

Terms & Conditions of KKBOX Service Plan:

1. KKBOX Service Plan (this “Plan”, including but not limited to KKBOX Standard plan and KKBOX Standard Family plan) is governed by Hong Kong Broadband Network Limited (“HKBN”)’s General Terms and Conditions (hkbn.net/tnc/en/general.html), KKBOX’s Terms of Use (<https://www.kkbox.com/about/hk/en/terms>) and the terms and conditions stated herein (“these Terms and Conditions”). Any subscriber of this Plan shall hereinafter be referred to as “Subscriber”. Subscriber understands that HKBN is not the content provider of KKBOX service, Subscriber shall create a new KKBOX account, complete the activation of KKBOX service, and agree to and accept KKBOX’s Terms of Use and acknowledge that he/she has read and agreed to KKBOX’s Privacy Policy (at <https://www.kkbox.com/about/hk/en/privacy>) in order to enjoy the KKBOX service. Subscriber must be 18 years of age or older to subscribe to this Plan. This Plan is also subject to the special terms and conditions of the relevant HKBN service plan that may be in effect from time to time. Subscriber agrees to be bound by all of the abovementioned terms and conditions. Without prejudice to other services and service plans provided by HKBN, in relation to the KKBOX service, if there is any conflict between the KKBOX’s Terms of Use, these Terms & Conditions, or special terms and conditions of the relevant HKBN service and HKBN’s General Terms and Conditions, the special terms and conditions of the relevant HKBN service shall prevail. The documents shall be construed in the following descending order of precedence:
 - (a) Special terms and conditions of the relevant HKBN service;
 - (b) These Terms & Conditions of KKBOX Service Plan;
 - (c) KKBOX’s Terms of Use; and
 - (d) HKBN’s General Terms & Conditions,the above terms and conditions shall collectively be referred as the “KKBOX Plan T&Cs”.
2. KKBOX service is provided by KKBOX Hong Kong Limited (“KKBOX”). Subscriber (including the member user(s) of the family plan) can access and use the content of KKBOX service via the KKBOX app or KKBOX website only.
3. HKBN will provide Subscriber’s information as reasonably necessary to KKBOX in order to activate the KKBOX service. Once Subscriber’s KKBOX account is activated, his/her (including the member user(s) of the family plan) use of KKBOX service and the KKBOX app and website, including the features and functionality contained therein, shall be subject to the KKBOX’s Terms of Use and any amendments thereto by KKBOX from time to time.
4. By registering for this Plan, Subscriber agrees to the disclosure of his/her personal data to KKBOX in the manner and purpose set out in the HKBN’s Personal Data and Privacy Policy Statement, KKBOX Plan T&Cs and KKBOX’s Privacy Policy. For further information about HKBN’s Personal Data and Privacy Policy Statement, please visit https://www.hkbn.net/tnc/en/HKBN_PPS_ENG.pdf.
5. Subscriber must commit to this Plan for a designated contract period (“Minimum Commitment Period”). If this Plan is terminated before the expiration of the Minimum Commitment Period for whatever reasons, Subscriber shall pay the total amount of the monthly fees payable for this Plan for the remaining term of the Minimum Commitment Period to HKBN as liquidated damages.
6. Subscriber understands that the start date / effective date of this Plan cannot be altered after the confirmation of registration for this Plan.
7. If Subscriber registers this Plan via HKBN, Subscriber shall provide an email address (“Account Email”) which will be used as the member account for the KKBOX service (“KKBOX account”). Subscriber agrees and authorises HKBN to disclose the Account Email provided by Subscriber to KKBOX to create KKBOX account, activate and provide KKBOX service. If the Account Email has already been registered with KKBOX services through non-HKBN channels before Subscriber registers for this Plan and redeems KKBOX services, it will not be eligible for use. Subscriber shall provide an alternative email address for creation of KKBOX account.

8. The KKBOX service under this Plan and any content from the KKBOX service are for Subscriber's (including member user(s) of family plan) personal, non-commercial, non-public and entertainment use only and cannot be shared. A single KKBOX account can be used on multiple personal devices (including mobile phones, computers, tablets, etc.); however, only one device may be used at any given time. Subscriber can change devices through the management mechanism provided by KKBOX. KKBOX reserves the right to adjust the management mechanism, the number of allowed changes, and the method of changes.
9. The KKBOX account of Subscriber (for the purpose of this clause, including member user(s) of family plan) is for the account holder's personal use only and may only be used in accordance with the KKBOX Plan T&Cs for using KKBOX services, software, and content. The KKBOX account must not be illegally reproduced, distributed, sold, publicly transmitted, or otherwise made available for use by any third party. If, due to Subscriber's negligence in safeguarding the KKBOX account or consent to third-party use, the account and password are unlawfully used by others and cause damage to the rights and interests of HKBN, KKBOX, and/or any third party, Subscriber shall bear full responsibility for any related legal liabilities and/or compensation for damages.
10. After successful KKBOX service activation, Subscriber must download and successfully install the KKBOX app from Google Play or Apple App Store or visit the KKBOX website (<https://www.kkbox.com>) to use the KKBOX service.
11. The KKBOX service of this Plan can only be activated once. HKBN is not able to amend the KKBOX account of this Plan once it is created. Subscriber shall ensure the Account Email provided is accurate and valid in order to receive the Account login and password of KKBOX service successfully.
12. All start date / effective date, expiry date, contract period and charge related to this Plan must be referred to the details of this Plan provided by HKBN, and have no relation to the actual KKBOX service activation date. To get the full benefit of KKBOX service and/ or offer under this Plan, please activate the KKBOX subscription immediately by following the activations steps provided.
13. If Subscriber continues to use this Plan upon the expiry of the Minimum Commitment Period, Subscriber shall be charged the applicable after contract monthly fee for this Plan as set out by HKBN. If Subscriber terminates this Plan, Subscriber is required to give at least 30 days' prior notice to HKBN.
14. Termination of this Plan may not automatically cancel and/ or delete Subscriber's KKBOX account. If Subscriber intends to cancel and/or delete or manage such KKBOX's account, please conduct such action on KKBOX platform or contact KKBOX directly. If Subscriber subscribes to the KKBOX service through a third party, please manage such KKBOX account via such third party directly.
15. Subscriber shall keep the related KKBOX account and password secure. HKBN and KKBOX shall not be liable for any loss or damage suffered directly or indirectly as a result of and/or in relation to a lost or stolen account.
16. This Plan / activation link is non-exchangeable for cash or kind.
17. Audio quality of KKBOX service is subject to internet service, device capabilities, content type, and service tier.
18. Subscriber shall contact HKBN only for queries related to (i) availing this Plan and/or the eligibility criteria for this Plan; (ii) activation or deactivation of the KKBOX service as part of this Plan; (iii) general billing enquiries related to this Plan or Subscriber's account with HKBN. KKBOX reserves the right to change all matters relating to KKBOX account rights and responsibilities, KKBOX services and related content, supported devices and specifications details from time to time (please visit <https://www.kkbox.com/hk/en> and KKBOX's Terms of Use). HKBN shall not be responsible for any liability incurred from or in connection with the contents thereof, the downloading of the KKBOX App and/or use of KKBOX service.
19. KKBOX in its sole discretion, shall determine all editorial content, features and functionality in the KKBOX service. All KKBOX service content, video-viewing and listening functionality shall be available to Subscriber only from within the KKBOX service. KKBOX in its sole discretion shall determine if the KKBOX service contains advertising and, if so, the amount, nature, frequency and placement of any and all advertising within the KKBOX service.

20. Branding, content, and functionalities of the KKBOX service and each KKBOX tier and its respective content, benefits and functionalities shall be determined, and may be from time to time changed, by KKBOX in its sole discretion.
21. KKBOX service is only available in designated countries / regions including Hong Kong. Contents vary based on the countries / regions and may be changed from time to time. Subscriber is prohibited from using any technology to mask Subscriber's location or hinder to determine Subscriber's location. KKBOX may use technologies to verify Subscriber's geographic location.
22. Downloading KKBOX app and use of KKBOX service may incur mobile data usage charges. Subscriber shall be responsible for all mobile data usage charges incurred. Subscriber can also connect to Wi-Fi to reduce mobile data usage.
23. Subscriber understands and agrees that the provision of this Plan is subject to availability and the discretion of HKBN and KKBOX, and is only available until such date as HKBN and KKBOX may determine and may be rescinded at any time. If KKBOX service is no longer available for whatever reasons, HKBN reserves the right to terminate this Plan or offer alternative product of similar type, while HKBN will strive to give reasonable and feasible notification 30 days prior to the change.
24. HKBN reserves the right to change or terminate this Plan and amend the terms and conditions herein, any other terms and conditions of the relevant HKBN service and/or HKBN's General Terms & Conditions, at its sole discretion at any time. KKBOX reserves the right to modify KKBOX's Terms of Use, the benefits associated with any subscription plan, additional conditions of subscription or change any part of the platform at any time at KKBOX's sole discretion with prior notice in accordance with the KKBOX's Terms of Use.
25. These Terms & Conditions of KKBOX Service Plan shall be governed by the laws of the Hong Kong Special Administrative Region ("Hong Kong") and Subscriber agrees to be bound by and submit to the exclusive jurisdiction of the courts of Hong Kong.
26. In the event of any discrepancy between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.
27. In case of any dispute of this Plan, the decision of HKBN shall be final and conclusive.