000
<input type="checkbox"/> flexiBIZ Plan 8000	Up to 400 Mbps	Up to 200 Mbps	Php 8,000
<input type="checkbox"/> flexiBIZ Plan 4000	Up to 200Mbps	Up to 100 Mbps	Php 4,000
<input type="checkbox"/> flexiBIZ Plan 2000	Up to 100 Mbps	Up to 50 Mbps	Php 2,000

BizEdge

Plan	Speed Peak to peak	Monthly Service Fee (MSF)
<input type="checkbox"/> BizEdge 21000	Up to 1000 Mbps	Php 21,000
<input type="checkbox"/> BizEdge 15000	Up to 700 Mbps	Php 15,000
<input type="checkbox"/> BizEdge 11000	Up to 500 Mbps	Php 11,000
<input type="checkbox"/> BizEdge 6000	Up to 250 Mbps	Php 6,000
<input type="checkbox"/> BizEdge 3000	Up to 120 Mbps	Php 3,000

- There will be no security deposit required for all plans.
 - Installation fee of Php 5,000 applies to all plans with payment options of outright or staggered
 - All prices are VAT Inclusive.
 - 1 Public IP per account for an additional Php 700 on top of your monthly fee (for BizEdge Plans only)
- Public IP: Yes No

Installation Fee
 OUTRIGHT _____
 STAGGERED (24months) _____
 Others: _____
 Special Instructions: _____

Documents Attached

Mandatory Requirements

Government Issued ID with 3 specimen signature Government Issued ID of Representative with 3 specimen signature

For Single Proprietor

Business Permit/ Mayor's Permit/ Barangay Clearance
 DTI Registration copy/BIR/COR

For Partnership/Corporation

Business Permit/ Mayor's Permit/ Barangay Clearance
 SEC Registration Copy
 Corporate Secretary's certificate (as required)

For Foreign Embassy

Authorized Letter from Ambassador
 Proof of Identification from Authorized Signatory

For Static/Public IP Application

Signed Terms and Conditions

For Government Entity

Notarized Certificate of Funds Available, Signed by the Budget Office or Auditor
 Proof of Budget Allocation signed by the City/Municipal Treasurer or Agency Treasurer

Where did you learn about our offer: Billboard / Leaflets / Radio / TV / Internet / Friend Referrals / Others _____
 Did you switch from a previous internet provider? Yes No If yes, who is your previous ISP? _____

This portion is to be filled-out by customer service representative.

Account No.: For Internet: _____ - _____ O.R No. _____
 Special Instruction: _____ Salesman code: _____

Agreement

By voluntarily affixing my signature in this Service Application Form ("SAF") and continuing to avail of the products and services ("Services") from Converge Information and Communications Technology Solutions, Inc. ("Converge"), I hereby confirm and agree that:

- I have applied for and will be availing of the Services I have indicated in the SAF;
- all information I indicated in the SAF are true and correct and Converge shall have the right to rely on the information provided, including for the purpose of sending and receiving billings, notices, advisory, information, etc.;
- my data will be collected and processed, stored and disclosed in accordance with Converge' Privacy Notice which can be found at www.convergeict.com/privacy-notice/;
- I have read, understood and agree to comply with and be bound by all the provisions of the relevant terms and conditions for the use of the Service, including but not limited to the following: (a) the Terms and Conditions, which can be found at the back of this SAF, (b) the Acceptable Use Policy, which can be accessed at <https://www.convergeict.com/subscription-agreement/>.

Yes, I allow Converge ICT Solutions Inc. to contact me for marketing and promotional communications.

 Signature Over Printed Name

 Date Signed

TERMS AND CONDITIONS

These terms and conditions ("Agreement") shall serve as the agreement between Converge Information and Communications Technology Solutions, Inc. ("Converge") and the subscriber ("Subscriber") in relation to the Subscriber's availment and use of Converge's fiber internet service ("Service"). By applying for and using the Service, Subscriber hereby confirms that it shall comply and be bound by the provisions of this Agreement.

- Term.** This Agreement shall take effect on the date: (1) the Service is activated or (2) the Subscriber pays the corresponding initial payments, whichever is earlier ("Effective Date"), and shall remain effective until the Service is terminated for any reason whatsoever ("Term").
- Service and Lock-In Period.** The Subscriber agrees that it shall avail of the Service from the Commencement Date (as defined in Section 4) and for a period of twenty-four (24) four months from the Service Commencement Date (the "Lock-In Period"). After the Lock-In Period and Subscriber continues to avail of the Service, the Service shall be automatically renewed on a month-to-month basis under the same terms and conditions of this Agreement, until terminated by either or both of the Parties as provided in this Agreement.
- Installation and Converge Equipment.** Within a reasonable period from the payment of the installation fees and such other charges as provided in the Service Application Form ("SAF") and Go Fiber Application ("Go Fiber App"), Converge shall cause the installation and connection of the equipment and peripherals necessary for the Subscriber to access the Service ("Converge Equipment"). The Converge Equipment shall be listed in the delivery and acknowledgement receipt, which shall be signed-off by the Subscriber immediately after the activation of the Service. The Converge Equipment shall at all times remain property of Converge. Other charges shall include the costs of the materials and labor for non-standard installations.
- Service Commencement Date.** Upon completion of the installation and testing, Subscriber will issue the Service Acceptance Report ("SAR") to the Subscriber for Subscriber's signature. Billing period will commence on the day of the signing of the SAR ("Commencement Date").
- Billing and Payment.**
 - Converge shall bill the Subscriber the Monthly Service Fee and such other charges allowable under this Agreement through the monthly issuance of an electronic statement of account ("ESOA"). Converge reserves the right to alter the date of the issuance of the SOA or the intervals of such issuance. The ESOA will be sent to Subscriber's active email provided during the application process or such other email addresses as may be provided to Converge by the Subscriber. Billing details shall also be sent via SMS to the Subscriber's mobile number registered during the application process or as may be updated by Subscriber in accordance with Converge's applicable policies. Converge reserves the right to change the messaging channels to be used for sending the billing details to the Subscriber/s.
 - The Subscriber shall pay in full the amount indicated in the ESOA on or before the due date indicated thereon ("Due Date").
 - Should the Subscriber fail to receive the ESOA for whatever reason, Subscriber shall call and inform Converge's Customer Service, through the available customer service channels which may be provided by Converge for this purpose from time to time. Otherwise, it shall be conclusively presumed that Subscriber has received the ESOA in due course and the Subscriber shall be liable for the amount indicated in the ESOA.
 - Subscriber acknowledges that Converge may suspend the Service in case of Subscriber's failure to pay any ESOA on or before the Due Date. The suspension, disconnection or termination of Service due to delayed payment or arrears shall not toll, prevent, or exempt the billing & payment of the Monthly Service Fees during the suspended period and the Pre-termination Fee (as defined below).
 - Converge reserves the right to amend, change or modify the applicable rates for the Service at any time upon written notice to Subscriber.
 - If Subscriber disputes in good faith any portion of the ESOA, Subscriber shall pay in full the amount indicated in the SOA and submit to Converge written documentation identifying and substantiating the disputed amount within fifteen (15) days from Subscriber's receipt of the ESOA. If Subscriber does not report a dispute within the 15-day period, Subscriber shall irrevocably waive the right to dispute the ESOA and the amount indicated therein shall be deemed to be correct and final. Any disputed amount resolved in favor of Subscriber shall be credited to Subscriber's account in the next Statement of Account. If Subscriber withholds the disputed amount, Subscriber's account shall be deemed to be past due and unpaid. In such event, Converge shall be entitled to pursue any and all legal remedies provided in this Agreement and by law, including suspension or disconnection of Service.
 - Subscriber shall be liable to pay a late payment penalty in an amount equivalent to two percent (2%) of the amount due per month if Subscriber shall fail to pay in full the amount indicated in the ESOA by the Due Date. In determining the penalty, a fraction of a month shall be considered as one (1) month.
 - All payments must be made through authorized payment channels specified by Converge. Payments made outside of these authorized channels will not be recognized and Converge disclaims any responsibility for such transactions. Subscribers are advised to use only the approved payment methods listed on our website or as otherwise communicated by us to ensure the security and proper processing of their payments.
- Use of Service.** Subscriber shall not use the Service for any purpose other than the purpose applied for and indicated in the SAF or Go Fiber App. Further, Subscriber shall use the Service pursuant to Converge's Acceptable Use Policy (AUP). Subscriber shall be responsible for the use of the Service and shall ensure that the Service will not be for any activity that is contrary to laws, morals, customs or public policy or which violates any ordinance, decree, order or regulation, or to this Agreement, or affects, interferes with or disrupts the use of the Service by other parties or the manner by which Converge provides the Service or any other services. Subscriber shall not resell, sublicense, time share or similarly exploit the Service. Converge reserves the right to terminate the Service if the Subscriber violates any provision of the AUP.
- Non-Liability.**
 - Converge shall not be liable to the Subscriber for any failure or omission of the Service due to the following causes: (i) the act or omission of the Subscriber or any person that is able to access the Converge Equipment, either with Subscriber's consent or through the Subscriber's negligence; (ii) Subscriber's applications, equipment, or facilities, including any third-party equipment which was not furnished by Converge to deliver the Service; (iii) interruptions during any period where Converge or its agents are not allowed access to Subscriber's premises or the Converge Equipment for maintenance and repair; (iv) scheduled maintenance; (v) power interruption, power surges or fluctuation at Subscriber's premises; and (vi) force majeure (e.g., typhoons, lightning, flood, earthquakes, civil disturbance, military insurrection and/or government takeover of Services etc.). The Subscriber further agrees that, in such cases, Converge may suspend or terminate the Service, as the case may be, even without notice, and without any liability for loss and damage.
 - Converge shall also not be liable for any loss or damage resulting from the failure of the Service caused by a malfunction of the Converge network or ONU or its Peripherals for any reason whatsoever.
 - Notwithstanding any other provision of this Agreement, Converge will not be liable for any indirect, incidental, consequential, punitive, special or other similar damages, and out-of-pocket expenses, including but not limited to damages resulting from loss of actual or anticipated revenues or profits, or loss of business, data or goodwill.
- Assignment and Relocation.**
 - The rights and privileges extended to Subscriber in relation to the Service, including the Converge Equipment, are purely personal to the Subscriber and shall not be transferred to any individual or entity or to any other location, without obtaining the prior written consent, approval and clearance from Converge. Any such transfer of rights and/or location without the prior written consent of Converge shall be deemed a violation of this Agreement, regardless of receipt by Converge of the Monthly Service Fee and other charges from the supposed transferee. If approved, any transfer of ownership shall be subject to the payment of change of account ownership fee at the rate prevailing at the time of the request for transfer, and to compliance with other relevant policies and guidelines as may be issued by Converge from time to time.
 - If the Subscriber will transfer residence or location, Subscriber may apply for relocation and will be charged the relocation fee prevailing at the time of relocation to cover for expenses of dismantling the Converge Equipment from the Subscriber's current residence and re-installing to the new residence. If relocation is not within Service coverage, the Subscriber's subscription, if still within the Lock-In Period, is deemed pre-terminated in accordance with Section 13 and the Subscriber must pay the full pre-termination fee.
 - Approval of any assignment, transfer or relocation is subject to the sole discretion of Converge and may be declined for any reason, including, non-serviceability of the new address or if the Subscriber has outstanding liabilities to Converge.
- Changes in Service.** Converge reserves the right to make changes in the Service for technical and other reasons with due notice to the Subscriber. Subscriber agrees to pay all charges for changes in the Service initiated by the Subscriber, including but not limited to reconnection, change of service package and change of ownership, and other similar occurrences. Subscriber shall also be liable to pay a downgrade fee in case of an approved request for downgrade of plan or package within the Lock-In Period. Any downgrade after the Lock-In Period will be free of charge. Upgrade of plan or package shall have no extra charge. No changes shall be effected until the appropriate fees or charges and adjustments are paid to Converge. All rates are subject to change even without prior notice to the Subscriber. In any case, the foregoing changes in the Service shall only be allowed if the Subscriber has no outstanding liabilities to Converge.
- Repair, Replacement, and Return of Converge Equipment.**
 - Subscriber shall be liable to pay for the costs of repair of any Converge Equipment which is damaged or lost due to the fault or negligence of Subscriber or due to force majeure. Such cost shall be billed in Subscriber's next ESOA.
 - If damaged beyond repair due to the fault or negligence of Subscriber or due to force majeure, Subscriber shall be liable to pay for the costs of the replacement of the damaged Converge Equipment. Such cost shall be billed in Subscriber's next ESOA.
 - Subscriber understands and agrees that the Subscriber is holding the Converge Equipment in trust for and on behalf of Converge. In the event that the subscribed Service is terminated for any reason whatsoever, or if Converge permanently disconnects the Service pursuant to this Agreement, Subscriber shall return the Converge Equipment only to Converge or Converge's authorized representatives. Should the Subscriber fail to return the Converge Equipment, Subscriber hereby authorizes Converge, its agents or representatives to enter the Subscriber's premises where the Converge Equipment are installed and shall allow Converge to pull out or remove the Converge Equipment.
- Accuracy of Subscriber's Information.** Subscriber hereby represents and warrants that all information provided by the Subscriber in the relevant application forms (SAF or Go Fiber App) are true and correct. Subscriber hereby confirm and affirm that Converge shall have a right to rely on the information provided, including for the purpose of sending and receiving billings, notices, advisory information, etc. Subscriber consents to use of Subscriber's information for legitimate business purposes, to fulfill contractual obligations, and for other purposes consented to by the Subscriber in the application.
- Suspension, Disconnection and Reconnection of Service.**
 - The Subscriber may apply for a Voluntary Temporary Disconnection (VTD) of Service for a minimum period of thirty (30) days up to a maximum of ninety (90) days, subject to payment of the VTD fee prevailing at the time of the application for VTD, plus all outstanding balances to Converge. The number of days in the VTD period applied for shall be added to the remaining subscription period. Only one (1) transaction for VTD per year is allowed. The Subscriber shall have thirty (30) days from the end of the VTD period applied for to apply for reactivation and pay the reactivation fee prevailing at the time of reactivation, failing in which shall cause the permanent disconnection of the Service for the relevant account, and the provisions of Section 13 shall apply.
 - Subscriber agrees that Converge may without prior notice, disconnect the Service of any Subscriber whose bill remains unpaid after the specified Due Date. Subscriber also agrees that Converge may temporarily suspend the Service in any of the following instances: (i) violation by Subscriber of the terms and conditions of this Agreement and the AUP; (2) misrepresentation or false statement by Subscriber in the application for Service; (iii) illegal connection or use of unauthorized equipment or accessories; (iv) suspicious or fraudulent misuse or abuse of the Service or the Converge Equipment; (v) unauthorized transfer or assignment of the Service; (vi) failure to notify Converge of change in billing address; and (vii) other analogous causes. Whenever the disconnection leads to eventual termination, the effects of such termination shall retroact to the date of disconnection for the purpose of computing pre-termination charges. Disconnection shall become permanent upon failure of Subscriber to correct or rectify the ground for disconnection of Service within thirty (30) days from suspension of Service. Disconnection of Service shall not be construed as a waiver of the outstanding tariff, charges, penalties, and surcharges accruing on overdue bills. Subscriber agrees to hold Converge free and harmless from any liability and waives any action against the latter, which may arise as a result of such suspension or disconnection of Service.
 - Converge may also suspend or terminate the Internet Service in the event that Converge is prevented from providing the Internet Service for reasons and/or causes beyond the Converge's control, such as, but not limited to the imposition of restrictions by the national or local government authorities or the imposition of restrictions or charges by a condominium corporation, village or homeowners' association, or similar entities. In the event of suspension or disconnection under this Section, Converge may, at its option, restore the Service upon rectification of the cause of suspension and payment of all outstanding obligations by Subscriber, including any and all applicable fees.
- Termination of Service.**
 - Subscriber may terminate the subscribed Service by giving written notice one (1) month prior to the effective date of the cancellation and by fully settling all his outstanding obligations with Converge up until the effective date of the termination.
 - Converge may terminate the subscribed Service in case of (i) non-payment or delay in payment of Subscriber's accountabilities by the Due Date, (ii) violation by Subscriber of any provision of this Agreement, or (iii) such other causes set forth in this Agreement.
 - If the termination is made during the Lock-In Period, Subscriber shall pay a pre-termination fee ("Pretermination Fee") in an amount equivalent to the full Monthly Service Fee multiplied by the number of the months remaining in the Lock-In Period ("Unexpired Period") or in such amount as may be prescribed by Converge from time to time in its sole but reasonable discretion upon prior written notice to all subscribers, and all of the Subscriber's unpaid obligations to Converge. In determining the Unexpired Period, a fraction of a month shall be considered as one (1) month. Subscriber shall also pay the permanent disconnection fee prevailing at the time of disconnection.
 - The provisions of this Terms and Conditions that by their sense and context are intended to survive the termination of this Terms and Conditions and the expiration of the Term shall survive such termination or expiration.
- Indemnification and Disclaimer of Warranties.**
 - Subscriber shall indemnify and hold harmless Converge, its affiliates, partners, directors, officers, employees, shareholders, agents and representatives from and against all claims, causes of actions, judgments, damages, expenses and liabilities arising from or in connection with (a) the use of Service by Subscriber other than as permitted by this Agreement, and (b) the content of material that Subscriber transmits through use of the Service, including but not limited to, claims for defamation, invasion of privacy, disparagement and/or alleged violation of trademark of copyright.
 - Subscriber acknowledges that the Service is provided on an "as is" basis. CONVERGE, ITS EMPLOYEES, AGENTS, SUPPLIERS, VENDORS, AND DISTRIBUTORS MAKE NO WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, REGARDING THE QUALITY, ACCURACY OR VALIDITY OF THE DATA OR INFORMATION AVAILABLE ON ITS SYSTEM, OR RESIDING ON OR PASSING THROUGH ITS INTERCONNECTING NETWORKS, OR THAT CONVERGE'S SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. CONVERGE EXPRESSLY EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- Data Privacy.** Subscriber agrees and consents to the processing of Subscriber's personal information in accordance with Converge's Privacy Notice (www.convergeict.com/privacy-notice/), which outlines how Converge collects, uses, and protects the data of Data Subjects.
- Miscellaneous.**
 - This Agreement, together with all the documents referenced herein, represents the entire understanding of the Parties with respect to the subject matter hereof. All other agreements, whether written or oral, between the Parties relating to the Service prior to shall be superseded by this Agreement. In entering into this Agreement, neither Party is relying upon any representation of warranties that are not set forth in this Agreement. If the Subscriber has subscribed to the Services with other products and services, the use of the other products and services shall be governed by the applicable terms and conditions therefor.
 - Converge reserves the right to transfer or assign its rights and obligations under this Agreement whether in part or in whole to any third party.
 - Converge reserves the right at its absolute discretion to modify, delete, or add to any of the terms and conditions of this Agreement without need of giving prior notice in writing to Subscriber.
 - In case of litigation arising out of this Agreement, all suits shall be exclusively filed with the proper court of Pasig City only. Subscriber hereby expressly waives all claims to any other venues. Subscriber shall, in addition to the amount due and collectible, pay twenty-five percent (25%) of such amount as attorney's fee and an equivalent amount for cost of suit.
 - The Parties also agree that should any provision in this Agreement be declared void, invalid or ineffective for any reason whatsoever, the validity of the remaining provisions shall not be affected and shall continue to be binding.
 - No waiver by Converge of any breach of any term in this Agreement shall operate as a waiver of a breach of any other term or of a subsequent breach of the same term. Converge shall not be prejudiced or restricted by any concession, indulgence or forbearance extended to the Subscriber.

You may also view the Service Terms & Conditions online at <https://www.convergeict.com/subscription-agreement/>

Subscriber's Signature over Printed Name _____

Date: _____

THIS PORTION IS FOR CONVERGE USE ONLY

AGENT'S INFORMATION

Name of Employee: _____	Contact no. / Email add: _____	Agent's Signature over Printed Name _____
Address: _____	Sales Group / Department - VOIP: _____	