



TFC Subscription Form

APPLICATION DATE
Month Day Year

SUBSCRIBER INFORMATION

NAME OF SUBSCRIBER
Last Name First Name Middle Name

CONTACT NUMBERS
a. Home Landline (AREA CODE) + PHONE NO. b. Office Number (AREA CODE) + PHONE NO. (optional) GENDER: ☐ Male ☐ Female
c. Mobile Phone (AREA CODE) + PHONE NO. d. FAX Number (AREA CODE) + PHONE NO. (optional) DOB: / / month day year

ADDRESS
A. Home Address B. E-mail Address @
Street Suite / Apt. # City
State Postal Code
COMPANY NAME
C. Company Address D. Company E-mail Address @
Street Suite / Apt. # City
State Postal Code

NOTE: Your IPTV box will automatically be activated on the 8th day after receiving the box. Customer Initials: _____

SUBSCRIPTION DETAILS (Please choose the subscription package that you want)

TFC PACKAGE (Select One)	MONTHLY SUBSCRIPTION FEE
<input type="checkbox"/> PREMIUM	\$29.99
<input type="checkbox"/> PLUS: TFC & (must select one) <input type="checkbox"/> LIFESTYLE <input type="checkbox"/> BRO <input type="checkbox"/> CINEMA ONE	\$22.99
<input type="checkbox"/> LITE	\$16.99
<input type="checkbox"/> LIVE	\$12.99
<input type="checkbox"/> LIFESTYLE	\$8.99
Shipping & Handling Fee	<input type="checkbox"/> \$25.00 <input type="checkbox"/> WAIVED
Activation Fee	<input type="checkbox"/> \$25.00 <input type="checkbox"/> WAIVED
STB	<input type="checkbox"/> \$125.00 each subject to Terms and Conditions of the Subscription Agreement <input type="checkbox"/> FREE

(Check one if applicable)

☐ Not a TFC Subscriber ☐ Current TFC Subscriber
☐ Former TFC Subscriber

If any checked,
TFC through (circle one):

DirecTV
Cable
Other: _____

WHERE DO YOU WANT YOUR
TFC SET TOP BOX (STB)
DELIVERED?

☐ Home ☐ Company

SUBSCRIBER PAYMENT METHOD

INITIAL PAYMENT (select one):

Option 1: ☐ Credit Card
Type of Credit Card: ☐ VISA ☐ MC ☐ AMEX ☐ DISCOVER ☐ Other: _____
Card No. - - -
Expiring: / CVC Code: _____
Credit Card Billing Address: ☐ HOME ☐ COMPANY ☐ Other (specify): _____
Street: City State Zip

Option 2: ☐ Bank Account

Name of Bank: Account Number: _____
Routing Number: _____

Option 3: ☐ Payment to TFC Authorized Dealer/Agent

SUCCESSING MONTHLY SUBSCRIPTION PAYMENTS (select one):

Option 1: ☐ Yes, I wish to have my credit card automatically debited each month. ☐ Check if same card above.
Type of Credit Card: ☐ VISA ☐ MC ☐ AMEX ☐ DISCOVER ☐ Other: _____
Card No. - - -
Expiring: / CVC Code: _____
Credit Card Billing Address: ☐ HOME ☐ COMPANY ☐ Other (specify): _____
Street: City State Zip

Option 2: ☐ Yes, please deduct my monthly subscription from my bank account:

Name of Bank: Account Number: _____
Routing Number: _____

Option 3: ☐ Yes, send me a monthly TFC bill to my address (select one): ☐ HOME ☐ COMPANY

(FOR TFC DEALER USE ONLY)

Dealership Name: Leona Sala Dealership Code: 7000417
Dealership Phone No. 602-538-7092 Mac No. Please send STB
Purchase at (must fill): ☐ TFC Tambayan @ City ☐ Event Name: City: ☒ Other Web
CONNECTION DETAILS: What is the SPEED of your service? M (Mbps) Who is your broadband service provider?
Note: A speed of 2 Mbps is required for TFCvod to operate efficiently.

SUBSCRIBER AUTHORIZATION

By signing this Form, I authorize ABS-CBN International and its dealers to use any information provided above for the following purposes: to administer my subscription, to customize advertising sent to me, to fulfill my requests for products and services orders by me, to improve ABS-CBN International's services to me, and to conduct market research and analysis based on anonymized data and report the results to the internal and external clients, affiliated or related companies and/or partners of ABS-CBN International (the "Affiliates") and to disclose the provided information in connection with the transfer by ABS-CBN International of any of its business to any successor.

I authorize ABS-CBN International, its dealers and the Affiliates to use the information provided above to: inform and contact me by Email and other methods about other ABS-CBN International and/or the Affiliates' programs such as promotional offerings, new products and new services and to send newsletters and announcements to me.

☐ Please check this box if you do not want ABS-CBN International, its dealers and the Affiliates to use the information provided above to inform and contact you about other ABS-CBN International and/or the Affiliates' programs such as promotional offerings, new products and new services and to send newsletters and announcements to you.

I hereby confirm that the foregoing information is true and correct. I further agree and acknowledge that ABS-CBN International is under no obligation to accept my application, and has the absolute right to deny the same at its sole determination upon acceptance by ABS-CBN International. However, the application shall constitute my agreement to subscribe to the above service in accordance with the terms hereof.

DD / MM / YY

Subscriber's Name (Print)

Subscriber's Signature

Fax form to 800-8929-TFC (800-892-9832)
Or scan and email to leona@tfcforme.com
(alternately, snap a photo on your smartphone and email)

Your IPTV box will automatically be activated on the 8th day after receiving the box.

Legal*2614215.1
As of 06-2014

SUBSCRIPTION AGREEMENT

PARTIES. This Subscription Agreement, and the terms and conditions set forth below ("Terms"), govern the provision of service and equipment by ABS-CBN International ("ABS-CBN") to the private individual(s), entity(ies), or corporation(s) (individually a "party" or collectively "parties") identified herein or in the Subscription Application (the "Subscriber"). The Subscription Application and this Agreement are collectively referred to as "the Agreement". The Subscriber acknowledges and represents that he/she, or in case of an entity or corporation, its authorized representative, has read and understands the Agreement, is at least eighteen (18) years of age and competent to enter into the Agreement, has the authority to use the credit card provided for billing and deposit purposes, agrees to be bound by the Agreement, and agrees that others in the Subscriber's household, corporation or entity agree to be bound by the Agreement, as it may be amended by ABS-CBN from time to time, in its sole discretion.

SUBSCRIPTION PERIOD; SUBSCRIPTION FEES. The minimum initial subscription period for new subscribers shall be one (1) year from date of the activation of the Set Top Box ("STB") ("Initial Period"). The STB shall be automatically activated on the eight (8) calendar day from customers receipt thereof. During the Initial Period; (1) the monthly fee paid by the Subscriber (the "Subscription Fee") shall be fixed at the rate specified by ABS-CBN at the time the Subscriber enters into the Agreement based on the Package chosen by the Subscriber (the "Initial Package"); (2) the Subscriber may switch to any derivative package with a Similar Monthly Subscription fee by calling the Call Center. Switching becomes available at the 1st day of each month and can be triggered at any day within that month. The Subscriber can switch packages only once in each month and shall take effect within twenty four (24) hours from the time the request is made; and (3) the Subscriber may not downgrade or change the Initial Package with a Package with a Subscription Fee that is lower than that of the Initial Package. Thereafter, the Subscriber may elect to renew the subscription for an additional period of one year ("Renewal Term"), in which case the Subscription Fee charged during the Renewal Term shall be fixed at the rate specified by ABS-CBN at the outset of the Renewal Term based on the Package chosen by the Subscriber at that time. Should the Subscriber not opt to renew for a Renewal Term following the end of the Initial Period or a preceding Renewal Term, then service shall continue month to month, and the Subscription Fee shall be subject to increase(s) from time to time at the discretion of ABS-CBN. Should the Subscriber fail to complete the Initial Period, or choose to terminate or cancel the subscription prior to the end of the Initial Period, the Subscriber shall pay to ABS-CBN an early termination fee of One Hundred Twenty Five US Dollars (\$125.00) in addition to forfeiting all deposits previously made. If any, which fee and forfeiture reflect that ABS-CBN has afforded the Subscriber a discount on the price of the Service based on the assumption that the Subscriber will remain a subscriber to the Service for at least one (1) year. Should the Subscriber terminate before the end of a Renewal Term, the Subscriber shall pay to ABS-CBN the difference between the rate actually paid by the Subscriber during the portion of the Renewal Term completed and the rate charged by ABS-CBN to month to month subscribers during the same period. After the Initial Period, the Agreement shall continue for the period equivalent to the months for which the Subscriber has paid the Subscription Fee for the relevant Package.

PAYMENT; NON-PAYMENT. Payments due from the Subscriber to ABS-CBN for the Service and for any other goods or services provided by ABS-CBN to the Subscriber, including payments due from the Subscriber in case of termination or upon expiration of the subscription under this Agreement, shall be made depending on Subscriber's chosen payment method, as stated below:

For the Initial Payment:

The Initial Payment equivalent to one (1) month subscription fee during the Initial Period may be made through any of the following methods:

- Through Subscriber's credit card – The Subscriber shall enroll a valid credit card with ABS-CBN by filling-in the required details on the Subscription Form. Subscriber agrees to keep it valid for the Initial Payment. Subscriber authorizes ABS-CBN to present such charges to, and collect the Initial Payment from the issuing, processing and clearing agents of Subscriber's credit card account.
- Through Subscriber's bank account – Subscriber shall provide a valid and active checking account number and the routing number on the Subscription Form and authorizes ABS-CBN to debit the Initial Payment on such account.
- Through ABS-CBN's authorized dealer/s and agent/s – Subscriber shall indicate the name of the authorized dealer or agent of ABS-CBN to which the Initial Payment will be made and to which the Subscriber submits the signed Subscription Application.

For Succeeding Monthly Subscription Fees:

Monthly subscription fees after the Initial Payment may be made through any of the following payment methods:

- Through Subscriber's credit card – The Subscriber shall enroll a valid credit card with ABS-CBN by filling-in the required details on the Subscription Form at the inception of this Agreement, and agrees to keep a valid credit card enrolled with ABS-CBN at all times for payment of charges incurred by the Subscriber in connection with the Service and any goods or services provided by ABS-CBN. In the event of termination or suspension of the validity or effectiveness of the Subscriber's enrolled credit card, the Subscriber agrees to immediately notify ABS-CBN and enroll a valid, effective substitute credit card with ABS-CBN. In the event that any charge incurred by the Subscriber is not timely paid after presentment to the issuing, processing and/or clearing agents for the Subscriber's credit card ("an Event of Non-payment"), ABS-CBN will give the Subscriber notice and a period of thirty (30) days following notice to make payment through a substitute credit card. ABS-CBN reserves the right to suspend or terminate the delivery of the Service to the Subscriber immediately upon an Event of Non-payment.
- Through Subscriber's bank account – Subscriber shall provide a valid, existing and active checking account number and the routing number on the Subscription Form and agrees to maintain such checking account funded at all times for payment of charges incurred by the Subscriber in connection with the Service and any goods or services provided by ABS-CBN. In the event of termination or insufficient funding of Subscriber's enrolled bank account, the Subscriber agrees to immediately notify ABS-CBN and enroll a valid, effective substitute bank account number with ABS-CBN. In the Event of Non-payment, ABS-CBN will give the Subscriber notice and a period of thirty (30) days following notice to make payment through any of the allowed payment methods herein. ABS-CBN reserves the right to suspend or terminate the delivery of the Service to the Subscriber immediately upon an Event of Non-payment.
- Through other means – Subscriber shall indicate the complete, accurate and current address of the Subscriber where ABS-CBN will send the monthly bills for the Service and Subscriber agrees to timely settle and pay the bill to ABS-CBN through check, money order, cash, credit/debit card or any other means authorized by or acceptable to ABS-CBN. In the Event of Non-payment, ABS-CBN will give the Subscriber notice and a period of thirty (30) days following notice to make payment through any of the allowed payment methods herein. ABS-CBN reserves the right to suspend or terminate the delivery of the Service to the Subscriber immediately upon an Event of Non-payment.

SET TOP BOX (STB). To enable the Subscriber to receive the signals containing the audio-visual and/or radio programming services to be provided to Subscriber under the Agreement (the "Service"), ABS-CBN shall provide the Subscriber an STB. The Subscriber shall not be charged the cost of the STB, except as otherwise provided in this Agreement, but shall shoulder the cost for shipping, delivery, and installation (if applicable) of the STB, unless otherwise specified in a specific promotion or offering by ABS-CBN. The STB shall be installed by the Subscriber following directions provided by ABS-CBN, and shall be kept at the premises indicated by Subscriber in the Subscription Application or the Agreement (the "Subscriber Premises"). The STB shall not be moved from the Subscriber Premises, nor used to receive any programming or other service, other than the Service, nor for any purpose not expressly permitted by the Agreement. Without the prior written consent of ABS-CBN, the STB is and shall remain property of ABS-CBN during the effectivity of this Agreement and upon expiration or termination thereof. Within twenty (20) days from termination, cancellation, or expiration and non-renewal of the Service, the Subscriber shall return the STB to ABS-CBN in the same working condition as when it was received from ABS-CBN, normal wear and tear excepted. For this purpose, ABS-CBN shall send the Subscriber an empty courier box/package, postage prepaid, through which Subscriber shall return the STB to ABS-CBN. In the event that the Subscriber fails, refuses or is unable to return the STB to ABS-CBN in accordance with the Agreement, the Subscriber shall pay to ABS-CBN the amount of One Hundred Twenty Five US Dollars (\$125.00) representing the cost of the STB. In the event the Subscriber returns the STB, a Fifty US Dollar (\$50.00) Restocking Fee will apply and shall be charged to the Subscriber.

If the STB is or becomes defective, the Subscriber shall notify ABS-CBN promptly. ABS-CBN, at its sole option, will repair or replace the defective STB. It will be repaired or replaced free of charge, at the option of ABS-CBN, provided that it has been used in accordance with any operating instructions and guidelines distributed with the STB or as ABS-CBN may advise the Subscriber from time to time, and has not been misused or altered in any way or used for any purpose not expressly permitted by the Agreement. Costs of transporting the STB to and from the offices or authorized distributors of ABS-CBN shall be borne by the Subscriber.

THE SERVICE AND ANY PRODUCTS OR SERVICES PROVIDED IN CONNECTION WITH THE SERVICE ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE CONTENT OR QUALITY OF THE SERVICE, GOODS OR PERSONNEL RESOURCES PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT) ARE HEREBY OVERIDDEN, EXCLUDED AND DISCLAIMED, WITH THE EXCEPTION OF, AND ONLY TO THE EXTENT THAT, THOSE WARRANTIES CANNOT BE LEGALLY EXCLUDED IN CERTAIN JURISDICTIONS.

RESALE OF STB. The sale, transfer or rental of the STB by Subscriber to any other person, whether for use in connection with the Service or otherwise, is strictly forbidden.

EXPORT CONTROL LAWS. Notice is hereby given to the Subscriber that the transfer of the STB, and its resident technology and software, may violate applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations and Executive Orders.

CARE AND USE OF STB. The Subscriber shall at all times observe proper care and maintenance of the STB and shall ensure that the requirements for the STB's use, storage and maintenance as provided in any operating instructions and guidelines distributed with the STB or as ABS-CBN may advise the Subscriber from time to time are properly complied with. The Subscriber shall not, under any circumstances, (a) alter, tamper with or disassemble the STB, reproduce or allow the reproduction of any of the technology included therein, or take any other action that would constitute piracy or any infringement of the intellectual property rights of ABS-CBN or any third party, or assist in piracy or any infringement of the intellectual property rights of ABS-CBN or any third party. (b) use the STB to receive any programming or other service, other than the Service; (c) use the STB for the unauthorized reception of the Service, or (d) use the STB for any purpose not expressly permitted by the Agreement. Any repair or maintenance of the STB shall be performed only by the manufacturer or by a service provider authorized by ABS-CBN to perform such maintenance.

AUTHORIZED USE. Use of the Service or its content in any manner not expressly permitted by the Agreement is strictly prohibited, may infringe on the intellectual property rights of ABS-CBN, content providers or others, and may subject the Subscriber and/or the unauthorized user to civil and criminal penalties, including possible monetary damages, for copyright infringement. The payment of the Subscription Fee entitles the Subscriber only to receive and view the Service as provided by ABS-CBN, in compliance with the Agreement. The Subscriber shall not resell, share, give away, redistribute, sublicense, allow the use of, or otherwise distribute or transmit or permit the distribution or transmission of the Service to any location or person outside the Premises, or authorize others to receive, transmit or exhibit by any means, whether now known or hereafter devised, the Service or any part thereof, provided that the Subscriber may view the Service remotely in compliance with procedures and security regulations prescribed by ABS-CBN from time to time so long as the Subscriber imposes no charge on and collects no money or thing of value from any other person for viewing the content of the Service. Nor shall the Subscriber record, tape, copy, transcribe or otherwise store or reproduce any portion of the Service, provided that the Subscriber may record or store content from the Service on digital video recording devices or similar devices within the Premises so long as any such content is recorded or stored only for the viewing or listening enjoyment of the Subscriber or other occupant of the Subscriber's Premises and does not impose no money or thing of value from such persons for viewing the recorded or stored content. If the Subscriber becomes aware of any unauthorized reception, transmission or exhibition by any person of the Service or any part thereof, the Subscriber shall immediately notify ABS-CBN and take all steps reasonably necessary (including all steps reasonably requested by ABS-CBN) to prevent such unauthorized use or reproduction of the Service.

ASSIGNMENT/TRANSFERS. The Subscriber shall not transfer the subscription established by the Agreement to any other person without the prior written approval of ABS-CBN.

SUSPENSION OF ACCESS TO SERVICES. Without prejudice to its right to terminate the Agreement as provided below, ABS-CBN may cut-off the signal for the Service or otherwise suspend the Subscriber's access to the Service, with or without notice to the Subscriber, if for reason of any act or omission directly or indirectly attributable to the Subscriber, including ABS-CBN's inability to access, enter and inspect the Subscriber's Premises:

- ABS-CBN reasonably believes that the Subscriber is in breach of the Agreement;
- it becomes necessary to protect against unauthorized use of proprietary information or technology in the STB;
- ABS-CBN becomes aware that any part of the STB is lost or stolen, or is being used or has been relocated outside the Subscriber Premises;
- ABS-CBN becomes aware that the STB is being used to receive any programming or other service, other than the Service; or
- it may be required to comply with or avert any violation of any law or regulation.

ABS-CBN also may suspend delivery of the Service at such times and for such periods as may be necessary for ABS-CBN's maintenance, repair or management of the Service and the equipment over which the Service is transmitted, or due to interruptions in transmission by intermediate networks and facilities over which the Service is provided to Subscriber.

EFFECTS OF SUSPENSION. If the Subscriber's access to the Service is suspended for any of the causes specified above, the Subscriber shall continue to be liable for payment of the Subscription Fee and ABS-CBN shall not reinstate that access unless and until ABS-CBN determines, in its sole discretion, that the circumstances giving rise to the suspension have been resolved to its satisfaction. If ABS-CBN agrees to reinstate the Subscriber's access to the Service, the fact that such access has been interrupted during the subscription period will not postpone the date on which the subscription period is due to expire.

VOLUNTARY SUSPENSION OF SERVICE BY THE SUBSCRIBER. After the Initial Period, the Subscriber may voluntarily request suspension of the Service upon at least fifteen (15) days written notice to ABS-CBN prior to the intended date of suspension. Upon approval of the Subscriber's request for suspension of the Service, the Subscriber shall be relieved of its obligation to pay the Subscription Fee corresponding to the approved period during which the Service is suspended (the "Suspension Period"), provided that the Subscriber may suspend the Service for a maximum period of thirty (30) days only. The Service will be automatically activated after the Suspension Period and the Subscriber shall resume payment of the Subscription Fees after the Suspension Period.

CANCELLATION OF SERVICE/TERMINATION OF AGREEMENT. The Agreement shall be terminated, effective immediately upon occurrence of any of the following:

- failure of the Subscriber to pay the Subscription Fee in accordance with the payment terms as indicated in the Agreement;
- unauthorized transfer, lease or assignment of the STB and/or Service (or any such attempt) to a third party by the Subscriber;
- subscription fraud discovered after approval of the application for subscription;
- use of the Service for any illegal or immoral purpose, as determined by ABS-CBN in its sole discretion;
- unauthorized use of the STB and/or Service, whether or not with the knowledge or consent of the Subscriber;
- use of the STB for any purpose not expressly permitted by the Agreement;
- any other breach by the Subscriber of the Agreement; or
- in any instance where continued transmission or broadcast of the Service would or might subject ABS-CBN to any liability or to litigation or threatened litigation by any third party.

CONTACT NUMBERS AND ADDRESSES. The Subscriber agrees to, without delay, notify ABS-CBN directly of any change in his/her/its contact details provided in the Subscription Application or the Agreement. ABS-CBN shall not be responsible for any disconnections, charges, fees, etc., resulting from the Subscriber's failure to inform ABS-CBN of any such change.

LIMITATION OF LIABILITY. SUBSCRIBER HEREBY (a) AGREES THAT, NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, NEITHER ABS-CBN NOR ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND AFFILIATES, SHALL HAVE ANY LIABILITY TO THE SUBSCRIBER OR HIS/HER/ITS CUSTOMERS, RELATIVES OR RELATIONS OR OTHER PARTIES CLAIMING THROUGH THEM WITH RESPECT TO ANY INTERRUPTION, FAILURE OR LOSS IN THE TRANSMISSION OR RECEPTION OF THE SERVICE, OR FOR ANY CLAIM RELATING TO UNAUTHORIZED ACCESS OR DAMAGE TO THE SUBSCRIBER'S EQUIPMENT, CLAIMS FOR LOSS OF GOODWILL, CLAIMS FOR LOSS OF DATA, USE OF OR RELIANCE ON THE SERVICE, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS, OR DAMAGE CAUSED TO EQUIPMENT OR PROGRAMS FROM ANY VIRUS OR OTHER HARMFUL APPLICATION, ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND (b) WAIVES ANY RIGHT TO REMEDY IF ANY HAVE AGAINST ABS-CBN AS A RESULT OF ANY SUCH INTERRUPTION, FAILURE OR LOSS OF SIGNAL OR SERVICE. ABS-CBN SHALL NOT BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES OR LOSS OF PERSONAL PROPERTY), OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, AND THE SUBSCRIBER WAIVES ALL RIGHTS THAT IT OTHERWISE MAY HAVE OR HAVE HAD IN RESPECT THEREOF WHETHER PURSUANT TO THE AGREEMENT, ANY LAW OR OTHERWISE. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS SECTION WILL NOT APPLY ONLY IF AND TO THE EXTENT THAT THE LAW OR A COURT OF COMPETENT JURISDICTION REQUIRES LIABILITY UNDER APPLICABLE LAW BEYOND AND DESPITE THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS. THE SUBSCRIBER ACKNOWLEDGES AND AGREES THAT ABS-CBN HAS SET ITS PRICING FOR THE SERVICE AND ENTERED INTO THE AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES, AND THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS SPECIFIED IN THIS AGREEMENT WILL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

NO REFUND. ABS-CBN shall have no obligation to refund any paid Subscription fee for any interruption, failure or loss of signal due to force majeure including, but not limited to, acts of God, war, civil disturbance, satellite failure, riots, strikes, work stoppage, acts of terrorism, interruptions caused by third parties or third parties' facilities, or any other cause beyond the reasonable control of ABS-CBN. Neither shall ABS-CBN be obliged to refund any paid Subscription Fee upon cancellation of the Service due to any cause that would give rise to ABS-CBN's right to terminate or suspend the Agreement as provided herein.

INDEMNITY. The Subscriber agrees to indemnify and hold harmless ABS-CBN, and its suppliers, licensors, officers, directors, employees, agents and affiliates from any claim, liability, loss, damage, cost or expense (including without limitation reasonable attorneys' fees) arising out of or related to the Subscriber's use of the Service, any actions taken by the Subscriber in connection with the use of the Service, any violation of any third party's rights, any violation of law or regulation, or any breach of the Agreement. This section will not be construed to limit or exclude any claims or remedies that ABS-CBN may assert under the Agreement or applicable law.

PRIVACY. The Subscriber expressly agrees that any personal information provided by the Subscriber to ABS-CBN in connection with his/her/its subscription to the Service and any information collected by ABS-CBN concerning the Subscriber's receipt and use of the Service ("Information") will be used by ABS-CBN to administer the Subscription, to provide the Service, to customize advertising sent to the Subscriber, to fulfill requests for the STB, the Service and any other products and services ordered by the Subscriber, to improve ABS-CBN's services to the Subscriber, to conduct market research and analysis based on anonymized data and to report the results thereof to internal and external clients, affiliated or related companies and/or partners of ABS-CBN ("Affiliates"), to manage customer relations and for its customer loyalty program, to disclose the Information in connection with the transfer by ABS-CBN of its business to any successor, and to contact the Subscriber for or in regard to any of the foregoing purposes. If agreed by the Subscriber in the Subscription Application Form or the Agreement, ABS-CBN and the Affiliates may use the Information provided in the Subscription Application Form or the Agreement to inform the Subscriber about other programs, products and services of ABS-CBN and its Affiliates such as promotional offerings, new products and new services, and to send newsletters and announcements to the Subscriber, including communications via email.

USE OF SUBSCRIBER PERSONAL INFORMATION. ABS-CBN does not rent, sell, provide or share Information with other people or third party companies except to provide products or services requested by the Subscriber, and/or as expressly allowed under the Agreement. ABS-CBN shall not use the Subscriber's Information beyond the purposes and conditions specified in the Agreement. If the Subscriber wants to revoke the permission previously granted for use of Information, notice must be sent to ABS-CBN in writing at the address specified below. Until and unless ABS-CBN receives such written notice revoking the permission granted herein, the Subscriber agrees and confirms that ABS-CBN may continue using the Information in accordance with the Agreement.

YOUR CALIFORNIA PRIVACY RIGHTS. California Civil Code Section 1798.83 permits customers of Company who are California residents to request certain information regarding its disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please call 1.877.884.6832.

INJUNCTIVE RELIEF. The Subscriber acknowledges and agrees that the rights of ABS-CBN are of a special, unique and extraordinary character that gives them a particular value, the loss of which cannot be reasonably or adequately compensated in damages in any action at law, and that a breach of this Agreement by the Subscriber will cause ABS-CBN immediate and irreparable injury and damage. The Subscriber therefore expressly agrees that, in the event of a breach or threatened breach of the Agreement or of any part thereof by the Subscriber, ABS-CBN shall, at its discretion, be entitled to injunctive and other equitable relief against the Subscriber to end or prevent such breach and to secure enforcement of the Agreement. Resort to such equitable relief, however, shall not be construed as a waiver of any other rights or remedies that ABS-CBN may have for damages or other relief. In any action brought by ABS-CBN to enforce its rights under the Agreement in which ABS-CBN substantially prevails, ABS-CBN shall be entitled to recover its costs of bringing such action, including reasonable attorneys' fees.

WAIVERS. No course of dealing between the parties or delay or omission on the part of either party in exercising any rights under the Agreement, or under applicable law, shall operate as a waiver of any such rights. A waiver by any party in any instance shall not constitute a waiver in any other instance. All remedies and rights hereunder or under applicable law shall be cumulative, and none of them shall be in limitation of any other remedy or right of either party. No waiver, amendment or modification of the Agreement shall be effective unless in writing and signed by the party against whom the waiver, amendment or modification is sought to be enforced.

GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of California (but excluding its choice of law provisions) and the federal laws of the United States applicable therein. The parties hereto agree to submit to the jurisdiction of courts in the state of California.

COMPLETE AGREEMENT/SEVERABILITY. The Agreement, as comprised of Subscription Application, this Agreement and its Terms, constitute the complete and entire statement of all terms, conditions and representations of the agreement between the Subscriber and ABS-CBN with respect to its subject matter and supersede all prior writings or understandings. The Subscriber agrees that the terms of the Agreement, and the operating procedures and guidelines for the Service, may be amended by ABS-CBN from time to time by ABS-CBN delivering to the Subscriber via email notice of any such amendment, and that the Subscriber's sole remedy, in the event of disagreement with any such change, is to terminate the Service pursuant to the provisions of the Agreement.

Each provision of the Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision or part of a provision of the Agreement shall be held to be invalid under applicable law, such provision shall be ineffective only to the extent of such invalidity without invalidating the remainder of such provision or the remaining provisions of the Agreement, and the remaining provision(s) shall be construed so as to most fully enforce the original intent of the parties.

NOTICE. A minimum speed of 2 Mbps is required for the Service to run efficiently. While ABS-CBN tries to ensure uninterrupted Service to all of its customers, video buffering may be experienced depending on the Subscriber's broadband provider's network especially during peak hours when the high volume of users often results in slower internet connection.

Please call our Technical Support Hotline at 1-877-8860TFC

Please send notices to: ABS-CBN INTERNATIONAL, 150 Shoreline Drive, Redwood City CA 94065

Email: customerservices@abs-cbn.com