

Subscriber Agreement and User Code of Conduct

This agreement ("Agreement") is between IMindoro/Silverbackasp ("we," "us" or "IMindoro/Silverbackasp") and the user ("you," "user" or "Customer") of IMindoro's enhanced IP communications services and any related products or services ("Service"). This Agreement governs both the Service and any devices, such as Internet Access, IP phone, Multimedia Terminal Adapter, Analog Telephone Adapter or any other IP connection device ("Device" or "Equipment"), used in conjunction with the Service. By activating the Service, you acknowledge that you have read and understood, and you agree, to the terms and conditions of this Agreement, and you represent that you are of legal age to enter this Agreement and become bound by its terms.

1. SERVICE

1.1 Term

Service is offered on a monthly basis for a term, which begins on the date that IMindoro activates your Service and ends on the day before the same date in the following month. Subsequent terms of this Agreement automatically renew on a monthly basis without further action by you unless you give IMindoro/Silverbackasp written notice of non-renewal at least ten [10] days before the end of the monthly term in which the notice is given. You are purchasing the Service for full monthly terms, meaning that if you attempt to terminate Service prior to the end of a monthly term, you will be responsible for the full month's charges to the end of the then-current term, including without limitation unbilled charges, plus a disconnect fee, all of which immediately become due and payable. Expiration of the term or termination of Service does not excuse the Customer from paying all unpaid, accrued charges due in relation to the Agreement.

1.2.1 Residential Use of Service and Device

if you have subscribed to IMindoro/Silverbackasp's enhanced IP communications services, the Service and Device are provided to you as a responsible Internet user. This means that you are not to resell or transfer the Service or the Device to any other person for any purpose, or make any charge for the use of the Service, without express written permission from IMindoro in advance. You agree that the IMindoro enhanced IP communication services do not confer the right to use the service for operating spiders programs, spamming, auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting. IMindoro/Silverbackasp reserves the right to immediately terminate or modify the Service, if IMindoro/Silverbackasp determines, in its sole discretion, that Customer's Service is being used for any of the aforementioned activities.

1.3 Lawful Use of Service and Device

1.3.1 Prohibited Uses:

You agree to use the Service and Device only for lawful purposes. This means that you agree not to use them for transmitting or receiving any communication or material of any kind when in IMindoro/Silverbackasp's sole judgment the transmission, receipt or possession of such communication or material (i) would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, provincial, national or international law or (ii) encourages conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, provincial, national or international law. IMindoro/Silverbackasp reserves the right to terminate your service immediately and without advance notice if IMindoro, in its sole discretion, believes that you have violated the above restrictions, leaving you responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee, all of which immediately become due and payable. You are liable for any and all use of the Service and/or Device by any person making use of the Service or Device provided to you and agrees to indemnify and hold harmless IMindoro against any and all liability for any such use that fails to comply with this Section 1.3.1. If IMindoro, in its sole discretion believes that you have violated the above restrictions, IMindoro may forward the objectionable material, as well as your communications with IMindoro/Silverbackasp and your personally identifiable information to the appropriate authorities for investigation and prosecution.

1.3 Loss of Service Due to Power Failure

you acknowledge and understand that the Service does not function in the event of power failure. Should there be an interruption in the power supply; the Service will not function until power is restored. A power failure or disruption may require the Customer to reset or reconfigure equipment prior to utilizing the Service.

1.4 Theft of Service

You agree to notify IMindoro/Silverbackasp immediately, in writing or by calling the IMindoro/Silverbackasp customer support line, if the Device is stolen or if you become aware at any time that your Service is being stolen or fraudulently used. When you call or write, you must provide your account number and a detailed description of the circumstances of the Device theft or fraudulent use of Service. Failure to do so in a timely manner may result in the termination of your Service and additional charges to you. You will be liable for all use of the Service using a Device stolen from you and any and all stolen Service or fraudulent use of the Service.

1.5 Return of Device

The Device may be returned to IMindoro within fourteen (14) days of the line termination to receive a credit for the 2,500 Pesos disconnect fee (refer to section 4.6 of this document regarding termination fees), provided: (i) Customer retained proof of purchase and original packaging and (ii) contents are undamaged and in original condition and (iii) and all documentation and packaging materials are returned. If Customer receives cartons and/or Devices that are visibly damaged, please note the damage on the carrier's freight bill or receipt and keep a copy or reject the shipment to be returned to IMindoro. Keep the original carton, all packing materials and parts intact and contact IMindoro's customer care department immediately. Warranty coverage varies depending on the type of Device that Customer chooses. Please refer to the IMindoro warranty materials included in the customer guide with the packaging of your Device(s).

1.10 Service Distinctions

You acknowledge and understand that the VOIP Service is NOT a telephone service. Important distinctions exist between telephone service and the enhanced communication service offering provided by IMindoro/Silverbackasp. The Service is subject to different regulatory treatment than standard phone service. This treatment may limit or otherwise affect your rights of redress before national and provincial telecommunications regulatory agencies.

2. CHANGES TO THIS AGREEMENT

IMindoro/Silverbackasp may change the terms and conditions of this Agreement from time to time. Notices will be considered given and effective on the date posted. Agreement posted supercedes all previously agreed to electronic and written Terms of Service.

3. CHARGES / PAYMENTS / DEFAULT / TAXES / TERMINATION

4.1 Billing

You must give us a valid Company Name, Contact Persons, Address and Phone Numbers when the Service is activated. If you close your Phone or Internet Access account or your billing address changes, or the service is cancelled and replaced, you must advise IMindoro/Silverbackasp at once. We will bill all charges monthly to your address, including but not limited to: activation fees, monthly Service fees, international usage charges, advanced feature charges, equipment purchases and shipping and handling charges. IMindoro/Silverbackasp reserves the right to bill at more frequent intervals if the amount due at any time exceeds 5,000 Pesos.

4.2 Billing Disputes

you must notify IMindoro/Silverbackasp in writing within 7 days after receiving your statement if you dispute any IMindoro/Silverbackasp charges on that statement or such dispute will be deemed waived. Billing disputes should be notified to the following address:

Billing Department
IMindoro/Silverbackasp, Inc.
IMC Bldg, Sabang, Puerto Galera, Oriental Mindoro
or
joyce@silverbackasp.com

4.3 Payment

IMindoro/Silverbackasp only accepts payments by Check or Cash. Your initial use of the Service authorizes IMindoro to charge the customer account number on file with IMindoro, including any changed information given IMindoro. IMindoro/Silverbackasp may terminate your Service at any time in its sole discretion, if any charge to your account on file with IMindoro is declined or reversed or in case of any other non-payment of account charges. Termination of Service or non-payment leaves you FULLY LIABLE to IMindoro for ALL CHARGES ACCRUED BEFORE TERMINATION and for charges incurred by IMindoro owing to your non-payment, such as (but not limited to) collection costs and attorney's fees.

4.4 Termination/Discontinuance of Service

IMindoro/Silverbackasp reserves the right to suspend or discontinue providing the Service generally, or to terminate your Service, at any time in its sole discretion. If IMindoro discontinues providing the Service generally, or terminates your Service in its discretion without a stated reason, you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. If your Service is terminated for any stated reason, including without limitation violation of this Agreement, or because of any improper use of the Service or Device (such as, but not limited to, your attempts to hack, disrupt, or misuse the Service), you will be responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee, all of which immediately become due and payable.

4.5 Taxes

Customer is responsible for, and shall pay any applicable national, provincial, municipal, local or other

governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of Customer's subscription or use or payment for the Service or a Device. Such amounts are in addition to payment for the Service or Devices and will be billed to your account. If Customer is exempt from payment of such taxes, it will provide IMindoro/Silverbackasp with an original government-issued certificate attesting to tax-exempt status. Tax exemption will only apply from and after the date IMindoro/Silverbackasp receives the Tax Exempt Document.

4.6 Disconnect Fee

Customer will be charged a disconnect fee of 2,500 Pesos per IP voice line upon termination of Service for any reason or for convenience by Customer. The disconnect fee becomes due and payable immediately upon termination and will be billed directly to Customer. If Customer has multiple lines, Customer will be charged a disconnect fee of 2,500 Pesos per line for each line disconnected. To receive a credit for the disconnect fee, Customer must return the Device(s) undamaged and in original condition, packaging included, within fourteen (14) days of termination. IMindoro/Silverbackasp will not credit Customer if the Device(s) is damaged or not in its original condition as received by the Customer. In the event Customer disconnects multiple lines, IMindoro/Silverbackasp will issue Customer a credit for all disconnect fees upon receipt of all Devices (e.g., Multimedia Terminal Adapters, etc.) in accordance with this Section.

5. WARRANTY and LIABILITY LIMITATIONS / INDEMNIFICATION

5.1 Limitation of Liability

IMindoro/Silverbackasp shall not be liable for any delay or failure to provide the Service, including 117 dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following:

- 1.) Act or omission of an underlying carrier, service provider, vendor or other third party;
- 2.) Equipment, network or facility failure;
- 3.) Equipment, network or facility upgrade or modification;
- 4.) Force majeure events such as (but not limited to) acts of god; strikes; fire; war; riot; government actions;
- 5.) Equipment, network or facility shortage;
- 6.) Equipment or facility relocation;
- 7.) Service, equipment, network or facility failure caused by the loss of power to Customer; or
- 8.) Any other cause that is beyond IMindoro's control, including without limitation the failure of an incoming or outgoing communications, the inability of communications to be connected or completed, or degradation of voice quality.

IMindoro/Silverbackasp's liability for any failure or mistake shall in no event exceed Service charges with respect to the affected time period.

5.2 No Consequential Damages

In no event shall IMindoro/Silverbackasp, its officers, directors, employees, affiliates or agents or any other service provider who furnishes services to Customer in connection with this Agreement or the Service be liable for any incidental, indirect, special, punitive, exemplary or consequential damages, or for any damages, including but not limited to loss of data, loss of revenue or profits, or arising out of or in connection with the use or inability to use the Service, including inability to be able to dial 911 or to access emergency service personnel through the Service. The limitations set forth herein apply to claims founded in breach of contract, breach of warranty, products liability, tort and any and all other theories of liability and apply whether or not IMindoro/Silverbackasp was informed of the likelihood of any particular type of damages.

5.3 Indemnification

Customer agrees to defend, indemnify, and hold harmless IMindoro/Silverbackasp, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of Customer's Service, relating to this Agreement, or the Device. This paragraph shall survive termination of this Agreement.

5.4 No Warranties on Service

IMindoro/Silverbackasp makes no warranties, express or implied, including but not limited to, any implied warranties of merchantability or fitness of the Service or the Device for a particular purpose. IMindoro/Silverbackasp does not warrant that the Service will be without Service failure, delay, interruption, error, and degradation of voice quality or loss of content, data or information. Neither IMindoro/Silverbackasp nor its officers, directors, employees, affiliates or agents or any other service provider or vendor who furnishes services or products to Customer in connection with this Agreement or the Service will be liable for unauthorized access to IMindoro/Silverbackasp or Customer's transmission facilities or premises equipment or for unauthorized access to, or alteration, theft or destruction of, Customer's data files, programs, procedures or information through accident, fraudulent means or devices or any other method, regardless of whether such damage occurs as a result of IMindoro/Silverbackasp or its service provider's or vendors' negligence. Statements and descriptions concerning the Service or Device, if any, by IMindoro/Silverbackasp or IMindoro/Silverbackasp's agents or installers are informational and are not given as a warranty of any kind.

5.5 No Warranties, or Limited Warranties, for Devices

If Customer purchased the Device new from IMindoro/Silverbackasp and the Device included a limited warranty at

the time of purchase, Customer must refer to the separate limited warranty document for information on the limitation and disclaimer of certain warranties. If Customer's Device did not include a limited warranty from IMindoro/Silverbackasp at the time of purchase, Customer agrees that it accepts its Device "as is" and that Customer is not entitled to replacement or refund in the event of any defect.

5.6 Content

you are liable for any and all liability that may arise out of the content transmitted by or to you or Users using the Services. You shall assure that your or User's use of the Services and content will at all times comply with all applicable laws, regulations and written and electronic instructions for use by iMindoro/Silverbackasp. IMindoro/Silverbackasp reserves the right to terminate or suspend affected Services, and/or remove Your or Users' content from the Services, if IMindoro/Silverbackasp determines that such use or content does not conform with the requirements set forth in this Agreement or interferes with IMindoro's ability to provide Services to you or others or receives notice from anyone that Your or Users' use or Content may violate any laws or regulations. IMindoro/Silverbackasp's actions or inaction under this Section shall not constitute review or approval of your or Users' use or Content. You will indemnify and hold IMindoro/Silverbackasp against any and all liability arising from the content transmitted by or to you or to Users using the Services. A "User" means any person, whether authorized or unauthorized, using the Service and/or Device provided to you.

6. GOVERNING LAW / RESOLUTION OF DISPUTES

6.1 Mandatory Arbitration

Any dispute or claim between Customer and IMindoro/Silverbackasp arising out of or relating to the Service or Device provided in connection with this Agreement shall be resolved by arbitration before a single arbitrator administered by the Philippine Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitrator's decision shall follow the plain meaning of the relevant documents, and shall be final and binding. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All claims shall be arbitrated individually and Customer will not bring, or join a punitive or certified class action to arbitration or seek to consolidate or bring previously consolidated claims in arbitration. Customer acknowledges that this arbitration provision constitutes a waiver of any right to a jury trial.

6.2 Governing Law

The Agreement and the relationship between you and IMindoro/Silverbackasp shall be governed by the laws of the Philippine Islands. You and IMindoro agree to submit to the personal and exclusive jurisdiction of the courts located within the Municipal area of Makati-City. The failure of IMindoro/Silverbackasp to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

6.3 Entire Agreement

This Agreement and the rates for Services found on IMindoro/Silverbackasp's website and documentation constitute the entire agreement between you and IMindoro/Silverbackasp and govern your use of the Service, superseding any prior agreements between you and IMindoro and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. No amendment to this Agreement shall be binding upon IMindoro/Silverbackasp unless and until posted in accordance with Section 3 hereof.

6.4 Severability

if any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement are still valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

7. PRIVACY

IMindoro/Silverbackasp Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. IMindoro/Silverbackasp is not liable for any lack of privacy, which may be experienced with regard to the Service. Please refer to our Security Guarantee on our website at: <http://www.iMindoro.net/security.htm#guarantees> for additional information.

8. CHANGES; NOTICES

Notice to Customer of any changes to the "Terms of Service" shall be considered given by posting to the "Service Announcements" section of the IMindoro/Silverbackasp Web Site or email directly to customer. Notice will be considered received by Customer, and such changes will become binding on Customer, on the date posted to the IMindoro Web Site or emailed to customer and no further notice by IMindoro/Silverbackasp is required.

Last Updated: May 30, 2006

Subscriber Name and Signature

Imindoro/Silverbackasp