

Terms of Use

I. INTRODUCTION AND ACCEPTANCE

Welcome to www.pldtenterpriseconnected.com site ("Website"), an exclusive online community panel composed of PLDT Enterprise customers, hosted and operated by Vision Critical Communications (US) Inc. on behalf of PLDT Inc ("Us", "We", or "Our").

Please read these Terms of Use carefully before using the Website. By accessing and/or using the Website (other than to read these Terms of Use for the first time) and availing of the services offered, You are agreeing to comply with these Terms of Use which may be modified from time to time as set forth below. If you do not agree with the Terms of Use, please do not use the Website and exit immediately.

In addition to these Terms of Use, please read our Privacy Policy which can be found at [here](#). The Privacy Policy explains how user information is collected and may be used by Us and Your use of the Website constitutes Your acknowledgment and agreement to the Privacy Policy as well.

These Terms of Use may be modified from time to time; the date of the most recent revisions will appear on this page, so check back often. Your continued access of the Website constitutes your acceptance of any changes or revisions to the Agreement. Your failure to follow these Terms of Use, whether listed below or in bulletins posted at various points in the Website, may result in suspension or termination of your access to the Website, without notice, in addition to other remedies available to Us.

II. INTELLECTUAL PROPERTY

A. We respect the intellectual property of others, and We ask our users to do the same. We may, in appropriate circumstances and at Our discretion, suspend or terminate the access of and take other action against users, subscribers, registrants and account holders who infringe the copyright rights of others.

B. The Website contains material that is protected by local, national and international copyright, trademark and other intellectual property laws. You may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any material, including code and software, from the Website. Any material that you may be allowed to download from the Website may be utilized for your personal use only, provided you keep intact all copyright and other proprietary notices.

C. The content, organization, graphics, text, images, video, design, compilation, advertising and all other material on the Website, including without limitation, the "look and feel" of this Website, are protected under applicable copyrights and other proprietary (including but not limited to intellectual property) rights and belong to Us. The copying, rearrangement, redistribution, modification, use or publication by you, directly or indirectly, of any such matters or any part of the Website, including but not limited to the removal or alteration of advertising, except for the limited rights of use granted hereunder, is strictly prohibited.

D. Except as expressly provided otherwise in the Privacy Policy found [here](#), you agree that by posting messages, uploading files, inputting data, or engaging in any other form of communication with or

through the Website, you grant Us a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to use, reproduce, modify, adapt, translate, enhance, transmit, distribute, publicly perform, display, or sublicense any such communication (including your identity and information about you) in any medium (now in existence or hereinafter developed) and for any purpose, including commercial purposes, and to authorize others to do so, without any remuneration or obligation to you.

Furthermore, you also grant other users permission to access the content you posted and to use, record, sell, lease, reproduce, distribute, create derivative works based upon, publicly display, publicly perform, transmit, publish, and otherwise exploit the same for personal, non-commercial use.

E. In addition, please be aware that information and content (including photographs) (collectively, "Materials") you disclose in publicly accessible portions of the Website will be available to all users of the Website, so you should be mindful of personal information and other content you may wish to post. WE HEREBY DISCLAIM ANY AND ALL LIABILITY THAT MAY ARISE IN CONNECTION WITH ANY AND ALL MATERIALS POSTED, UPLOADED OR SUPPLIED BY YOU ON THE "WEBSITE".

F. You shall not submit any content protected by copyright, trademark, patent, trade secret, moral right, or other intellectual property, personal, contractual, proprietary, or other third party right without the express permission of the owner of the respective right. You are solely liable for any damage resulting from your failure to obtain such permission or from any other harm resulting from content that you submit.

III. REGISTRATION, PASSWORDS, AND SECURITY

A. You will be required to register and/or set up an account to use the Website. However, the Website is not intended for users under the age of 18, and We will not knowingly collect personally identifiable information from users under the age 18 and such users are expressly prohibited from submitting their personally identifiable information to Us, and from using Our forums and chat areas; any information submitted by such users will not knowingly be used, posted, or retained by Us.

B. You guarantee that the information you will provide shall be (i) true, accurate, current, and complete; and (b) shall be maintained and promptly updated to keep it true, accurate, current, and complete. If you provide any information that is, or We have reasonable grounds to suspect that the information is, untrue, inaccurate, not current or incomplete, We may, without notice, suspend or terminate your access to the Website and refuse any and all current or future use of the Website or any portion thereof.

C. Upon registration, you may be asked to choose a username and a password. Please select a password that would not be obvious to someone trying guess your password and change it regularly as an added precaution.

D. You will be solely responsible for maintaining the confidentiality of your username and password. You may not authorize others to use your account nor may you sub-license, transfer, sell or assign your account and/or obligations under this Terms of Use without Our written approval. Any attempt to do so will be null and void and shall be considered grounds for the suspension or termination of your account.

E. You are solely responsible for all usage or activity on your account including, but not limited to, use of the account by any person who uses your username and password, with or without authorization, or who has access to any device (i.e. computer, tablet, smartphone) on which your account resides or is accessible.

F. If you have reason to believe that your account is no longer secure, you must promptly change your password by using the appropriate update mechanism on the Website, and inform Us of the breach. Without limiting any rights which We may otherwise have, We reserve the right to take any and all action, as we deem necessary or reasonable, to ensure the security of the Website and your account, including without limitation, terminating your account, changing your password, or requesting additional information to authorize transactions on your account. Notwithstanding the above, We may rely on the authority of anyone accessing your account using your username and password and in no event and under no circumstances shall We be held liable to you for any liabilities or damages resulting from or arising out of (i) any action or inaction on Our part under this provision, (ii) any compromise of the confidentiality of your account or password; and (iii) any unauthorized access of your account or use of your password.

IV. PERSONAL INFORMATION

For information regarding use of personal information you supply or communicate to The “Community Name”, please see our Privacy Policy.

V. WEBSITE ACCESS AND USE

A. Unless otherwise specified, the Website is intended for your personal use only. You may not authorize others to use the account you created to use with the Website, and you are responsible for all use of your account by you and by those you allow to use, or provide access to the Website.

B. You agree not to use any obscene, indecent, or offensive language or to place on the Website any material that is defamatory, abusive, harassing, racist, or hateful or any language denigrating products associated with the Website. Furthermore, you may not place on the Website any material that is encrypted, constitutes junk mail or unauthorized advertising, or commercial offers, invades anyone's privacy, or encourages conduct that would constitute a criminal offense, give rise to civil liability, or that otherwise violates any local, federal, national or international law or regulation. You agree to use the Website only for lawful purposes and you acknowledge that your failure to do so may subject you to civil and criminal liability.

C. You are responsible for ensuring that any material you provide to the Website or post on a bulletin board or forum or elsewhere, including but not limited to text, photographs and sound, does not violate the copyright, trademark, trade secret or any other personal or proprietary rights of any third party or is posted with the permission of the owner(s) of such rights.

D. You may not in any way make commercial or other unauthorized use, by publication, re-transmission, distribution, performance, caching, or otherwise, of material obtained through the Website, except as permitted by the Intellectual Property Code of the Philippines or other law or as expressly permitted in writing by this Agreement or Us.

E. You agree not to disrupt, overwhelm, attack, modify or interfere with the Website or its associated software, hardware and/or servers in any way, and you agree not to impede or interfere with others' use of the Website. You agree that you will not post any software, files or links to other sites, and that you will not post any content that contains viruses, corrupted files, or any other similar software or programs that may adversely affect the operation of the Website, or feature of the Website. You further agree not to alter or tamper with any information or materials on or associated with the Website.

F. Other than connecting to Our servers by http requests using a Web browser, you may not attempt to gain access to Our servers by any means - including, without limitation, by using administrator passwords or by masquerading as an administrator while using the Website or otherwise.

G. You acknowledge that We have not reviewed and do not endorse the content of all sites linked to or from the Website and are not responsible for the content or actions of any other sites linked to or from the Website. You linking to any service or site is at your sole risk.

H. The nature of the Website is interactive and public. By posting content, you understand and acknowledge that any materials, ideas or other communications you transmit in any manner and for any reason will not be treated as confidential or proprietary. Furthermore, you acknowledge and agree that any ideas, concepts, techniques, procedures, methods, systems, video, scripts, music, photographs, designs, plans, charts, or other materials you transmit may be used by Us anywhere, anytime, and for any reason whatsoever.

I. We reserve the right to display advertisements in connection with your content and to use your content for advertising and promotional purposes. You acknowledge and agree that your content may be included in the Website and advertising networks of our subsidiaries, affiliates, partners, and third-party service providers.

VI. WEBSITE CONTENT

A. We provide the Website including, without limitation, content for entertainment, educational, research, and promotional purposes only. You may not rely on any information and opinions expressed on the Website for any other purpose. In all instances, it is your responsibility to evaluate the accuracy, timeliness, completeness, or usefulness of the content. Under no circumstance will We be liable for any loss or damage caused by your reliance on any content found on the Website.

B. If there is a dispute between persons accessing the Website or between persons accessing the Website and any third party, you understand and agree that We are under no obligation to become involved. If there is such a dispute, you hereby release Vision Critical Communications (US) Inc., PLDT Inc, and their respective officers, directors, employees, parents, partners, successors, agents, affiliates, subsidiaries, and their related companies from claims, demands, and damages of every kind or nature arising out of, or relating to, or in any way connected with such dispute.

C. The Website may contain links to other websites maintained by third parties. We do not operate or control, in any respect, or necessarily endorse the content found on these third-party websites. You assume sole responsibility for your use of third-party links. We are not responsible for any content posted on third-party websites or liable to you for any loss or damage of any sort incurred as a result of your dealings with any third-party or their website.

D. We make no representation that materials the Website are appropriate, available, or legal in any particular location. Those who choose to access the Website do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

VII. COMMENTS AND OTHER USER-GENERATED CONTENT

A. We do not endorse, support, sanction, encourage, verify, or agree with the comments, opinions, or statements posted on forums, blogs, or otherwise contained in the Website. Any information or

material placed online, including advice and opinions, are the views and responsibility of those who post the statements and do not necessarily represent Our views. You agree that We are not responsible, and shall have no liability to you with respect to any information or materials posted by others, including defamatory, offensive or illicit material, even material that violates the Terms of Use.

B. We reserve the right to review, edit, move, or delete, at its sole discretion and without notice, the following material:

- a. Comments that do not reflect the topic under discussion;
- b. An advertisement of goods or services or a solicitation of funds;
- c. Those that include personal information, whether belonging to you or another person;
- d. A chain letter of any kind; and
- e. A formula, instruction, or advice that could cause harm or injury.

C. We have the right, but not the obligation, to monitor content on the Website. We have no obligation to pose, maintain, or otherwise make use of content you post or upload to the Website.

VIII. CHOICE OF LAW; JURISDICTION AND VENUE

These Terms of Use shall be construed in accordance with the laws of the Republic of the Philippines. Any legal proceeding against Us that may arise out of, relate to, or be in any way connected with our Website or these Terms of Use shall be brought exclusively in the appropriate courts of Makati City to the exclusion of any other court.

IX. INDEMINIFICATION

You agree to indemnify Vision Critical Communications (US) Inc. and PLDT Inc and their respective affiliates, employees, agents, representatives, and third party service providers, and to defend and hold each of them harmless from any and all claims and liabilities (including attorney's fees) which may arise from your content uploaded and/or posted to the Website, from your unauthorized use of the material obtained through the Website, or from your breach of these Terms of Use, or from any such acts through your use of the Website.

X. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

YOU ACKNOWLEDGE THAT YOU ARE USING THE WEBSITE AT YOUR OWN RISK. THE WEBSITE IS PROVIDED "AS IS", AND WE HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, RELIABILITY, TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED THEREIN OR PROVIDED BY THE WEBSITE. VISION CRITICAL COMMUNICATIONS (US) INC. AND PLDT INC. DO NOT REPRESENT OR WARRANT THAT ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED INFORMATION, OR THAT NO VIRUSES WILL BE TRANSMITTED ON THE WEBSITE.

VISION CRITICAL COMMUNICATIONS (US) AND PLDT INC. SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ALLEGEDLY SUSTAINED ARISING OUT OF THIS AGREEMENT, THE PROVIDING OF THE WEBSITE HEREUNDER, YOUR

ACCESS TO OR INABILITY TO ACCESS THE WEBSITE, INCLUDING FOR VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM THE WEBSITE, YOUR USE OF OR RELIANCE ON THE WEBSITE OR ANY OF THE INFORMATION OR MATERIALS AVAILABLE ON THE WEBSITE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU HEREBY AGREE TO RELEASE VISION CRITICAL COMMUNICATIONS (US) INC. AND PLDT INC., AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED ("CLAIMS"), ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE WEBSITE.

XI. TERMINATION

A. We reserve the right in our sole discretion and at any time to terminate or suspend your account and/or block access to the Website for any reason, including, without limitation, if you have failed to comply with the letter and spirit of these Terms of Use. You agree that We shall not be liable to you or any third party for any termination or suspension of your account or for blocking your access to the Website.

B. You may choose to terminate and/or delete your account at any time by clicking the unsubscribe link at the bottom of each email from support@pldtenterpriseconnected.com or by logging on to the Website, clicking the My Profile button at the upper right hand corner of the Website, and then clicking the Unsubscribe button.

C. Any suspension or termination of your account shall not affect your obligations under these Terms of Use. The provisions of these Terms of Use which by their nature should survive said suspension or termination shall survive including, but not limited to, the rights and licenses that you have granted hereunder, indemnities, releases, disclaimers, limitations on liability, provisions related to choice of law, and the miscellaneous provisions.

D. We may discontinue operation of the Website, or your use of the Website, in either case, in whole or in part, in our sole discretion. You have no right to maintain or access your content on the Website and we have no obligation to return the content you uploaded on the Website or otherwise make it available to you.

XII. MISCELLANEOUS

A. Any delay or failure on Our part to exercise or enforce any rights under these Terms of Use to which We may be entitled shall not, in any event, be construed as a waiver of the right and privilege to do so at any subsequent time. You irrevocably agree that you waive any and all rights to injunctive or other equitable relief. The section headings used herein are for convenience only and shall not be given any legal import. If any provision of these Terms of Use is held to be invalid or unenforceable, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms of Use, which shall remain in full force and effect.

B. These Terms of Use (including the Privacy Policy and any Additional Terms incorporated by reference) constitute the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements with respect to such matter.

C. You may not assign these Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, without Our prior written consent. Any such purported assignment or delegation by you without the appropriate prior written consent will be null and void and of no force and effect. We may assign these Terms of Use or any rights hereunder without your consent and without notice.