

Special Terms and Conditions of Mobile Services for Corporate Subscriber

This document details the terms and conditions for the provision of the Mobile Services by HKBN. The Subscriber is deemed to have accepted the Conditions and the relevant service plan when applying for the Mobile Services.

- "Agreement"** means the Conditions herein as may be amended by HKBN from time to time together with the Application, the General Terms and Conditions, the Fair Usage Policy, the Personal Data & Privacy Policy Statement, other relevant terms and conditions, including without limitation, terms and conditions of other relevant Group Companies and any other terms expressly stated to form part of this Agreement;
- "Application"** means the written or oral application made by Subscriber to HKBN and/or Group Companies requesting for provision of Mobile Services to Subscriber;
- "Conditions"** means the terms and conditions set out herein;
- "Due Date"** means the due date specified in the relevant invoice, or if no such date is specified, the date which is 15 days from the date of the invoice;
- "Fair Usage Policy"** means HKBN's fair usage policy as may be amended by HKBN from time to time, which shall be available upon request;
- "General Terms and Conditions"** means HKBN's general terms and conditions at hkbn.net/tnc/en/general.html;
- "Group Companies"** means any company which is for the time being a holding company (ultimate or intermediary) of HKBN and/or any subsidiary (ultimate or intermediary) of such holding company from time to time;
- "HKBN"** means Hong Kong Broadband Network Limited, its successors and assigns;
- "Hong Kong"** means the Hong Kong Special Administrative Region of the People's Republic of China;
- "MMS Service"** means intra-operator and inter-operator multimedia message service;
- "SMS Service"** means intra-operator and inter-operator short message service;
- "Mobile Services"** means the mobile voice and data services offered and/or provided by HKBN and/or Group Companies, including but not limited to roaming service, SMS Service, MMS Service, NFC Service, and mobile payment service including Mobile Device where applicable. For avoidance of doubt, Mobile Services shall be

construed to fall within the definition of Services as stated in the General Terms and Conditions;

“Mobile Device” means any mobile phone, tablet, or any wireless device or equipment provided by HKBN and/or Group Companies with which the Subscriber may utilize the Mobile Services with the installation of SIM Card provided by HKBN and/or Group Companies;

“NFC Service” means Near Field Communication Service;

“Personal Data & Privacy Policy Statement”

means HKBN’s personal data and privacy policy statement at <http://www.hkbn.net/pco/en>;

“Service Plan” means the service plan under the Mobile Services being subscribed by the Subscriber;

“SIM Card” means a subscriber identity module card;

“Subscriber” means any person including any individual, government agency, organization, corporation or unincorporated body who apply for or use any of the Mobile Services of HKBN and/or Group Companies or to whom HKBN and/or Group Companies has agreed to provide Mobile Services;

“Value Added Service” or “VAS”

means the value added services provided by HKBN, Group Companies or third party provider from time to time on such additional terms and conditions as may be specified by HKBN and/or Group Companies and/or third party provider.

In this Agreement, reference to one gender shall include the other and the neuter and reference to singular shall include the plural and vice versa; references herein to any person shall include references to individual, government agency, organization, corporation or unincorporated body. The heading or titles to the clauses in these Conditions are to facilitate reference and shall not referred to or relied upon in the construction of any provision of these Conditions. Unless otherwise specified, all terms used herein shall have the same meaning as in the General Terms and Conditions.

1. Mobile Services

1.1. Subject to the Conditions, HKBN shall provide and the Subscriber shall subscribe to the Mobile Services in accordance to the selected Service Plan.

1.2. Subscriber shall select the features of Mobile Services (“Service Features”). HKBN and the relevant Group Companies is entitled at any time to do all such things that are necessary to the

Service Features to ensure the quality of the Mobile Services, including without limitation, requiring the Subscriber to use a password to access Mobile Services.

- 1.3. Subscriber may request for the provision of international communication service. The international communication service provided by HKBN and/or Group Companies is subject to the Conditions and the terms and conditions prescribed by the relevant third party provider of such service from time to time.
- 1.4. Roaming service and IDD service are only available at the countries as stated in HKBN's list of applicable countries, which shall be available upon request. HKBN has the right to revise and amend the list of applicable countries from time to time.
- 1.5. The Subscriber agrees not to send SMS and MMS of promotional nature to a recipient without having obtained prior consent to receive promotional SMS/MMS from him/her. HKBN and the relevant Group Companies shall have the right to suspend or terminate the SMS Service and/or MMS Service subscribed by the Subscriber in case Subscriber sends any SMS and MMS of promotional nature which the recipient has not given his prior consent to receive or when HKBN or Group Companies receives complaints from the recipient of an unsolicited SMS/MMS or when HKBN or Group Companies is obliged to comply with an order, instruction or request of the Office of the Communications Authority or other competent government authority.
- 1.6. The Mobile Services shall not be used under any one of the following circumstances, including but without limitation using the Mobile Services (i) in any manner which adversely affects the ability of HKBN, Group Companies or third party provider (hereinafter referred to jointly as "Providing Parties" and individually as "Providing Party") to provide, complete or maintain the level or quality of its network or other services; and (ii) in any manner which is designed to cause loss or damage to Providing Party such as reselling the Mobile Services.
- 1.7. The Subscriber must use the Mobile Services with settings, including without limitation the APN setting, and mobile device compatible with the Mobile Services. If the Subscriber does not follow this Condition in the use of the Mobile Services, the Subscriber may not be able to utilize all or any of the Mobile Services for which HKBN and Group Companies shall not be held responsible, and HKBN and the relevant Group Companies shall have the right to forthwith suspend and/or terminate the Mobile Services without notice.
- 1.8. If Subscriber fails to comply with any of the prohibitions specified in Clause 1.6; or upon the occurrence of any one or more of the circumstances specified in Clause 1.6; or if in the reasonable opinion of Providing Party, Subscriber's use of the Mobile Services adversely effects Providing Party's ability to provide, complete or maintain the level or quality of its network or other services or to cause loss or damage to Providing Party, Providing Party may respectively forthwith take

such steps it considers reasonably necessary or appropriate including but not limited to restricting, limiting, suspending or terminating the Mobile Services to Subscriber without notice or compensation.

- 1.9. Subscriber may apply to HKBN or relevant Group Companies to obtain details of his/her Mobile Services usage for the previous three months at an administration fee of any amount determined by HKBN and/or the relevant Group Companies from time to time.
- 1.10. The Subscriber agrees that a Fair Usage Policy applies to the Mobile Services and he/she must use the Mobile Services in a fair manner.
- 1.11. The Subscriber shall not and shall not allow any other third party to:
 - (a) cause problem or congestion to the Providing Parties' network on which Providing Parties carries out their services with extreme usage and downloads; and
 - (b) abuse, misuse, exhaust, waste or otherwise take unfair advantage of the Mobile Services to the detriment of other customer(s) of HKBN and Group Companies.
- 1.12. If the Subscriber has breached Clause 1.10 or Clause 1.11, or has violated any fair usage policy from time to time issued by HKBN, HKBN may allow the Subscriber to continue using the Mobile Services but with a lower priority in accessing the network resources or at a reduced data access speed and/or charge Subscriber in accordance with the prevailing rate of the relevant Mobile Services.
- 1.13. HKBN and/or Group Companies may make available to the Subscriber any VAS as offered by HKBN and/or third party provider from time to time. HKBN and/or the third party provider may add, remove, replace or change some or part of the VAS from time to time. If the Subscriber subscribes a VAS, he/she shall be charged for the amount of airtime and/or data using the VAS.
- 1.14. Charges for the Mobile Services shall be based on rates published by HKBN and/or Group Companies from time to time.
- 1.15. HKBN and Group Companies does not provide directory entries for Mobile Services.
- 1.16. Subscriber agrees that:
 - (a) that the Mobile Services will not be used for the transmission of any unsolicited advertising or promotion information or any content that is obscene, indecent, seditious, offensive, defamatory, threatening liable to incite hatred, discriminating or menacing;
 - (b) that the Mobile Services would not in any way be a breach of any confidence, copyright or other intellectual property rights or similar rights of HKBN or any Group Companies or any third parties; and
 - (c) that he/she will not, either by act or omission, interfere with or impede or impair use of, or operation of or do anything likely to interfere with or impede the use of, or operation of the network of Providing

Parties or the Mobile Services or any telecommunication service or network of a third party.

- 1.17. Unless otherwise notified by the Subscriber, the Subscriber agrees to receive information sent from HKBN and/or relevant Group Companies for any or all of the following purposes:
- (a) marketing of goods and/or services by HKBN and/or Group Companies, its agents, affiliates or subsidiaries in relation to the Mobile Services;
 - (b) improvement such as updates and upgrades of goods and/or services in relation to provisioning of the Mobile Services;
 - (c) any benefits arising out of or in connection with the Mobile Services;
 - (d) facilitate complete or confirm the provision of the Mobile Services by HKBN and/or relevant Group Companies to the Subscriber under this Agreement.

2. Mobile Device

- 2.1. Unless otherwise agreed between the parties, the Subscriber shall pay HKBN and/or the relevant Group Companies the full price (including any prepayment for Mobile Services, if applicable) or any balance of any Mobile Device on delivery; if such payment is not made by the Subscriber on or before the delivery of the Mobile Device, HKBN and Group Companies reserve the right to forfeit any amount received from the Subscriber, including without limitation any deposit and/or prepayment, and repossess the Mobile Device.
- 2.2. Title to the Mobile Device shall remain vested in HKBN and/or Group Companies until HKBN and/or Group Companies has received full payment of the purchase price. All risks to the Mobile Device shall pass to the Subscriber upon delivery of the Mobile Device to the Subscriber. While the Mobile Device is in the Subscriber's custody or control, the Subscriber will be liable to the Mobile Device for any loss or damages to the Mobile Device.
- 2.3. HKBN and Group Companies do not manufacture any Mobile Device that HKBN and/or Group Companies might sell or use or that is associated with Mobile Services, and HKBN and Group Companies are not responsible for any defects, acts, or omission of the manufacturer.
- 2.4. Any time or date of delivery quoted by HKBN and/or Group Companies is an estimate only, and HKBN and Group Companies shall not be liable for any consequences of any delay or change of time or date whatsoever.
- 2.5. If the Subscriber purchases mobile device from a third party, he/she understands that the mobile device does not form part of this Agreement and he is responsible for any repairs to the mobile device and ensuring the mobile device he uses is compatible with Mobile Services.
- 2.6. The warranty period (if any) of the Mobile Device purchased from HKBN and/or Group Companies shall start from the date of purchase. The warranty shall continue notwithstanding any transfer of

ownership of the Mobile Device. The Subscriber's sole and exclusive remedy during the warranty period shall be limited to repair or replacement.

- 2.7. If the defect of Mobile Device purchased from HKBN and/or Group Companies or any part thereof is caused by (i) undue wear and tear, (ii) damage resulting from accident, abuse, misuse, neglect or improper handling; or (iii) alteration or repair (except those carried out by an authorized service/repair center of HKBN), then the warranty will be deemed inapplicable and/or invalid. HKBN and/or Group Companies may at the Subscriber's request carry out the repair or replacement work not covered by the warranty but subject to the Subscriber paying prevailing charges of HKBN and/or Group Companies (which are subject to change from time to time) for such services.
- 2.8. Upon the termination of this Agreement, the Subscriber shall cease to use Mobile Services and the Mobile Device if the title of such Mobile Device still vests in HKBN and/or Group Companies.

3. SIM Card

- 3.1. HKBN and/or Group Companies will provide a SIM Card to the Subscriber for his/her use of the Mobile Services upon entering into this Agreement.
- 3.2. The provision of the SIM Card is subject to and conditional upon the equipment in which the SIM Card shall be installed is of a type approved by the Office of the Communications Authority in Hong Kong.
- 3.3. At all times, the SIM Card shall remain property of HKBN and/or Group Companies and the Subscriber shall not claim or acquire any interest therein or right thereto.
- 3.4. The Subscriber understands that the SIM Card contains proprietary information held by and/or licensed to HKBN and/or Group Companies, and HKBN and/or Group Companies is the absolute owner of all information written into, incorporated, stated or otherwise included in the SIM Card (excluding information stored by the Subscriber), and the Subscriber undertakes to keep all such information confidential at all times.
- 3.5. The Subscriber shall return the SIM Card to HKBN or Group Companies upon demand of HKBN and/or Group Companies or upon the termination or cancellation or disconnection of the Mobile Services. If the Subscriber fails to do so, the Subscriber shall pay the charge of any amount determined by HKBN and/or Group Companies.
- 3.6. The Subscriber shall take proper care of the SIM Card and shall not allow, permit or authorize any person other than HKBN or Group Companies or authorized users under his account to take possession or control the SIM Card. The Subscriber shall not lend, transfer, sell or otherwise dispose of the SIM Card. The Subscriber shall not copy, extract, remove, modify, tamper with any

information in the SIM Card or allow, permit or authorize any other person to do so.

- 3.7. The Subscriber undertakes to hold HKBN and Group Companies harmless and to indemnify HKBN and Group Companies for any liability, losses, damages, costs or expenses whatsoever suffered, sustained or incurred by HKBN and/or Group Companies arising from (directly or indirectly) or incidental to any loss of or damage to or blocking of the SIM Card or any misuse of the SIM Card by the Subscriber or any authorized users under the account of the Subscriber or any other person.
- 3.8. Whenever the SIM Card provided by HKBN and/or Group Companies supports NFC Services which are provided by third party service providers (“NFC Service Providers”), including but not limited to NFC mobile payment services (“Mobile Payment Services”) provided by financial institutions, the NFC Services are provided by the NFC Service Providers directly and not HKBN nor Group Companies. Subscriber will use a compatible device as specified by the NFC Service Provider for the use of NFC Services. Subscriber will provide the NFC Service Providers with the mobile number for the use of the NFC Service. Subscriber will immediately inform the NFC Service Providers of replacement of SIM Card or change of mobile number for use of the NFC Services.

4. Payment

- 4.1. Subscriber agrees to pay charges in connection to the Mobile Services as prescribed in tariff plan of HKBN and/or Group Companies from time to time.
- 4.2. If the Subscriber applies for the porting of any mobile number from any other mobile telecommunications service provider, the Subscriber shall pay HKBN and/or Group Companies a mobile number porting charge.
- 4.3. HKBN and/or Group Companies may with or without the assistance of billing agent issue monthly invoices with a list of all charges incurred by Subscriber in relation to Subscriber’s use of the Mobile Services during the period specified in each invoice to Subscriber. Subscriber acknowledges and agrees that not all of the Mobile Services used during the period covered by an invoice may be included in that invoice and that HKBN and/or Group Companies may include the charges for such usage in any subsequent invoice.

5. Suspension and Termination

- 5.1. HKBN and/or Group Companies may suspend, de-activate or restrict access to all, or any part, of the network and/or Mobile Services at any time in the following circumstances:
 - (a) to comply with an order, instruction or request of a government agency, emergency service or other competent authority;
 - (b) to reduce or prevent fraud or interference within the network and/or Mobile Services; or

- (c) to carry out repairs, maintenance, servicing or upgrading of any equipment, software or facility forming part of the network, whether planned or required due to an emergency.
- 5.2. If HKBN or Group Companies suspends the access to the network and/or Mobile Services due to any event in Clause 5.1, this will not exclude its right to terminate this Agreement later in respect of that or any other event.
- 5.3. HKBN and/or Group Companies shall have the right to suspend and/or terminate this Agreement in whole or in part and disconnect the Mobile Services immediately without any compensation whatsoever if:
- (a) the Subscriber has failed to pay HKBN and/or Group Companies any sum or sums due from HKBN and/or Group Companies on the Due Date; or
 - (b) the Subscriber does not pay any amounts due for any other services provided by Group Companies on time; or
 - (c) the Subscriber commits a breach of any of the terms and conditions of this Agreement; or
 - (d) the SIM Card is or becomes lost or stolen; or
 - (e) the Subscriber copies, extracts, alters, tampers with any information written into, incorporated, stored or otherwise included in the SIM Card or allows, permits or authorize any other person to do so; or
 - (f) the Subscriber modifies, alters or otherwise tampers with the mobile device for the Mobile Services or allows, permits or authorize any other person to do so; or
 - (g) any charges for the use of the Mobile Services exceed the Subscriber's credit limits specified by HKBN and/or Group Companies from time to time; or
 - (h) the relevant usage limit for Mobile Services specified by HKBN and/or Group Companies from time to time has been exceeded;
 - (i) (applicable to mobile payment services) the Subscriber withdraws authorization to HKBN and/or Group Companies to release information on the service status to the relevant financial institution; or the financial institution requests HKBN and/or Group Companies to suspend or terminate the mobile payment service to the Subscriber; or
 - (j) the Subscriber uses the Mobile Services for any illegal or improper purpose, or the Subscriber acts in a way which, in opinion of HKBN and/or Group Companies, may cause a nuisance or harassment to HKBN and/or Group Companies or other customers of HKBN and/or Group Companies; or
 - (k) the Subscriber or any authorized user under the account of the Subscriber uses the Mobile Services for any fraudulent or unlawful purposes or uses abusive, threatening, harassing, vulgar or obscene language to other subscribers or customers or employees of HKBN and/or Group Companies through the Mobile Services, or allows, permits or authorizes any other person to do so; or
 - (l) provision of the Mobile Services would cause HKBN and/or any third party provider of the Mobile Services to be in breach of any applicable laws; or
 - (m) any permit, licence or consent which HKBN may require to possess in order to carry out its obligations under this Agreement being suspended, restricted, refused or withdrawn; or

- (n) the Communications Authority publish any directions, guidelines or rules in relation to the subject of this Agreement, including as to accounting, which in the opinion of HKBN and/or Group Companies are inconsistent with the basis upon which this Agreement has been entered into; or
 - (o) it is necessary for Providing Party to comply with an order, instruction, determination or direction of a judicial body, government or regulatory authority, or
 - (p) in the reasonable opinion of HKBN and/or Group Companies there is or has been fraudulent or abnormal usage of or access to the Mobile Services; or
 - (q) HKBN ceases to make the relevant Mobile Services available for whatsoever reason.
- 5.4. Notwithstanding the suspension of the Mobile Services, the Subscriber is still liable to pay the charges current from time to time for the Mobile Services during the suspension period until the end of the Contract Period or any liquidated damages as stipulated in the Mobile Services (if applicable).
- 5.5. HKBN shall have the right to forthwith terminate or disconnect all the other services provided by HKBN and/or the Group Companies to the Subscriber if any charges under the Mobile Services remain unpaid after becoming due or if HKBN and/or Group Companies terminates this Agreement pursuant to Clause 5.3.
- 5.6. Termination hereunder shall be without prejudice to any rights and/or claims that HKBN and/or Group Companies may have against Subscriber prior to the date of termination and shall not relieve Subscriber from fulfilling his obligations including payment of all outstanding charges prior to the date of termination. Any amount accrued and unpaid shall be due and payable forthwith upon termination.
- 5.7. HKBN and/or Group Companies shall have the right to assign Subscriber's service number for the Mobile Services to another customer or subscriber after the Mobile Services provided to Subscriber is terminated or disconnected.
- 5.8. If the Mobile Services is disconnected for reasons set out in Clause 5 or upon the Subscriber's request, HKBN may upon the Subscriber's request reconnect the Mobile Services subject to payment by the Subscriber of all sums due or owing to HKBN and/or Group Companies, a deposit requested by HKBN and/or Group Companies and a reconnection charge. The amount of the deposit and the reconnection charge shall be determined by HKBN and/or Group Companies in its sole and absolute discretion.

6. Lost or Stolen Mobile Device and/or SIM Card

- 6.1. The Subscriber must notify HKBN and the relevant Group Companies of disconnection of the Mobile Services within 3 working days, if the Subscriber's Mobile Device registered for the Mobile Services or SIM Card has been stolen or lost or converted, tampered with or otherwise misappropriated. For SIM Card with NFC Services (as described in Clause 3.8), the Subscriber also has to immediately report to the NFC Service Providers of any loss or replacement of the SIM Card or any unauthorized use of the SIM Card.
- 6.2. Notwithstanding such notification, the Subscriber will remain responsible for all call or data charge

payable under the Agreement attributable to the period during which the SIM Card is lost or stolen or the SIM Card is converted, tampered with or otherwise misappropriated until such time when HKBN shall have actually received the notification.

- 6.3. If the Subscriber recovers the lost or stolen Mobile Device registered for the Mobile Services or the SIM Card, HKBN may upon the request of the Subscriber reconnect the Mobile Services to the Mobile Device or the SIM Card concerned subject to payment by the Subscriber of all items due or owing to HKBN and/or Group Companies and a reconnection charge. The amount of the reconnection charge shall be determined by HKBN and/or Group Companies in its sole and absolute discretion. HKBN and/or Group Companies may require a pre-service inspection of the Mobile Device and/or SIM Card prior to reconnection.

7. Limitation of Liability

- 7.1. Save and except for any liability of HKBN and/or Group Companies and/or any third party provider of the Mobile Services which cannot be excluded by law, HKBN and Group Companies and third party provider of the Mobile Services shall not be liable for any cost, claim, expenses, damage or loss of whatsoever nature suffered, sustained or incurred by Subscriber or any person arising from or out of or relating to the provision of the Mobile Services, the value added services and/or Service Features offered under the Mobile Services including without limitation (i) any interruption or failure of the Mobile Services, the value added service and/ or the Service Features, or (ii) any failure, delay or mistake in establishing communication between Subscriber and any other person, or (iii) any failure or delay while Subscriber is communicating any message in the use of the Mobile Services; or (iv) any failure or delay in activating or deactivating the Mobile Services, or (v) any unauthorized use of the Subscriber's communication equipment.
- 7.2. HKBN and Group Companies and any third party provider of the Mobile Services shall under no circumstances be liable for any loss (whether direct or indirect) of revenue, loss of profits or any consequential loss whatsoever suffered, sustained or incurred by Subscriber or by other person arising (directly or indirectly) from or out of or relating to the provision of the Mobile Services or this Agreement.
- 7.3. Information supplied through the value-added services are supplied by third party information provider. HKBN and Group Companies and the third party information provider make no warranties of any kind in relation to the information provided and accept no responsibilities for its accuracy or completeness and/or consistency or for any loss or damage whatsoever and howsoever suffered or incurred by any party. With the use or access to the information provided, Subscriber or any party irrevocably and unconditionally accepts and agrees to be bound by this disclaimer.
- 7.4. HKBN and Group Companies do not warrant the quality or availability of any of the Mobile Services either in whole or in part, and HKBN and Group Companies accept no responsibility for any delay, suspension, failure, cessation or cancellation of any or all of the Mobile Services or any loss, damages or compensation suffered by the Subscriber.

- 7.5. HKBN and Group Companies do not guarantee the quality of the NFC Services and any other goods, services or mobile application provided by third party provider. Any disputes or complaints in connection with NFC Services and such other goods, services or mobile application must be directed to the third party provider. HKBN and Group Companies will not be liable for any matters arising from or in connection with the NFC Services and such other goods, services and mobile application and/or any loss and expenses incurred or suffered by the Subscriber or any other persons due to unauthorized use of the NFC Services or any loss of the SIM Card for use of the NFC Services. HKBN and Group Companies exclude all loss, damage, cost, expense, liability and penalty arising out of the NFC Services and such other goods and services and mobile application.
- 7.6. To the extent permitted by law, HKBN, Group Companies and any third party provider of the Mobile 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 Mobile Device; ii) any claim relating to the Mobile Device supplied, provided, sold or made available by or through the Mobile Services (or any failure or delay to so supply, provide, sell or make available).

8. General Provision

- 8.1. Subscriber shall not assign, transfer, convey, license or otherwise dispose of the service number which has been assigned or allocated by HKBN and/or Group Companies to Subscriber for the use of the Mobile Services.
- 8.2. Any notice or consent to be given by HKBN and/or Group Companies to the Subscriber may be given by HKBN and/or Group Companies either personally to Subscriber or by post, facsimile to the address specified in the Agreement or any address as notified by Subscriber or by electronic means addressed to Subscriber. Such notice or consent shall be deemed to have been received by Subscriber immediately if transmitted by facsimile or electronic means or when personally delivered and twenty-four (24) hours after despatch if sent by post.
- 8.3. No failure or delay on the part of the parties hereto to exercise any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise by either of the party of any right, power or remedy. The rights, powers and remedies provided herein are cumulative and are not exclusive of any rights, powers or remedies by law.
- 8.4. If any provisions of this Agreement shall be construed to be illegal or invalid, they shall not affect the legality, validity and enforceability of the other provisions of this Agreement. The illegal or invalid provision shall be deleted from this Agreement and no longer incorporated herein but all other provisions of this Agreement shall continue.
- 8.5. HKBN and Group Companies shall not be liable for any loss or damage resulting from delay or failure to perform this Agreement either in whole or in part where such delay or failure shall be due to causes beyond its reasonable control, or which is not occasioned by its fault or negligence, including but not limited to, war, the threat of imminent war, riots or other acts of civil disobedience, insurrection, acts of God, restraints imposed by governments or any other supranational legal

authority or any other industrial or trade disputes, fires, explosions, storms, floods, lightening, earthquakes and other natural calamities

- 8.6. HKBN reserves the right to vary, delete, modify or add to the Conditions from time to time and such variation and/or addition shall become effective when published or displayed or notified to the Subscriber in any manner as HKBN shall think appropriate, irrespective of whether the Subscriber has actual notice or knowledge thereof.
- 8.7. This Agreement embodies the entire understanding between the parties and there are no promises, terms or conditions, oral or written expressed or implied other than those contained herein.
- 8.8. If there is any inconsistency amongst these Conditions, the General Terms and Conditions and the terms and conditions in Application, the following will be the order of priority: the terms and conditions in Application (highest); these Conditions; the General Terms and Conditions.
- 8.9. This Agreement shall be construed in accordance with the laws of Hong Kong Special Administrative Region and the parties shall submit to the exclusive jurisdiction of the courts of Hong Kong Special Administrative Region in the event of dispute.

9. Third Party Rights

- 9.1 Save for the Group Companies, nothing in this Agreement confers or purports to confer on any third party any benefit or rights pursuant to the Contract (Rights of Third Parties) Ordinance (Cap. 623) to enforce any terms and conditions of this Agreement.

10. Mobile Number Portability

- 10.1 Subscriber understands that during the period for the mobile number to be ported from the operator of the mobile network from which the mobile number is being or has been ported to the operator of the mobile network which has gained the ported number, Subscriber will not be able to use the mobile number, including without limitation to dialing and receiving calls.
- 10.2 Subscriber confirms and declares that all information provided in the porting application by him/her are accurate and correct, and Subscriber shall be wholly liable for and shall fully indemnify HKBN and Group Companies against any costs, claims, demands, liabilities and expenses resulting from his/her breach of this clause.
- 10.3 If Subscriber terminates the Mobile Services as a result of the failure of the existing number to be ported to HKBN (except if it is caused by the default of HKBN), all payments already made by Subscriber shall not be transferable or refundable. Subscriber shall also pay HKBN and/or Group Companies the Cancellation Charge as liquidated damages and all offers will be terminated immediately.
- 10.4 Without limiting the exclusions or limitations of liability herein, HKBN and Group Companies shall not be liable to the Subscriber nor to any third party for any loss or damages whatsoever arising out of or in connection with the Mobile Services and/or number porting whether in contract, tort and/or otherwise and including direct and/or indirect loss incurred by the Subscriber or any third

party. For avoidance of doubt, HKBN and Group Companies shall not be liable to the Subscriber nor to any third party for any loss or damages whatsoever arising out of or in connection with any delay or failure of the number porting.

- 10.5 Subscriber confirms and declare that all change ownership form in relation to transfer of telephone number to Subscriber and other similar forms together with all relevant documents and information submitted and/or provided to HKBN and/or Group Companies are true, duly signed by the transferor (if applicable) and accurate, and Subscriber shall be wholly liable for and shall fully indemnify HKBN and Group Companies for any liability, losses, damages, costs or expenses whatsoever suffered, sustained or incurred by HKBN and/or Group Companies arising from (directly or indirectly) or incidental to (i) Subscriber's breach of this Clause and/or (ii) such change of ownership.

11. Verification

- 11.1 Subscriber shall on the request of HKBN and/or Group Companies provide all necessary documents which would verify the truth or correctness of the information furnished by Subscriber to HKBN and/or Group Companies. HKBN and Group Companies reserve the right not to provide the Mobile Services until HKBN and/or Group Companies has established the truth or correctness of the information from the documents furnished by Subscriber.
- 11.2 Individual Subscriber must be over the age of eighteen (18) to enter this Agreement.

12. Use of Subscriber Information

HKBN and Group Companies are hereby authorized, in relation to any information they have relating to Subscriber or the authorized user under Subscriber's account, to use and/or disclose such information for the purpose of HKBN and/or Group Companies performing its obligation or enforcing its rights under this Agreement or any other purpose reasonably incidental thereto or in contemplation thereof.

13. Advertisement and Dealings with Advertisers

- 13.1 Subscriber understands and agrees that the Mobile Services may include advertisements.
- 13.2 Neither HKBN nor Group Companies is not a party to and is not otherwise involved in any manner in any correspondence or business dealings with, or participation in promotion of, advertisers found on or through the Mobile Services, including payment and delivery of goods or services and any other terms, conditions, warranties or representations associated with such dealings which are solely between the Subscriber and such advertiser. Subscriber agrees that HKBN shall not be responsible or liable for any loss or damage whatsoever incurred as a result of any such dealings or as the result of the presence of such advertisers on the Mobile Services.