



GLOBEQUEST ACCESS SUBSCRIPTION

(Dial-up and WIZ)

Please fill out completely

Reference No: _____

Subscriber Type		<input type="checkbox"/> Corporate <input type="checkbox"/> Individual	
SUBSCRIBER INFORMATION (FOR CORPORATE SUBSCRIPTION)			
Company Name		Nature of Business	Company's Year of Existence
Company Address		Sector <input type="checkbox"/> Private <input type="checkbox"/> Government <input type="checkbox"/> Others _____	
Email Address	Contact Tel Nos.	Fax Nos.	
Authorized Representative / Corporate Officer		Position	
No. of employees in the company <input type="checkbox"/> 1 - 19 <input type="checkbox"/> 40 - 59 <input type="checkbox"/> 80 - 99 <input type="checkbox"/> 20 - 39 <input type="checkbox"/> 60 - 79 <input type="checkbox"/> 100 and above			
SUBSCRIBER INFORMATION (FOR INDIVIDUAL SUBSCRIPTION)			
Full Name		Birthdate (mm/dd/yy)	Citizenship
Address			
Phone		Fax	
Employment Status <input type="checkbox"/> Self-Employed <input type="checkbox"/> Government <input type="checkbox"/> Private Sector <input type="checkbox"/> Retired		Employer/Business Name	
TIN/SSS/GSIS/Passport No. (choose one)	Citizenship	ACR No. (If foreigner)	Position/Profession
Mother's Full Maiden Name		Mother's Birthdate (mm/dd/yy)	
SERVICE INFORMATION			
Type of plan <input type="checkbox"/> Access 10 P350 <input type="checkbox"/> Access 30 P500 <input type="checkbox"/> Access 80 P1200 <input type="checkbox"/> Access 170 P2400 <input type="checkbox"/> Access 300 P4100 <input type="checkbox"/> DDU P8000 <input type="checkbox"/> Unlimited Access Plan P2500			
Which of the following are you a regular subscriber of? <input type="checkbox"/> Handyphone <input type="checkbox"/> Globelines <input type="checkbox"/> Touch Mobile <input type="checkbox"/> other Globe service (Please indicate) _____ <input type="checkbox"/> NA			
Please provide: Service/Phone No. _____ Account No. _____			
Please give us three choices for your user ID. Your user ID should be from 5 to 8 characters long and should start with a letter. Valid characters include a to z and 0 to 9. All user ID's are registered in lowercase letters. Example: g 1 2 3 4 5 6 7			
1st choice <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		2nd choice <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
3rd choice <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
Caller Line Identification (CLI) The dial-up access implements the CLI security feature to provide added security to your Internet connection by protecting you from unauthorized users. Kindly indicate the telephone numbers you will be using to dial-up to the Internet (maximum of 4). Tel 1 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Tel 2 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Tel 3 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Tel 4 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
SUBSCRIBER'S DECLARATION			
The undersigned hereby confirms that the above information is true and correct, and that the supporting documents attached hereto are genuine and authentic and voluntarily submitted by me for purposes of an application for GlobeQuest. I hereby confirm that I have read and understood the Terms and Conditions stated on the reverse of this form, which terms and conditions the undersigned agrees to abide by voluntarily affixing his signature hereunder.			
Subscriber's Signature (over printed name)		Date	
FOR GLOBE TELECOM'S USE ONLY			
<input type="checkbox"/> POID _____ <input type="checkbox"/> POB _____ <input type="checkbox"/> SEC. CERT. _____ <input type="checkbox"/> ARTICLES OF INC. _____		Account Number	
I have checked and verified the supporting credit requirements against the original documents and found them to be authentic and in accordance with Globe Telecom's requirements.		User ID <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
CSR's Signature (over printed name)		Center	Date
Activated by			
Date & Time			
Remarks			
FOR CREDIT MANAGEMENT'S USE ONLY			
Credit Evaluation Results <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved		Checked by / Date	
Remarks			

GLOBEQUEST ACCESS TERMS & CONDITIONS

This Agreement for GlobeQUEST Dial (the "Agreement") and the Subscription Form to which this Agreement is printed, embody all the agreements of the parties and supersedes any and all prior verbal and written agreements and representations with regard to INNOVE Communications, Inc. (INNOVE) provision of dial-up Internet access via GlobeQUEST Dial (the "Service") to Subscriber.

1. Term of the Agreement

This Agreement is valid for an initial term of six (6) months (the "Minimum Subscription Period") and shall be automatically renewed on a monthly basis until terminated by either of the parties.

2. Application for Service

- INNOVE shall process Subscriber's application upon receipt of the following: (i) signed copy of the Subscription Form and this Agreement, (ii) all required credit documentation,
- INNOVE shall have the sole discretion to disapprove any applications. INNOVE shall not in anyway be obligated to give any reason for the disapproval of any application and Subscriber acknowledges that he has no cause of action for the disapproval of his application.

3. Installation and Activation

- Subscriber shall provide his own personal computer, modem and telephone line) in accordance with INNOVE's specifications.
- INNOVE shall provide Subscriber his User ID and log-on access to INNOVE's Internet Server.

4. Responsibilities of Subscriber

In addition to his responsibilities otherwise stated in this Agreement, Subscriber shall be responsible for the following:

- Security - Subscriber shall be fully responsible for ensuring the security and confidentiality of his User ID and Log-on Password. Subscriber is responsible and liable for the use of the Service, and usage of the Service originating from the User ID assigned to Subscriber, without concrete proof produced by Subscriber of specific fraud perpetrated by INNOVE, shall be conclusively presumed to be that of Subscriber's or was authorized by Subscriber.
- Privacy Protection - Subscriber acknowledges that any data and information transmitted through the use of the Service may be subject to privacy and security risks which includes but are not limited to security breaches, eavesdropping, electronic trespassing, harassment, and fraud that are potentially harmful and damaging to Subscriber. People may become aware of or be able to access Subscriber's information; Subscriber shall take the appropriate measures necessary to avoid any potential privacy and security invading activities while using the Service.
- First-Line Maintenance - Subscriber shall solely be responsible for the repair and maintenance of Subscriber's equipment and facilities used for the Service.
- Data Integrity - Subscriber shall provide true, correct, and complete information as may be required by INNOVE.
- Prompt Payment - Subscriber shall promptly pay all bills and other charges on or before the date specified in the billing invoice.
- Rightful Use- Subscriber shall abide to all applicable laws relating to the use of the Service including but not limited to the following: (i) abide by generally accepted standards of conduct and usage of the Service, (ii) use the System and Service only for the purposes herein stated and shall not use the same for illegal activities or activities which otherwise constitute a Bypass or Simple Resale. Bypass or Simple Resale are activities wherein Subscriber resells or uses the Service in violation of existing laws for an illegal purpose or uses the Service as part of a ringback, dialback, or similar operation, or avails of ringback, dialback or similar services utilizing the Service provided by INNOVE to Subscriber, (iii) ensure that his use of the Service does not improperly restrict, inhibit, or degrade any other subscribers' use of the Service nor represent (in INNOVE's sole discretion) an unusually large burden on the network itself or does not improperly restrict, inhibit, disrupt, degrade or impede INNOVE's ability to deliver and monitor the Service, backbone, network nodes and/or other services

In the event that INNOVE discovers that Customer has used or is using INNOVE facilities and services for any illegal or unauthorized services including but not limited to what has been enumerated above, Customer shall immediately compensate INNOVE an amount of TEN MILLION PESOS (P10,000,000.00) or an amount that INNOVE may deem sufficient to cover all kinds of damages the unauthorized service may have caused, whichever is higher. INNOVE shall likewise onpass, and Customer agrees to accept and immediately pay, all other claims and damages demanded by INNOVE's interconnect partners who may have been affected, directly or indirectly, by the unauthorized service.

- Rightful Transmission of Electronic Messages- Subscriber shall abide by the generally accepted standards of conduct and usage of the Service by not sending or transmitting electronic messages that contains content that: (1) libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, threatening or offensive, (2) seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or otherwise, (3) infringes any intellectual property or other right of any entity or person, including violating anyone's copyrights or trademarks or their rights of publicity, (4) violates any law or may be considered to violate any law, (5) advocates or promotes illegal activity, (6) impersonates or misrepresents connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content, (7) advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services) that tends to violate or violates the Consumer Act of the Philippines, (8) contains programs which contain viruses, worms and/or "Trojan horses" or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications, (9) amounts to a "pyramid" or similar scheme, and (10) such other acts that violates the law.
- Moreover, Subscriber shall not send, create or reply to so called "mailbombs" (i.e. sending large or multiple electronic messages to a single recipient with malicious intent) or engage in "spamming" (i.e., unsolicited electronic messages for business or other purposes) or undertake any other activity, which may adversely affect the operation of the Service. Subscriber shall not engage in any other activity that will threaten the integrity of any network system, nor use the Service in a manner that would compromise security or tamper with System resources and accounts.

Violation on the use of the Service is sufficient ground for immediate termination of the Service, without need of prior notice to Subscriber.

- Investigation- INNOVE reserves the right to investigate suspected violations of this Agreement, including without limitation any violation arising from the transmission of electronic mails. INNOVE may seek to gather information from Subscriber, the recipient(s), or the complaining party. INNOVE may, without incurring any liability, suspend the Service as it deems appropriate and without notice. If INNOVE, in its sole discretion, determines that a violation of this Agreement has occurred, it may terminate, temporarily or permanently, the Service or take other corrective action it deems appropriate. INNOVE will fully cooperate with any court order requesting or directing INNOVE to disclose the identity of Subscriber violating.

5. Rates and Charges

- Rates - The Subscriber shall pay the applicable monthly service fees, rates and charges for the service and all taxes on the service. Any change in rates shall be effective on the next statement of account. All charges made for usage beyond the free number of hours provided by the specific plan shall be based on the number of minutes of actual usage. Additional taxes imposed on the service by government shall be paid by Subscriber in accordance with the laws, rules and regulations imposing the same, notwithstanding the fact that the Subscriber may have been billed or made advance payments in accordance with the previous rates.
- Free Usage Allocation - Free usage, if any, is determined in accordance with the subscribed Plan. The free usage allocation is applicable only when using any of INNOVE's local dial-up numbers. Connecting to the Internet via iPass or any of our roaming partners shall be charged the appropriate rate even if incurred within the free usage allocation. Unused hours may not be carried over to succeeding months.
- Credit limit - Every Subscriber shall be assigned a credit limit. INNOVE reserves the right to suspend or temporarily disconnect the service as soon as the Subscriber exceeds his credit limit, or when otherwise warranted by abnormal usage patterns or other circumstances as those enumerated in article 4 (g) and (h) of this Agreement, without prior notice to the Subscriber. INNOVE shall have no liability whatsoever to the Subscriber for such suspension or temporary disconnection and shall have no obligation to reconnect the Service unless the cause for such suspension or temporary disconnection has been cured to its satisfaction. Such temporary disconnection may be made permanent at INNOVE's option for Subscriber's failure to cure the cause of disconnection within a reasonable period of time. Non-exercise of the remedies herein stated shall not absolve Subscriber from liability for usage charges in excess of the credit limit.
- Plan Upgrades and Downgrades - Requests for changes in the subscribed plan shall be approved by INNOVE and the corresponding adjustment in rates and fees shall be made effective in the next billing cycle following the approval of the request for plan upgrade or downgrade.
- Value-added Services - The Subscriber shall be charged the applicable fees for availment of value-added services such as additional user IDs, additional e-mail addresses, additional e-mail space, domain name registration, on-site technical support and training sessions.

6. Billing and Payment

- Billing - INNOVE will send the Subscriber bills for services at regular intervals. INNOVE may also render interim billings in advance of the usual billing cycle whenever actual usage charges exceed the credit limit. Notwithstanding the non-delivery of any bill, the Subscriber may request, at any time, information on his outstanding balance through Helpdesk.
- Payment - The Subscriber shall pay for his service charges and fees and any balance left thereafter on or before the due date assigned to him. INNOVE shall inform the Subscriber of his regular due date in the first bill, and will indicate the due date in each succeeding bill. Notwithstanding the non-delivery of any bill, it shall be the responsibility of the Subscriber to inform himself of his outstanding balance through Helpdesk and effect payment, without need of further demand, on or before the Due Date. Payment may be made at any INNOVE Business Center or banks or collections authorized by INNOVE. All payments shall be applied first to all overdue penalty interest, then billings in arrears and the balance, if any, to be applied to obligations in the current bill cycle.
- Changes in Billing Address - The Subscriber shall inform INNOVE of any changes in billing address. INNOVE shall not be responsible for the consequences of the Subscriber's inability to receive and pay his bill as a result of his failure to timely notify INNOVE of any change in billing address.
- Non-payment - INNOVE may temporarily or permanently disconnect the service of any Subscriber for failure to pay any amount due to INNOVE on or before Due Date. Such temporary or permanent disconnection shall be without prejudice to any action available to INNOVE under other portions of this Agreement, or in law equity in order to recover all sums due and damages suffered by INNOVE for such non-payment.
- Questioned Billings - All complaints or questions on billings shall be addressed to INNOVE's authorized representative indicated in the bill or statement of account. Such complaints shall be filed within thirty (30) days from receipt of billings; otherwise the billings shall be deemed accepted, final and conclusive against the Subscriber. INNOVE shall endeavor to settle all questioned billings with the Subscriber at the soonest possible time.

7. Service Modifications and Adjustments

INNOVE shall charge the applicable administrative fees to cover internal processing of requests for service modifications initiated and requested by Subscriber including but not limited to transfer of ownership, additional value-added services such as extra-user ID, on-site technical support, additional electronic mail disk space, reconnection and other modifications related to Subscriber's accounts and/or Services. INNOVE shall inform Subscriber of the applicable administrative fees prior to the execution of the service modification.

8. Assignment or Transfer of Ownership or Rights

- Subscriber shall not perform any of the following acts without INNOVE's prior written consent, to wit: (i) assign the agreement or any right or interest therein; (ii) sublease the Service to any person; (iii) bundle the Service for resale as part of or incidental to any other commercial transaction; or (iv) allow any person to share the use of the Service or of this Agreement, whether for consideration or not.
- INNOVE reserves the right to immediately terminate the Service should Subscriber violate the above provision. INNOVE shall be under no obligation whatsoever to provide Service to any transferee, mortgagee, tenant, sub-lessee, or honor any agreement between the transferor and the transferee. INNOVE may impose such terms and conditions as it may deem fit, including the terms and conditions of this Agreement, for the reconnection or continuation of Service to the transferee.
- Subscriber shall continue to be liable for all charges incurred up and until INNOVE has approved any assignment or transfer. Subscriber shall in any event indemnify INNOVE for all sums for which it may be held liable by virtue of its refusal to render Service to the unauthorized transferee.

9. Representations and Warranties

- INNOVE shall endeavor to provide the Service reasonably in accordance with industry standards.
- INNOVE does not warrant that the Service shall be uninterrupted or error free. The use of the Service, any information available or accessed through the Service, and any security features provided for the Service shall be at Subscriber's sole risk. INNOVE disclaims all warranties, either express or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose, or year/date accuracy.
- Subscriber hereby represents and warrants that the use of the Service hereunder shall not violate or infringe upon any proprietary or other rights of others, be abusive, threatening, obscene, profane or otherwise offensive, or violate any applicable laws or regulations.
- Subscriber further represents and warrants that he has not represented to any third party that INNOVE has made any warranty or representation of any kind with respect to the Service.

10. Indemnification/Limitation of Liability

- Subscriber shall defend, indemnify and hold INNOVE free and harmless from and against all claims, demands, actions, causes of action, judgments, costs and reasonable attorneys' fees and expenses of any kind or nature for any damages of any kind arising from or related to any use of the Service including any breach by Subscriber of the terms and conditions of this Agreement, whether such use was by Subscriber or any third party irrespective of whether Subscriber has authorized or has known about such usage, or otherwise arising under or related to this Agreement.
- INNOVE shall not be liable for any delay or interruption in or failure to provide or restore the Service whatsoever caused including, without limitation, anything caused by or attributable to Subscriber's equipment and facilities or any services provided by any person. INNOVE's maximum liability for any damages arising out of or in any way related to this Agreement shall be limited to the monthly service fee.
- In no event shall INNOVE be liable for any unauthorized access by a third party to Subscriber's network or data, resulting to Subscriber's loss of profits or data or for any incidental, special, exemplary or consequential damages.
- Subscriber acknowledges that the Service may be deactivated, suspended, disconnected, or interrupted due to various reasons or causes beyond INNOVE's control including but not limited to force majeure or acts of God, power and equipment failure, or acts or omissions on the part of a third party. Accordingly, INNOVE shall not be liable for any claim, liability or damage for whatever kind whether direct, indirect, consequential or special damages including but not limited to loss of opportunity, anticipated profits or other economic gain.

11. Termination

- By Subscriber - Subscriber may terminate this Agreement by filing a written notice of termination to GlobeQUEST Customer Support Group either by facsimile transmission at (02) 7390188, or by registered mail at 4th Flr Globe Telecom Plaza 1 Pioneer cor. Madison Sts., Mandaluyong City, or by e-mail to customersupport@globequest.com.ph.

If Subscriber terminates or cancels the Service before the expiration of the Minimum Subscription Period, he shall pay INNOVE a pre-termination fee equivalent to two (2) months monthly service fee in addition to all outstanding bills at the time of termination. The pre-termination fee specified in this Agreement is without prejudice to INNOVE's right to collect from Subscriber charges discovered after such termination and final billing, as well as for such other imposts, interest, and penalties, and costs of collection, which INNOVE may incur thereafter.

- By INNOVE - INNOVE reserves the right to summarily terminate this Agreement and to summarily cut all of INNOVE's services extended to Subscriber under this and any other subscription agreements, without liability whatsoever to Subscriber, if, in the sole determination of INNOVE:
 - The charges, fees, costs, rentals or any other sums payable under this Agreement, or any agreement between Subscriber and INNOVE are overdue or in arrears;
 - Subscriber has otherwise breached any of the terms herein contained or performs acts otherwise prejudicial to INNOVE;
 - Subscriber shall be adjudged bankrupt, insolvent, or is subject to a petition for suspension of payments or receivership, or if he makes any composition or arrangements with or assignment for the benefit of his creditors or undertakes a general re-evaluation of his debt;
 - Subscriber has provided INNOVE any information found to be incorrect, false or incomplete;
 - Subscriber has engaged in any of the acts prohibited under Article 4 (g) and (h) hereof;
 - Any law enforcement body objects to the provision of Service to Subscriber or any law enforcement body advises INNOVE that the Service provided to Subscriber has been or is being used in violation of law, or there is a reasonable ground to believe that such Service will be used in violation of law; or
 - Subscriber is engaged in any act that defrauds or tends to defraud INNOVE, whether or not the same is punishable under the law.

12. Subscriber's Liability on Termination

In the event of termination of this Agreement by INNOVE, Subscriber shall be liable to INNOVE for: (i) all charges incurred up to the time of termination of the Service; (ii) pre-termination fee equivalent to twice the subscribed monthly fee, if termination is effected within the Minimum Subscription Period; and (iii) penalty interest from the date of termination until all such charges are paid and settled in full by Subscriber.

The foregoing is without prejudice to any civil or criminal action that INNOVE may have under the law, or to INNOVE's claim for any and all damages that INNOVE may suffer by virtue of any illegal and/or prejudicial acts of Subscriber and which INNOVE is entitled to claim under law and equity.

13. Miscellaneous

- Required Disclosures- INNOVE shall respect and comply with any laws, orders of courts of law, government, or law-enforcement agencies and regulatory authorities, requiring disclosures of information regarding Subscriber's account. Subscriber acknowledges and agrees that such disclosures may be made and that he has no cause of action, in law or in equity, against INNOVE for such disclosures.
- Venue of Suits and Litigation Expenses- In the event of suit arising from or connected with this Agreement, the appropriate courts in Mandaluyong, Metro Manila shall have jurisdiction over the case to the exclusion of all other courts. In case of suit, Subscriber shall in addition to the amount due and collectible, pay twenty-five percent (25%) of such amount as damages and twenty-five (25%) of such by way of attorney's fees and costs of suit.
- Separability- If any provision of this Agreement or the application thereof to any situation or circumstance shall be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each remaining provision shall be valid and enforceable to the fullest extent. In the event of such partial invalidity, the parties shall seek in good faith to agree on replacing such legally invalid provision with a provision that in effect will most nearly and fairly approach the effect of the invalid provision.

14. Amendments to this Agreement

INNOVE may change these terms and conditions from time to time and will advise Subscriber of any changes by sending him a notice setting out the changes. INNOVE will give Subscriber prior notice of any change.

ADDENDUM (GlobeQUEST Net Drive)

This Addendum and the GlobeQUEST Dial Service Agreement to which this Addendum is attached, embody all agreements of the parties and supersede any and all prior verbal and written agreements and representations with regard to the provision of GlobeQUEST Net Drive (the "Service") to the Subscriber.

1. Term of the Agreement

The term of the Service shall follow the term of the GlobeQUEST Dial service to which this Service is part of.

2. Application for Service

INNOVE shall process Subscriber's application upon receipt of the signed or online copy of the Subscription Form.

3. Activation

Upon activation, the Subscriber shall use the same user ID and password for his GlobeQUEST Dial service to access the Service.

4. Representations and Warranties

INNOVE is not responsible for the loss of data. The Service is not intended to be the sole backup location for any data. Subscriber is responsible for backing up their own data files to a location other than the Service. Subscriber agrees that this Service comes with no warranty and is "AS IS" and "AS AVAILABLE" only. Subscriber assumes all the risks associated with accepting this Service. INNOVE expressly disclaims every type of warranty whether express or implied, including, but not limited to, the warranties of merchantability, fitness for a particular purpose or non-infringement.

I hereby acknowledge that I have read and understood all the terms and conditions herein stated and that I voluntarily sign this Agreement in favor of INNOVE with full knowledge and consent of everything this Agreement contains, implies, and entails.

(Signature over Printed Name)

Date