

### PREPAID REGISTRATION (INDIVIDUAL)

This application form is intended to be used for existing SVN subscribers who need to register their SVN as declared by the Sim Registration Law of the Philippines.

Date of Application				
Type of Application				
Mobile Number to be Registered				
CUSTOMER INFORMATION				
ID Card				
ID Card Number				
First Name	Middle Name		Last N	ame
		T		1
Birthday	Sex			
ADDRESS INFORMATION				
House and Lot No	Street		Subdivision/Village	
Unit Floor	Building		Province	
City/Municipality	Barangay		Zip Code	
ALTERNATE CONTACT INFORMA	TION			
We will be using this to contact you in case we need to further validate the information you provided.				
Alternate Contact No (optional)				
Email Address (optional)				
DECLARATION AND ATTESTATION				
I, the Subscriber, hereby attest that I personally accomplished the registration of the foregoing MINs, and that the information and identification documents provided herewith are true, accurate, and correct, in compliance with RA 11934 or An Act Requiring the Registration of Subscriber Identity Module				
☐ I accept the Terms and Conditions for SIM Registration provided by Smart Communications, Inc. below				
☐ I accept the Privacy Notice for SIM Registration provided by Smart Communications, Inc. below				

### TERMS AND CONDITIONS

### **SIM Registration**

The following Terms and Conditions ("Terms") shall apply to the Subscriber Identity Module Registration Service ("SIM Registration Service") that will be provided by Smart Communications, Inc. ("SMART" or the "Company") to an individual or juridical entity availing its services ("Subscriber") in accordance with Republic Act No. 11934 otherwise known as the "Subscriber Identity Module 'SIM' Registration Act" (hereafter, the "SIM Registration Act") and its Implementing Rules and Regulations set out in NTC Memorandum Circular No. 001-12-2022 (the "SRA IRR").

#### 1. DEFINITION OF TERMS

- a. Application refers to either an Individual Subscriber's or Juridical Entity Subscriber's application to be registered under the SIM Registration Act and the SRA IRR.
- b. Authorized Signatory refers to the authorized representative of the Juridical Entity Subscriber to transact with the Company.
- c. *Automatic Deactivation* refers to the automated process of rendering a SIM incapable of being used for outgoing and incoming calls, internet access, or sending and receiving messages, upon the expiration of the period for registration under the SIM Registration Act and the SRA IRR.
- d. *Deactivated* refers to the condition or status of a SIM rendering it incapable of being used for outgoing and incoming calls, internet access, or sending and receiving messages, except for exclusively enabling and informing such SIM to be registered.
- e. *Existing Subscriber* refers to an Individual Subscriber or Juridical Entity Subscriber either a Postpaid Subscription or Prepaid Subscription who purchases or obtains the SIM prior to the SIM Registration Act Effective Date.
- f. *Foreign Subscriber* refers to a Subscriber who is a foreign national.
- g. Local Subscriber refers to a Subscriber who is a Philippine national.
- h. *Juridical Entity Subscriber* refers to a corporation, partnership, sole proprietorship or government agency who purchases SMART consumer SIMs from a reseller, or any other entity, and distributes them to their assignees for the latter's use.

- i. *Individual Subscriber* refers to any individual who purchases or obtains a SIM from SMART, its agents, resellers or any other entity and who falls in either of these categories:
  - i. New Individual Subscriber refers to an individual availing of either a Postpaid Subscription or Prepaid Subscription who purchases or obtains the SIM after the SIM Registration Act Effective Date; or
  - ii. Existing Individual Subscriber refers to an individual availing of either a Postpaid Subscription or Prepaid Subscription who purchases or obtains the SIM prior to the SIM Registration Act Effective Date.
- j. New Subscriber refers to an Individual Subscriber or Juridical Entity Subscriber availing of either a Postpaid Subscription or Prepaid Subscription who purchases or obtains the SIM after the SIM Registration Act Effective Date.
- k. *Persons of Concern* refers to refugees, asylum seekers, stateless persons, stateless applicants, and populations at risk of statelessness as defined and covered under the 1951 Convention relating to the Status of Refugees and its 1967 Protocol, and the 1954 Convention Relating to the Status of Stateless Persons and the 1961 Convention on the Reduction of Statelessness.
- 1. Postpaid Subscription refers to the subscription wherein service is provided by virtue of a subscription of services under a contract provided by the Company, and pursuant to which, the Subscriber thereof (a "Postpaid Subscriber") is billed at the end of the monthly billing cycle according to the use of the mobile service.
- m. *Prepaid Subscription* refers to the subscription wherein credit is purchased in *advance* of service use, and the Subscriber thereof is a "Prepaid Subscriber". The purchased credit is used to pay for mobile phone services at the point the service is accessed or consumed. If there is no available credit, then access to the requested service is denied.
- n. SIM refers to the Subscriber Identity Module, which is an embedded circuit that securely stores International Mobile Subscriber Identity and related keys, or an electronic equivalent thereof, including e-SIMs and other variations thereof or SIMs intended for data-only or used for fixed wireless broadband modem and/or wireless local loop, machine-to-machine service and/or Internet of Things, each of which are used to identify and authenticate Subscribers on mobile devices, such as mobile phones and computers, and other electronic devices.

- o. *SIM Registration* refers to the process by which (1) new and existing Subscribers (the "Applicant"), as the case may be, will register a SIM, acquired either through (i) the Company or (ii) through the Company's array of registered dealers and resellers within the Philippines or selected international communities, through the provided channels, to activate or continue their use of SIM services; and (2) SMART will verify or confirm the data and information provided.
- p. SIM Registration Act Effective Date means 27 December 2022.

#### 2. SIM REGISTRATION

- The Company shall provide the SIM Registration service free-of-charge to all of the Company's Subscribers.
- b. All <u>New Subscribers</u> shall, consistent with their obligation under the SIM Registration Act, be required to register their SIMs with the Company as a prerequisite to the activation thereof. For **Prepaid Subscribers**, the SIM shall be sold in a Deactivated state and shall only be activated after the Subscriber completes the process of SIM Registration following Clause 2(d) below. For **Postpaid Subscribers**, registration shall be accomplished through assisted channels prior to the issuance of the SIM and the activation thereof.
- c. (1) All <u>Existing Subscribers</u> with Prepaid Subscriptions shall register their SIM on or before one hundred eighty (180) days from the SIM Registration Act Effective Date or any extension of this period as may be approved by the Department of Information and Communications Technology (the "Registration Period"). Failure to do so shall result in the Automatic Deactivation of the SIM. The Deactivated SIM may only be reactivated upon successful completion of the SIM Registration process not later than five (5) days after such Automatic Deactivation.
  - (2) Existing Subscribers with Postpaid Subscriptions shall be deemed registered, upon confirmation by such Postpaid Subscribers that the data and information previously provided to the Company (the "Information") remains true and accurate. The Existing Subscriber with Postpaid Subscription shall have the option to provide their confirmation within the Registration Period to register their SIM through the different SMART channels, which includes but is not limited to SMS, calls or webforms. Should the Subscriber wish to change and/or update any of his/her personal information, he/she may call the Customer Care hotline (\*888) or visit the nearest SMART store. For those who confirm, the confirmation allows and enables SMART to register the SIM using the full name, date of birth, sex, address and proof of identification of such Existing Subscriber (who is a Postpaid

Subscriber) that is already on record. Failure to provide the required confirmation within the Registration Period shall result in Automatic Deactivation of the SIM held by an Existing Subscriber (who is a Postpaid Subscriber). The Deactivated SIM may only be reactivated upon successful completion of the SIM Registration process not later than five (5) days after such Automatic Deactivation. Should the Existing Subscriber still fail to provide the confirmation needed to reactivate the SIM, the subscription shall be terminated and pre-termination fees shall be imposed if applicable.

- d. SIM Registration for Individual Subscribers availing of Prepaid Subscription (whether a New Subscriber or an Existing Subscriber) shall be accomplished either through (i) the Company's designated online portal ("SIM Registration Portal") accessible via the following link <a href="https://smart.com.ph/simreg">https://smart.com.ph/simreg</a> or (ii) through assisted channels including but not limited to SMART retail stores located nationwide.
- e. A minor, or an Individual Subscriber who is less than eighteen (18) years of age at the time of registration, may not register the SIM in his/her own name. The registration of a SIM used by a minor shall be done by the minor's parent or guardian under said parent's or guardian's name.
- f. The SIM Registration for a Juridical Entity (whether a new Subscriber or an existing Subscriber) shall be accomplished through assisted channels such as the SMART retail stores located nationwide or on the SMART website through this link: <a href="https://smart.com.ph/Pages/simreg-faqs">https://smart.com.ph/Pages/simreg-faqs</a>.

#### 3. REGISTRATION FOR POSTPAID SUBSCRIBERS

a. Existing Individual Subscribers, shall be deemed registered, upon confirmation that the Information remains true and accurate. The Existing Subscriber with Postpaid Subscription shall have the option to provide their confirmation to register their SIM through the different SMART channels, which includes but is not limited to SMS, calls or webforms. Complete list of channels is available at <a href="https://smart.com.ph/Pages/simreg-fags">https://smart.com.ph/Pages/simreg-fags</a>. By confirming, the Subscriber allows SMART to register the SIM using the full name, date of birth, sex, address and proof of identification that is already on record. Should the Subscriber wish to change and/or update any of his/her personal information, he/she may call the Customer Care hotline (\*888) or visit the nearest SMART store. Failure to provide the required confirmation within the Registration Period shall subject the Existing Subscriber's SIM to Automatic Deactivation. The Deactivated SIM may only be reactivated upon successful completion of the SIM Registration process not later than five (5) days after such Automatic Deactivation. Should the Existing Subscriber still fail to provide the confirmation needed to reactivate the SIM, the

subscription shall be terminated and pre-termination fees shall be imposed if applicable.

b. For <u>New Individual Subscribers</u>, and Subscribers renewing their Postpaid Plans, the SIM Registration shall be done simultaneously with the application for a new, or renewal of the Postpaid Subscription, as the case may be. Upon submission of the required information and documents, the Company shall facilitate and assist the New Subscriber in completing the registration and issuance of the activated SIM, if applicable. Should further information or documents be required, the Company shall notify the Subscriber.

### 4. REGISTRATION REQUIREMENTS FOR <u>INDIVIDUAL PREPAID</u> <u>SUBSCRIBERS</u>: (WHETHER A NEW SUBSCRIBER OR EXISTING SUBSCRIBER)

- a. For <u>Local Subscribers</u>, a registration form must be accomplished and submitted electronically through the SIM Registration Portal containing the following information:
  - i. Full Name:
  - ii. Date of Birth;
  - iii. Complete Address;
  - iv. Sex;
  - v. Assigned Mobile Number and SIM Serial Number;
  - vi. Type of ID Presented;
  - vii. ID Number; and
  - viii. Alternative Contact Number or Email Address (optional) the Company shall use this information to contact the Applicant should there be any concerns on the Applicant's registration application.

Local Subscribers shall likewise submit at least one (1) valid government-issued identification (ID) card, such as, but not limted to the following:

- i. Passport;
- ii. Philippine Identification System ID, or the Philippine Identification Card;
- iii. Social Security System (SSS) ID;
- iv. Government Service Insurance System (GSIS) e-Card;
- v. Driver's License;
- vi. National Bureau of Investigation (NBI) Clearance;
- vii. Police Clearance;
- viii. Firearms' License to Own and Possess ID;
- ix. Professional Regulation Commission (PRC) ID;
- x. Integrated Bar of the Philippines ID;
- xi. Overseas Workers Welfare Administration (OWWA) ID;

- xii. Bureau of Internal Revenue (BIR) ID;
- xiii. Voter's ID;
- xiv. Senior Citizen's Card;
- xv. Unified Multi-purpose Identification (UMID) Card;
- xvi. Person with Disabilities (PWD) Card; or
- xvii. Other valid government-issued ID with photo.
- b. For Foreign Subscribers, a registration form must be accomplished and submitted electronically through the SIM Registration Portal containing the following information:
  - i. Full Name;
  - ii. Nationality;
  - iii. Passport Number;
  - iv. Date of Birth;
  - v. Address in the Philippines;
  - vi. Alternative Contact Number or Email Address (optional); and
  - vii. The additional information and documents set out below, depending on the visa type held by the foreign national.

For foreign nationals visiting as tourists under Section 9(2) of Commonwealth Act No. 613, as amended ("Tourist Visa"), the following documents must be submitted in support of the application:

- i. Passport;
- ii. Proof of Address in the Philippines; and
- iii. Return Ticket to own country of the tourist, or any other ticket showing the date and time of departure from the Philippines.

For foreign nationals holding other types of visas, the following documents must be submitted in support of the application:

- i. Passport;
- ii. Proof of Address in the Philippines;
- iii. Alien Certificate of Registration Identification Card of ACRI-Card issued by the Bureau of Immigration (BI);
- iv. Alien Employment Permit issued by the Department of Labor and Employment (DOLE);
- v. School registration and ID for students;
- vi. For Persons of Concern, the type of travel or admission document validly issued by the Department of Justice; and/or
- vii. Other pertinent documents, whichever is applicable.

SIMs that are registered by foreign nationals holding a Tourist Visa, shall only be valid temporarily for thirty (30) days, and shall be subject to Automatic Deactivation thereafter. The Subscriber may request for an extension of the validity of the SIM prior to its expiration through the Company's assisted channels, provided the said foreign national submits an approved visa extension.

Foreign nationals with other types of visas can acquire a SIM without the thirty (30) day temporary validity period.

# 5. REGISTRATION REQUIREMENTS FOR <u>JURIDICAL ENTITY SUBSCRIBER</u>: <u>(WHETHER A NEW SUBSCRIBER OR EXISTING SUBSCRIBER)</u>

- a. A Juridical Entity shall accomplish and submit a registration form to Smart's Retail Store Officers or to Smart's email address, <a href="mailto:simregistration@smart.com.ph">simregistration@smart.com.ph</a> containing the following information:
  - i. Authorized Signatory's Full Name;
  - ii. Authorized Signatory's Valid ID;
  - iii. Authorized Signatory's Designation or Position;
  - iv. Secretary Certificate / Board Resolution or Special Power of Attorney (SPA) designating the authorized signatory;
  - v. Authorized Signatory's Contact Number or Email Address the Company shall use this information to contact the Authorized Signatory should there be any concerns on the registration application;
  - vi. Alternate Contact Number of the Authorized Signatory;
  - vii. Certificate of Registration (SEC or DTI);
  - viii. Business Name based on the Certificate of Registration;
    - ix. Business Address; and
    - x. List of mobile numbers to be registered under Juridical Entity.

# 6. SIM REGISTRATION APPLICATION AND CONFIRMATION OF REGISTRATION FOR INDIVIDUAL PREPAID SUBSCRIBERS:

- a. Upon receipt of the Application, the Company shall review the submitted documents and upon completion of the verification process through Optical Character Recognition (OCR) or through Smart's manual validation tool, immediately notify the Applicant (on the same day of receipt of the Application) if the SIM Registration Application is:
  - i. Locked for Review, for which the Subscriber must await an SMS detailing updates on the status of the review of the Application.

- ii. Approved, for which the Subscriber shall receive an SMS detailing the successful registration of the SIM card. **Existing Subscribers** will not experience interruption in their service during the Registration Period.
- iii. Returned, for which the Subscriber is informed via SMS the reason for the rejection of the Application
  - For **New Subscribers**, the SIM will remain deactivated;
  - For **Existing subscribers**, the Subscriber shall be required to submit additional documents or information, as the case may be, and must do so within the Registration Period. Failure to comply shall result in the Automatic Deactivation of the SIM.
- b. Once the Application is submitted and confirmed, the successful submission and acceptance of these Terms shall serve as the certification of Subscriber's registration.

# 7. SIM REGISTRATION APPLICATION AND CONFIRMATION OF REGISTRATION FOR JURIDICAL ENTITY SUBSCRIBERS:

- a. Upon receipt of the Application, the Company shall review the submitted documents and upon completion of the document verification process, immediately notify the Juridical Entity Subscriber through its Authorized Signatory (on the same day of receipt of the Application) if the SIM Registration Application is:
  - i. For Validation, for which the Juridical Entity Subscriber must await an email or SMS detailing updates on the status of the review of the Application.
  - ii. Approved, for which the Juridical Entity Subscriber shall receive an email or SMS detailing the successful registration of the SIM cards. **Existing Juridical Entity Subscribers** will not experience interruption in their service during the Registration Period.
  - iii. Returned, for which the Juridical Entity Subscriber is informed via email or SMS the reason for the rejection of the Application:
    - For **New Juridical Entity Subscribers**, the SIM will remain deactivated;
    - For Existing Juridical Entity Subscribers, the Juridical Entity Subscriber shall be required to submit additional juridical documents or information, as the case may be, and must do so within the Registration Period. Failure to comply shall result in the Automatic Deactivation of the SIM.

b. Once the Application is submitted and confirmed, the successful submission and acceptance of these Terms shall serve as the certification of Juridical Entity Subscriber's registration.

# 8. POST- SIM REGISTRATION OBLIGATIONS OF AN INDIVIDUAL SUBSCRIBER OR JURIDICAL ENTITY'S AUTHORIZED SIGNATORY

- a. In case of any change in the information provided by the Subscriber (as uploaded in the SIM register), loss or theft of the SIM that may require SIM change, defect in the SIM or any request for activation/deactivation, for whatever reason, the Subscriber shall immediately inform the Company through available assisted channels as shown in the Company's website, of such fact, and giving such information as may be required by the Company relative thereto (the "Report"). For profile verification, the Subscriber or Juridical Entity's Authorized Signatory shall likewise submit at least one (1) valid government-issued identification (ID) card. Any such changes shall be made to the Subscriber's information, whether registered as Individual or Juridical, in the SIM register within the period prescribed by the SIM Registration Act.
- b. In case of death of the Individual Subscriber, such fact shall be immediately reported to the Company by the immediate family, relatives or guardian of the Individual Subscriber, through available assisted channels as shown in the Company's website and the Company shall deactivate the SIM within twenty four (24) hours from the Report.
- c. In case of loss or theft of the SIM, the Company shall immediately effect the barring of the SIM after Subscriber verification. The SIM will be permanently deactivated upon issuance of a new SIM to the Subscriber or within twenty four (24) hours from the Report. The replacement SIM, in cases of reported loss or theft of the original SIM, shall be issued upon presentation of supporting documents.
- d. In case a Juridical Entity Subscriber would like to add to the list of SIMs registered under its name, it shall follow the process detailed in section 5 and section 7. Should the SIM already be registered to another Subscriber, the Juridical Entity Subscriber will be required to follow the change of ownership process of SMART to register the said SIM in their name.

- e. In case of defect in the SIM or any request for deactivation, for whatever reason, the Company shall deactivate the SIM within twenty four (24) hours from receipt of the Report.
- f. Prior to any transfer of a registered SIM, the Subscriber shall report the same to the Company through its assisted channels and the confirmation of the transferee as new Subscriber shall be subject to compliance by the transferee with SMART's requirements for such transfers including compliance with the registration requirements under these Terms.
- g. The Subscriber undertakes not to sell or transfer registered SIMs without complying with the registration requirements under the SIM Registration Act and the SRA IRR.
- h. The Subscriber shall hold SMART and/or any of its directors, officers or employees free and harmless from any demands, suits, or claims (i) resulting from any delay in the performance or non-performance by the Company of its obligations under the SIM Registration Act, including the activation or reactivation of Prepaid and Postpaid SIMs where the delay or non-performance resulted from an act or omission by the Subscriber that prevented the Company from promptly performing its obligations, or (ii) a Deactivation of the Subscriber's SIM through the Subscriber's fault, error, negligence or inaction.
- i. The Applicant, shall be liable for any and all transactions made and services availed using the SIM during and after the SIM Registration. Transactions ranging from calls, texts, data, usage, to availing of VAS services of the Company shall be under the full responsibility of the Applicant. The Applicant shall also be liable to comply with end-user obligations under the SIM Registration Act and SRA IRR.
- j. Transactions resulting to fraud or SIM usage for fraudulent texts or calls will, after due investigation, entail penalties under applicable laws and regulations and be subjected to the proper observance of the Company policies relevant to such transactions including the right of the Company to deactivate the SIM, temporarily or permanently.

#### 9. REPRESENTATION AND WARRANTY

The Subscriber/Applicant represents and warrants to the Company that any and all information provided to the Company, shall be true and correct, as of the date such information is furnished, in all material respects and does not omit to state any material fact necessary to make the statements contained therein not misleading. Furthermore, the Subscriber represents and warrants that he/she shall update his or her information with the Company immediately upon change of any details thereof.

#### 10. MISCELLANEOUS TERMS

- a. These Terms shall be governed and construed in accordance with Philippine laws. Complaints against the Company regarding the SIM Registration Service should be brought to the attention of the Company's Customer Care Department. Any unresolved complaints or disputes shall be brought exclusively in the proper courts of Makati City, Philippines.
- b. If the Applicant provides false or fictitious information or has used fictitious identities or fraudulent identification documents to register a SIM, the Company will report these acts to the appropriate government authority. Such Applicant providing false or fictitious information or using a fictitious identity or fraudulent identification documents to register a SIM may suffer the penalty of imprisonment ranging from six (6) months to two (2) years, or a fine of not less than One hundred thousand pesos (P100,000.00) but not more than Three hundred thousand pesos (P300,000.00), or both, to be imposed by the government. The government may also impose other penalties on the Applicant for other acts that are punishable under the SIM Registration Law and the SRA IRR.
- c. These Terms shall primarily govern individual Subscribers in respect of SIM registration, except when otherwise provided herein. Separate terms and conditions shall apply for enterprise clients, dealers, and retailers and other terms and conditions provided in the Company's website, where applicable, also separately apply to the Subscriber.
- d. The Applicant/Subscriber shall hold SMART and/or any of its directors, officers or employees free and harmless from any demands, suits, or claims and shall indemnify the Company against all such liabilities, losses, damages, costs, charges, expenses (including legal costs) incurred by or brought against the Company arising directly or indirectly out of or in connection with any breach by the Applicant/Subscriber of his/her obligations hereunder.
- e. The Company reserves the right at its absolute discretion to modify, delete, or add to any of the terms and conditions of the SIM Registration Service at any time.

### PRIVACY NOTICE Smart Virtual Number SIM Registration

Smart Communications Inc. ("SMART" or the "Company") respects your fundamental right to privacy and we commit to take great care in safeguarding your personal data. As you submit your registration for your Smart Virtual Number ("SVN") in compliance with Republic Act No. 11934 or the "SIM Registration Act", we share with you the principles that govern how your personal data will be collected, processed, and shared.

#### Why we collect your personal data

Your SVN has a corresponding virtual Subscriber Identity Module ("SIM") that enables you to make Real-Time Communications (i.e., SMS and Voice Calls) through your SVN, and using a web browser. Thus, pursuant to the SIM Registration Act, your SVN must therefore be registered with SMART.

When you submit your Prepaid SIM registration, the following personal data will be collected from you.

- (a) Complete Name;
- (b) Date of Birth;
- (c) Gender;
- (d) Address; and
- (e) Valid Government-issued ID (or other similar form of document) with photo.

Please note that, depending on the type of Government-issued ID that you submit, you may inadvertently provide SMART with other personal data aside from the items listed above (For example, the PhilSys ID includes information on your blood type and place of birth). As said personal data are not required by RA 11934, SMART will not be using said personal data as part of your SIM registration record.

We will also collect a selfie photo of you with your relevant ID Card/s for our validation purposes, and an alternative contact number and email address where we may contact you in case we need to confirm the information you have provided.

Note that if you are a minor, your SVN must be registered under the name of your parent or guardian.

### Why your personal data is shared

We have engaged the professional services of PLDT Global Corporation ("PGC") to whom we have outsourced the manual validation of the Personal Data you submit to register your SVN. On our behalf, PGC will:

- (1) ensure that your registered name matches the name in the government-issued ID you have provided,
- (2) reach out to you for further verification in case there are discrepancies in your submission, and

(3) assist you should you have any SIM registration concerns.

(4) notify you upon successful registration, and

(5) activate or deactivate SVN services depending on your SIM registration status.

PGC may only process your Personal Data in connection with the above purposes for which they were engaged. When your Personal Data is shared with them, we ensure that it is done on a confidential basis, through secure channels, and in compliance with applicable privacy laws and regulations. Only personnel with a need-to-know will have access to your Personal Data.

How your personal data is protected

The integrity, confidentiality, and security of your Personal Data is important to us. This is why we strictly enforce this Privacy Notice and have implemented technical, organizational, and physical security measures that are designed to protect your information from unauthorized or fraudulent access, alteration, disclosure, misuse, and other unlawful activities. Your Personal Data is also protected from other natural and human dangers. We require all our service providers to implement the same security measures.

SMART shall retain your registration data during the period of your SVN subscription and until ten (10) years after your subscription has terminated or your virtual SIM deactivated.

Your rights and choices

The Data Privacy Act gives you certain rights to your Personal Data. Subject to exceptions under the law, you are entitled to request:

1. Access to the personal data we process about you;

2. Rectification of your personal data if it is found to be outdated, inaccurate, or incomplete;

3. Erasure of your personal data in cases where it is no longer needed to achieve the legitimate purpose of its processing;

4. Restriction of processing of your personal data in limited circumstances;

5. Portability of your personal data so that you may receive a copy thereof or that we transmit the same to another company on your behalf.

Depending on the circumstances, such as when we process your Personal Data based on your consent, you may also have the right to object to the processing thereof. To exercise any of your data privacy rights, you may contact our Data Privacy Officer through:

SMART COMMUNICATIONS, INC. DATA PRIVACY OFFICE

Address: 6799 Ayala Ave., Makati City, 1226, Philippines

Email: dataprivacyoffice@smart.com.ph

If, despite our commitment and efforts to protect your personal data, you believe that your data privacy rights have been violated in the processing of your SIM registration and—depending on the circumstances—you may be entitled to be indemnified for damages, we encourage you to contact us first to resolve your complaint. You have the right at all times to register a complaint directly with the National Privacy Commission or otherwise make a claim against SMART with a competent court.

### Changes to our Privacy Notice

From time to time, we may update this privacy notice to respond to the changes in applicable laws, regulatory requirements, technologies, protocols, industry best practices and business purposes.

This notice is effective on May 12, 2023.