



CP. No.: 09706532371

Email: fibertechpoz@gmail.com

TERMS AND CONDITIONS

The following terms and conditions (hereinafter referred to as the "Agreement") apply to internet service (hereinafter referred to as the "Service") provided by **B&M Fiber-tech Fiber Optic Installation Services** (hereinafter referred to as "Fibertech").

1. **Effective Date.** This Agreement will take effect upon receipt of the installation fee and any other applicable charges as specified. It will be in effect until either party terminates it for whatever reason.
2. **Installation Fee.** A non-refundable installation fee applies to all subscribers.
3. **Installation and Connection.** The modem/router installation and connection will be handled by Fibertech.
4. **Contract Duration.** There is no locked-in period for our services. You may cancel/terminate the Service at any time.
5. **Equipment and Ownership.** The equipment and peripherals needed by the Subscriber to access the Service will be provided by Fibertech. At all times, Fibertech will retain ownership of the supplied equipment and peripherals and must be returned upon termination of service.
6. **Additional Installation Fees.** Subscriber may be billed for non-standard installs based on material and labor requirements according to the length of fiber optic cable and other installation requirements. Fibertech may consider waiving additional installation fees under certain circumstances, at its discretion. Each case will be evaluated individually.
7. **Service Commencement Date.** Service shall commence upon the Subscriber's acceptance. If no service issue is raised by the Subscriber at the end of the day of the installation, the service shall be deemed accepted. The day of activation shall be the Service Commencement Date.
8. **Relocation.** In case the Subscriber intends to transfer residence or location within the service area, they may apply for relocation and shall be charged the relocation fee to cover expenses for dismantling equipment from his present residence and reinstalling the same to the new residence.
9. **Changes in Service.** With adequate notice to subscribers, Fibertech retains the right to modify the Service for both technical and non-technical reasons. The subscriber agrees to cover all costs associated with any requested modifications to the service, including but not limited to reconnection, ownership transfer, and service change. All rates subject to change without prior notice to subscriber. These service adjustments shall be allowed only if the Subscriber is in good standing—that he does not have any unpaid fees or unsurrendered equipment, and does not have an outstanding amount in the applicable account.
10. **Payment Terms.** Payment for the Service is due every _____ day of the month. Failure to make timely payments may result in suspension or termination of service.
11. **Repair and Maintenance.** Subscriber shall be entitled to free spare parts and service for non-performance of modem/router and/or peripherals due to factory defects for the term of this Agreement. Damage of fiber optic drop cable resulting from force majeure shall be covered by Fibertech, otherwise it will be charged to Subscriber. However, the cost of repair and maintenance of modem/router and/or peripherals as a result of damage or lost due to the fault, misuse or negligence, or due to force majeure shall be charged to Subscriber.
12. **Suspension and Disconnection of Service**
 - 12.1 **Voluntary Temporary Disconnection (VTD).** The Subscriber may apply for a Voluntary Temporary Disconnection (VTD) of Service, subject to the payment of prevailing VTD fee of P200.00 at the time of application and unsettled balance including pro-rated bill. The Subscriber shall have seven (7) days from the end of the VTD period applied for to apply for re-activation, and pay the re-activation fee prevailing at the time of re-activation, failing which shall result in the permanent disconnection of the Service for the relevant account.
 - 12.2 **Suspension and Disconnection.** Subscriber agrees that Fibertech may, in its sole discretion, temporarily suspend or disconnect the Service if any bill is not paid after the due date. In such event, Subscriber agrees to pay the full amount due, including the days during which the Service is suspended. In the event that an unauthorized transfer of Service or location occurs, the Subscriber further agrees that Fibertech may temporarily suspend the Service.
 - 12.3 **Using the Service for Business.** Residential Plans are not allowed to use the service for "Piso Wifi", "Pesonet" or any similar internet service.
 - 12.4 **Violation by Subscriber of terms and condition.**
13. **Reconnection.** In the event of suspension or disconnection, Fibertech may at its option restore Service and/or rectify the cause of suspension upon payment of all outstanding obligation by Subscriber, including any and all applicable fees. The Subscriber will have a grace period of 3 days following disconnection to request a waiver of the reconnection fee. If the reconnection request is not made within this 3-day period, a reconnection fee of PHP 200 will be charged.
14. **Termination of Service.**
 - 14.1 **Cancellation Policy.** To cancel/terminate the service, the Subscriber may apply for cancellation/termination of Service by filling out the Termination of Service form and by settling all his outstanding obligation as well as the Subscriber's pro-rated bill with Fibertech up until the date of effectivity of the termination.
 - 14.2 **Fibertech** may terminate the Service or this Agreement for non-payment of Subscriber's accountabilities.
15. **Subscriber** possesses the modem/router and/or peripherals in trust for. In the event that the subscription is terminated for any reason whatsoever, or if Fibertech terminates the Service for non-payment of Subscriber's accountabilities. Subscriber hereby authorize Fibertech, its agents, or representatives to enter the Subscriber's premises where the modem/router and/or peripherals are installed and allow Fibertech to pull out or remove such modem/router and/or peripherals.
16. **Service Availability and Limitations.** Service availability is subject to geographic location and network capacity. We strive to provide the best possible service but cannot guarantee uninterrupted service or specific speeds.
17. **Speed and Reliability.** Fibertech guarantees a minimum of 30% of the subscribed internet speed with 90% service reliability. In the event that the internet service is not restored within 3 days after the Subscriber files a report, the Subscriber will not be charged for the downtime beyond the initial 3 days. The cost for the period of outage will be deducted from the Subscriber's next bill.
18. **Modifications to Terms.** Fibertech reserves the right to modify these terms and conditions at any time. Changes will be communicated to subscribers through appropriate channels.
19. **Customer Support.** For any issues or queries, please contact us at these numbers: 09706532371/09760254343. We are committed to providing timely and effective assistance.
20. **Modem/Router. (Do Not Reset the modem).** The modem settings will be erased. A Fee of **P200.00** will be charged to the subscriber for Technician Visit to reconfigure the modem.
21. **Acknowledgment.** By signing below, the customer acknowledges that they have read, understood, and agreed to all terms and conditions outlined in this agreement.

Thank you for choosing Fibertech!

Account No.: _____

Subscriber's Signature over Printed Name

Date