

# IP Address Use Policy

version date: November 22, 2021



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## POLICY STATEMENT / OVERVIEW

### 1.1. DEFINITION OF TERMS

“Blacklist” refers to a list of IP Addresses which are prohibited from accessing networks as a result of illegitimate or malicious use of IP Addresses.

“Blacklisting” refers to the process of inclusion of an IP Address in the Blacklist.

“Delisting” refers to the process of removing an IP Address from the Blacklist.

“Delisting Fee” refers to the service fee to be paid by Subscriber to PT&T for the removal of its IP Address from the Blacklist.

“Monthly Recurring Charges” refers to the monthly charges indicated in the Subscription Agreement to be paid by the Subscriber for its subscription to PT&T’s internet services and use of the assigned IP Address/es.

“IP Address” refers to Internet Protocol Address that PT&T provides to the Subscriber consisting of a string or series of numbers and periods which is used to identify a device or a local network in the internet.

“IP Policy” refers to this IP Address Use Policy.

“IP Provider” refers to the organization providing IP delegation services to PT&T.

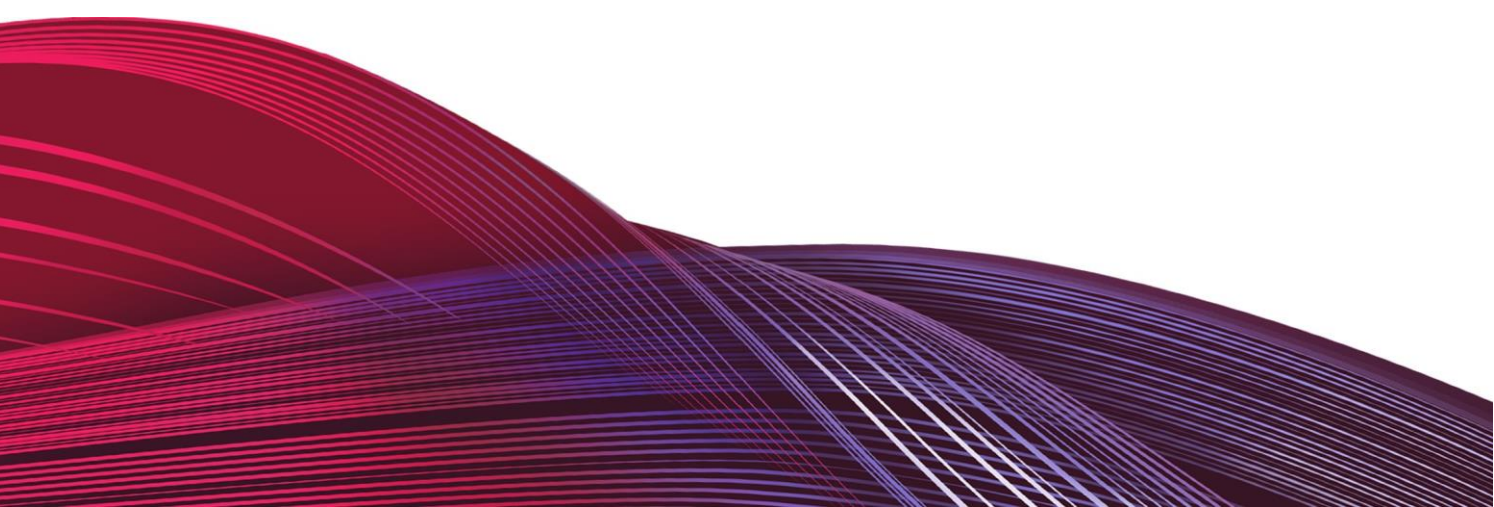
“IP Block” refers to the range of Internal Protocol Address where the IP address provisioned to the Subscriber belongs to.

“Penalty” refers to the fine imposed upon Subscriber in accordance with Section 5.

“PT&T” refers to the Philippine Telegraph and Telephone Corporation.

“Regional Internet Registry” refers to an organization that manages the allocation and registration of Internet number resources within a region of the world.

“Resumption Fee” refers to the fee to be paid by the Subscriber in case its IP Address is terminated or suspended by the IP Provider due to grave, persistent, or repeated violations.



“SPAM or SPAM email marketing” refers to unsolicited and unwanted junk email sent out in bulk to an indiscriminate recipient list.

“Subscriber” refers to a client or customer of PT&T who has been assigned an IP Address.

“Subscription Agreement” refers to the agreement signed by Subscriber for the internet services provided by PT&T.

## **1.2. EFFECTIVITY OF THE IP POLICY**

This IP Policy shall be effective and binding to the Subscriber upon the assignment of the IP Address until the end of the service period as specified in the Subscription Agreement. By using the assigned IP Address, Subscriber is deemed to have accepted the terms of this IP Policy.

## **1.3. DISCLAIMER OF WARRANTY**

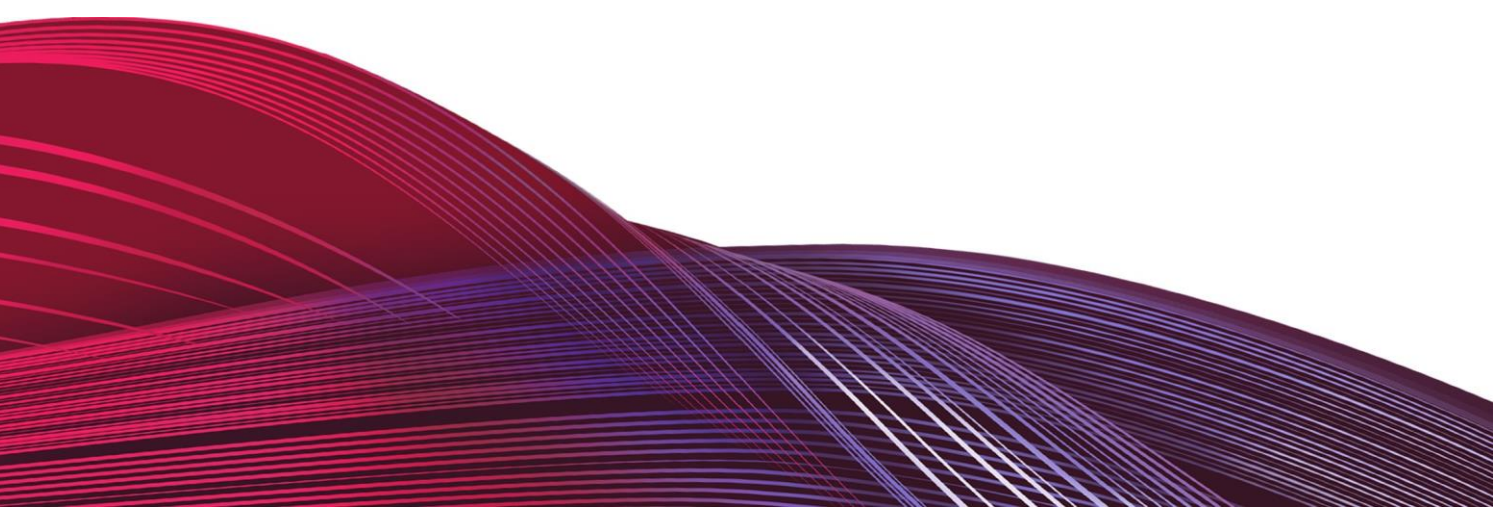
Subscriber accepts that the IP Addresses are provided by PT&T on an “as-is” basis with all risks and faults associated therewith. PT&T makes no representation, warranty, or covenant of any kind with respect to any services or any included IP Address, whether express, implied, or statutory, including, but without limitation, any implied warranties of merchantability, fitness for a particular purpose, satisfaction of requirements, non-infringement, or any warranty arising out of a course of performance, dealing, trade or usage.

Any and all representations, warranties, and covenants are hereby disclaimed by PT&T and waived by Subscriber. Without limiting the generality of the foregoing, PT&T does not represent, warrant or covenant that any service or IP Address, or any access or use thereof: (i) will be uninterrupted, (ii) will be free of defects, inaccuracies, or errors, (iii) will meet Subscriber’s requirements, or (iv) will operate in the configuration or with other hardware or software that Subscriber uses.

## **1.4. PROHIBITED USES OF THE IP ADDRESS**

Subscriber agrees that Subscriber including its employees, agents, representatives, customers and third parties with access through Subscriber to the IP Block will comply with the policy of the Regional Internet Registry and will not:

- (a) Use the IP Address for purposes other than as disclosed to PT&T.
- (b) Transfer or allow unauthorized persons to access or use the IP Address.
- (c) Use the IP Address for any illegal or abusive purposes including SPAM and SPAM email marketing.
- (d) Use the IP Block for any unlawful purpose, including without limitation (i) intentionally or knowingly transmitting, receiving, or disseminating any obscene, pornographic, threatening, defamatory or other unlawful information or information which infringes upon legal rights of others, including intellectual property rights, (ii) intentionally or knowingly accessing accounts, servers, websites, data, hardware or software not intended to be accessed by Subscriber; or (iii) engaging in any kind of fraudulent transaction or conduct.
- (e) Intentionally or knowingly use the IP Block to transmit, receive or disseminate any information or material which could be expected to offend a reasonable person due to indecent, harassing, racially or ethnically discriminatory, violent, or otherwise offensive content.



- (f) Use the IP Block to transmit or disseminate unsolicited bulk messages, including advertisements, informational distributions and charitable or other solicitations.

Subscriber understands and agrees that PT&T shall not be liable for the Blacklisting of the IP Address, and that Subscriber shall pay for any and all charges made against PT&T arising from Subscriber's use or misuse of the IP Address.

In case of disputes with respect to the Subscriber's use of the IP Address, PT&T reserves the right to make the final decision which shall be binding upon the Subscriber.

#### 1.5. PENALTY FOR BLACKLISTED IP ADDRESS

In the event that PT&T receives any complaint regarding usage of the IP Address, PT&T will notify Subscriber and the Subscriber will take immediate action to investigate and remedy any such complaint. Subscriber agrees to pay for all costs, expenses, fees, and damages that may occur arising from the Blacklisting of the IP Address as a result of usage by the Subscriber or its users.

In case an IP Address is Blacklisted, PT&T shall charge the Subscriber with a Penalty in the following amounts per incident of Blacklisting:

Incident Number	Penalty Amount (in US\$) per incident of Blacklisting
1 <sup>st</sup> Incident	24.00
2 <sup>nd</sup> Incident	30.00
3 <sup>rd</sup> and each succeeding Incident	36.00

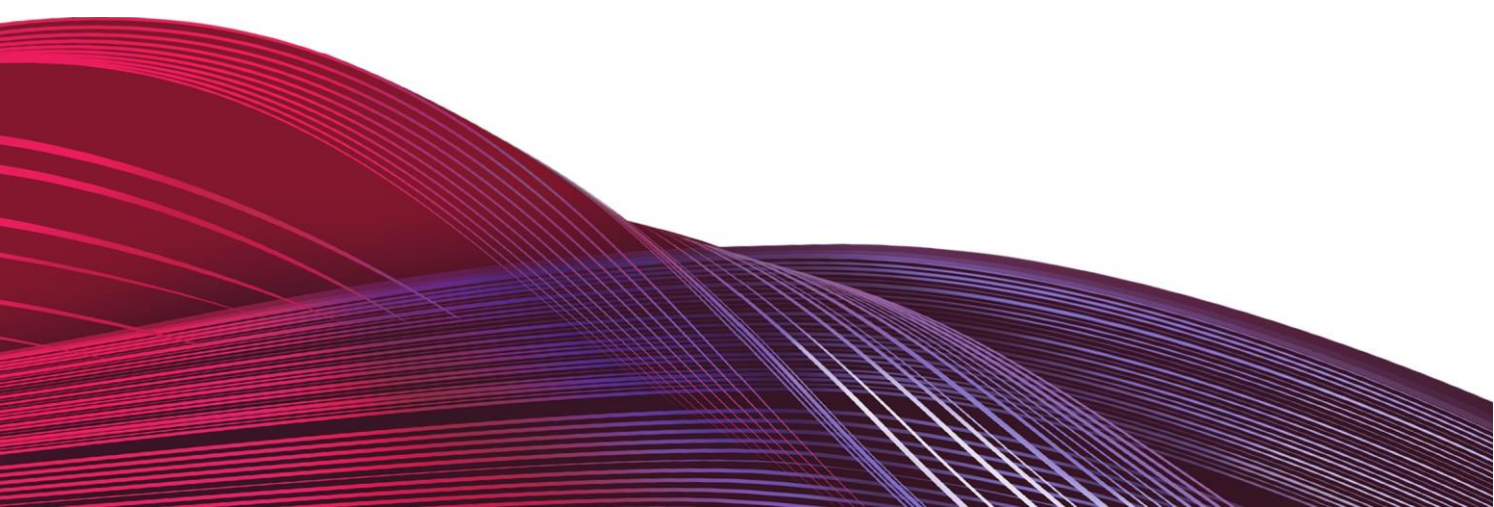
The payment of the Penalty does not include the charges for the Delisting of the Blacklisted IP Address which is covered by the Delisting Fee under Section 6.

PT&T shall not be liable for any loss or damage suffered by Subscriber due to the aforementioned suspension and/or termination. Subscriber shall not be entitled to any compensation or adjustment in its Monthly Recurring Charges in case its internet service is interrupted due to the Blacklisting, suspension and/or termination of its IP Address.

#### 1.6. DELISTING FEE

If an IP Address is Blacklisted, PT&T shall process the Delisting of the Blacklisted IP Address subject to the payment of the Delisting Fee. The amount of Delisting Fee shall depend on the level of severity or complexity of the Blacklisting involved. The Delisting Fee does not include the Penalty under Paragraph 5.

Level of Severity	Description	Delisting Fee (in US\$)
Level 1	Affects an individual IP Address. For example: /30, /29, /28 & /27	100.00
Level 2	Clients with more than 30 assigned IP Addresses.	300.00





	For example: /26, /25, /24, /23 & /22	
Level 3	Clients with Autonomous System Number (ASN)	500.00

### 1.7. PAYMENT TERMS

PT&T shall send an invoice to Subscriber for the payment of the Delisting Fee, Penalty, and other applicable penalties and charges. Subscriber shall settle the amount due within 7 days from its receipt of the invoice from PT&T. Failure to pay within the 7-day period will lead to the imposition of late payment interest equivalent to two percent (2%) of the amount due until the full amount due is settled by the Subscriber. Subscriber may pay the amount due in Philippine Pesos subject to the prevailing currency exchange rate at the date of payment.

PT&T shall have the right to deduct any amount due under this IP Policy from the advance payments or deposits made by the Subscriber under the Subscription Agreement.

### 1.8. SUSPENSION OR TERMINATION OF IP ADDRESS

In case that the total sum due exceeds Fifty Percent (50%) of the Subscriber's Monthly Recurring Charges, PT&T reserves the right to immediately suspend the IP Address after providing Subscriber with prior written notice of such suspension.

Subscriber understands that grave, persistent and/or repeated violations of this Policy may lead to the suspension or termination of the IP Address by the IP Provider without fault on the part of PT&T. In case the IP Address is suspended or terminated by the IP Provider, Subscriber shall be required to pay the Resumption Fee in the amount of **US DOLLAR: ONE THOUSAND TWO HUNDRED (US\$ 1,200.00)** for the terminated IP Address to be reinstated. The Resumption Fee does not include the Penalty and Delisting Fee under Sections 5 and 6 of this IP Policy.

The suspension or termination of an IP Address shall only be lifted after Subscriber has fully settled all outstanding charges under its account including interests due, if any.

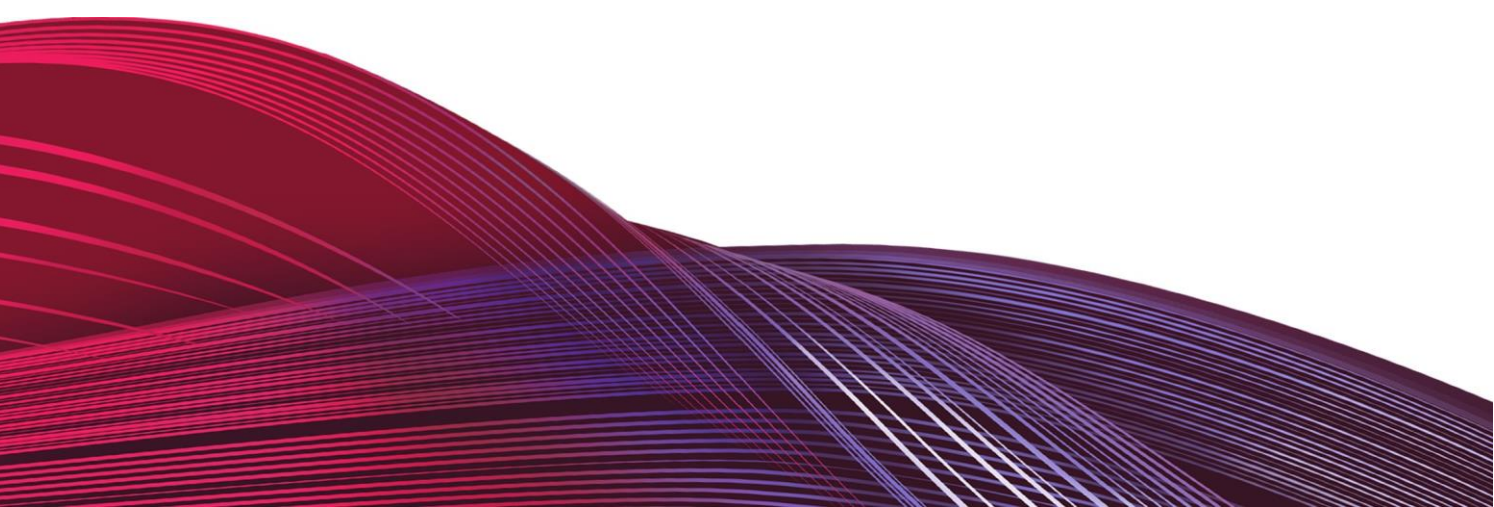
### 1.9. NO PROPERTY RIGHTS

Subscriber acknowledges and agrees that:

- (a) the IP Addresses are not the property (real, personal or intellectual) of Subscriber;
- (b) Subscriber does not and shall not have or acquire any property rights in or to the IP Address; and
- (c) Subscriber shall not attempt, directly or indirectly, to obtain or assert any patent, trademark, service mark or copyright in any number resources the Philippines or any other country.

### 1.10. LIMITATION OF LIABILITY

PT&T is not liable to the Subscriber for any indirect, consequential, collateral, special, punitive or incidental loss or damage suffered or incurred by the Subscriber in connection with the Subscriber's use of the IP Address whether during or after the term of the Subscription Agreement, and regardless of the form in which any legal or equitable action may be brought (whether in tort, contract, strict liability or otherwise).



PT&T shall not be liable to the Subscriber in contract, tort or otherwise in respect of claims brought by any third party in connection with the IP Address.

#### **1.11. NON-ASSIGNMENT**

Subscriber shall not assign or transfer any of its rights, interests and obligations under this IP Policy or the assigned IP Address/es to any person, firm, or entity without the prior written approval of PT&T. Any assignment or transfer in violation of this section is void.

#### **1.12. CHANGES TO THE IP POLICY**

PT&T reserves the right to amend this IP Policy anytime including the amounts of penalties and fees involved, without notice to Subscriber. Changes to this IP Policy shall be posted on PT&T's website.

#### **1.13. NOTICES**

Notices required under this IP Policy shall be sent by PT&T to the email address indicated by the Subscriber in its Subscription Agreement. It shall be the responsibility of the Subscriber to update PT&T of any changes to its active email address. PT&T shall not be liable for failure by Subscriber to receive the required notice due to its failure to keep its given email address current and active.

#### **1.14. INQUIRIES**

Any question or inquiry regarding this IP Policy may be sent by the Subscriber by mail or email to the contact details indicated below:

**Customer Service Division**

Spirit of Communications Center, 106 C. Palanca St., Legazpi Village, Makati City 1229

[crm@ptt.com.ph](mailto:crm@ptt.com.ph)

#### **1.15. EFFECTIVE DATE**

This IP Policy and any changes thereto shall become effective upon its publication on the PT&T Website.

