

Terms & Conditions of Disney+ Service Plan:

1. Disney+ Service Plan (this “Plan”, which covers all service tier(s) of Disney+ service, including but not limited to Disney+ Standard and Disney+ Premium) is governed by Hong Kong Broadband Network Limited (“HKBN”)’s General Terms and Conditions (hkbn.net/tnc/en/general.html), Disney+ Subscriber Agreement (<https://www.disneyplus.com/en-gb/legal/subscriber-agreement>) and the terms and conditions stated herein. Any subscriber of this Plan shall hereinafter be referred to as “Subscriber”. Subscriber understands that HKBN is not the content provider of Disney+, Subscriber will need to create a Disney+ account or log into an existing Disney+ account (if applicable), complete the activation of Disney+ service, and agree to and accept Disney+ Subscriber Agreement in order to enjoy the Disney+ service. Subscriber must be 18 years of age or older to subscribe to Disney+ service. Subscriber’s Plan is subject to the special terms and conditions of the relevant HKBN service that may be in effect from time to time. Subscriber agrees to be bound by these respective terms and conditions. Without prejudice to other services and service plans provided by HKBN, if there is any conflict between the Disney+ Subscriber Agreement, this Terms & Conditions of Disney+ Service Plan, or any other special terms and conditions of the relevant HKBN service and HKBN’s General Terms and Conditions, the Disney+ Subscriber Agreement shall prevail, except with respect to any terms and conditions herein specific to the provision of this Plan by HKBN. For the purpose of this Plan and except with respect to any terms and conditions herein specific to the provision of this Plan by HKBN, the documents shall be construed in the following descending order of precedence:

 - (a) Disney+ Subscriber Agreement;
 - (b) Terms & Conditions of Disney+ Service Plan;
 - (c) Any other special terms and conditions of the relevant HKBN service; and
 - (d) HKBN’s General Terms & Conditions.
2. HKBN will provide Subscriber’s information as reasonably necessary to The Walt Disney Company (Hong Kong) Limited (“TWDCHK”) in order to activate the Disney+ service. Once Subscriber’s Disney+ account is activated, his/her use of Disney+ service and the Disney+ app, including the features and functionality contained therein, will be subject to the Disney+ Subscriber Agreement and any amendments thereto by TWDCHK from time to time.
3. By joining this Plan, Subscriber agrees to the disclosure of his/her personal data in the manner set out in Disney+ Subscriber Agreement and this Terms & Conditions of Disney+ Service Plan. For further information about how HKBN handles Subscriber’s personal data, please visit the Personal Data and Privacy Policy Statement available on https://www.hkbn.net/tnc/en/HKBN_PPS_ENG.pdf. For Disney+’s Privacy Policy, please visit <https://www.disneyplus.com/legal/privacy-policy> and <https://www.disneyplus.com/legal/supplemental-privacy-policy>.
4. Subscriber must commit to this Plan for a designated contract period (“Minimum Commitment Period”). If Subscriber terminates this Plan within the Minimum Commitment Period for whatever reasons, Subscriber shall pay the total amount of the monthly fees payable for the remaining Minimum Commitment Period to HKBN as liquidated damages (if applicable).
5. Subscriber understands that the start date / effective date of this Plan cannot be altered after the confirmation of this Plan registration.
6. HKBN will send an email notification about Disney+ service activation to Subscriber’s registered email address on the start date / effective date of this Plan. To activate Disney+ service, Subscriber must complete the activation by creating a Disney+ account (or log into an existing Disney+ account (if applicable) and entering required information at Disney+ website through the designated activation link provided by HKBN per instruction stated in the email notification.
7. If Subscriber has an existing Disney+ account, Subscriber can link it to the Disney+ service of this Plan during Disney+ service activation. To avoid duplicated subscription and charge, Subscriber must review and manage subscription on the ‘Account’ page of Disney+ account. For any queries regarding billing with Disney+ for the existing Disney+ account please contact Disney+ customer

- service directly. If Subscriber has an existing Disney+ subscription through a third party, he/she must also manage that subscription directly via the third party.
8. After successful Disney+ service activation, Subscriber must download and successfully install the Disney+ App from Google Play or Apple App Store to use the Disney+ service; or visit the Disney+ website online.
 9. The Disney+ service of this Plan can be only activated once. The activation link will become invalid after successful activation.
 10. All start date / effective date, expiry date, contract period and charge related to this Plan must refer to the Plan details provided by HKBN, and have no relation to the actual Disney+ service activation date. To get the full benefit of Disney+ service under this Plan, please activate the Disney+ subscription immediately by following the activations steps provided.
 11. If Subscriber continues this Plan upon the expiry of the Minimum Commitment Period, Subscriber shall be charged the then current after contract monthly fee for this Plan by HKBN. To terminate this Plan after the expiry of the Minimum Commitment Period, Subscriber shall give not less than 30 days prior notice.
 12. Subscriber understands that if the relevant broadband or mobile service cannot be successfully installed or activated or the broadband or mobile service account is suspended / terminated for whatever reasons, the Disney+ service may also be not activated, be suspended or terminated.
 13. If a Subscriber had an existing Disney+ account, terminating the Disney+ service under this Plan will not automatically cancel such Subscriber's Disney+ account, Disney+ will automatically resume the subscription which has been paused (if applicable) once this Plan ends, and charge the existing payment method that Disney+ has on file. Subscriber can review/manage subscription on the 'Account' page under the existing Disney+ account.
 14. Subscriber shall keep the related Disney+ account and password secure. HKBN and Disney+ shall not be liable for any loss or damage suffered directly or indirectly as a result of and/or in relation to a lost or stolen account.
 15. This Plan / activation link is non-exchangeable for cash or kind. The Disney+ service shall not be used for any commercial purpose.
 16. Video and audio quality of Disney+ service is subject to internet service, device capabilities, content type, and service tier.
 17. Subscriber should contact HKBN only for queries related to (i) availing this Plan and/or the eligibility criteria for this Plan; (ii) activation or deactivation of the Disney+ service as part of this Plan; (iii) general billing enquiries related to this Plan or Subscriber's account with HKBN. All Disney+ account, supported devices and specifications details to use Disney+ are subject to Disney+'s latest announcement (please visit <http://help.disneyplus.com/en-hk>) and the Disney+ Subscriber Agreement. HKBN shall not be responsible for any liability incurred from or in connection with the contents thereof, the downloading of the Disney+ App and/or use of Disney+ service.
 18. Disney+ service is only available in designated countries / regions including Hong Kong. Contents varies based on the countries / regions and may change from time to time.
 19. Downloading Disney+ App and use of Disney+ service may incur mobile data usage. Subscriber shall be responsible for all mobile data charge incurred. Subscriber can also connect Wi-Fi to reduce mobile data usage.
 20. Subscriber understands and agrees that the provision of this Plan is subject to availability and the discretion of HKBN and Disney+, and is only available until such date as HKBN and Disney+ may determine and may be rescinded at any time. If Disney+ service is no longer available to provide for whatever reasons, HKBN reserves the right to terminate this Plan or offer alternative product of similar type, while HKBN will strive to give reasonable and feasible notification 30 days prior to the change.
 21. HKBN reserves the right to change or cancel this Plan and amend the terms and conditions herein, any other special terms and conditions of the relevant HKBN service and/or HKBN's General Terms & Conditions, at its sole discretion at any time. The Disney+ Subscriber Agreement may be amended from time to time at TWDCHK's sole discretion in accordance with the Disney+ Subscriber Agreement.
 22. This Terms & Conditions of Disney+ Service Plan shall be governed by the laws of the Hong Kong Special Administrative Region ("Hong Kong") and Subscriber agrees to be bound by and submit to the exclusive jurisdiction of the courts of Hong Kong.
 23. In the event of any discrepancy between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.