

ADDITIONAL TERMS AND CONDITIONS FOR THE ALWAYS ON ADD-ON SERVICE

1. **Always On Service.** The Always On service is a service made available to Home Fiber Broadband subscribers as add-on service to their existing Home Fiber plans for an additional monthly service fee.

The Always On service provides the Home Fiber plans with an alternative LTE connection which shall provide for internet access in case of internet outages due to fiber connection interruption. Once the internet connection is under LTE, the subscribers will only enjoy data services. Voice calls via telephone and Signal services, if any, are effectively and temporarily disabled during the fiber connection interruption. When the fiber connection becomes active again, the modem will seamlessly terminate the LTE connection. In case of a fiber connection issue, a trouble ticket shall also be automatically created in order to initiate resolution of this issue.

The Always On service is currently available for a monthly service fee of One Hundred Forty-Nine Pesos (PhP 149).

2. **Always On modem.** To be able to use the Always On service, the subscribers shall be provided with the Always On modem, which is a dual-WAN fiber modem with a built-in auto-failover service powered by an embedded Subscriber Identify Module (SIM) card. The SIM should not be removed from the modem at any time. Any unauthorized removal will void or cancel the applicable warranty and shall be considered a material breach to the terms and conditions of the service. In addition to the monthly service fee, the subscribers who will avail of the Always On service will incur an installation and activation fee of One Hundred Fifty Pesos per month (PhP 150/month) for thirty-six (36) months. Defective devices may be replaced throughout the subscribers' active subscription subject to the applicable terms and conditions.
3. **Application Process and SIM Registration.** Standard application process, including facility checking, credit validation and SIM registration, shall apply. All Fiber customers availing the Always On service must provide the complete application details, which details shall be used to evaluate their application. The subscribers' details shall also be used by PLDT to comply with the requirements of Republic Act No. 11934, otherwise known as the "Subscriber Identify Module (SIM) Registration Act and its Implementing Rules and Regulations as set out in NTC Memorandum Circular No. 001-12-2022, before the subscribers can be provided with the Always On modem. Application of customers with incomplete details and requirements will be cancelled within fifteen (15) days.
4. **Installation and Usage.** The reliability of the Always On service is contingent upon factors such as the signal strength at the modem location, network congestion, and weather conditions, among others. To achieve optimal performance, PLDT Home installers shall check the LTE signal strength prior to installation. PLDT Home installers shall likewise recommend areas in the house where the Always On modem shall be placed, preferably near a window, facing the street, and away from potential sources of interference, including metal objects, appliances such as microwave ovens, LED lights, concrete walls, and partitions. Upon checking and if the PLDT Home installer finds that the LTE signal strength is weak, the PLDT Home installer will advise the subscriber not to proceed with the Always On service and just retain the current subscription.
5. **Lock-in Period.** Subscriber-initiated availment of the Always On modem will add thirty-six (36) months to their current lock-in period. Except for subscriber-owned modems, the old regular modem shall be



recovered by the installers and be replaced with the Always On modem. In case of non-retrieval, standard rules shall apply.

6. **Temporary or Permanent Disconnection.** In case the account is subjected to temporary disconnection, the Always On service will likewise be disabled. Upon payment of the outstanding balance under the subscriber's existing Home Fiber Broadband subscription, the Always On Service will be reactivated. In case the account is subject to permanent disconnection, the Always On service will also be permanently disconnected.
7. **Acceptable Use Policy.** The subscriber shall comply with the Acceptable Use Policy and confirms and agrees that Always On service is intended exclusively for use as a back-up service during legitimate disruptions of the fiber connection. In case the Always On service is used in any way that PLDT considers as inappropriate, PLDT may take action as may be necessary which may include but is not limited to preventing access to the Always On service that was inappropriately used or was used in connection with, or resulting in, the violation of the Acceptable Use Policy, without incurring any liability for damages, or as may otherwise be directed by government agencies or the courts pursuant to applicable laws.

All the other terms and conditions applicable under the subscriber's existing Home Fiber Broadband subscription, including the provisions in the executed subscription contract in relation to the existing subscription and terms and conditions of PLDT Service (Telephone and Data Service), shall remain applicable.

PRIVACY NOTICE **"Always On" Service**

PLDT Inc. ("PLDT") respects your fundamental right to privacy, and we commit to take great care in safeguarding your personal data. In compliance with the Data Privacy Act, we share with you the principles that govern how your data will be collected, processed, and shared as you subscribe to Always On.

Always On (the "Service") is a subscription-based service that provides you with an alternative wireless LTE/4G internet connection that is powered by a Subscriber Identity Module ("SIM") Card embedded into a dual-WAN fiber modem. In case of a fiber internet outage, the modem will activate the wireless LTE/4G internet connection of the SIM Card through a built-in auto-failover capability.

Why we collect and process your Personal Data

Pursuant to the Republic Act No. 11934 or the "SIM Registration Act", the SIM Card that powers the wireless internet connectivity must be registered prior to activation. The following personal data are required to be registered:

- (a) Complete Name;
- (b) Date of Birth;



- (c) Gender;
- (d) Address; and
- (e) Valid Government-issued ID (or other similar form of document) with photo.

All of the above personal data will be pulled from your existing customer records with PLDT. If the information that we currently have about you in our records (as required to register your SIM Card under the SIM Registration Act) are complete, your Service and SIM Card will automatically be included in PLDT's SIM Registration Database.

If the information that we currently have about you in our records are incomplete, a PLDT Home representative will contact you via a telephone call to your PLDT Home landline number or alternative contact number on record in order to complete the registration of your Service and corresponding SIM Card.

Please note that, depending on the type of Government-issued ID that you have submitted, you may inadvertently provide PLDT with other personal data aside from the items listed above (For example, the PhilSys ID includes information on your blood type and place of birth). As said personal data are not required by RA 11934, PLDT will not use said personal data as part of your SIM registration record.

Why your Personal Data is Disclosed

We have engaged with Smart Communications Inc. ("SMART") for the use of its network facilities to supply the wireless LTE/4G internet connection of the Service. This requires PLDT to disclose to SMART the Mobile Identification ("MIN") and the Integrated Circuit Card Identification ("ICCID") associated with your Service and SIM Card. The ICCID determines what networks your Service SIM Card can connect to, and what kind of connection (LTE/4G) they're able to make.

SMART may only process this information in connection with the above purposes for which they were engaged. When your personal information is shared with SMART, we ensure that it is done on a confidential basis, through secured channels, and in compliance with applicable privacy laws and regulations. Only personnel with a need-to-know will have access to your personal information.

How we protect your Personal Data

The integrity, confidentiality, and security of your personal data is important to us. That's why we strictly enforce this Privacy Notice within PLDT and have implemented technical, organizational, and physical security measures that are designed to protect your information from unauthorized or fraudulent access, alteration, disclosure, misuse, and other unlawful activities. These are also designed to protect your information from other natural and human dangers. We likewise require SMART to implement the same security measures.

PLDT shall retain all Personal Data associated with your use of the Service throughout the period of your subscription and until twelve (12) years after your subscription has terminated or your SIM Card has been deactivated.

Your rights and choices

The Data Privacy Act gives you certain rights to your personal data. Subject to exceptions under the law, you are entitled to request:

1. Access to the personal data we process about you;
2. Rectification of your personal data if it is found to be outdated, inaccurate, or incomplete;
3. Erasure of your personal data in cases where it is no longer needed to achieve the legitimate purpose of its processing;
4. Restriction of processing of your personal data in limited circumstances; and
5. Portability of your personal data so that you may receive a copy thereof or that we transmit the same to another company on your behalf.

Depending on the circumstances, such as when we process your Personal Data based on your consent, you may also have the right to object to the processing thereof. To exercise any of your data privacy rights, you may contact our Data Privacy Officer through:

PLDT INC.

DATA PRIVACY OFFICE

Address: Ramon Cojuangco Building, Makati Avenue, Makati City, Philippines

Email: dpo@pldt.com.ph

If you believe that your data privacy rights have been violated in the use of the Service, we encourage you to contact our Data Privacy Officer to seek resolution of your complaint. Your rights hereunder are in addition to your rights under the Data Privacy Act of the Philippines. You also have the right to go directly to the National Privacy Commission or to make a claim against PLDT before a competent court.

****Acknowledgement ****

By clicking "Continue," I confirm that I have read and understood the Terms and Conditions of my Always On subscription and agree to comply with and abide by them. Additionally, I acknowledge that I have read and understood the Privacy Notice and the purposes for which my personal data will be processed.