

Service Terms and Conditions

Please carefully read these and conditions ("Terms and Conditions") before using Mobile Service of i-CABLE Telecom Limited. You are indicating that you agree to the following Terms and Conditions and enter into this Agreement with i-CABLE Telecom Limited by using mobile service.

1. This Mobile Service Plan ("Service Plan") of i-CABLE Telecom Limited is only available to new subscribers or existing subscribers of i-CABLE Telecom Limited residing at specific estates. New subscriber ("New Subscriber") refers to subscriber who has not subscribed to or the service installation address has not been installed with any i-CABLE Telecom Limited service within 60 days prior to subscription. Please refer to the General Terms and Conditions of Service for the definition of "Subscriber".
2. Subscriber is bound by the subscription form and the General Terms and Conditions of Service. All other prior agreements, representations and statements made between the parties, whether written or oral, with respect to the subscription of the Services are excluded. For clarity only those terms as pre-printed on the subscription form are valid and binding.
3. Subscriber must commit to subscribe the Services for the minimum subscription period applicable to the Service Plan(s) selected ("Commitment Period"). Subscriber's entitlement to any promotional benefits is conditional upon and subject to Subscriber's subscription of all the Services included in the Service Plan for the entire Commitment Period.
4. The monthly fees of all i-CABLE Telecom Limited services are calculated on a monthly basis, which is defined as the period from the monthly invoice issue date in any month to the date immediately preceding the same date in the following month ("Bill Month"). Subscriber is required to pay a full Bill Month's service fee even is the service is used for less than a month or if this Agreement shall for whatever reason be terminated before the expiration of the current Bill Month. All fees paid including "Monthly Service Fee" and MTR, Tunnels, Mobile Service License & Administration Fees are non-refundable, non-transferable and non-transmissible. Termination of this Agreement shall be deemed to have taken place in the event of termination of the services and/or the Service Plan and/or the General Contract and/or the switching of the telecommunication service by Subscriber to another operator while retaining the same telephone number.
5. Subscriber who wish to change Service Plan is required to inform i-CABLE Telecom Limited at least two business days before the bill issue date of the current Bill Month (as shown on the front page of the invoice). If Subscriber gives XXXX less than the required two business days' notice, the new service plan will only be effective on the first day of the Bill Month after the following.
6. The promotion benefits are non-transferable and non-redeemable for cash.
7. If Subscriber terminates the Services during the Commitment Period, all Services under the Service Plan will be forthwith terminated and Subscriber shall pay on demand, as liquidated damages, a service termination fee equal to the total service fees for the unexpired Commitment Period. Subscriber of i-CABLE HomeLine Service shall pay on demand, a cancellation fee (please refer to the Additional Service Charge Table at the Website) or the aggregate service fees for the unexpired Commitment Period, whichever is higher. CABLE TV/ i-CABLE further reserves the right to recover from Subscriber all the promotional benefits provided or debit to Subscriber's account the full value of the promotional benefits prior to termination. All fees paid are not refundable nor transferable.
8. Upon expiry of the Commitment Period, i-CABLE Telecom Limited will continue to provide the Services (including value-added service) on a month-to-month basis and the service charge will be announced around 30 days before the expiry of the Commitment Period. If Subscriber wants to terminate the Service, the Subscriber must serve a not less than 30-day written notice (in our prescribed form) for Service termination. Such notice may not be served upon i-CABLE Telecom Limited earlier than the second last month of the Commitment Period (otherwise, we may treat such case as breach of Commitment Period). If accepted, the service termination will take effect upon the expiry of the said 30-day notice period or the Commitment Period, whichever is the later.
9. i-CABLE Telecom Limited reserve its right to vary the charges from time to time.
10. i-CABLE Telecom Limited reserves the right to change the content and terms of the Service Plan without prior notice.
11. In case there is any contradiction or inconsistency between the provisions hereof and those of the General Terms and Conditions stated in the attached, the provisions hereof shall prevail.

THE (GENERAL) CONTRACT FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND PURCHASE OF HANDSET Service Terms and Conditions

i-CABLE Telecom Limited ("i-CABLE") and the Customer agree with each other as follows:

1. Provision of Services

- 1.1 i-CABLE agrees to provide telecommunication services ("Services") to the Customer and the Customer agrees to subscribe the Services in accordance with the terms and conditions herein contained during the term of the Agreement and i-CABLE will:
 - (a) allocate a mobile telephone number to the Customer for the Services in the event that a mobile telephone number cannot be ported from another network to i-CABLE for whatever reasons;
 - (b) grant the Customer the right to use a Subscriber Identity Module Card ("SIM Card"). The title of the SIM Card will at all times remain vested in i-CABLE. The Customer shall surrender the SIM Card to i-CABLE forthwith upon termination of the Agreement or upon i-CABLE's request. In the event that the SIM Card is damaged or lost for whatsoever reason or the Customer fails to surrender the SIM Card to i-CABLE on demand, the Customer shall keep i-CABLE fully indemnified;
 - (c) upon successful application made by the Customer, provide international call dialing service ("IDD Service") to the

Customer subject to the terms and conditions prescribed by the external carriers from time to time in force. The Customer shall abide by such additional terms and conditions in relation to IDD Service promulgated by i-CABLE from time to time. i-CABLE does not warrant the suitability and quality of the IDD Service so provided;

- (d) upon successful application made by the Customer, provide roaming services to the Customer for use of mobile telephone in overseas countries where compatible roaming services are available. The Customer shall abide by such additional terms and conditions in relation to roaming services promulgated by i-CABLE from time to time. i-CABLE do not warrant the suitability and quality of the roaming services so provided;
 - (e) upon successful application made by the Customer, provide such available Value Added Services ("VAS") to the Customer from time to time. The Customer shall abide by such additional terms and conditions in relation to VAS promulgated by i-CABLE from time to time. i-CABLE does not warrant the suitability and quality of such VAS provided.
- 1.2 i-CABLE may from time to time offer and make available to Customer other service(s) than those hereby provided. The charges of the other service(s) provided could be accessed via i-CABLE website www.cabletv.com.hk i-CABLE reserves the right to make the final decision on activating, suspending or canceling such service(s)."
 - 1.3 The Services provided in this Agreement do not support simultaneous voice and data usage.
 - 1.4 i-CABLE reserves the right from time to time to use different network technologies (which include but are not limited to 4G LTE) to provide the Service without prior notice and no consent from the Customer is required in this respect.

2. Deposit

- 2.1 The Customer shall pay to i-CABLE upon execution of the Agreement the stipulated deposit ("Deposit") to secure the due performance and observance of the obligations herein on the part of the Customer. The amount of the Deposit shall be determined by i-CABLE at its sole discretion from time to time. In the event that the Customer subscribes additional services from i-CABLE, i-CABLE shall be entitled to request payment of such additional deposit from the Customer as it thinks fit. For avoidance of doubts, the additional services subscribed shall be treated as the Services and additional deposit paid shall be treated as part of the Deposit.
- 2.2 i-CABLE shall be entitled, without prejudice to any rights or remedies hereunder, to deduct without notice to the Customer, from the Deposit any outstanding amount due to i-CABLE hereunder or under any of the Customer's other accounts for the Services or for any loss or damage incurred or sustained by i-CABLE as a result of any non-compliance or non-performance by the Customer of any terms, conditions or obligations under any agreement for the Services made between i-CABLE and the Customer. After deduction, i-CABLE shall be entitled to request further deposit to be paid by the Customer, failing which i-CABLE shall have the right to forthwith discontinue the provision of any or all of the Services to the Customer and terminate the Agreement forthwith.
- 2.3 After the termination of the Agreement for whatever reasons, the Deposit shall be used to set-off against all outstanding amounts due to i-CABLE. The balance of the Deposit, if any, shall be refunded to the Customer without interest within 90 days after termination of the Agreement. In special cases such as the delay caused by the overseas mobile telecommunications operators, refund of the Deposit may take more than 90 days.
- 2.4 The Customer acknowledges that payment of the Deposit or making any prepayment for the Services is not without risk. i-CABLE hereby gives no warranty that in the case of i-CABLE being liquidated the Customer will be refunded the Deposit or prepayment or any part thereof and that the rights of the Customer to be refunded Deposit or unredeemed prepayment or any part thereof will be governed by the relevant laws and regulations of the Hong Kong Special Administrative Region from time to time in force.
- 2.5 Where the Customer has paid the Deposit or made any prepayment in exchange for a free or discounted handset from i-CABLE, it is hereby acknowledged that in the event of i-CABLE being liquidated, the ownership of such handset will be henceforth vested in the Customer as compensation in lieu of refund of the Deposit or unredeemed prepayment from i-CABLE. Notwithstanding the foregoing, if i-CABLE which is in the course of being liquidated is subsequently bought out by another telecommunications service provider and the latter provider assumes all the rights and obligations of i-CABLE under the Agreement, the parties concerned shall continue to abide by the terms and conditions of the Agreement.

3. Charges & Billing

- 3.1 The Customer shall pay all sums of money stipulated on "The (General) Contract for Telecommunications Services" in full upon execution of the Agreement.
- 3.2 The service charges payable by the Customer shall commence on the commencement date of the Services. The Services provided under the Agreement is subject to i-CABLE's prevailing rate of charges and i-CABLE reserves its right to vary the rate of service charges at any time as it thinks fit.
- 3.3 The service charges shall be paid by the Customer monthly in advance, whether demanded or not. Subject to any contrary written provision of i-CABLE, should the service period be less than one month for any reason (including but not limited to the suspension and/or termination of Services caused by outstanding payment), i-CABLE is entitled to charge on a full month basis according to the Services. No refund will be made in any event. The Customer may obtain the details of all service charges payable for the relevant period from the website of i-CABLE where the Customer's invoice(s) will be posted on a monthly basis. i-CABLE reserves the right to send Customer's invoice(s) by post to the Customer in lieu of or in addition to posting the same on the website. For the avoidance of doubt, all invoices, once posted on

i-CABLE's website, shall be deemed delivered to the Customers.

- 3.4 Time is of the essence relating to Customer's payment obligations hereunder. Unless otherwise specified, all invoices (posted in whatever form) shall be due on the date specified therein. The Customer shall settle the service charges on or before the due date stated in the invoice, failing which i-CABLE shall be entitled to levy late charge and/or interest on all overdue services charges from the due date until payment is made in full.
- 3.5 All payments shall be paid in Hong Kong Dollars. Payment by post or by electronic transactions or the like shall be at the risk of the Customer and no receipt will be given. No payment shall be deemed to have been paid until payment is actually received by i-CABLE.
- 3.6 Enquiries or disputes concerning any invoice must be made to i-CABLE on or before the due date stated in the invoice and nothing herein shall relieve the Customer from paying the services charges on or before the due date stated in the invoice. In the event of dispute relating to the service charges, the books and records kept by i-CABLE shall be conclusive evidence of the actual amount due by the Customer to i-CABLE.
- 3.7 The Customer acknowledges and agrees that his/her payment obligations under the Agreement are personal to him/her and all charges arising from the use of the SIM Card or the handset shall be deemed to be the personal liability of the Customer.

4. Limited Warranty

- 4.1 The Customer hereby acknowledges and agrees that the workmanship and material warranty on the handsets and accessory items purchased pursuant to the Agreement shall be provided to the Customer by the manufactures or suppliers thereof ("Manufacturer") upon such terms and conditions as shall be from time to time specified by the Manufacturer provided that :
 - (a) the handset(s) and/or the accessory item(s) is/are purchased from i-CABLE directly, as evidenced by the production of the original of the Agreement to the Manufacturer;
 - (b) the warranty label affixed on the handset has not been defaced, replaced, removed or altered;
 - (c) the failure, malfunction or defect is due to faulty workmanship or material only; and
 - (d) all warranty claims must be lodged within such applicable time limits as shall be prescribed by the Manufacturer from time to time.
- 4.2 For the avoidance of doubt, the limited warranty provided by the Manufacturer under this Clause 4 excludes:
 - (a) replacement of handset and/or accessory items; and
 - (b) defects or damage due to improper/abnormal use or operation, unauthorized repair maintenance adjustment tampering or alteration, the Customer's negligence or default, fair wear and tear and accident of any kind.
- 4.3 For handset and accessory using method, please refer to user manual of related product for details.
- 4.4 The limited warranty service for the handsets and accessory items is subject to the terms and conditions promulgated by the Manufacturer from time to time.
- 4.5 i-CABLE shall not be responsible or liable for any defect in the handsets and/or accessory items or the repair thereof or any costs or expenses (including but not limited to delivery or transportation charges) related thereto. In no case shall i-CABLE owe any duty of care to the Customer in the course of repairing the damaged handset by the Manufacturer nor shall i-CABLE be held liable for any direct or indirect consequences in connection with the repair service so rendered by the Manufacturer.
- 4.6 i-CABLE shall not be held liable for any claim in connection with product liability, which is due to the default, neglect or omission of the Manufacturer. Product liability shall rest with the Manufacturer solely in any event.

5. Customer's Obligations

- 5.1 The Customer shall
 - (a) diligently comply with all the terms and conditions in the Agreement and any additional obligations promulgated by i-CABLE from time to time;
 - (b) and inform i-CABLE immediately in the event of loss of SIM Card for whatsoever reasons, failing which the Customer shall be liable for all charges until such time when i-CABLE received notice from the Customer and the Services are disconnected by i-CABLE.

6. Suspension

- 6.1 In the event that the Customer sends short messaging services ("SMS") or multi-media messaging services ("MMS") which are of obscene, immoral, indecent, deceptive, fraudulent, defamatory, discriminatory, or privacy-intrusive to a recipient or sends SMS/MMS to a recipient without first having obtained prior explicit consent to receive SMS/MMS of promotional nature from him/her using i-CABLE Mobile Service through third party's network ("Unsolicited SMS/MMS"), or sends inter-operator short message services of promotional nature ("IOSMS/IOMMS-Promotional Nature") to a recipient without first having obtained prior explicit consent to receive IOSMS/IOMMS-Promotional Nature from him/her ("Unsolicited IOSMS/IOMMS-Promotional Nature"), i-CABLE shall have the right to without being liable to the Customer and without prior notice stop the delivery of the Unsolicited SMS/MMS or the Unsolicited IOSMS/IOMMS-Promotional Nature (as the case may be) or suspend the SMS/MMS or IOSMS/IOMMS-Promotional Nature subscribed by the Customer as soon as it becomes aware thereof or when i-CABLE receives a complaint from a recipient of an Unsolicited SMS/MMS or Unsolicited IOSMS/IOMMS-Promotional Nature (as the case may be).
- 6.2 i-CABLE is entitled to temporarily suspend any or all of the Services without notice to the Customer upon the occurrence of any of the events as stated in Clauses 8.1(a)-(f) below and/or for the purpose of preventing any improper

use of i-CABLE Mobile Service through third party's network or resources, fraudulent or deceptive acts until i-CABLE is satisfied that the Customer has ceased such acts or the relevant investigation has been completed.

- 6.3 Customer must use the Service in a fair manner. i-CABLE may monitor customer's usage of the Service and is entitled to suspend or terminate the Service (or any part thereof) without prior notice if it believes or suspects that there is any unfair use of the Service. Examples of unfair use of Service include but not limited to:
- (a) Customer's use may cause an adverse impact on network or other i-CABLE customers; or
 - (b) There is any reselling of the Mobile Service without prior express consent of i-CABLE; or
 - (c) Customer uses the Mobile Service for A2P messaging without prior express consent of i-CABLE. For the purposes of the terms and conditions herein, A2P messages include any SMS or MMS originating from any application(s) not authorized by i-CABLE, including but not limited to all SIM box(es), SMS gateway(s) and web application(s) which are intended for the sending of bulk messages.
- 6.4 Unless otherwise specified by i-CABLE in writing, the Customer shall remain liable for all service charges due throughout the period of suspension.

7. Reconnection Fee

- 7.1 In the event that the Customer requests for reconnection of service, i-CABLE is entitled to charge the Customer a reconnection fee at i-CABLE's prevailing rate.

8. Termination

- 8.1 Without prejudice to other provisions contained in the Agreement, i-CABLE may terminate the Agreement at any time or disconnect the Services or any part thereof without notice upon the occurrence of any of the following events if:
- (a) the Customer fails to pay any charges and/or Deposit required to be paid hereunder after the due date;
 - (b) the Customer commits a breach of any of the terms and conditions contained herein and/or those of the prepaid card services/MySim Mobile Service;
 - (c) i-CABLE has reasons to believe that the Customer or any authorized users has used the handset for illegal or improper purpose or sent indecent messages or used abusive or indecent language to other subscribers or employees of i-CABLE through the Services;
 - (d) the Customer tampers with or copies or allows any other persons to tamper with or copy the information written in the SIM Card without i-CABLE's prior authority;
 - (e) the call charges for the Services exceed any credit limit specified by i-CABLE from time to time; or
 - (f) the information provided by the Customer overleaf is found to be false.
- 8.2 The Customer may terminate the Agreement by giving 30 days' written notice in advance to i-CABLE provided that on the date of termination:
- (a) the Customer shall settle all outstanding service charges; and
 - (b) the Customer shall return the SIM Card to i-CABLE.
- 8.3 i-CABLE may terminate the Agreement by giving not less than 30 days' notice (in writing or through the website) to the Customer.
- 8.4 Termination hereunder shall not prejudice any rights and/or antecedent claims which i-CABLE may have against the Customer and shall not relieve the Customer from the obligations accrued hereunder prior to the date of termination.
- 8.5 For the avoidance of doubt, any money and/or charges paid in advance by the Customer will not be refunded to the Customer despite termination of the Agreement for whatever reason.
- 8.6 If the Customer has registered more than one account in his/her name for the Services and failed to pay any service charges under any one of the accounts, i-CABLE shall have the right to terminate all the agreements which are registered under the Customer's name in accordance with Clause 8.1.
- 8.7 i-CABLE shall have the right to assign the Customer's mobile telephone number for the Services to another subscriber of i-CABLE after the termination of the Agreement.

9. Data Protection

- 9.1 i-CABLE collects, processes, discloses, retains and uses personal data of Customer in strict compliance with Privacy Policy Statement and the personal data collection statement(s) applicable to the Services (in accordance with the law of Hong Kong SAR). The Customer acknowledges that his/her personal data (if any) is given to i-CABLE voluntarily and that he/she has been afforded the opportunity to ascertain from i-CABLE's employees the use of personal data before execution of the Agreement.
- 9.2 By entering into the Agreement, the Customer agrees and consents that his/her personal data so collected and/or his/her mobile phone number may or will be used by i-CABLE for i-CABLE's performance of the Agreement, provision of any or all of the services related to the Agreement for promoting and marketing (including direct marketing) such goods and services as i-CABLE from time to time deems fit and appropriate to the Customer herein or otherwise for a purpose related thereto. Regarding promoting and marketing, for those new customers who executed the Agreement on or after 1st April, 2013, the Customer agrees and consents that his/her personal data so collected by i-CABLE will be used by i-CABLE for promoting and marketing (including direct marketing) such goods and services as explicitly specified and agreed by the Customer in the Agreement. If the Customer does not wish to receive any such promotional or marketing materials, the Customer shall advise i-CABLE by written notice or call i-CABLE's customer service hotline.
- 9.3 The Customer acknowledges and agrees that his/her personal data collected may/will be disclosed only to i-CABLE's authorized employees, agents, business partners, contractors/sub-contractors (including without limitation to debt

collection agent, financial institutions, external carriers, overseas mobile telecommunications operators or credit reference agent) who is/are engaged or appointed for the purpose of performing the Agreement by i-CABLE.

- 9.4 The Customer acknowledges that i-CABLE is obliged to release the Customer's personal data to government authorities who are entitled to collect such data from i-CABLE under the Personal Data (Privacy) Ordinance and/or other relevant legislation.

10. Disclaimer

- 10.1 I-CABLE shall not be held liable for any claim in connection with product liability, which is due to the default, neglect omission or mistake of the Manufacturer. Product liability shall rest with the Manufacturer solely in any event.
- 10.2 Under no circumstances shall I-CABLE be liable for any claim, loss, damage or compensation of whatever nature howsoever arisen in connection with the performance of the Agreement.
- 10.3 I-CABLE will use its best commercial endeavors to make the Services available to the Customer during the term of the Agreement and/or the validity period of the prepaid card services/MySim Mobile Service. I-CABLE does not warrant the quality or availability of any of the Services either in whole or in part and I-CABLE accepts no responsibility for any delay, suspension, failure, cessation or cancellation of any or all of the Services or any loss, damages or compensation suffered by the Customer.
- 10.4 In the event that the provision of Services is contracted out or assigned to I-CABLE's agents, I-CABLE disclaims all responsibilities or liabilities arising from the acts, default, neglect, mistakes of I-CABLE's agents.
- 10.5 With respect to the information released to the Customer via network, I-CABLE does not warrant its accuracy, quality, usefulness or completeness and will not accept any responsibilities for any loss or damage whatsoever suffered by the Customer as a result of the use or access to the information.

11. General

- 11.1 I-CABLE retains the right, to be exercised in its absolute discretion and without assigning any reason, to accept or reject any application for mobile services, other special promotional packages and/or privileges from time to time offered by I-CABLE.
- 11.2 The Agreement embodies the entire understanding between the parties relating to this subject matter. Any representations and promises oral or written are hereby withdrawn and revoked.
- 11.3 In the case of the Customer being a corporation, the Customer warrants that the persons executing the Agreement and incidental documents has express authority to do so on its behalf.
- 11.4 The Agreement shall be construed in accordance with the laws of Hong Kong Special Administrative Region.
- 11.5 I-CABLE reserves the right to vary, delete or amend any of the terms and conditions herein contained from time to time provided prior thirty (30) days written notice has been given to the Customer (for such purpose the posting of the amendments and/or deletion on the web-site of I-CABLE shall suffice as written notice) to that effect.
- 11.6 I-CABLE may assign the whole or any part of the Agreement and/or the prepaid card services/MySim Mobile Service to any other party or parties at any time. The Customer shall not without the consent of I-CABLE assign the rights and obligations of the Agreement to any other party.
- 11.7 Any dispute arising out of the Agreement shall be first resolved by both parties in good faith. No legal proceedings shall be instituted against the other party in the absence of good faith discussion by both parties in pursuance of this clause.
- 11.8 Unless otherwise stated, any notice to be given by I-CABLE to the Customer may be either personally delivered to the Customer or by SMS to any of his or her registered numbers, ordinary post, email or facsimile to the address specified overleaf or any address as notified by the Customer. Such notice shall be deemed to have been received by the Customer twenty-four (24) hours after dispatch if personally delivered or by postal service or immediately if transmitted by SMS, facsimile or email.
- 11.9 In the event that the Customer files a complaint with I-CABLE that he/she has received Unsolicited SMS/MMS or Unsolicited IOSMS/IOMMS - Promotional Nature, the Customer shall provide I-CABLE with all the necessary information on the Unsolicited SMS/MMS or Unsolicited IOSMS/IOMMS-Promotional Nature such as the date and time of the receipt of such message(s), full originating address and the contents of the message before I-CABLE is obliged to pursue the complaint.
- 11.10 The Customer may change his/her personal data or Service Profile including service plan and all value-added services subscribed via different channels from time to time prescribed by I-CABLE subject to the Customer diligently complying with all the terms and conditions in the Agreement and such additional terms and conditions as may be from time to time promulgated by I-CABLE. I-CABLE prescribed channels include Customer Service Hotline, Customer Centre, all retail outlets and electronic channels.
- 11.11 Upon the expiry of the agreement for the Services and/or VAS, if Customer has not indicated to I-CABLE of his or her decision either to (a) renew, extend or replace the agreement for Services and/or VAS or (b) terminate the Services and/or VAS, I-CABLE shall continue to provide the Services and/or VAS on the same terms and conditions (or other terms and conditions as I-CABLE may think fit) at the prevailing market rate on a month-to-month basis until the Services and/or VAS are terminated by Customer in the manner prescribed in the original agreement for the Services and/or VAS. However, unless otherwise agreed, all discounts, offers, privileges, rebate and/or gifts in the existing agreement will not apply to the said monthly periods.