

**Special Terms and Conditions for My HKBN App Online Promotion Package**

**1. Definitions and Agreement**

- 1.1. These Terms and Conditions ("T&Cs") govern the provision of the My HKBN App Online Promotion Package service ("Service") by HKBN Enterprise Solutions Limited ("HKBNES") to the customer ("Customer").
- 1.2. By using the Service, the Customer agrees to be bound by HKBNES's General Terms and Conditions (<https://www.hkbnes.com/web/terms-conditions/>); and these Special Terms and Conditions. In the event of inconsistencies between HKBNES's General Terms and Conditions and these Special Terms and Conditions, these Special Terms and Conditions shall prevail.

**2. Services**

- 2.1. The Service enables the delivery of push notifications, message center communications, and/or coupons to users of the My HKBN App ("App Users") who have consented to receive the following categories of marketing materials: telecommunications, consumer products and services, shopping, dining, living, leisure, entertainment, recreation, financial services, investment, banking, credit cards, transportation, travel, education, and non-profit services including solicitation of donations by charitable organizations. HKBNES reserves the sole discretion to determine whether to provide any Services including but not limited to selection of marketing recipients and content, without liability to the Customer.
- 2.2. The Customer may select one of the following Plans ("Plan"):

<b>My HKBN App Online Promotion Package - Plan A (J-24)</b>
Target App Users: 40000, randomized subset.
One-off delivery of push notification to Target App Users.
One-off delivery of message to Target App Users. The message will be stored in message centre for 1 month.
3-Months Tier 2 offer listing in My HKBN App to Target App Users.
Segmentation Service could be provided.

<b>My HKBN App Online Promotion Package - Plan B (J-25)</b>
Target App Users: 70000, randomized subset.
One-off delivery of push notification to Target App Users.
One-off delivery of message to Target App Users. The message will be stored in message centre for 1 month.
3-Months Tier 2 offer listing in My HKBN App to Target App Users.
Segmentation Service could be provided.

<b>My HKBN App Online Promotion Package - Plan C (J-26)</b>
Target App Users: 100000, randomized subset.
One-off delivery of push notification to Target App Users.
One-off delivery of message to Target App Users. The message will be stored in message centre for 1 month.
3-Months Tier 2 offer listing in My HKBN App to Target App Users.
Segmentation Service could be provided.

Remarks: Tier 2 offer listing means the offers will be positioned in categories other than “獎賞頻頻 / Infinite Rewards” in my HKBN App Promo Wallet.

- 2.3. The Customer acknowledges that My HKBN App is operated by Hong Kong Broadband Network Limited ("HKBN") and consents to HKBNES engaging third parties, including but not limited to HKBN to provide all or part of the Service.
- 2.4. HKBNES and HKBN reserve the right to promote, or permit third parties to promote, services or products of a similar or same nature as those of the Customer at any time, including on the Production Date (as defined in clause 5.1 below). Nothing in these terms and conditions shall be construed as granting the Customer any exclusive rights to promote in My HKBN App.
- 2.5. The Customer acknowledges that under no circumstances will HKBNES nor HKBN provide the Customer with access to App User's personal data.
- 2.6. HKBNES and/or HKBN shall not be liable for any sales performance of the Customer products and/or services.

### **3. Intellectual Property**

- 3.1. Pre-existing Rights: Each party retains ownership of its pre-existing intellectual property, including patents, trademarks, copyrights, trade secrets, and other proprietary rights. Nothing in these Terms and Conditions transfers ownership of such pre-existing intellectual property.
- 3.2. Customer Ownership: The Customer retains ownership of the content or materials provided to HKBNES ("Customer Content"), subject to HKBNES's right to disclose, transfer or modify such content for the purpose of providing the Service according to these Terms and Conditions.
- 3.3. License Grant: The Customer grants HKBNES, HKBN, and their authorized third parties a non-exclusive, royalty-free license to use, modify, and distribute Customer Content and the name(s), trademark(s), logo(s) of Customer to the extent necessary for provision of Services.

### **4. Charges and Payment**

This Service is charged on a one-off basis by HKBNES and prepayment is required in advance. The charges already paid by Customer are non-refundable under any circumstances. This Service cannot be sold and/or redeemed for cash or other products. If prepayment is not received by HKBNES within 1 month after Order Confirmation Form is signed, the order will be treated as cancelled and will not be proceeded.

### **5. Customer Content**

- 5.1. Submission: The scheduled delivery date ("Production Date") shall be booked at least twenty-one (21) working days in advance by the Customer on a first-come, first served basis. Since the slot availability is limited, HKBNES reserves the rights to amend and adjust the Production Date at it deems appropriate. The Customer must submit draft Customer Content (including content and associated terms) at least fourteen (14) working days before the Production Date.
- 5.2. Review and Modifications:
  - (a) HKBNES and/or HKBN will collaborate with the Customer for up to two (2) revisions one (1) week before Production Date. Additional revisions or late submissions may delay the Production Date.
  - (b) HKBNES and/or HKBN reserves the right at any time to approve, modify, reject Customer Content or remove such from My HKBN App to ensure compliance with applicable laws and regulations, mobile application, operational and/or internal guidelines as it deems appropriate.

- 5.3. Content Standards: All working materials (including but not limited to AI / PSD / TEXT file) must be provided by the Customer. Minimum design adaptation will be supported by HKBNES and/or HKBN. The Customer Content shall not contain anything that is misleading, deceiving, obscene, offensive or defamatory against any person, illegal, unlawful, vulgar or immoral. The Customer warrants that all Customer Content and its name(s), trademark(s), logo(s), design(s), graphic(s) are true, complete, up-to-date and accurate in all material respects at the time of the supply to HKBNES and/or HKBN, and the use of them by HKBNES and/or HKBN will not infringe, misappropriate, or violate any third-party intellectual property rights, privacy rights, or other legal rights. HKBN and HKBNES reserve rights to amend all or any part of the Customer Content to make sure all promotion materials are aligned with HKBNES and HKBN internal brand and operational guideline.
- 5.4. Report: One-off summary report will be provided by HKBNES within fourteen (14) working days after Production Date.
- 5.5. Enquiry: HKBNES and/or HKBN is only responsible for enquiries with respect to My HKBN App. The Customer shall take full responsibilities to handle the enquiries relating to the Customer Content.

## **6. Liability and Indemnity**

- 6.1. HKBNES and HKBN Liability Exclusion: HKBNES and HKBN shall not be liable for losses arising from:
  - (a) the Customer's failure to provide compliant Customer Content;
  - (b) Inaccurate or unlawful data provided by the Customer; or
  - (c) App Users' responses to Customer Content.
- 6.2. Customer shall be liable for all claims, disputes and liabilities arising out of, or in connection with the Customer Content, the services and products offered or provided by the Customer.
- 6.3. In no event shall HKBN or HKBNES be liable for any indirect, punitive, consequential or special damages, loss of business, goodwill, anticipated savings, revenue or profits; and/or loss or corruption or destruction of data, whether or not such loss or damage were within contemplation. HKBN's and HKBNES's total liability shall not exceed the fees paid by the Customer for the Service.
- 6.4. Customer Indemnity: The Customer shall indemnify, defend, and hold harmless HKBNES, HKBN, and their affiliates from and against any and all claims, fines, or damages arising from or in connection with: (a) the Customer's breach of these Terms and Conditions; (b) non-compliance with applicable laws; and (c) any allegation that the Customer Content infringes, misappropriates or violates any patent, copyright, trademark, trade secret or other intellectual property rights of a third party.

## **7. Amendments and Termination**

HKBNES reserves the right to change or terminate this Service and amend all related terms and conditions at any time without prior notice. In case of any dispute, the decision of HKBNES shall be final and conclusive.