

Smart Corporate Website Terms and Conditions

Welcome to the Web site of the Smart Communications, Inc. found at www.smart.com.ph ("Web site") owned and operated by Smart Communications, Inc. ("SMART", "we" or "us"). In addition to the Content on the Web site and the services provided by SMART through the Web site ("Services"), the Web site may provide you with various opportunities to submit information, content and participate in various Services.

BY USING OUR WEB SITE AND THE SERVICES, YOU ARE ACCEPTING THE PRACTICES DESCRIBED IN THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT USE THE WEB SITE AND EXIT IMMEDIATELY. WE RESERVE THE RIGHT TO MODIFY OR AMEND THE FOLLOWING TERMS AND CONDITIONS FROM TIME TO TIME WITHOUT NOTICE. YOUR CONTINUED USE OF OUR WEB SITE AND ANY AFFILIATE WEB SITES FOLLOWING THE POSTING OF CHANGES TO THESE TERMS AND CONDITIONS WILL BE TAKEN AS YOUR ACCEPTANCE OF THE AMENDED TERMS AND CONDITIONS.

- 1. Copyright and Ownership.** All of the content featured or displayed on the Web site, including without limitation text, graphics, photographs, images, moving images, sound and illustrations ("Content"), is owned by SMART, licensors, vendors, agents and/or its Content providers. All elements of the Web site, including without limitation the general design and the Content, are protected by copyright, moral rights, trademark and other laws relating to intellectual property rights. The Services and the Web site may be used only for the intended purpose for which such Web site and Services are being made available. Except as may otherwise be indicated in specific documents within the Web site, you are authorized to view, play, print and download documents, audio and video found on our Web site for personal, informational and non-commercial purposes only. You may not modify any of the materials, and you may not copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information or work contained on the Web site unless with our express permission. Except as authorized under the copyright laws, you are responsible for obtaining permission before reusing any copyrighted material that is available on the Web site. For purposes of these Terms and Conditions, the use of any such material on any other Web site or networked computer environment is prohibited. You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Web site and Services. The Web site, its Content and all related rights shall remain the exclusive property of SMART or its licensors unless otherwise expressly agreed. You will not remove any copyright, trademark or other proprietary notices from material found on this Web site.
- 2. Trademarks.** All trademarks, service marks and trade names of SMART, its brands and subsidiaries used herein (including, but not limited to, the SMART name and the SMART logo) (collectively

"Marks") are trademarks or registered trademarks of SMART, PLDT or its subsidiaries, partners, vendors or licensors. You may not use, copy, reproduce, republish, upload, post, transmit, distribute or modify the Marks in any way, including in advertising or publicity pertaining to distribution of materials on this Web site, without SMART's prior written consent. The use of the Marks on any other Web site or network computer environment is not allowed without prior written consent.

3. **Submission Policy.** Where SMART may specifically invite or request submissions for information or content, SMART may encourage members of the public to submit user information, published content or user content (e.g., personal information, email address, testimonials, postings to forums, participation in communities, videos, photos, tips, etc.) to SMART that they have created for consideration in connection with the Web site and any related programs, books and broadcasts (each a "User Submission"). User Submissions remain the intellectual property of the individual user unless otherwise stated. However, by submitting content on our Web site, you expressly grant SMART a nonexclusive, perpetual, irrevocable, royalty-free, fully paid-up worldwide, fully sub licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, transmit, perform and display such content and your name, voice, and/or likeness as contained in your User Submission, in whole or in part, and in any form throughout the world in any media or technology, whether now known or hereafter discovered, including all promotion, advertising, marketing, merchandising, publicity and any other ancillary uses thereof, and including the unfettered right to sublicense such rights, in perpetuity throughout the universe. Any such User Submissions are deemed non-confidential, and SMART shall be under no obligation to maintain the confidentiality of any information, in whatever form, contained in any User Submission.
4. **Inappropriate Materials and Submissions.** For applicable Services, you are prohibited from posting or submitting any unlawful, threatening, defamatory, libelous, obscene, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability, or otherwise violate any law. Such violations may subject the sender and the sender's agents to civil and criminal penalties. SMART will reject any submissions or postings in which SMART believes, in its sole discretion, that any such activities have occurred. If notified by a user of a submission that allegedly violates any provision of these Terms and Conditions, SMART reserves the right to determine, in its sole discretion, if such a violation has occurred and to remove any such submission or posting from the Web site. You further understand and agree that sending unsolicited e-mail advertisements to the Web site or any user of the Web site or through voice computer systems is expressly prohibited by these Terms and Conditions. Any such unauthorized use of our computer systems is a violation of these Terms and Conditions and applicable "anti-spam" laws. In addition to any remedies that we may have at law or in equity, if we determine, in our sole discretion, that you have violated or are likely to violate the foregoing prohibitions, we may take any action we deem necessary to cure or prevent the violation, including,

without limitation, the immediate removal of the related materials from this Web site. We will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing us to disclose the identity of anyone posting such materials.

5. **Framing this Website.** Running or displaying this Web site or any information or material displayed on this Web site in frames or through similar means on another Web site without our prior written permission is prohibited. Any permitted links to this Web site must comply with all applicable laws, rule and regulations.
6. **Third-Party Links.** From time to time, this Web site may contain links to Web sites that are not owned, operated or controlled by SMART. All such links are provided solely as a convenience to you. If you use these links, you will leave this Web site. We are not responsible for any content, materials or other information located on or accessible from any other Web site, nor any products or services that you buy from that Web site or any donations made through that Web site. We do not endorse, guarantee or make any representations or warranties regarding any other Web sites, or any content, materials or other information located or accessible from any other Web sites, or the products or services that you may obtain from using any other Web sites or how any donations you make through such Web sites will be used. If you decide to access any other Web sites linked to or from this Web site, you do so entirely at your own risk.
7. **Access and Interference.** You agree that you will not use any robot, spider, scraper or other automated means to access the Web site for any purpose without our express written permission. Additionally, you agree that you will not: (a) take any action that, in our sole discretion, imposes, or may impose an unreasonable or disproportionately large load on our network and infrastructure; (b) interfere or attempt to interfere with the proper working of the Web site or any activities conducted on the Web site; or (c) bypass any measures we may use to prevent or restrict access to the Web site.
8. **Force Majeure.** Neither SMART nor you shall be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond its or your reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies; any law, order, regulation, ordinance or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers.
9. **DISCLAIMERS.** YOUR USE OF THIS SITE IS AT YOUR RISK. THE INFORMATION, MATERIALS AND SERVICES PROVIDED ON OR THROUGH THIS WEB SITE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY. WHILE WE TRY TO OUR BEST TO PROVIDE THE MOST ACCURATE AND UP TO DATE INFORMATION, SMART

DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION, MATERIALS OR SERVICES PROVIDED ON OR THROUGH THIS WEB SITE. SOME INFORMATION, MATERIALS AND SERVICES PROVIDED ON OR THROUGH THIS WEB SITE MAY BE OUT OF DATE, AND SMART DOES NOT MAKE ANY COMMITMENT OR ASSUME ANY DUTY TO UPDATE SUCH INFORMATION, MATERIALS OR SERVICES. THE FOREGOING EXCLUSIONS OF IMPLIED WARRANTIES DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW. PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS.

10. **LIMITATIONS OF LIABILITY.** SMART does not assume any responsibility for, and will not be liable for, any damages to, or any viruses that may infect your computer, telecommunication equipment or other property caused by or arising from your access to, use of, or browsing this Web site, or your downloading of any information or materials from this Web site. We do not guarantee continuous, uninterrupted or secure access to our Web site or Services, and operation of the Web site may be interfered with by numerous factors outside of our control. IN NO EVENT WILL SMART, OR ANY OF ITS OFFICERS, DIRECTORS, BOARD OF TRUSTEES, EMPLOYEES, SPONSORS, SHAREHOLDERS, AGENTS, SUCCESSORS OR ASSIGNS, NOR ANY PARTY INVOLVED IN THE CREATION, PRODUCTION OR TRANSMISSION OF THIS WEB SITE, BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THIS WEB SITE, ANY WEB SITES LINKED TO THIS WEB SITE, OR THE MATERIALS, INFORMATION OR SERVICES CONTAINED ON ANY OR ALL SUCH WEB SITES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU SPECIFICALLY ACKNOWLEDGE THAT SMART SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. THE FOREGOING LIMITATIONS OF LIABILITY DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW. PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS. IN THE EVENT OF ANY PROBLEM WITH THIS WEB SITE OR ANY CONTENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THIS WEB SITE.)
11. **Indemnity.** You agree to defend, indemnify and hold SMART harmless from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, related to or in connection with: (a) the use of the Web site or the Internet or your placement or transmission of any message or information on this Web site by you or your authorized users; (b) your violation of any of these Terms and Conditions, including without limitation, your breach of any of the representations and warranties above; (c) your violation of any third-party right, including without limitation any right of privacy,

publicity rights or intellectual property rights; (d) your violation of any law, rule or regulation of the Republic of the Philippines or any other country; (e) any claim or damages that arise as a result of any User Submission that you provide to SMART; or (f) any other party's access to and use of the Web site with your unique username, password or other appropriate security code.

12. **Release.** In the event that you have a dispute with one or more other users of the Web site, you release SMART (and our officers, directors, board of trustees, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.
13. **General.** Any claim relating to, and the use of, this Web site and the materials contained herein is governed by the laws of the Republic of the Philippines. If any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision shall be deleted and the remaining provisions shall be enforced. You agree that these Terms and Conditions and all incorporated agreements may be automatically assigned by SMART in our sole discretion. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. These Terms and Conditions set forth the entire understanding and agreement between us with respect to the subject matter hereof. 7 (Access and Interference), 10 (Limitations of Liability), 11 (Indemnity), and 12 (Release) shall survive any termination or expiration of these Terms and Conditions, your access to the Web site or use of the Services.
14. **Entire Agreement.** These Terms and Conditions are the entire agreement between the user and SMART and supersede any prior understandings or agreements (written or oral).
15. **Additional Assistance.** If you do not understand any of the foregoing Terms and Conditions or if you have any questions or comments, we invite you to contact us through the email address provided in the Contact Us Page.
16. **Copyright Notice.** All Web site design, content, graphics, text selections, arrangements and all software are Copyright © 2008, Smart Communications, Inc. ALL RIGHTS RESERVED