

### **Terms and conditions of the \$496 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](http://hkbn.net/tnc/en/general.html)), Special Terms and Conditions of Mobile Services (please visit [hkbn.net/tnc/en/mobile.html](http://hkbn.net/tnc/en/mobile.html)), Terms and Conditions of HKBN Wi-Fi Service (please visit [hkbn.net/tnc/en/HKBN\\_Wi-Fi.html](http://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 \$496, with an additional monthly administration fee of \$18. The designated Mobile Services Plan includes the following basic services: (i) 30GB 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 30GB 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. Subscriber must successfully register and activate a designated Mobile Services Plan in order to enjoy \$200 Hung Fook Tong cash vouchers. 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. If Subscriber has successfully registered and activated a designated Mobile Services Plan within Promotion period, Subscriber shall be entitled a waiver of 18-month of Access Plan and/or Communication Plan, and \$680 installation fee waiver under the same HKID number registration. This offer will only be applicable to Subscriber whose service installation address is at HKBN designated residential area (not applicable to village) with no provision of HKBN broadband and/or home telephone service within 120 days prior to registration. Subscriber must register this monthly fee waiver of Access Plan and Communication Plan within 90 days after the registration of the designated Mobile Services Plan. The installation of the relevant services will only be arranged once the designated Mobile Service is activated. For details, please refer to Access Plan and/or Communication Plan Terms & Conditions.
10. 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.
11. 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.
12. The minimum unit chargeable for roaming data usage at specified destinations is 1KB. Usage under 1KB will be rounded up to the nearest KB.

13. 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.
14. 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.
15. Subscriber confirms and agrees to receive information regarding the Secondary Line, including but not limited to the porting status update and the usage records.
16. 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.
17. If any one of the services in the designated Mobile Services Plan is terminated, all other services and value-added services in the Mobile Services Plan will also be terminated.
18. Subject to Clause 20, 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.
19. Subject to Clause 20, 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.
20. 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.
21. Any payment made to HKBN will be non-transferable and/or non-refundable.
22. 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](http://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](http://hkbn.net/charge/en).
23. 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).

24. All fees and charges associated with other services in the Mobile Services Plan are detailed out in the respective services' terms and conditions.
25. 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.
26. In case of any disputes, the decision of HKBN shall be final and conclusive.

### **Supplemental Terms of 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.
2. Terms and Conditions for mobile services post-activation cooling off period: 1. Upon activation of selected 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; (iv) Subscriber has installed any free HKBN services (including, but not limited to, Access Plan or Communication Plan) under the designated Mobile Services Plan if applicable. 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](http://hkbn.net/tnc/en/general.html)), HKBN Wi-Fi Service Terms and Conditions ([hkbn.net/tnc/en/HKBN\\_Wi-Fi.html](http://hkbn.net/tnc/en/HKBN_Wi-Fi.html)), MusicOne Service Terms and Conditions ([hkbn.net/tnc/en/MusicOne.html](http://hkbn.net/tnc/en/MusicOne.html)), Terms of Service of myTV SUPER (Please visit [www.mytvsuper.com/en](http://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](http://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](http://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](http://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](http://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 Multi-view 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:  $\$2,400/24 \times 6 = \$600$ ). 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](http://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.

### **Terms & Conditions of the Access Plan:**

1. Promotion is valid until 28 February 2018.
2. Each service included in the Plans is subject to the General Terms and Conditions of HKBN (please visit: [hkbn.net/tnc/en/general.html](http://hkbn.net/tnc/en/general.html)), Special Terms and Conditions of Broadband Service (please visit [hkbn.net/tnc/en/broadband.html](http://hkbn.net/tnc/en/broadband.html)), Special Terms and Conditions of HKBN Wi-Fi Service (please visit [hkbn.net/tnc/en/HKBN\\_Wi-Fi.html](http://hkbn.net/tnc/en/HKBN_Wi-Fi.html)) (if applicable), other Terms and Conditions stated in this registration form. Subscriber understands and agrees that HKBN has the absolute right to revise all the terms and conditions from time to time, while HKBN will endeavour to give 30 days' prior notice to Subscriber before such revision takes effect.
3. Subscriber must commit to a designated Access Plan with a 18-month Minimum Commitment Period and have the broadband service successfully installed.
4. If Subscriber has successfully registered and activated designated Mobile Services Plan within Promotion period, Subscriber shall be entitled a waiver of 18-month of Access Plan, and \$680 installation fee waiver under the same HKID number registration. This offer will only be applicable to Subscriber whose service installation address is at HKBN designated residential area (not applicable to village) with no provision of HKBN broadband and/or home telephone service within 120 days prior to registration. Subscriber must register this Access Plan with monthly fee waiver within 90 days after the registration of the designated Mobile Services Plan. The installation of the relevant services will only be arranged once the designated Mobile Service is activated. This offer is only applicable to Subscriber with a valid designated Mobile Services Plan. If the designated Mobile Service Plan is terminated before the installation of Access Plan, registration and installation of the Access Plan will be cancelled. If Subscriber terminates the designated Mobile Service Plan after the Access Plan is installed, the post-activation cooling off period of the designated Mobile Service Plan will immediately expire. Subscriber can choose to continue enjoying the Access Plan at monthly fee of \$318 or terminate the relevant Access Plan by giving at least 30 days prior notice to HKBN. HKBN reserves the right to charge the Access Plan that Subscriber has enjoyed so far at \$318 monthly fee. If the Plan(s) is/are terminated within the Minimum Commitment Period after the cooling-off period of installation of residential fixed telecommunication network services for whatever reasons, HKBN shall have the right to charge the Subscriber \$680 of the standard installation charge for each of the Plan(s) subscribed.
5. 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.
6. Should Subscriber requires re-installation of the service(s) of the Plan(s) due to any change of service installation address, installation fee for service relocation or any amount as HKBN shall stipulate from time to time will be charged. For details, please refer to [hkbn.net/charge/en](http://hkbn.net/charge/en)



7. If any service of the Plan is terminated, other service(s) included in the same plan will also be terminated.
8. If the Plan(s) is/are terminated 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(s) 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 fixed 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 expiration of Minimum Commitment Period - pro-rata calculation will be :  $\$2,400 / 24 \times 6 = \$600$ ). The listed price of premium shall be the amount as set out by HKBN. 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. The above liquidated damages are genuine pre-estimate of loss and not penalty. All offers in the Plan(s) will also be terminated.
9. Any payment made to HKBN will be non-transferable and/or non-refundable.
10. If the Subscriber terminates any of the 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](http://hkbn.net/shop/en)) within 30 days after termination date of the 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 the Subscriber with rates specified by HKBN from time to time. For details, please refer to [hkbn.net/charge/en](http://hkbn.net/charge/en)
11. If the Subscriber continues to use the Plan and/or Value-added Plan(s) after the Minimum Commitment Period, Subscriber will be charged at the after Minimum Commitment Period (i.e. Standard monthly fee).
25. Other charges for the individual service(s) of the Plan are stated in the Terms and Conditions of the specified service.
26. Terms and Conditions of Cooling-off Period after Registration: 1. Subscriber is entitled to a 14-day cooling-off period commencing from the date following the registration of designated service plan of residential fixed telecommunications network services (including residential broadband and/or home telephone) ("FTN Services"). Subscriber may cancel the service plan(s) registered within the cooling-off period without any charges by sending email to [HKBNbroadband@hkbn.net](mailto:HKBNbroadband@hkbn.net). However, the cooling-off period will immediately cease to apply if (i) subscriber has collected any premium; or (ii) completion of installation whereby the cooling-off period after installation commences. For details, please refer to the "Terms and Conditions of Cooling-off Period after Installation" below. 2. If any service of a service plan is cancelled during cooling-off period, other service(s) included in the same plan and any other service plan(s) or value-added service(s) subscribed together on the same application will also be cancelled.
27. Terms and Conditions of Cooling-off Period after Installation: 1. Subscriber is entitled to a 14-day cooling-off period commencing from the date following the installation date ("Installation Date") of designated service plan

of residential fixed telecommunications network services (including residential broadband and/or home telephone) ("FTN Services"). Installation Date refers to the date as set out in the acknowledgment of installation form and if installation of services are completed on separate dates for the Plan(s) subscribed, cooling-off period shall commence on the date following the earliest Installation Date. Subscriber may cancel the service plan(s) within the cooling-off period by sending email to [HKBNbroadband@hkbn.net](mailto:HKBNbroadband@hkbn.net). However, the cooling-off period will immediately cease to apply upon the occurrence of any of the following events: (i) the successful number porting to HKBN of home telephone service; or (ii) subscriber has collected any premium. 2. If any service of a service plan is cancelled during cooling-off period, other service(s) included in the same plan and any other service plan(s) or value-added service(s) subscribed together on the same application will also be cancelled. The amounts set out in clause 3 below shall become immediately payable by subscriber. 3. If subscriber cancels the service(s)/service plan(s) within the cooling-off period, subscriber shall pay the following amounts: (i) special monthly fee calculated on a pro rata basis according to the number of days of the service(s)/service plan(s) used; (ii) charges of any value added service based on actual usage before termination; and (iii) standard installation fee for each Plan subscribed (except subscriber who had already paid the installation fee). Subscriber agrees that HKBN can set off the above amounts with prepayment made (or any part thereof) and subscriber shall pay any remaining balance after set off, if applicable.

#### **Terms & Conditions of the Communication Plan:**

1. Promotion is valid until 28 February 2018.
2. Each service included in the Plans is subject to the General Terms and Conditions of HKBN (please visit: <http://www.hkbn.net/tnc/en/general.html>), Special Terms and Conditions of Home Telephone Service (please visit [http://www.hkbn.net/tnc/en/home\\_telephone.html](http://www.hkbn.net/tnc/en/home_telephone.html)), Special Terms and Conditions of Number Porting (Number Switch Over) Service (please visit [http://www.hkbn.net/tnc/en/home\\_telephone.html](http://www.hkbn.net/tnc/en/home_telephone.html)), Special Terms and Conditions of IDD 0030 Service (please visit <http://www.hkbn.net/tnc/en/IDD0030.html>), other Terms and Conditions stated in this webpage. Subscriber understands and agrees that HKBN has the absolute right to revise all the terms and conditions from time to time, while HKBN will endeavour to give 30 days prior notice to subscriber before such revision takes effect.
3. Subscriber must commit to a designated Communication Plan with a 18-month Minimum Commitment Period, and have the broadband service successfully installed. The Communication Plan shall not be started earlier than the Access Plan.
4. The service installation address of Communication Plan must be the same as Access Plan.
5. Subscriber registration address shall have subscribed a stable and unlimited Broadband internet connections with minimum 1.5Mbps bandwidth and 130kbits per second upload and 130kbits per second download bandwidth available for the voice connection. Each broadband internet service only supports registration of Wi-Fi Concierge service with Home Telephone Service for 1 subscription only.
6. If Subscriber has successfully registered and activated designated Mobile Services Plan within Promotion period, Subscriber shall be entitled a waiver of 18-months of Communication Plan, and \$680 installation fee

waiver under the same HKID number registration. This offer will only be applicable to Subscriber whose service installation address is at HKBN designated residential area (not applicable to village) with no provision of HKBN broadband and/or home telephone service within 120 days prior to registration. Subscriber must register this Communication Plan with monthly fee waiver within 90 days after the registration of the designated Mobile Services Plan. The installation of the relevant services will only be arranged once the designated Mobile Service is activated. This offer is only applicable to Subscriber with a valid designated Mobile Services Plan. If the designated Mobile Service Plan is terminated before the installation of Communication Plan, registration and installation of the Communication Plan will be cancelled. If Subscriber terminates the designated Mobile Service Plan after the Communication Plan is installed, the post-activation cooling off period of the designated Mobile Service Plan will immediately expire. Subscriber can choose to continue enjoying the Communication Plan at monthly fee of \$98 or terminate the relevant Communication Plan by giving at least 30 days prior notice to HKBN. HKBN reserves the right to charge the Communication Plan that Subscriber has enjoyed so far at \$98 monthly fee. If the Plan(s) is/are terminated within the Minimum Commitment Period after the cooling-off period of installation of residential fixed telecommunication network services for whatever reasons, HKBN shall have the right to charge the Subscriber \$680 of the standard installation charge for each of the Plan(s) subscribed.

7. 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.
8. If the Home Telephone Service and/or Wi-Fi Concierge service cannot be installed successfully of whatever reasons, the subscription of the designated Communication Plan will be cancelled immediately.
9. If any service of the Plan is terminated, other service(s) included in the same plan will also be terminated.
10. If the Subscriber terminates any of the 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](http://hkbn.net/shop/en)) within 30 days after termination date of the 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 the Subscriber with rates specified by HKBN from time to time. For details, please refer to [hkbn.net/new/en/support-service-charges-overview.shtml](http://hkbn.net/new/en/support-service-charges-overview.shtml)
11. If the Plan(s) is/are terminated 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(s) 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 fixed 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 expiration of Minimum Commitment Period - pro-rata calculation will be :  $\$2,400 / 24 \times 6 = \$600$ ). The listed price of

- premium shall be the amount as set out by HKBN. 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. The above liquidated damages are genuine pre-estimate of loss and not penalty. All offers in the Plan(s) will also be terminated.
12. Standard installation fee(s) of Communication Plan(s) will be waived. If the Plan(s) is/are terminated within the Minimum Commitment Period after the cooling-off period of installation of residential fixed telecommunication network services for whatever reasons, HKBN shall have the right to charge the Subscriber \$680 of the standard installation charge for each of the Plan(s) subscribed. Should Subscriber requires re-installation of the service of the Plan due to any change of service installation address, an installation fee of \$400 or any amount as HKBN shall stipulate from time to time will be charged. For details, please refer to [hkbn.net/new/en/support-service-charges-overview.shtml](http://hkbn.net/new/en/support-service-charges-overview.shtml)
  13. For Subscriber who chooses to use the existing fixed line phone number at HKBN, Subscriber shall not terminate the telephone service with original telephone service operator before the number porting service activates.
  14. HKBN will provide a temporary number to Subscriber who selects to Retain and Port In the Existing Telephone Number and the temporary number will automatically be deleted 10 days after the successful ported-in of the above Existing Telephone number. For Subscriber selecting Retain and Port In the Existing Telephone Number, if the information submitted by the Subscriber is incomplete or incorrect or if, due to reasons which are not controlled by HKBN, the application for Retain and Port In of Existing Telephone number is not successful within 180 days after installation of Home Telephone service, the application of porting in existing telephone number will not be processed under this circumstance.
  15. Terms and Conditions of Cooling-off Period after Registration: 1. Subscriber is entitled to a 14-day cooling-off period commencing from the date following the registration of designated service plan of residential fixed telecommunications network services (which includes Home Broadband and/or Home Telephone) ("FTN Services"). Subscriber may cancel the service plan(s) registered within the cooling-off period without any charges by sending email to [HKBNbroadband@hkbn.net](mailto:HKBNbroadband@hkbn.net). However, the cooling-off period will immediately cease to apply if (i) subscriber has collected any premium; or (ii) completion of installation whereby the cooling-off period after installation commences. For details, please refer to the "Terms and Conditions of Cooling-off Period after Installation" below. 2. If any service of a service plan is cancelled during cooling-off period, other service(s) included in the same plan and any other service plan(s) or value-added service(s) subscribed together on the same application will also be cancelled.
  16. Terms and Conditions of Cooling-off Period after Installation: 1. Subscriber is entitled to a 14-day cooling-off period commencing from the date following the installation date ("Installation Date") of designated service plan of residential fixed telecommunications network services (which includes Home Broadband and/or Home Telephone) ("FTN Services"). Installation Date refers to the date as set out in the acknowledgment of installation form and if installation of services are completed on separate dates for the Plan(s) subscribed, cooling-off period shall commence on the date following the earliest Installation Date. Subscriber may cancel

the service plan(s) within the cooling-off period by sending email to HKBNbroadband@hkbn.net. However, the cooling-off period will immediately cease to apply upon the occurrence of any of the following events: (i) the successful number porting to HKBN of home telephone service; or (ii) subscriber has collected any premium. 2. If any service of a service plan is cancelled during cooling-off period, other service(s) included in the same plan and any other service plan(s) or value-added service(s) subscribed together on the same application will also be cancelled. The amounts set out in clause 3 below shall become immediately payable by subscriber. 3. If subscriber cancels the service(s)/service plan(s) within the cooling-off period, subscriber shall pay the following amounts: (i) special monthly fee calculated on a pro rata basis according to the number of days of the service(s)/service plan(s) used; (ii) charges of any value added service based on actual usage before termination; and (iii) standard installation fee for each Plan subscribed (except subscriber who had already paid the installation fee). Subscriber agrees that HKBN can set off the above amounts with prepayment made (or any part thereof) and subscriber shall pay any remaining balance after set off, if applicable.

### **Special Terms and Conditions of Wi-Fi Concierge Service ("Service")**

1. Service scope of the Service may be modified from time to time. Additional charges will applied for any device(s) ("Device") or additional service(s) related to the Service.
2. Subscriber shall have subscribed and expressly agreed to make available, at his/her own costs and expenses, to HKBN at the registered installation address of a residential premises ("Installation Address") in the Hong Kong Special Administrative Region ( "Hong Kong") a valid broadband service with unlimited access time provided by any broadband internet access service providers in Hong Kong. Each broadband internet service only supports registration of Wi-Fi Concierge service with home telephone service for 1 subscription only. Subscriber shall have fulfilled such technical requirements stipulated by HKBN as follows or as shall be stipulated by HKBN from time to time to enable HKBN to provide the Service for the use of the Subscriber: (i) Stable and unlimited Broadband internet connections with minimum 1.5Mbps bandwidth and 130kbps upload and 130kbps download bandwidth available for the voice connection; (ii) A network that supports 10/100/1000 Base TX interface; (iii) Provision of a public IP address by DHCP or PPPoE or static assignment; (iv) In case where Local Area Network (LAN) is used, LAN environment with no firewall configured; (v) A network that is not operating behind Network Address Translation (NAT); and (vi) A network that does not require any kind of login procedure except PPPoE. Subscriber understands and accepts that since the provision of the Service is contingent upon the technology of broadband service and the internet connection and will be duly affected by factors such as stability of internet service and the degree of confidentiality, the provision of the Service and the manner in relation to any such provision shall be subject to the sole discretion of HKBN. All decisions and determinations made by HKBN in relation thereto shall be final and conclusive. HKBN shall not be liable in any way for failure of the Service if Subscriber cannot make available these conditions and/or other conditions as stipulated by HKBN from time to time.
3. Should Subscriber require relocation of the services(s) of the Plan(s), Subscriber must relocate the

broadband service together with the home telephone and/or the Service.

4. The “Home Gateway” and the accessory equipment including but not limited to “Power Adaptor”, “Cables” (including “Network Cable (RJ45)” and “Phone Cable (RJ11)”) thereof shall be collectively referred to as the “Equipment” which may be provided on a rental basis or sold to the Subscriber in order to enable the Subscriber to use the Service.
5. Equipment will be lent to Subscriber for free within the Minimum Commitment Period and it shall at all times remain the property of HKBN; the rental of the Equipment shall be terminated upon termination of the Service. HKBN reserves the right to terminate the rental of the Equipment to Subscriber at any time and for whatever reasons; HKBN will endeavour to provide notification of 30 days or any other period as soon as reasonably practicable in advance of its effective date. Subscriber can contact HKBN for maintenance of Home Gateway within the Minimum Commitment Period.
6. If Subscriber terminates the Service, Subscriber is required to give at least 30 days’ prior notice to HKBN (if applicable). All Equipment provided by HKBN must be returned to HKBN shops (for shop locations, please refer to [hkbn.net/shop/en](http://hkbn.net/shop/en)) within 30 days after termination date of the Plan(s). Should Subscriber request HKBN to perform on-site service at the Premises for collecting the Equipment, HKBN will endeavour to make the arrangement within 14 days upon receipt of the Subscriber’s written notice, and HKBN may charge a stipulated Equipment collection fee. If Subscriber does not 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 a stipulated charge for the Equipment (for details, please refer to [hkbn.net/charge/en](http://hkbn.net/charge/en)). HKBN will either debit such amount directly from the credit card account registered by the Subscriber with HKBN (if applicable) or handle it as debt payable by Subscriber without further notice and such amount will be recorded in Subscriber’s HKBN account (if applicable).
7. Subscriber shall permit HKBN or its agent to inspect, test and maintain the Equipment at all reasonable times and upon reasonable notice.
8. In the event of malfunctioning, breakdown or damage to and of the Equipment, HKBN shall not be liable to repair or replace the Equipment or any part or component if such event arises from or occasion by fair wear and tear, any misuse, negligence, willful damage, or damage on the part of the Subscriber, by breach of the terms herein, any accident beyond the control of HKBN, force majeure or any use of the Equipment outside Hong Kong.
9. It shall not be HKBN’s responsibility to repair or carry out any maintenance or replacement work if the Equipment or any part thereof is beyond repair.
10. If the Equipment is lost or stolen during the term of the Service, Subscriber shall inform HKBN immediately in order to avoid any third party using the Equipment and Service for purpose which HKBN considers improper, immoral, defamatory, fraudulent or otherwise unlawful. HKBN may charge the Subscriber for such costs for the replacement of such lost or stolen Equipment unless the Equipment is sold to the Subscriber.
11. Subscriber shall not permit or cause the Equipment to be repaired, serviced or otherwise attended to except by an authorized representative or agent of HKBN.

12. Subscriber is responsible for any damage to or destruction for certain Device including the cost of repairs. HKBN has no responsibility to provide repair and maintenance services for such Device. Instead, the manufacturers of such Device will provide warranty and maintenance services directly to Subscriber.
13. HKBN shall have the right to interrupt or suspend the Service for repair, testing, remote maintenance, or remote upgrade of the Network or Equipment. Depending on the circumstances, HKBN may carry out repair or cause replacement of the Equipment. HKBN will restore it as quickly as reasonably possible and HKBN have no responsibility to pay the Subscriber any compensation for any loss resulting from such interruption or suspension.
14. The Service may not be compatible with devices other than those certified by HKBN.
15. Subscriber understands and accepts that if the Service and Equipment is used in locations other than the Installation Address or Subscriber is unable to provide a valid residential address, HKBN reserves the right to terminate the provision of the Service and demand return of the Equipment.
16. Subscriber acknowledges and agrees that HKBN shall not be liable to the Subscriber for: (i) any fault in other equipment or device Subscriber uses; (ii) any fault in the Equipment whether or not caused by Subscriber tampering with it, Subscriber's negligence or failure to follow HKBN's instructions; (iii) Subscriber's use of Equipment with any other equipment or device HKBN does not in advance authorize in writing; (iv) Subscriber's use of Equipment away from the Installation Address.
17. To the extent permitted by law, HKBN and third party supplier/service provider shall not be liable whether or not in contract, tort, statute or otherwise for any cost, claim, special, direct, indirect or consequential loss or damage suffered, sustained or incurred by the Subscriber or any person from or out of or relating to the Service and/or the Equipment.
18. To the extent permitted by law, HKBN, its Group Companies and any third party provider of the services, together with their respective directors, employees or agents expressly disclaim any liability for (i) any damage to or loss of data, voice or other information arising from the Subscriber's use of the Service or Equipment; (ii) any claim based on contract, tort or otherwise for any direct or indirect loss of revenue, profits or any consequential loss whether of an economic nature or any such loss which the Subscriber suffers as a result of any error, inaccuracy introduced into the Subscriber's modem or other devices by, through or in connection with the use of the Service or Equipment; (iii) any claim relating to the Service and/or any content accessible through the Service, or Equipment supplied, provided, sold or made available by or through the Service (or any failure or delay to so supply, provide, sell or make available); (iv) any disruption or suspension or degradation of the Service or Equipment or any part thereof; (v) any damage which is attributable to an event or circumstance beyond HKBN's control i.e. "Force Majeure Event". A "Force Majeure Event" includes but is not limited to acts of God, war, civil disobedience, explosion, fire, flood, governmental action, legislation not in force at the time of this Agreement, restraints imposed by government or any other regulatory authorities, labour disputes, trade disputes or delays of third parties over which HKBN has no control.
19. Subscriber acknowledges and agrees that HKBN disclaims any liability for (i) any damage to or loss of data,

- software and/or hardware installed in the Subscriber's computer or other equipment; (ii) any claim from Subscriber or any third party for any direct or indirect loss and all relevant claims.
20. Subscriber agrees that HKBN shall in no circumstances be responsible for any loss of income, loss of profit or any damage (direct or indirect) caused by the use of the Service.
  21. Subscriber should ensure that his/her login information and Wi-Fi login and password will be kept properly and securely and shall not be disclosed to any third party under any circumstances. HKBN and its third party provider (including but not limited to HKBN) shall not be responsible for any loss due to the disclosure of such information.
  22. Subscriber agrees that while certain deployments or configurations of the Service can be used to help detect, monitor or avert certain risks (including without limitation to theft, fire or burglary), HKBN shall not be responsible for the consequences of those risks actually arising while Subscriber uses the Service.
  23. HKBN reserves all its rights and final discretion to determine the methods and delivery route for the provision of the Service to Subscriber, and HKBN may change such methods and routes from time to time as it shall deem appropriate. HKBN endeavours to provide notification within a period as reasonably practicable in the circumstances in advance of its effective date.
  24. The Service utilizes, in whole or in part, the public Internet and third party network to transmit voice and other communications. HKBN shall not be liable to Subscriber for any lack of privacy which may be experienced with regard to the Service. Please refer to our Privacy Policy applicable to Subscriber at our website [www.hkbn.net/en](http://www.hkbn.net/en) for additional information.
  25. HKBN shall not be liable to Subscriber or any third party in regard to any consequences or effect on the broadband service and/or speed of bandwidth that may be caused by the Service or otherwise.
  26. Subscriber understands and accepts that the Service will fail, be interrupted, delayed or suspended in circumstances of power failure or for any other instances that are beyond HKBN's reasonable control. HKBN shall in any such case resume the provision of the Service as quickly as reasonably possible. HKBN makes no warranty as to the quality and availability of the Service and accepts no legal liability in relation thereto. HKBN shall not in any way be held liable for any loss, damage, costs and expense arising under or in connection with any failure, interruption, delay and suspension of the Service.
  27. Subscriber, who subscribes the Service with Home Telephone Service, acknowledges and agrees that the call quality or service performance may be affected by the stability of Wi-Fi connection. Subscriber should check with his/her network operator for any connection problems, restrictions or any additional charges on call. HKBN will not be liable for the service failure due to the above situations.
  28. Subscriber shall not in any event assign, resell, transfer, sublet or license the Service and/or the Equipment whether or not there is any monetary consideration without prior written consent of HKBN. HKBN reserves the right to assign all or part of its rights or duties under these Special Terms and Conditions. HKBN will endeavour to provide notification of 30 days or any other period as reasonably practicable in the circumstances in advance of its effective date.
  29. The Service is only provided to the Subscriber as a residential user. Should HKBN have reasonable grounds



- to believe that the Service is being used beyond the residential and/or private subscriber's normal usage pattern or is used for commercial use, HKBN reserves the right to terminate the Service or the Plan forthwith.
30. HKBN will collect and maintain certain customer-specific network information including but not limited to the Equipment and/or Device which connects to the network for network quality and performance monitoring.
  31. Subscriber understands and accepts that the Service and Equipment must only be used in Hong Kong and at the Installation Address. Should the Subscriber remove the Equipment to a place/country other than Hong Kong and use the Service from there, Subscriber does so at his/her own sole risk, including the risk that such activity violates local laws in the country where the Subscriber does so.
  32. HKBN shall provide the registered personal data and the Installation Address of the Subscriber to the Hong Kong Police Emergency Centre or any relevant entity in handling an emergency incident as directed by the Office of the Communications Authority upon their requests in case of emergency or any other situations as HKBN deems appropriate. Subscriber shall notify HKBN in writing using HKBN's prescribed form for change of his/her Installation Address and cause his/her Installation Address to be updated in HKBN's record, failing which Subscriber runs the risk that his/her changed Installation Address cannot be traced when any emergency call is made and HKBN shall assume no liability for any consequence in connection with such failure of Subscriber.
  33. HKBN does not warrant or guarantee the Service to be continuous or uninterrupted throughout the term of the Service. Subscriber accepts the Service and the Equipment are provided on an "as is" and/or "as available" basis. Subscriber accepts that the provision of the Service is contingent upon the reliability of the Internet.
  34. Subscriber understands and agrees that the transmission speed of the Wi-Fi Service may affect the connection speed of Service due to the impact of environmental factors. Those environmental factors include the capabilities and configurations of the laptops, tablet PCs, mobile phones or other Wi-Fi enabled electronic devices and its capabilities, settings and connection speed of the servers that host web pages or files, the traffic condition of Internet, delay in network and other factors etc.
  35. The actual wireless network coverage, transmission speed and signal strengths of the Equipment may be affected by environmental conditions.
  36. The initial setup and network configuration including account registration of Home Gateway must be done via the mobile Wi-Fi Concierge App (the "App") or Web Portal. Once setup is completed, Subscriber shall be able to control and configure Subscriber's home devices.
  37. The App will be updated periodically. For optimal performance, HKBN recommends updating the App to the latest version as it becomes available. The App can be downloaded from Google Play or the Apple App Store.
  38. The App or Web Portal does not support all mobile platforms or all browsers; it is Subscriber's responsibility to acquire and maintain the compatible platforms and browsers. Subscriber may not be able to use some features of the Service if Subscriber does not maintain the compatible browsers and platforms, or HKBN will provide limited support to Subscriber, and Subscriber shall still be liable for all charges in relation to the

Service.

39. These Special Terms and Conditions shall be subject to the General Terms and Conditions of HKBN and Subscriber agrees to abide by all the terms and conditions stated therein as may be in force from time to time.