

## Terms and conditions of the \$288 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), Special Terms and Conditions of Mobile Services (please visit 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) 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 \$288 Mobile Services Plan with a 24-month Minimum Commitment Period.
- 3. The monthly fee for this Mobile Services Plan is \$288, 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), one myTV SUPER box Supreme Pack with two myTV SUPER Multi-view, 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, thereafter voice airtime, and/or other charges from value-added services and pay-as-you-go services. Local data is 12GB per month, maximum upload and download speed for thereafter data access is 128kbps and the thereafter local data usage excludes tethering and peer-to-peer applications. Actual data transmission speed that Subscribers experience may vary due to Internet traffic conditions, local conditions, hardware, software and other conditions which may arise. 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.
- 4. 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.
- 5. Minimum roaming data charging unit is 1KB. Usage under 1KB will be rounded up to nearest KB.
- 6. All Subscribers 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.
- 7. 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.
- 8. 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.
- 9. If the Mobile Services Plan(s) is/are terminated for whatever reasons, HKBN reserves the right to charge

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- \$200 administrative fee for each terminated Mobile Services Plan.
- 10. 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.
- 11. Any payment made to HKBN will be non-transferable and/or non-refundable.
- 12. 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) 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 the Subscriber with rates specified by HKBN from time to time. For details, please refer to hkbn.net/charge/en.
- 13. If the 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).
- 14. All fees and charges associated with other services in this Mobile Services Plan are detailed out in the respective services' terms and conditions.
- 15. 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 180 days of service registration. 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.
- 16. Hung Fook Tong cash voucher offer is only eligible to csl. or 1010 or SUN Mobile current user with mobile number port-in to HKBN designated Mobile Service plan. csl. or 1010 or SUN Mobile current user must successfully register designated Mobile Service plan on or before 30 September 2017, and successfully activate service on or before 31 October 2017.
- 17. In case of any disputes, the decision of HKBN shall be final and conclusive.



## **Terms and conditions of myTV SUPER:**

- 1. The Entertainment 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.
- 2. 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 ("myTV SUPER")
- 3. 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).
- 4. Subscribers should register the designated Service Plan with Minimum Commitment Period of 24 months and complete the installation of the relevant service (if applicable).
- 5. 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).
- 6. 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).
- 7. Subscriber should provide accurate and valid mobile number and email address in order to successfully register any designated Service Plan.
- 8. 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 service account is suspended for whatever reason, other service(s) and the myTV SUPER included in the plan will also be suspended.
- 9. myTV SUPER box is only applicable to customer who has subscribed to the designated Mobile Services Plan. If customer terminates the designated Mobile Services plan, myTV SUPER box will be terminated automatically.



- 10. Subscriber will obtain the myTV SUPER Box and accessories and activate the myTV SUPER by below methods upon successful registration or contract renewal of the designated Service Plan: 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.
- 11. 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.
- 12. For any enquiry about myTV SUPER during the Preview Period, please call the customer service hotline of myTV SUPER 2399-9666 directly.
- 13. 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.
- 14. 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.
- 15. 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 HKBN\_BN\_myTV\_SUPER\_T&C\_eng\_20170724 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.
- 16. 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.
- 17. 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.
- 18. 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 HKBN\_BN\_myTV\_SUPER\_T&C\_eng\_20170724 prepayment (or any part thereof) of related service and Subscriber shall pay the remaining balance of liquidated damages after set off, if applicable.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. For any disputes arising from this Service Plan, the decisions of HKBN and/or MyTV Super Limited shall be final and conclusive.