

<u>Terms and conditions of the HK\$118 5G Home Broadband Service Plan ("5G Home Broadband Service Plan")</u>

- 1. Each service included in the 5G Home Broadband Service 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) and other terms and conditions stated in the 5G Home Broadband Service 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.
- 2. Subscriber must commit to the 5G Home Broadband Service Plan for 24 months ("Minimum Commitment Period").
- The special monthly fee for the 5G Home Broadband Service Plan is HK\$118. Subscribers can enjoy the \$28 monthly administration fee waiver. This administration fee waiver is only applicable within the Minimum Commitment Period of the 5G Home Broadband Service Plan and when the 5G Home Broadband Service Plan is still in service. The 5G Home Broadband Service Plan is not applicable to portin numbers. Subscriber can only enjoy unlimited local data at one designated registered service address with designated router/device. When local data usage reaches the 300GB local data entitlement limit in monthly bill cycle, local data service will continue with the maximum data download speed of 5G network but subject to the Fair Usage Policy (C). According to the Fair Usage Policy (C), Subscriber can enjoy unlimited local data service until the end of such monthly bill cycle, but access to network resources will be given lower priority and data service experience may be affected. The registered address must be residential address. The 5G Home Broadband Service Plan does not provide local voice, roaming voice, roaming data and IDD services. 5G network is required to be used with compatible designated models of routers/devices. 5G network experience may be affected due to the 5G coverage and other factors including but not limited to network setting/specification or coverage, the features or functionality of individual router/device, transmission technology, network traffic and usage, speed of websites servers, service stability of other content providers, weather and other circumstantial factors (e.g. blockades such as buildings, mountains, tunnels) which may lead to radio interference. HKBN reserves the rights to suspend or terminate the service of the 5G Home Broadband Service Plan or any part of the service if the service is not used at the designated registered service address or/and with the designated router/device. The network is supported by 3HK.
- 4. Terms and Conditions for 5G home broadband service post-registration cooling off period: (a) Upon registration of designated 5G Home Broadband Service Plan ("Service Plan"), Subscriber can enjoy post-registration cooling off period of 7 days, starting the next day after registration. During this post-registration cooling off period, Subscriber can email HKBNbroadband@hkbn.net to cancel the registered Service Plan, HKBN will not charge Subscriber for any charges. This post-registration cooling off period will immediately expire if: (i) Subscriber has activated his/her SIM card (whereby the post-activation cooling off period of 5G home broadband service will commence, if applicable) or (ii) Subscriber has activated his/her Disney+/myTV SUPER Account offered with the Service Plan (if applicable). Regarding the 5G home broadband service post-activation cooling off period, please refer to "Terms and Conditions for 5G home broadband service post-activation cooling off period" for details. (b) If Subscriber cancels his/her Service Plan within the post-registration cooling off period, all other services and value-added services that are included in the same Service Plan and/or that are registered under the same application will also be canceled (if applicable).
- 5. Terms and Conditions for 5G home broadband service post-activation cooling off period: (a) Upon activation of the Service Plan, Subscriber can enjoy post-activation cooling off period of 7 days, starting the next day after service activation. During this post-activation cooling off period, Subscriber can send email to HKBNbroadband@hkbn.net to cancel the activated Service Plan. Liquidated damages are not



required and Subscriber is also not required to fulfil the obligations of the Minimum Commitment Period. This post-activation cooling off period will immediately expire if: (i) Subscriber has activated his/her Disney+/myTV SUPER Account offered with the Service Plan (if applicable). (b) If Subscriber cancels his/her Service Plan within the post-activation 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 canceled (if applicable). At the same time, Subscriber must pay off all outstanding charges as listed in section (c). (c) If Subscriber terminates his/her Service Plan within the 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 before termination (if applicable); and (iii) administrative charges for terminating the 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 the set off (if applicable).

- 6. Subscriber of 5G Home Broadband Service Plan is governed by the abovementioned terms and conditions for 5G home broadband service post-registration cooling off period and post-activation cooling off period, terms and conditions for mobile services post-registration cooling off period is not applicable.
- 7. Subscriber is required to notify HKBN in advance for the change of designated registered service address.
- 8. If Subscriber only subscribes to a standalone 5G Home Broadband Service Plan without any other HKBN services, then Subscriber has to verify his/her address within 15 days upon service activation. If Subscriber fails to verify the address, his/her respective 5G Home Broadband Service 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 5G home broadband service (if applicable).
- 9. If any one of the services in the 5G Home Broadband Service Plan is terminated, all other services and value-added services in the 5G Home Broadband Service Plan will also be terminated (if applicable). 10. Subject to Clause 11, if the 5G Home Broadband Service Plan(s) is/are terminated for whatever reasons, HKBN reserves the right to charge HK\$200 administrative fee for each terminated 5G Home Broadband Service Plan.
- 11. If the 5G Home Broadband Service Plan(s) is/are terminated within the Minimum Commitment Period for whatever reasons (outside of the post-activation 7-day cooling off period), Subscriber shall pay the total amount of the special monthly fees for the 5G Home Broadband Service Plan(s) payable for the remaining Minimum Commitment Period to HKBN as liquidated damages, as well as any administration fees from terminating the 5G Home Broadband Service Plan(s) (if applicable). The above charges and fees are genuine pre-estimate of loss and not penalty. All offers in the 5G Home Broadband Service 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 (if applicable). 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.
- 12. Any payment made to HKBN will be non-transferable and/or non-refundable.
- 13. If Subscriber terminates any of the 5G Home Broadband Service Plan(s), Subscriber is required to give at least 30 days' prior notice to HKBN.
- 14. If Subscriber continues to use the 5G Home Broadband Service 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) and monthly HK\$28 administration fee.
- 15. All fees and charges associated with other services in the 5G Home Broadband Service Plan are detailed out in the respective services' terms and conditions (if applicable).
- 16. At service registration, Subscriber can select a service start date, whereas the service in the 5G Home Broadband Service Plan will be activated on the selected date, subjected to service provisioning HKBN_5G Home Broadband Plan_T&C_ENG_202405



lead time. However, the service start date must be within 30 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.

17. In case of any disputes, the decision of HKBN shall be final and conclusive.