

### **Terms and conditions of the \$248 mobile services plan**

1. 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)), 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)) and 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.
2. Mobile Services Plan will only be applicable to Subscriber who has registered and successfully activated the \$248 Mobile Services Plan with a 24-month Minimum Commitment Period.
3. The monthly fee for this Mobile Services Plan is \$248, with an additional administration fee of \$18. The monthly fee includes basic services of 12GB of local data, unlimited local airtime per month, unlimited intra-SMS (including HKBN and partner network), and free value-added-services, including Voicemail, Call Waiting, Caller Number Display, Call Forwarding, and Conference Call. This plan also includes a HKBN Wi-Fi service account. Subscriber is responsible for paying all charges or fees incurred from using the mobile service, including but not limited to inter-SMS, roaming charges, and/or other charges from value-added services and pay-as-you-go services. When monthly local data usage exceeds the plan data entitlement of 12GB, the monthly local data plan for such bill cycle will be automatically upgraded to an unlimited local data plan with \$80 extra charge for the data upgrade. According to the Fair Usage Policy (A), Subscriber may enjoy unlimited local data until the end of such bill cycle. (For the avoidance of doubt, the monthly fee will be reset to the original monthly fee on the first day of the following bill cycle and will again be increased by \$80 if the monthly local data usage of such following bill cycle exceeds the plan data entitlement.) Unlimited local data is subject to Fair Usage Policy (A). When monthly local data usage reaches the data entitlement limit of designated plan, local data service continues without speed throttling or data capping, but access to network resources will be given lower priority and data service experience may be affected, until the end of such bill cycle. Actual data transmission speed that Subscriber's experience may vary due to Internet traffic conditions, local conditions, hardware, software and other conditions which may arise.
4. Monthly fee discount is applicable to (1) csl/1010/SUN Mobile existing mobile subscribers who port-in their numbers to HKBN (Subscriber must successfully submit and confirm all mobile port-in information) or (2) selected existing subscribers of HKBN home broadband or home telephone service. Subscriber must successfully register designated Mobile Services Plan with 24-month Minimum Commitment Period on or before 30 November 2017 to enjoy \$30 monthly fee discount. If Subscriber terminates all HKBN selected home broadband and/or home telephone service during the Minimum Commitment Period of the Mobile Services Plan, \$30 monthly fee discount will be forfeited; Subscriber is obligated to continue using the Mobile Services Plan at standard monthly fee of \$248. If Subscriber is the existing subscriber of HKBN selected home broadband and/or home telephone service and port-in from csl/1010/SUN Mobile, Subscriber can only enjoy \$30 monthly fee discount. Monthly fee discount is only applicable within the Minimum Commitment Period of the Mobile Services Plan and when the Mobile Services Plan is still in service. Monthly fee discount

can be used for payment of HKBN's Mobile Services, but cannot be used to offset any outstanding balance incurred prior to receiving the monthly fee discount or for prepayment of any services. If the subscribed Mobile Services Plan is terminated during the Minimum Commitment Period for whatever reasons, the unused amount of monthly fee discount will no longer be eligible for usage. This monthly fee discount is not transferable, exchangeable for cash or used in conjunction with any other promotional offers.

5. csl/1010/SUN Mobile existing mobile subscribers who port-in their numbers to HKBN (Subscriber must successfully submit and confirm all mobile port-in information) and register designated Mobile Services Plan with 24-month Minimum Commitment Period can enjoy \$18 monthly administration fee waiver. Administration fee waiver is only applicable within the Minimum Commitment Period of the Mobile Services Plan and when the Mobile Services Plan is still in service.
6. Subscriber must successfully register and activate the designated Mobile Services Plan on or before December 31, 2017 in order to obtain a 24-month myTV SUPER App (Alpha Pack). The existing subscribers of HKBN selected home broadband and/or home telephone service or csl/1010/SUN Mobile existing mobile subscribers who port-in their numbers to HKBN and successfully register and activate the designated Mobile Services Plan on or before December 31, 2017 will enjoy free 12-month myTV SUPER Movie Pack; other new subscribers will enjoy free 6-month myTV SUPER Movie Pack. The myTV SUPER Movie Pack will be terminated automatically upon expiry of such 6-month / 12-month free period. The myTV SUPER App service is only applicable to Subscriber who has subscribed to the designated Mobile Services Plan, if Subscriber terminates the designated Mobile Services Plan, the myTV SUPER App service will also be terminated simultaneously.
7. HKBN Wi-Fi will be activated with Mobile Services Plan. The log-in username and password will be sent to Subscriber's HKBN mobile number via SMS.
8. By default, this Mobile Services Plan includes pay-as-you-go value-added services, such as roaming data day plan lite and IDD. For usage rates and other service details, please contact our Customer Services representative.
9. Minimum roaming data charging unit is 1KB. Usage under 1KB will be rounded up to nearest KB.
10. Subscriber can enjoy IDD 0030, IDD 001 and international roaming service, with deposit waiver. All IDD calls are calculated on a per-minute basis where usage charges under 1 minute will be rounded up to 1 minute and to the nearest 10 cents, according to HKBN's call records.
11. 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 pro-rated monthly service charge and all other charges or fees incurred from using the mobile service.
12. If any one of the services in this Mobile Services Plan is terminated, all other value-added services in this plan will also be terminated.
13. 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.

14. 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 payable for the remaining Minimum Commitment Period to HKBN as liquidated damages. 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.
15. Any payment made to HKBN will be non-transferable and/or non-refundable.
16. If the 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).
17. 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).
18. All fees and charges associated with other services in this Mobile Services Plan are detailed out in the respective services' terms and conditions.
19. At service registration, Subscriber can select the service activation day, whereas the service in this Mobile Services Plan will initiate on the selected date, subjected to service provisioning lead time and successful porting for port-in cases. However, the service activation date must be within 365 days of service registration or 365 days of service registration (only applicable for the designated service plan). Subscriber must confirm his/her selection of the service activation day before its occurrence. Once Subscriber confirms this day with HKBN, the Minimum Commitment Period will commence starting from the service activation day. 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 activation day. If the Mobile Services Plan(s) is/are terminated for whatever reasons (outside of the post-registration 14-day cooling off period), Subscriber shall pay a total amount of remaining special monthly fee within 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.
20. In case of any disputes, the decision of HKBN shall be final and conclusive.

### **Terms and conditions of 24-month myTV SUPER App (Alpha Pack)**

1. Subscriber must successfully register and activate the designated Mobile Services Plan on or before December 31, 2017 in order to obtain a 24-month myTV SUPER App (Alpha Pack). The myTV SUPER App service is only applicable to subscriber who has subscribed to the designated Mobile Services Plan.
2. HKBN will send the myTV SUPER customer ID and password to customer's registered email address and mobile number respectively on the next day the latest upon plan effective date of the Mobile Services plan.
3. Subscriber should download and install the myTV SUPER App, register and activate the myTV SUPER App service with the activation code.
4. The validity of the myTV SUPER App is 24 months, starting from the activation date of the app and will be terminated automatically upon the expiry of the validity period.
5. Each activation code can only be used once and HKBN will not re-issue the code in any case.
6. myTV SUPER App service is only applicable to compatible devices and designated mobile operating systems. Please visit [http://www.mytvsuper.com/en/basic\\_requirement](http://www.mytvsuper.com/en/basic_requirement) for details.
7. Each account can only login to myTV SUPER App service by one single device at one time, and each account may change device for not more than 3 times a month.
8. myTV SUPER App service is only applicable to customer who has subscribed to the designated Mobile Services Plan. If subscriber terminates the designated Mobile Services Plan, the myTV SUPER App service will also be terminated simultaneously.
9. Content of the myTV SUPER App (Alpha Pack) includes the myTV SUPER Basic Pack, TVB Premium SVOD and Premium Basic Pack.
10. Subscriber can purchase additional myTV SUPER content at the myTV SUPER App, the default payment method will be credit card and the payment will be settled with MyTV Super Limited directly. For any enquiries about the purchase of additional content, please contact MyTV Super Limited at 2399 9666.
11. myTV SUPER is provided by MyTV Super Limited and is subject to the Terms and Conditions stated in the "myTV SUPER Terms of Services". Please visit [www.mytvsuper.com](http://www.mytvsuper.com) for details. MyTV Super Limited reserves the right to change or cancel any channel and/or any content anytime without prior notice. MyTV Super Limited bears no liability for any such change or cancellation.
12. Subscriber has to beware that additional mobile data charge might be incurred due to the viewing of myTV SUPER content and subscribers are highly recommended to connect with Wi-Fi network for viewing.
13. For any enquiries about the myTV SUPER App activation, please contact MyTV Super Limited at 2399 9666.