

Terms and conditions of the \$396 mobile services plan ("Mobile Services Plan")

- 1. Promotion is valid until 28 February 2018.
- 2. Each service included in the Mobile Services Plan(s) is subject to the General Terms and Conditions of HKBN (please visit: hkbn.net/tnc/en/general.html), Special Terms and Conditions of Mobile Services (please visit hkbn.net/tnc/en/mobile.html), Terms and Conditions of HKBN Wi-Fi Service (please visit hkbn.net/tnc/en/HKBN_Wi-Fi.html) and other terms and conditions stated in the Mobile Services Plan. Subscriber understands and agrees that HKBN has the absolute right to revise all the terms and conditions from time to time, while HKBN will endeavor to give 30 days' prior notice to Subscriber before such revision takes effect.
- 3. Subscriber must commit to the designated Mobile Services Plan for 24 months ("Minimum Commitment Period"). Subscriber will be given one primary SIM card ("Primary Line") and four secondary SIM cards ("Secondary Line"), all registered under the same designated Mobile Service Plan in the name of Subscriber.
- 4. If Subscriber subscribes the designated Mobile Services Plan with port-in number(s) for the Primary Line and/or Secondary Line, HKBN will assign a temporary number for each port-in number 7 days prior to the service start date. If the number porting of the Primary Line has not yet been completed on the service start date for whatever reasons, the corresponding temporary number will be used from the service start date, and the Mobile Services Plan will become effective on the same date accordingly. Monthly fee will also be calculated from the same day onwards. New number and/or temporary number (applicable for number porting) of all Secondary Line will be activated on the same service start date as the Primary Line. The temporary number(s) will be used until the corresponding number porting has been successfully completed, thereafter the service of the temporary number will be terminated automatically. For the avoidance of doubt, the designated Mobile Services Plan will be started on the service start date irrespective the number of SIM cards of the plan are being used.
- 5. The monthly fee for the designated Mobile Services Plan is \$396, with an additional monthly administration fee of \$18. The designated Mobile Services Plan includes the following basic services: (i) 20GB of local data per month, (ii) unlimited minutes of local airtime, (iii) 10,000 intra-SMS (applicable for Subscriber with the service supported by same network operator) per month, all these to be shared among the Primary Line and all Secondary Line. In addition, each of the Primary Line and all Secondary Line also has free value-added-services during the Minimum Commitment Period, which includes Voice Mail, Call Waiting, Caller Number Display, Call Forwarding, Call Hold, Conference Call, Incoming/Outgoing Call Barring, Bar Incoming Call (When Overseas) and HKBN Wi-Fi service. Subscriber is responsible for paying all charges or fees incurred from using the mobile services (whether through the Primary Line and/or Secondary Line), including but not limited to inter-SMS, roaming charges, and/or other charges from value-added services and pay-as-you-go services.
- 6. Maximum local data entitlement per month will be set at 20GB as default, and Subscriber may customize a higher data usage limit with additional charge (such additional charge will apply when Subscriber continues to use the local data service after the local data usage reaches the default monthly entitlement limit.). For the



avoidance of doubt, the customization of the local data cap will apply for subsequent months upon such customization by Subscriber. When local data usage reaches the default (if no customization of the local data usage cap) or customized usage cap, local data service will be temporarily suspended until the end of that bill cycle. Actual data transmission speed that Subscriber experiences may vary due to Internet traffic conditions, local conditions, hardware, software and other conditions which may arise.

- 7. Subscriber must successfully register and activate the designated Mobile Services Plan in order to obtain a myTV SUPER box Alpha Pack with one myTV SUPER Multi-view. myTV SUPER service is only applicable to customer who has subscribed to the designated Mobile Services Plan.
- 8. If any mobile number of the Primary Line or Secondary Line of the designated HKBN Mobile Services Plan is ported-in from csl/1010/SUN Mobile, and successfully register on or before 28 February 2018, Subscriber will enjoy additional \$500 Hung Fook Tong cash vouchers. If both Primary and Secondary Line fulfilled the above requirement, Subscriber can only enjoy maximum of \$500 Hung Fook Tong cash vouchers. The cash vouchers will be mailed to subscriber's correspondence address within 4-8 weeks after the Primary Line is activated. Promotion period may be extended due to customer response. HKBN reserves the right to alter or cancel the promotion offers without prior notice. In case of any dispute, the decision of HKBN shall be final and conclusive. Quantity of cash vouchers is limited and available while stock lasts. The cash vouchers cannot be exchanged for cash and is not transferable. Subscriber understands that HKBN is not the cash vouchers provider. Please refer to the terms and conditions of cash vouchers for details. Any dispute or complaint in respect of the cash vouchers should be directed to the relevant supplier. HKBN shall have no liability of whatsoever nature in respect of the cash vouchers.
- 9. HKBN Wi-Fi service will be activated with the designated Mobile Services Plan. The respective log-in name and password will be sent to the Primary Line and each Secondary Line via SMS respectively.
- 10. By default, each of the Primary Line and all Secondary Line enables Subscriber to use the pay-as-you-go value-added services such as roaming voice, roaming data and IDD. For usage rates and other service details, please contact HKBN Customer Services representative.
- 11. The minimum unit chargeable for roaming data usage at specified destinations is 1KB. Usage under 1KB will be rounded up to the nearest KB.
- 12. Primary Line and all Secondary Line can respectively enjoy IDD 0030, IDD 001 and international roaming service, with deposit waiver. All IDD 0030 and IDD 001 charges are calculated on a 1-minute incremental basis where usage under 1 minute will be rounded up to 1 minute, according to HKBN's call records.
- 13. Subscriber confirms and agrees to bear the liability for all charges for services in relation to the designated Mobile Services Plan whether the services were used by the Primary Line or the Secondary Line.
- 14. Subscriber confirms and agrees to receive information regarding the Secondary Line, including but not limited to the porting status update and the usage records.
- 15. If Subscriber only subscribes to a standalone Mobile Services Plan without any other HKBN services, then Subscriber has to verify his/her registered address within 15 days upon service activation. If Subscriber fails to verify the address, his/her respective Mobile Services Plan will be suspended. During the suspension



- period, Subscriber still has to pay the monthly service charge and all other charges or fees incurred from using the mobile service.
- 16. If any one of the services in the designated Mobile Services Plan is terminated, all other services and valueadded services in the Mobile Services Plan will also be terminated.
- 17. Subject to Clause 19, if the service of the Primary Line is terminated for whatever reasons (including but not limited to changes to other service plan of HKBN), the Mobile Services Plan and the service for the Secondary Line will also be terminated automatically at the same time.
- 18. Subject to Clause 19, if the Mobile Services Plan(s) is/are terminated for whatever reasons, HKBN reserves the right to charge \$200 administrative fee for each terminated Mobile Services Plan.
- 19. If the Mobile Services Plan(s) is/are terminated within the Minimum Commitment Period for whatever reasons (outside of the post-activation 14-day cooling off period), Subscriber shall pay the total amount of the special monthly fees for the Mobile Services Plan(s) payable for the remaining Minimum Commitment Period to HKBN as liquidated damages, as well as any administration fees from terminating the Mobile Services Plan(s) (if applicable). The above charges and fees are genuine pre-estimate of loss and not penalty. All offers in the Mobile Services Plan(s) will also be terminated. Subscriber shall also pay the usage charges or fees incurred from value-added services and pay-as-you-go services (e.g., roaming, IDD). Subscriber agrees that HKBN can set off all incurred charges or fees with prepayment (or any part thereof) of related service and Subscriber shall pay the remaining balance after set off, if applicable.
- 20. Any payment made to HKBN will be non-transferable and/or non-refundable.
- 21. If Subscriber terminates any of the Mobile Services Plan(s), Subscriber is required to give at least 30 days' prior notice to HKBN. All equipment (if applicable) provided by HKBN must be returned to HKBN shops (For shop locations, please refer to hkbn.net/shop/en) within 30 days after termination date of the Mobile Services Plan(s). If Subscriber fails to return the equipment within the said period or in case of any loss of or damage to the equipment or any part thereof, HKBN will charge Subscriber with rates specified by HKBN from time to time. For details, please refer to hkbn.net/charge/en.
- 22. If Subscriber continues to use the Mobile Services Plan(s) after the Minimum Commitment Period, Subscriber will be charged at the rate applicable after the Minimum Commitment Period (i.e. Standard monthly fee).
- 23. All fees and charges associated with other services in the Mobile Services Plan are detailed out in the respective services' terms and conditions.
- 24. At service registration, Subscriber can select the service start date, whereas the service in the Mobile Services Plan will be activated on the selected date, subjected to service provisioning lead time and successful porting for port-in cases. However, the service start date must be within 90 days of service registration. Subscriber must confirm his/her selection of the service start date before its occurrence. Once Subscriber confirms this date with HKBN, the Minimum Commitment Period will commence starting from the service start date. Subscriber understands that he/she will not be able to use the service during the period between successful redemption of his/her SIM card and his/her service start date.
- 25. In case of any disputes, the decision of HKBN shall be final and conclusive.



Supplemental Terms of the Mobile Services Plan:

- 1. Terms and Conditions for mobile services post-registration cooling off period: 1.Upon registration of selected mobile services plans, Subscriber can enjoy post-registration cooling off period of 14 days, starting the next day after registration. During this 14-day period, Subscriber can email HKBNbroadband@hkbn.net to cancel the registered service plan. If the cancellation occurs within the specified 14-day period, HKBN will not charge Subscriber for any charges. This post-registration cooling off period will immediately expire if: (i)Subscriber has collected any device or premium (including, but not limited to, handset) under the Mobile Services Plan(s); or (ii) Subscriber has activated his/her SIM card (whereby the post-activation cooling off period will commence, if applicable); or (iii) Subscriber has activated his/her myTV SUPER Account (if applicable). Regarding the post-activation cooling off period, please refer to "Terms and Conditions for mobile services post-activation cooling off period" for details. 2.If Subscriber terminates his/her mobile services plan within the 14-day post-registration cooling off period, all other services and value-added services those are included in the same service plan and/or that are registered under the same application will also be terminated.
- Terms and Conditions for mobile services post-activation cooling off period: 1. Upon activation of selected 2. mobile services plans, Subscriber can enjoy post-activation cooling off period of 14 days, starting the next day after service activation. During this 14-day period, Subscriber can email HKBNbroadband@hkbn.net to cancel the registered service plan. This post-activation cooling off period will immediately expire if: (i) Subscriber has successfully ported his/her number to HKBN from another mobile operator; (ii) Subscriber has collected any device or premium (including, but not limited to, handset) under the Mobile Services Plan(s); (iii) Subscriber has activated his/her myTV SUPER Account. 2. If Subscriber terminates his/her mobile services plan within the 14-day cooling off period, all other services and value-added services those are included in the same service plan and/or that are registered under the same application will also be terminated. At the same time, Subscriber must pay off all outstanding charges as listed in section 3. 3. If Subscriber terminates his/her mobile services plan within the 14-day post-activation cooling off period, Subscriber must pay off the charges as follow: (i) plan fees, after discount if applicable, pro-rated by the days of service or service plan used; (ii) associated usage charges or fees incurred from value-added services and pay-as-you-go services, including but not limited to data thereafter and roaming; and (iii) administrative charges for terminating service/service plan, if applicable. Subscriber agrees that HKBN can set off the abovementioned charges with prepayment (or any part thereof) and Subscriber shall pay the remaining balance of the charges payable after set off, if applicable.
- 3. The Mobile plan (with myTV SUPER) ("Service Plan") provided by Hong Kong Broadband Network Ltd. ("HKBN") is governed by HKBN's General Terms and Conditions (hkbn.net/tnc/en/general.html), HKBN Wi-Fi Service Terms and Conditions (hkbn.net/tnc/en/HKBN_Wi-Fi.html), MusicOne Service Terms and Conditions (hkbn.net/tnc/en/MusicOne.html), Terms of Service of myTV SUPER (Please visit www.mytvsuper.com/en) and the Terms and Conditions stated herein. Subscriber understands and accepts that HKBN may vary all the terms and conditions, while HKBN will strive to give reasonable and feasible notification 30 days prior to the change. For myTV SUPER Terms of Service ("TOS"), MyTV Super Limited reserves the right to modify any part of the TOS at any time by posting the modified version on www.mytvsuper.com/en. Unless as otherwise



- stated, all modifications shall automatically be effective upon posting on the site and shall supersede any previous versions. Subscriber agrees to review the TOS on www.mytvsuper.com/en regularly to ensure that they are aware of any modifications.
- 4. Subscriber ("Subscriber") is a customer who has subscribed to a HKBN's designated Service Plan. New Subscriber should successfully register and complete installation of the HKBN's designated Service Plan in order to obtain the myTV SUPER box Alpha Pack with one myTV SUPER Multi-view ("myTV SUPER").
- 5. The myTV SUPER included in the designated Service Plan includes the myTV SUPER Alpha Pack, other SVOD pack(s) (if applicable) and myTV SUPER Multi-view service provided by MyTV Super Limited. Subscriber can visit www.mytvsuper.com/en for content(s) of myTV SUPER package(s) and/or channel(s) and usage details of myTV SUPER Multi-view. Subscriber understands that the package(s), channel(s) and content(s) included in or available to be subscribed under the myTV SUPER may be different from the myTV SUPER that subscribed through other non-HKBN channel(s).
- 6. Subscribers should register the designated Service Plan with Minimum Commitment Period of 24 months and complete the installation of the relevant service (if applicable).
- 7. If Subscriber has to re-install any service or the myTV SUPER of the Service Plan due to change of service address, Subscriber should pay to HKBN for the installation fee for service relocation as HKBN shall deem appropriate from time to time (For details, please refer to http://www.hkbn.net/charge/en).
- 8. Quantity of the myTV SUPER box is limited and available while stock lasts. Subscriber understands that HKBN is not the content provider of the myTV SUPER. MyTV Super Limited reserves the right to change or cancel any channel(s) and/or any content(s) at any time without prior notice. Please visit www.mytvsuper.com/en for details. HKBN shall not be liable for any change and cancellation of any channel(s) and/or content(s).
- 9. Subscriber should provide accurate and valid mobile number and email address in order to successfully register any designated Service Plan.
- 10. Subscriber understands that if any service in the designated Service Plan is terminated, other service(s) and the myTV SUPER included in the plan will also be terminated. If the broadband/ Entertainment/ Mobile service account is suspended for whatever reason, other service(s) and the myTV SUPER included in the plan will also be suspended.
- 11. HKBN will send the myTV SUPER Box redemption notification to Subscriber's registered email address within 7 days following the successful activation of the Mobile Service plan. Subscriber can redeem the myTV SUPER Box at the designated redemption center within the redemption period stated on the notification. Late redemption will not be accepted. HKBN will send the myTV SUPER customer ID and password to customer's registered email address and mobile number respectively on the next day upon redemption of the myTV SUPER Box. Customer should use the relevant information to activate the myTV SUPER Box in order to enjoy the service.
- 12. During the period between the successful activation of the myTV SUPER Box and the plan effective date ("Preview Period"), Subscriber can enjoy the content of myTV SUPER Alpha Pack and myTV SUPER Multiview service with the myTV SUPER Box, however, if the registered myTV SUPER package includes other



- myTV SUPER additional channel pack, the content of the additional channel pack will only be available upon plan effective date (if applicable).
- 13. For any enquiry about myTV SUPER during the Preview Period, please call the customer service hotline of myTV SUPER 2399-9666 directly.
- 14. Registrant of the myTV SUPER must be the Subscriber of the HKBN's designated Service Plan. Subscriber should take full responsibility to manage the myTV SUPER account and the relevant information, including customer ID and account password. Subscriber should also be fully responsible for all the transactions made under the relevant myTV SUPER.
- 15. If HKBN's Subscriber who has registered the myTV SUPER subscribes to any SVOD pack(s), channel(s) and content(s) through the myTV SUPER Box, designated website or other channels, unless otherwise specified, HKBN will be the default payment channel. The transaction amount will be charged in the HKBN's monthly statement within 2 months upon successful subscription of the relevant content(s). If Subscriber subscribes additional myTV SUPER channel pack through other non-HKBN channels during the Preview Period, the default payment method will be credit card and the payment will be settled with MyTV Super Limited directly. Upon the plan effective date, unless the Subscriber changes the payment method, otherwise, the payment method will remain as credit card and apply to all subsequent subscription of additional channel packs through non-HKBN channels.
- 16. If Subscriber subscribes a plan ("Plan A") includes myTV SUPER additional channel pack(s) and before the effective date of Plan A, Subscriber subscribes another plan ("Plan B") includes same channel(s) through myTV SUPER Box, to avoid duplicated subscription and charge, upon the effective date of Plan A, MyTV Super Limited will terminate Plan B and only the monthly fee of Plan A will be charged. For details about the termination arrangement of Plan B and the payment settlement, please contact MyTV Super Limited directly.
- 17. If the myTV SUPER is terminated or suspended due to the following reasons, Subscriber will not be able to obtain/ view any package(s), channel(s) and content(s) included in or separately subscribed by the relevant myTV SUPER. In any situation, no refund and replacement will be arranged by HKBN. (a) Subscriber fails to settle the monthly fee or payment of other subscriptions after the due date such that the service(s) included in the Service Plan is terminated or suspended; or (b) Subscriber terminates the Service Plan within the Minimum Commitment Period; or (c) Termination of contract/ Service Plan/ service due to breach of contract, tort or any other reason; or (d) Any situation that HKBN is unable to foresee or avoid.
- 18. Subscriber update the personal information recorded by HKBN does not mean that the personal information provided during the registration process of the myTV SUPER will also be updated and vice versa. Subscriber should separately contact HKBN and login to the myTV SUPER account to update the personal information.
- 19. If Subscriber terminates the plan(s) within the Minimum Commitment Period for whatever reasons, Subscriber shall pay the total amount of the special monthly fees payable for the remaining Minimum Commitment Period to HKBN as liquidated damages. If Subscriber terminates the plan as a result of moving to area without HKBN's service coverage, liquidated damages payable shall then be the sum of the following amounts: (i) any installation charge previously waived or any difference between the standard installation fee and installation



fee paid; and (ii) if applicable, pro-rata listed price of premium calculated by remaining contract months to Minimum Commitment Period (e.g. if listed price of premium is \$2,400, Minimum Commitment Period is 24 months, Subscriber terminates the contract 6 months prior to contract expiry, the liquidated damages will be: \$2,400/24 X 6 = \$600). The listed price of premium shall be the amount as set out by HKBN. The above liquidated damages are genuine pre-estimate of loss and not penalty. Subscriber agrees that HKBN can set off the liquidated damages with prepayment (or any part thereof) of related service and Subscriber shall pay the remaining balance of liquidated damages after set off, if applicable.

- 20. If Subscriber terminates any of the subscribed service(s), Subscriber is required to give at least 30 days' prior notice to HKBN. All the equipment (if applicable) provided by HKBN shall be returned to HKBN shops (For shop locations, please refer to http://www.hkbn.net/shop/en) within 30 days after termination shall take effect. myTV SUPER Box and the accessories will be provided to Subscriber for the provisioning of myTV SUPER when the relevant Service Plan is effective. myTV SUPER Box and the accessories are the service equipment of HKBN. myTV SUPER Box and the accessories shall be returned to HKBN shops (For shop locations, please refer to http://www.hkbn.net/shop/en) within 30 days after termination shall take effect. Any failure to return on or before the relevant due date or in case of any loss of or damage to the myTV SUPER Box or any part thereof, HKBN will charge Subscriber the amounts as HKBN shall deem appropriate from time to time (For details, please refer to http://www.hkbn.net/charge/en). HKBN will either debit such amount directly from the credit card account registered by Subscriber with HKBN (if applicable) or treat it as a debt payable by Subscriber without further notice.
- 21. If Subscriber continues the relevant Service Plan and/or value-added service plan upon contract expiry, Subscriber should pay the after contract period monthly fee to HKBN.
- 22. The fee for the package(s), channel(s), content(s) or service(s) subscribed separately by the myTV SUPER will be listed out on the terms & condition of specific service. For details, please visit www.mytvsuper.com/en.
- 23. Subscriber understands that the 4K high definition program included in the myTV SUPER must be supported with relevant hardware including but not limited to 4K TV or player.
- 24. For any disputes arising from this Service Plan, the decisions of HKBN and/or MyTV Super Limited shall be final and conclusive.