

HKBN ENTERPRISE SOLUTIONS HK LIMITED GENERAL TERMS AND CONDITIONS OF SERVICE UNDER SERVICES-BASED OPERATOR LICENCE

1 Application

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

2 Definitions and Interpretation

2.1 Unless the context says otherwise:

"Application" means a request for Services made by the Subscriber which may be oral or written by completing a relevant service order form.

"CA" means the Communications Authority established by section 3 of the Communications Authority Ordinance (Cap.616) or its successor.

"Commitment Period" means the minimum subscription period applicable to the Service(s) selected.

"Conditions" means the terms and conditions in this document namely clauses 1 to 16 (both inclusive).

"Contract" means the agreement between the Subscriber and the Company for the provision of Services comprising these Conditions, the Tariff, the Application and any policies or user guides issued and revised by the Company from time to time.

"Directory Number" means the telephone number assigned to the Subscriber.

"Equipment" means equipment (including software relating thereto) which is provided by the Company for the provision of a Service to the Subscriber and which is installed at the Subscriber's premises, excluding the Subscriber's equipment or third party equipment.

"Hong Kong" has the meaning ascribed to that term in the Interpretation and General Clauses Ordinance (Cap.1).

"Network" means the telecommunications network used by the Company for the provision of the Service(s).

"Ordinance" means the Telecommunications Ordinance (Cap.106) and includes any replacement of or amendment to it.

"PIN" means a Personal Identification Number.

"Service(s)" means any telecommunications services offered by the Company to the Subscriber.

"Special Conditions" means the special terms and conditions (if any) set out in the Tariff or the Application which are applicable to the Services.

"Subscriber" means any person, firm or entity (a) which has registered for a Service; (b) which has used the Service, but has not registered for that Service; or (c) as stated in the Application.

"Tariff" in respect of a Service means the description of the Service, the charges and any Special Conditions relating to the Service as published and amended from time to time.

"the Company" means HKBN Enterprise Solutions HK Limited (formerly known as WTT HK Limited) and includes any of its successors, transferees, assignees or agents.

"Website" means www.cabletv.com.hk.

2.2 Unless the context says otherwise:

(a) Capitalised terms not defined herein will have the meanings ascribed to them in the Ordinance.

(b) A reference to a clause is a reference to a clause of these Conditions.

(c) Where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

(d) The singular includes the plural and conversely.

(e) Headings to clauses are used for convenience of reference only and do not form a part of the clauses.

(f) If there is a conflict between the Conditions and the Tariff (excluding the Special Conditions) the Conditions will prevail to the extent of the conflict. If there is a conflict between the Conditions and the Special Conditions then the Special Conditions will prevail to the extent of the conflict.

(g) Any correspondence which is required to be given in writing can be given by prepaid post or facsimile transmission.

(h) All charges in the Tariff and the Application are in Hong Kong dollars.

(i) A reference to a "day" refers to a calendar day.

3 Provision of Service

3.1 The Service is only applicable to Subscribers who reside in the coverage area. Accordingly, the Company may not be able to provide the Service in some cases and those applications may not be further processed.

3.2 Where the Company has accepted an Application from the Subscriber, the Company will provide the Services subject to the terms of the Contract.

3.3 The Company will endeavour to provide the Services subscribed by the Subscriber within a reasonable time or a time agreed with the Subscriber.

3.4 The Company does not guarantee continuous provision of or fault free Service. In the event of a fault arising in the operation of the Service, the Subscriber shall immediately notify the Company. The Company will determine the appropriate methods for providing the Service and the route along which a Service is delivered to the Subscriber. The Company will resume the Service as soon as practicable. The Company may change the method and delivery route from time to time without informing the Subscriber.

3.5 The Subscriber understands that the Service cannot run properly in case of power failure, hence it is not suitable for connection to Personal Emergency Link Service or for users relying on Personal Emergency Link Service.

3.6 If the Subscriber uses the Service at an address different from the installation address registered with the Company without first notifying the Company, the Company will not be able to provide the caller's correct location to the Hong Kong Police Force or other relevant departments in emergency situation.

3.7 The provision of a Service to the Subscriber is subject to the Subscriber providing such information as may be reasonably requested by the Company and which meets the Company's credit policy requirements.

3.8 The Company will repair faults that occur due to normal wear and tear on a date agreed with the Subscriber unless otherwise provided, or if the Subscriber has entered into an alternative maintenance arrangement with the Company. In some cases a temporary repair may be performed to enable the Subscriber to use the Service before permanent repair is effected.

4 Use of Service

4.1 The Subscriber shall use the Service in accordance with the terms and conditions of the Contract.

4.2 Subject to the Contract, the Subscriber may allow any person to use the Service provided that the Subscriber will remain liable to the Company for all charges incurred thereby and for any and all liabilities or obligations arising under the Contract. The Subscriber shall be liable for all charges incurred through the use of the Service whether such charges were incurred with or without the consent of the Subscriber.

4.3 If the Subscriber vacates the premises at which the Service is provided without cancelling the Service, the Subscriber will be liable for any charges outstanding in respect of the use of the Service and any charges incurred in respect of the Service by any person who commences occupation of the premises or remains in occupation after the Subscriber has vacated the premises, or by any other person whom such person permits to use the Service.

4.4 The Subscriber must not use or permit another person to use the Service:

- (a) in connection with, or in, the commission of an offence against the laws of Hong Kong;
- (b) for the purposes of resale or sublease of the Service, unless otherwise agreed by the Company in writing;
- (c) which infringes any rights (including intellectual property rights) of any third party;
- (d) for the purpose of sending unsolicited advertising material or message;
- (e) which interferes with, impedes or impairs the use or operation of, or do anything likely to interfere with, impede or impair the use or operation of the Service; or
- (f) for purposes not authorised by the Company.

4.5 The Subscriber must:

- (a) comply with any written notice from the Company in relation to the modifications of any apparatus, or other action to be taken, to eliminate the interference, impedance or impairment or the likelihood of the interference, impedance or impairment;
- (b) permit or obtain the necessary permission to enable the Company's employees or agents to enter any premises to inspect any apparatus, including machinery, engines, meters, lamps, transformers or fittings ("apparatus"), which is, or may be, causing or likely to cause, any interference or damage to the Network; and
- (c) provide the Company with prior and sufficient advance notice in the case where the Subscriber uses or intends to use the Service at any time for the purpose of receiving or delivering relatively high volume of telecommunication call traffic, or otherwise in order to eliminate the interference, impedance or impairment or the likelihood of interference, impedance or impairment to the Service or the Network.

4.6 If non-effective calls to the Service are caused by or due to the Subscriber's usage behaviour, and such non-effective calls are interfering with the efficiency or integrity of the Network, the Company may require the Subscriber to take such action as required by the Company and if the Subscriber does not comply with the requirement, the Company may discontinue the provision of the Service to the Subscriber without further notice to the Subscriber.

4.7 The Subscriber shall indemnify and hold the Company, its employees and agents against all claims or any losses or damages which the Company suffers or incurs as a

result of:

- (a) any acts or omissions of the Subscriber or any third party;
- (b) any claims by any person relating to the supply of the Service or its use by the Subscriber or any other person or any delay or failure to provide the Service;
- (c) a breach by the Subscriber of the Contract;
- (d) any unauthorised activity by the Subscriber or any third party to whom a Service is provided;
- (e) any claims by any person or liability of the Company under any applicable law in relation to the supply of the Service including any claims for infringement of any intellectual property rights or any claims arising out of or relating to the use of the Service to carry material of obscene, indecent or defamatory nature; and
- (f) the Company's access to the premises in relation to the supply of the Service, other than to the extent that the losses or damages are contributed by the Company.

5 Numbers

5.1 The Subscriber will be assigned a new Directory Number upon successful installation for immediate use of Service and a value added service will be provided to facilitate port-in of the Subscriber's existing Directory Number. The Subscriber should note that in some cases number porting might be delayed or not successful and the Company will not be liable to the Subscriber for any delay or failure of number porting.

5.2 The Company may assign a Directory Number and/or PIN to the Subscriber and may withdraw or vary the numbers so assigned at any time. Upon termination or cancellation of the Service and unless otherwise determined by the Company, the Directory Number assigned to the Subscriber in connection with the Service shall automatically be relinquished and the Company may reassign such number.

5.3 The Subscriber is responsible for the security of any unpublished Directory Number and PIN. The Company will not be liable for any loss or damage sustained by the Subscriber by reason of any disclosure of an unpublished Directory Number and PIN.

5.4 The Subscriber acknowledges that Directory Numbers are governed by numbering plans and guidelines issued by the CA and that the Subscriber has no title, goodwill or interest in any Directory Number.

5.5 The Subscriber acknowledges that the Company may impose a subscriber number fee or any other related or similar fees in addition to the charges for the Service.

6 Access to Premises

The Subscriber must allow or obtain the required permission to enable the Company's employees or agents to enter at all reasonable times into the premises where the Service will be provided to inspect, test, install, maintain, replace and remove the Service or Equipment prior to, during and after the provision of the Service, as well as to inspect any other equipment used in or in connection with the Service. The Subscriber will provide safe access to the premises and safe conditions for the Company's employees or agents whilst in the premises.

7 Equipment

7.1 The Company will endeavour to deliver and install

such Equipment as has been agreed with the Subscriber to the agreed installation site on the date determined by the Company or agreed with the Subscriber. The title to the Equipment delivered and/or installed shall remain with the Company and the risk of loss or damage shall be borne by the Subscriber.

7.2 The Subscriber must:

- (a) provide a suitable place for the Equipment to be installed;
- (b) provide proper and adequate lighting, air-conditioning, fire protection, approved power supply, approved wiring and any other special requirements as informed by the Company;
- (c) obtain any consents required for the installation and connection of the Equipment;
- (d) provide safe conditions for the installation of the Equipment;
- (e) not misuse the Equipment and will follow the Company's directions as well as any directions from the manufacturer regarding the use of the Equipment;
- (f) leave the Equipment where it was installed and never interfere with the Equipment or any identifying marks or numbers on it unless authorised in writing by the Company;
- (g) protect the Equipment from radio or electrical interference, abnormal environmental conditions and any other risks; and
- (h) not use or allow others to use the Equipment for any purpose other than that for which the Equipment was provided.

7.3 (a) The Subscriber acknowledges and agrees that any equipment which the Subscriber intends to connect to the Network must:

- (i) be approved by the Company in writing prior to any connection, and
 - (ii) comply with the technical standards as advised by the Company from time to time.
- (b) At the time of Application the Subscriber must provide all details regarding the equipment which it intends to connect to the Network. The Company may reject the Application if the required information is not provided or in the Company's reasonable view, the equipment does not comply with the Company's technical standards.
- (c) The Company may at any time disconnect the Subscriber's equipment connected to the Network if:
- (i) the equipment so connected is different from the details provided by the Subscriber;
 - (ii) there is any malfunction of the equipment; or
 - (iii) the Service to the Subscriber is terminated or discontinued for whatever reason.
- (d) The Subscriber shall indemnify and save the Company harmless against any claims or actions (including action for infringement of any intellectual property rights of third parties) that may be brought against the Company as a result of any acts or omissions of the Subscriber in connection with the use of the Service.

7.4 The Subscriber acknowledges and agrees that for the sale and rental of Equipment:

- (a) Equipment is for the sole use of the Subscriber and in connection with the Service. The Equipment is not for resale or for use with other services or products.
- (b) For Equipment sold, the Equipment (excluding consumables) will be warranted to be free from defect in workmanship and material under normal use for 90 days

from the date of purchase ("Warranty"). During the Warranty period, the Company will at its own option and cost replace and repair the Equipment or any parts of the Equipment except replacements and repairs caused by any of the events set out in paragraph (d).

(c) For Equipment on rental, during the rental period, the Company will at its own option and cost replace and repair the Equipment or any parts of the Equipment except replacements and repairs caused by any of the events set out in paragraph (d).

(d) The Company shall not have any obligations to replace or repair the Equipment caused by: accident, negligence or improper use of the Equipment or any part of the Equipment; modification, repair or alteration made to the Equipment by persons not authorised by the Company; removal or relocation of Equipment without the approval of the Company; or non compliance of the environmental conditions for the installation of the Equipment.

(e) The Company shall have the right to terminate the rental or applicable Warranty if:

- (i) any alteration, modification or repair is made to the Equipment without the authorisation of the Company;
- (ii) any parts not approved by the Company have been used in connection with the Equipment;
- (iii) the serial number on the Equipment has been removed, defaced or altered; or
- (iv) the Equipment is re-sold or transferred by the Subscriber without the written approval of the Company.

(f) The Company shall be entitled to charge the Subscriber repair or replacement cost and other testing or handling charges in respect of the Equipment or any part of the Equipment not covered by the Warranty.

(g) Risk of loss or damage to the Equipment shall pass to the Subscriber on installation. In the case of sale of Equipment, title in the said Equipment shall not pass until full payment of the purchase price is received by the Company. Title shall not pass in the case of Equipment on rental.

(h) The Subscriber shall provide suitable environment as instructed by the Company for installation of the Equipment.

(i) On termination of the rental or expiration of the rental period the Subscriber shall permit the Company to access the premises where the Equipment is installed to remove the Equipment.

(j) Subject to clause 12.2, on expiration of the initial rental period, the rental of the Equipment shall continue on a monthly basis until otherwise terminated by either party by giving to the other no less than 30 days written notice or otherwise extended.

8 Charges for Service and Payments

8.1 A confirmation letter setting out the details and charges of the Service Plan will be sent via email or post to Subscriber within 7 working days. Subscriber should call the Customer Service Hotline of the Company within 7 working days after receipt of the confirmation letter for any enquiry on the details and terms of the Service Plan.

8.2 If Subscriber chooses a different billing cycle date from service commencement date and/or last date of the Commitment Period, the Company will charge the Service for the periods between the service commencement date and the first billing cycle date as well as between the expiry of the Commitment Period and the last date of the final billing cycle at the prevailing rate on a pro rata basis.

8.3 The Company will charge fees in accordance with the

Additional Service Charge Table on the Website. The Company may vary the charges at any time and will inform Subscriber of any changes not less than 30 days in advance.

8.4 The Subscriber shall pay the Company the full amount of the charges for Service as specified in the statement from the Company without deduction or set-off. Charges for the Service are exclusive of any applicable taxes, withholdings of any kind, surcharges, duties or other similar charges assessed or imposed by any competent governmental authority on, or in relation to, the Service ("Taxes") or any third party charges. In addition to all other charges and amounts payable under the Contract, the Subscriber shall pay and be solely responsible for any and all Taxes. The Subscriber shall not deduct any Taxes from the charges payable to the Company.

8.5 The fees for Service must be paid in advance.

8.6 Charges payable based on usage will be calculated, except where the Company otherwise determines, by reference to the details of such usage as are recorded by the Company.

8.7 The Subscriber may incur additional service charges when using the Service. For details, please refer to the Additional Service Charge Table on the Website. Where the telecommunications services of a third party is accessed using the Service, the Subscriber shall pay the charges relating to the telecommunications services of that third party to the Company on demand.

8.8 Unless otherwise stated by the Company, statements for charges payable will be rendered through electronic means in accordance with the Company's normal billing cycle for the type of Service provided. A hard copy of this statement will be available upon request and payment of the Company's handling charge. Any such charges are due and payable by the Subscriber to the Company by the date or within the time specified in the relevant statement from the Company. Statements for Taxes payable by the Subscriber will be rendered by the Company from time to time upon its receipt of request or notice from the competent governmental authority. Charges for Taxes are due and payable by the Subscriber either to the Company or directly to the relevant governmental authority (as specified by the Company in the relevant statement) by the date or within the time specified in the relevant statement from the Company. The Subscriber shall be solely responsible for any late payment interest or penalty charges imposed by the relevant governmental authority in the event that it fails to make payment on or before the payment due date as specified in the relevant statement.

8.9 If the Subscriber has paid an amount of charges in advance and that the amount is less than the amount of charges payable for that period (including the effect of variation to charges during a period), the Subscriber shall pay to the Company the difference between the amount paid in advance and the amount of charges so payable.

8.10 Notwithstanding the foregoing the Company may at any time issue an interim statement for charges due at the date of issue requiring payment of those charges immediately or within a specified period, and on issue of

such an interim statement or demand, those charges are so due and payable by the Subscriber to the Company.

8.11 Payment by cheque will be deemed to be unpaid until the cheque has been cleared and the Subscriber will be liable to the Company for any bank fees incurred by the Company relating to a dishonoured cheque.

8.12 Where any amount due by the Subscriber to the Company in respect of charges payable remains unpaid on the date on which it is due, without prejudicing any other remedies available to the Company, all charges incurred under the Subscriber's account(s) with the Company shall become due immediately and payable by the Subscriber on demand and the Company shall have the right to suspend all other Services subscribed under the Subscriber's account(s). The Company may charge interest at 2% per month on any outstanding charges.

8.13 The Subscriber will continue to be responsible for all charges incurred between the time of suspension or request for cancellation of a Service and the actual cancellation of the Service.

8.14 Where the total charges payable in any account rendered do not amount to a multiple of 5 cents, the total charges may be rounded down to the nearest 5 cent multiple. The Subscriber will not be liable for the difference between the total charges and the total charges which have been rounded down, which difference will be withdrawn.

8.15 If there is any dispute relating to the charges for Service, the records of the Company will be conclusive evidence of the charges payable by the Subscriber. The Subscriber must raise any dispute with the Company within 21 days of receipt of the statement.

8.16 The Subscriber shall pay for all charges for Service incurred prior to the date of disconnection or suspension of Service on or before the payment due date set out in the relevant statement of account from the Company.

8.17 Unless otherwise agreed between the Subscriber and the Company, the Company will provide consolidated account for all Services provided by the Company and charges under consolidated account will be collected by the Company using one of the payment methods chosen by the Subscriber.

8.18 Any promotional benefits offered for the Service is non-transferable and non-redeemable for cash.

9 Security for Payment of Charges

9.1 At any time the Company may require the Subscriber: (a) to provide a security deposit for charges incurred or will be incurred in relation to the Service; or (b) to pay in advance the whole or part of the charges which will be or may be estimated to be incurred in relation to the Service.

9.2 The receipt by the Company of such a security or advance payment will in no way relieve the Subscriber from compliance with the Contract as to payment of periodical charges in advance, nor constitute a waiver or modification of the terms and conditions of the Contract for the suspension or cancellation of a Service for

non-payment of any charges.

9.3 If the Subscriber has provided security or paid charges in advance, the Subscriber is entitled on cancellation or termination of the Service to the release or refund of any security or any advance not required to cover charges outstanding at the time of cancellation or termination.

9.4 Security or advance payment made by the Subscriber is not risk free. In the unlikely event that the Company goes into liquidation, there is no guarantee that the Subscriber will receive the security or advance payment back. The Subscriber's rights to get refund of the security or advance payment will be subject to the relevant laws and regulations governing liquidation of companies in Hong Kong.

10 Cancellation, Change or Deferment of Application

The Subscriber may cancel, change or defer the Application by notice to the Company. The notice will be in writing or the Subscriber may call the Company's Customer Services Hotline. Where the Subscriber cancels, changes or defers an Application, the Subscriber shall pay to the Company a cancellation fee (if any) specified in the Application and/or the Tariff and such amount for any work done, any expenses incurred and loss or damage sustained by the Company as a result of the cancellation, change or deferment.

11 Suspension or Withdrawal of Service

The Company may suspend or restrict a Service at any time without notice for any period as it sees fit without being liable to the Subscriber or any third party for any loss or damage whatsoever resulting from or in connection with the suspension or restriction of the Service:

- (a) in an emergency or whenever the Company considers it necessary in order to safeguard provision of Service;
- (b) while payment of charges for the Service is overdue;
- (c) if the Company is unable to locate the Subscriber at the address notified by the Subscriber and has reason to believe that the Subscriber is no longer residing at that address;
- (d) if in the reasonable opinion of the Company there is, has been or may be unauthorised or fraudulent use of the Service;
- (e) if the Subscriber becomes bankrupt or insolvent or enters into a scheme of arrangement or composition with the Subscriber's creditors or, being a company, is placed in receivership or under official management or has a provisional liquidator appointed;
- (f) if the Subscriber is in material breach of the Contract;
- (g) if in the reasonable opinion of the Company the use of the Service or Equipment by the Subscriber is causing or may potentially cause damage or any interference to the Network or Equipment or inconvenience to other subscribers of the Company;
- (h) to carry out routine maintenance to the Network;
- (i) if the Subscriber has incurred charges for the Service which has exceeded the credit limit allowable by the Company irrespective of whether such credit limit has been communicated to the Subscriber; or
- (j) to comply with a direction or request of the CA or other competent government authority.

12 Termination of Service

12.1 The Company may terminate the provision of a

Service to the Subscriber without necessarily informing the Subscriber:

- (a) following the removal of such Service from its Tariff;
- (b) if the Subscriber vacates the premises in which an Equipment is located and does not request cancellation of the Service at that time;
- (c) if the Subscriber becomes bankrupt or insolvent or enters into a scheme of arrangement or composition with the Subscriber's creditors or, being a company, is placed in receivership or under official management or has a provisional liquidator appointed;
- (d) if the Subscriber being a natural person dies;
- (e) if, whether or not the Service has already been suspended under clause 11, payment of an account, or provision of security for the Service is overdue;
- (f) if the Company is refused entry or for any other reason is unable to enter any premises to install, inspect, repair or change the Equipment or other equipment used in connection with the Service;
- (g) if the Company has given written notice to the Subscriber that there is a fault in the operation of the Service which is caused by a defect in facility which is provided by the Subscriber and which the Company has not contracted to maintain and the defect is not corrected by the Subscriber after expiration of the time specified in the Company's notice;
- (h) in accordance with clause 4.6; or
- (i) if the Subscriber is in material breach of the Contract.

12.2 (a) If at any time Subscriber wishes to change the registered address for the Service, the Subscriber must give the Company not less than 30 days' prior notice in writing before such change can be effective. A Relocation Fee will be separately charged (please refer to the Additional Service Charge Table on the Website).

(b) If during the Commitment Period the Subscriber changes the registered address for any one of the Services, to a place where the Network is not available, the Subscriber must give the Company not less than 30 days' prior notice in writing of either of the following options to apply for the remaining Commitment Period after the expiry of the 30-day notice period:

- i) Continue using the Service at the existing registered address; or
- ii) Terminate the Contract: The Company will debit the account an installation fee (please refer to the Additional Service Charge Table on the Website) and the full value of any upfront gifts (if applicable) as an offset to the cost.

12.3 Where provision of a Service has been terminated under clause 12.1 or 12.2:

(a) the reconnection of the Service will be subject to the relevant connection charge specified in the Tariff; and

(b) the Company may recover against the Subscriber in any court of competent jurisdiction any charges due and payable by the Subscriber which remains unpaid following the due date for payment. Without limiting the foregoing the Subscriber will be liable for all legal costs (including solicitor and client costs) and all other reasonable expenses incurred in recovering any or all of the charges due and payable to the Company.

12.4 Notwithstanding the foregoing the Company may terminate the provision of the Service to the Subscriber with not less than 30 days written notice without any liability to the Subscriber.

12.5 Without prejudice to other rights and remedies of the Company, the Subscriber shall be liable for the full payment of all fees for the Service and where applicable the rental for the Equipment for the Commitment Period notwithstanding any termination of the Service before the expiry of the Commitment Period by:-

- (a) the Subscriber for any reasons; or
- (b) the Company on the ground of the Subscriber's breach of the Contract.

13 Subscriber Information

13.1 The Company may use and/or disclose the information (including personal information) from the Subscriber ("Data") for the purpose of: (a) provisioning Service to the Subscriber and enforcing the Company's rights in connection with the provisioning of Service to the Subscriber; (b) the publication of any directory listing (unless the Subscriber has opted to be unlisted); (c) credit checks; (d) debt collection; (e) market research; (f) prevention or detection of crime; (g) disclosure as required by law or a government authority; (h) provisioning of emergency services; and (i) any other purposes as may be agreed between a Subscriber and the Company. Further, the Company may disclose the Subscriber's Data to its suppliers/contractors/agents/other network operators in connection with any of the purposes referred to in the foregoing. In these circumstances these third parties can make no use of the Subscriber's Data other than for the purpose for which it was provided.

13.2 Subject to the Subscriber's consent, the Company may use the Data for direct marketing purpose, i.e. providing information about telecommunications, television products, services and promotion, joint marketing offers, products and services, which may include computers and peripherals, printed matters, computer software and games, toys, sporting equipment, travel, banking, entertainment, transportation, household, apparel, food and beverages, insurance, education, health and wellness, social network, media, cosmetic and beauty, luxurious products, vouchers, coupons and gifts. The Subscriber may request the Company to cease to use the Data in direct marketing by notifying the Customer Services Department of the Company, Unit 825-876, 8th Floor, KITEC, 1 Trademart Drive, Kowloon Bay, Kowloon, Hong Kong, quoting Subscriber's account number.

13.3 If necessary, the Company may transfer the Data to places outside Hong Kong for carrying out the purposes, or the directly related purposes specified above, for which the Data were collected. Where such a transfer is performed, it will be done in compliance with the prevailing requirements of the Personal Data (Privacy) Ordinance, Cap 486 of the laws of Hong Kong.

13.4 The Subscriber is entitled to know what Data the Company may have about the Subscriber and to correct any errors by writing to the Customer Services Department of the Company, Unit 825-876, 8th Floor, KITEC, 1 Trademart Drive, Kowloon Bay, Kowloon, Hong Kong. The Company may impose a charge for complying with a data access request.

13.5 A copy of the Company's policy on personal data is available by writing to the Company's Customer Services Department or through the Company's home page.

14 Exclusions and Limitation of Liability

14.1 To the extent allowed by law, the liability of the Company whether arising from a breach of contract or negligence on the part of the Company or its employees or agents or contractors or suppliers (including suppliers of the Service or parts of the Service) of the Company will be limited to:

- (a) the supply or resupply of the Service, as the case may be, unless otherwise provided in the Tariff; and
- (b) in the case of personal injury to or death of any person - unlimited.

14.2 Notwithstanding clause 14.1, under no circumstances will the Company, its employees, agents or contractors or suppliers (including suppliers of the Service or parts of the Service) be liable in any way whatsoever to the Subscriber or any other person for any special, indirect or consequential loss or damage, loss of profit, business, revenue, goodwill, use of data or anticipated savings.

14.3 Each limitation or exclusion in this clause 14 is to be construed as a separate limitation or exclusion applying and surviving even if for any reason any of the provisions is held inapplicable in any circumstances.

14.4 The Company will not be liable to the Subscriber or any person claiming through the Subscriber for any defaults caused by an event beyond the reasonable control of the Company.

14.5 Notwithstanding the foregoing the Company will not be responsible to the Subscriber or any person for any repair required for any fault in the Service due to natural disaster; misuse or unauthorised use of the Service by the Subscriber or any third party; the Subscriber's provided equipment; or abnormal environment conditions.

15 General Provisions

15.1 The Contract represents the entire understanding between the Company and the Subscriber relating to the Services and there is no promises, terms, conditions or obligations, oral or written, expressed or implied, other than those contained in the Contract.

15.2 Each of the provisions of the Conditions is severable and distinct from the others and, if one or more of such provisions is or becomes illegal, invalid or unenforceable, the remaining provisions will not be affected in any way.

15.3 The Contract and the transactions contemplated by the Contract are governed by the law in force in Hong Kong and each party submits to the exclusive jurisdiction of the Courts of Hong Kong and courts of appeal from them for determining any disputes concerning the Contract and the transactions contemplated by the Contract.

15.4 A copy of the Conditions and the Tariffs may be inspected at the principal business premises of the Company or provided to the Subscriber on request at a fee.

15.5 Any statements, notices or communication by the Company to the Subscriber shall be sufficiently given to the Subscriber if addressed to the Subscriber at the

address notified to the Company by the Subscriber, by post or facsimile transmission or email and shall be deemed to have been given and received on the day on which such communication ought to have been received in the ordinary course of such transmission or delivery.

15.6 The Subscriber shall not assign or transfer any or all of its rights and obligations under the Contract to any third party. The Company may at any time assign or transfer any or all of its rights and obligations under the Contract to any person without the Subscriber's agreement.

15.7 No delay, neglect or forbearance on the part of the Company in enforcing against the Subscriber any term or condition of the Contract shall either be or be deemed to be a waiver or in any way prejudice any right of the Company under the Contract.

15.8 Cancellation or termination of a Service or the Contract does not operate as a waiver of any breach by a party of any of its provisions and is without prejudice to any rights, liabilities or obligations of any party which have accrued up to the date of termination, including without limitation an obligation to pay any accrued charges.

15.9 These Conditions may be amended from time to time by the Company. Such amendments shall become effective when published, advertised or notified to the Subscriber by such means as the Company thinks fit and shall be binding on the Subscriber if the Subscriber continues to use any of the Services after the effective date thereof. For the most up-to-date version of these Conditions, the Subscriber may access the Website. 30 days' advance notice will be issued to the Subscriber in case the Company wishes to unilaterally vary the Contract to the disadvantage of the Subscriber. If there is any dispute, the decision of the Company shall be final and conclusive.

15.10 These Conditions may be prepared in English and Chinese. Both the English and Chinese versions shall be of equal legal effect.

16 Third Party Rights

The Contracts (Rights of Third Parties) Ordinance (Cap.623) shall not apply to the Contract. For clarity, a person who is not a party to the Contract shall have no right to enforce the Contract.

END