

KONEK2DAMAX Terms and Conditions

1. Agreement

By using the Internet services provided by PBI, you agree to comply with the following terms and conditions. These terms apply to all Prepaid and Postpaid customers who use our services. Please read these terms carefully before subscribing to or using our services.

2. Services Provided

- **Prepaid Services:** Customers must pay for services in advance. The prepaid account will be topped up according to the chosen plan and can be used until the balance is exhausted.
- **Postpaid Services:** Customers will be billed monthly for the services rendered based on usage. The bill is payable within the specified period.

3. Account Activation and Use

- To activate the service, you must provide accurate personal information. You are responsible for maintaining the confidentiality of your account information, including passwords and account access.
- **Prepaid Customers:** Prepaid services will only be available after the initial payment has been made and credited to your account.
- **Postpaid Customers:** Postpaid accounts are subject to credit approval. PBI reserves the right to reject postpaid applications based on credit evaluation.

4. Payment Terms

- **Prepaid:** All payments must be made in advance, and services will remain active only with sufficient balance.
- **Postpaid:** Invoices will be sent monthly, and payment must be made by the due date. Internet connection will be disconnected for late payments and will have a reconnection fee of One Hundred Pesos (P100.00).
- Any dispute related to billing must be reported within 30 days from the date of the invoice. Failure to file the dispute within the said period shall mean that the billing is accurate.

5. Service Availability and Limitations

- **Network Availability:** PBI will make reasonable efforts to ensure service availability. However, we do not guarantee uninterrupted or error-free service.
- **Fair Use Policy:** PBI reserves the right to apply a fair usage policy to prevent excessive use of network resources, particularly for postpaid customers.
- **Service Interruptions:** In case of service interruption due to technical issues or maintenance, we will notify you in advance. Service credit may be offered if the service interruption is more than 20% of the remaining subscribed days of the month.

6. Changes to Plans and Rates

- PBI reserves the right to change the pricing, features, or terms of services for both prepaid and postpaid plans after the contract period. You will be notified in advance of any significant changes before the renewal of the contract period.
- **Prepaid Customers:** Changes to your prepaid plan will take effect at the time of your next recharge or top-up.
- **Postpaid Customers:** Changes to the postpaid plan will be reflected in the next billing cycle.

7. Termination and Suspension

- **Prepaid Customers:** Your prepaid account may be terminated or suspended if the balance runs out or if fraudulent activity is detected. You can stop the service at any time by discontinuing payment.
- **Postpaid Customers:** We reserve the right to suspend or pre-terminate your service if you fail to make timely payments or commit breach the terms of this agreement. In such cases, outstanding payments will remain due including the pre-termination fee if applicable. Pre-termination fee is monthly subscription fee multiplied by the number of remaining months of the contract period. Contract period is 24 months.
- **Voluntary Termination:** You may terminate your account at any time by contacting customer support. Refunds or credits are subject to the terms of your plan.

8. Customer Obligations

- You agree to use the services legally and not to engage in illegal activities using our network.
- You are responsible for ensuring that your equipment (e.g., modem, router, etc.) is compatible with our network and in good working condition.
- You may not resell, transfer, or assign your services to third parties without prior written approval from PBI.

9. Privacy and Data Protection

- By using our services, you consent to the processing of your data as described in the Privacy Policy, which outlines how we collect, store, and use your data.
- You agree that PBI may monitor usage patterns to ensure service quality and compliance with these terms.

10. Limitation of Liability

- PBI will not be liable for any indirect, incidental, or consequential damages arising out of your use or inability to use the services, even if we have been advised of the possibility of such damages.

11. Amendments

- PBI may update these terms and conditions from time to time. Any changes will be communicated via our website or directly to your account. Continued use of the service after fifteen (15) days reckoned from the time the changes are posted in the website shall mean your acceptance of the updated terms.

12. Governing Law

- All applicable laws, rules, and regulations in the Philippines govern these terms. Any dispute arising from this agreement will be resolved in the competent courts of Davao City.

13. Contact Information

- For any inquiries, complaints, or support regarding your service, please contact Performance Broadband Inc. at:
 - Email: sales@performancebroadband.com.ph
 - Phone: 0970-390-1955
 - Website: <https://performancebroadband.com.ph/>