

## **Special Terms and Conditions of HKBN Smart (Formerly known as “HKBN Home”) Service (“HKBN Smart” or the “Service”) Application of the Service**

1. HKBN Smart (formerly known as HKBN Home) is a mobile application and service provided by Hong Kong Broadband Network Limited (“HKBN”) which enables users (“Subscriber”) to use the Service to monitor and control any of the Subscriber’s Smart Devices (“Device”) and/or providing a view information of the Subscriber’s home, or any other services related thereto (“Service”). Subscriber may be able to use the Service in respect of HKBN Certified Devices (“Certified Device”) manufactured by third party supplier/service providers.
2. Service scope of the Service may be modified from time to time without prior notice. Additional charges will be applied for any Device(s) or additional service(s) related to the Service.
3. Subscriber shall have subscribed and agreed to make available, at his/her own costs and expenses to fulfil such technical requirements stipulated by HKBN as follows or as shall be stipulated by HKBN from time to time to enable HKBN to provide the Service for the use of the Subscriber: (i) Stable and unlimited Broadband internet connections with bandwidth sufficient to support the Device Subscriber use; (ii) a working type of wireless technologies including but not limited to 2.4GHz and 5GHz Wi-Fi, Bluetooth, Zigbee or any other technologies and method in Subscriber home that is positioned to communicate reliably with the Device; (iii) an account registration; and (iv) an enabled and supported smartphone (required for Control Devices via the App). Subscriber understands and accepts that since the Service will be duly affected by factors such as stability of internet and Wireless network service and the degree of confidentiality, the provision of the Service and the manner in relation to any such provision shall be subject to the sole discretion of HKBN. All decisions and determinations made by HKBN in relation thereto shall be final and conclusive. HKBN shall not be liable in any way for failure of the Service if Subscriber cannot make available these conditions and/or other conditions as stipulated by HKBN from time to time.

### **Device**

4. HKBN certifies third-party smart devices to ensure devices are ready to run the App. HKBN will not block uncertified smart devices from the App. However, any device that isn’t certified by HKBN may not work or may have limited features or functionality.
5. Subscriber acknowledges that they should verified the compatibility of the devices purchasing with other appliance in the home (e.g. ensuring that the lighting for bulb, air conditioning system is compatible with the smart remote control). Subscriber shall be responsible for determining the compatibility of the Device with other appliance in the home, and Subscriber understands that the lack of compatibility is not a valid claim under the warranty provided with the Device.
6. The manufacturer or supplier of Certified Device is responsible for the quality, safety or legality and the accuracy of the description of the Device. HKBN shall not liable for any claim, liability, direct or indirect loss, damage, costs and/or expense arising or of in connection with any defects, faults, breakdown or use of the Device.
7. Subscriber shall be responsible for any damage to or destruction for the relevant Device including the cost of repairs. HKBN has no responsibility to provide repair and maintenance services for such Device. Instead, the manufacturers or suppliers of such Device will provide warranty and maintenance services directly to Subscriber.

8. Subscriber understands and accepts that if the Service and Device are used in locations other than the Installation Address or Subscriber is unable to provide a valid residential address, HKBN reserves the right to terminate the provision of the Service and any maintenance work at the Subscriber's premises (applicable to designated service plans expressly include on-site repair and are subscribed via HKBN only).

#### **Extent of Liabilities**

9. HKBN shall have the right to interrupt or suspend the Service for repair, testing, remote maintenance, or remote upgrade of the Network or Equipment. Depending on the circumstances, HKBN will restore it as quickly as reasonably possible and HKBN have no responsibility to pay the Subscriber any compensation for any loss resulting from such interruption or suspension.
10. Subscriber acknowledges and agrees that HKBN shall not be liable to the Subscriber for: (i) any fault in Device Subscriber uses; (ii) any fault in the Device whether or not caused by Subscriber tampering with it, Subscriber's negligence or failure to follow HKBN's instructions; (iii) Subscriber's use of Device with any other device HKBN does not in advance authorize in writing; and (iv) Subscriber's use of Service away from the Hong Kong Address (applicable to designated service plans expressly include on-site repair and are subscribed via HKBN only).
11. To the extent permitted by law, HKBN and third party supplier/service provider shall not be liable whether or not in contract, tort, statute or otherwise for any cost, claim, special, direct, indirect or consequential loss or damage suffered, sustained or incurred by the Subscriber or any person from or out of or relating to the Service and/or the Device.
12. To the extent permitted by law, HKBN and any third party provider of the services, together with their respective directors, employees or agents expressly disclaim any liability for the following situations: (i) any damage to or loss of data, voice, video or other information arising from the Subscriber's use of the Service or Device; (ii) any claim based on contract, tort or otherwise for any direct or indirect loss of revenue, profits or any consequential loss whether of an economic nature or any such loss which the Subscriber suffers as a result of any error, or inaccuracy introduced into the Subscriber's modem or other devices by, through or in connection with the use of the Service or Device; (iii) any claim relating to the Service and/or any content accessible through the Service, or Device supplied, provided, sold or made available by or through the Service (or any failure or delay to so supply, provide, sell or make available); (iv) any disruption or suspension or degradation of the Service or Device or any part thereof; and (v) any damage which is attributable to an event or circumstance beyond HKBN's control i.e. "Force Majeure Event". A "Force Majeure Event" includes but is not limited to acts of God, war, civil disobedience, explosion, fire, flood, governmental action, legislation not in force at the time of these Terms and Conditions, restraints imposed by government or any other regulatory authorities, labour disputes, trade disputes or delays of third parties over which HKBN has no control.
13. Subscriber acknowledges and agrees that HKBN disclaims any liability for (i) any damage to or loss of data, software and/or hardware installed in the Subscriber's smartphone or other Wireless devices; and/or (ii) any claim from Subscriber or any third party for any direct or indirect loss and all relevant claims.
14. Subscriber agrees that HKBN shall in no circumstances be responsible for any loss of income, loss of profit or any damage (direct or indirect) caused by the use of the Service.
15. Subscriber should ensure that his/her login information and password will be kept properly and securely and shall not be disclosed to any third party under any circumstances. HKBN and its third party provider (including but not limited to HKBN) shall not be responsible for any loss due to the disclosure of such information.
16. Subscriber agrees that while certain deployments or configurations of the Service can be used to help detect, monitor or avert certain risks (including without limitation to theft, fire or burglary), HKBN shall not be responsible for the relevant consequences and risks actually arising from the use of the Service by Subscriber.

17. Subscriber agrees that mobile notifications regarding the status and alarms on Device is provided for reference only. Subscriber should not rely on the Service for notification of any life safety or urgent circumstances.
18. In the event of any Service Interruptions to Subscriber home's wireless network or internet connection, the Service may be unreliable or unavailable during the Service Interruption. Subscriber may not receive message, notification, alert or alarm signals from the Device, and may be unable to contact emergency contact person in the event of an actual emergency. Further, functionalities of the Device may be unavailable on the Mobile App during the Service Interruption.
19. HKBN reserves all its rights and absolute discretion to determine the methods and delivery route for the provision of the Service to Subscriber, and HKBN may change such methods and routes from time to time as it shall deem appropriate. HKBN endeavours to provide notification within a period as reasonably practicable in the circumstances.
20. The Service utilizes, in whole or in part, the public Internet and third party network to transmit data, voice, video and other communications. HKBN shall not be liable to Subscriber for any lack of privacy which may be experienced with regard to the Service. Please refer to our Privacy Policy applicable to Subscriber at our website [www.hkbn.net/en](http://www.hkbn.net/en) for additional information.
21. Subscriber understands and accepts that the Service will fail, be interrupted, delayed or suspended in circumstances of power failure or for any other instances that are beyond HKBN's reasonable control. HKBN makes no warranty as to the quality and availability of the Service and accepts no legal liability in relation thereto. HKBN shall not in any way be held liable for any loss, damage, costs and expense arising under or in connection with any failure, interruption, delay and suspension of the Service.
22. Subscriber acknowledges and agrees that Service quality or functionality may be affected by stability of wireless network. Subscriber should check with his/her network operator for any connection problems, restrictions or any additional charges related to the network. HKBN will not be liable for the service failure due to the above situations.

#### **Extent of Use**

23. Subscriber shall not in any event assign, resell, transfer, sublet or license the Service and/or the Equipment whether or not there is any monetary consideration without prior written consent of HKBN. HKBN reserves the right to assign all or part of its rights and duties under these Special Terms and Conditions to a third party. HKBN will endeavour to provide notification of 30 days or any other reasonably practicable period in the circumstances in advance of its effective date.
24. The Service is only provided to the Subscriber as a residential user. Should HKBN have reasonable grounds to believe that the Service is being used beyond the residential and/or private subscriber's normal usage pattern or is used for commercial use, HKBN reserves the right to terminate the Service and/or the relevant service plan forthwith.
25. From time to time, it is necessary for HKBN to collect and maintain certain customer-specific information in order to provide subscriber with the goods or services required, including but not limited to:
  - a. HKBN Smart account information, included but not limited to email address;
  - b. Profile data, included but not limited to ages, date of birth, sex, height;
  - c. Device information;
  - d. Log information;
  - e. Usage data;
  - f. Location information;
  - g. Information reported by Smart Device;
  - h. Smart Device related information;

- i. If Subscriber connects smart camera to HKBN Smart, HKBN Smart will collect the screenshots recorded by such device which triggered by motion/sound detected function according to Subscriber's choice. In order to provide the service Subscriber requests in the HKBN Smart app; and
  - j. The Equipment and/or Device which connected to network for service performance monitoring.
- Subscriber is not obliged to supply to HKBN any personal data and/or other information above. However, HKBN may be unable to provide the required goods and services if subscriber is unwilling to provide relevant information.
26. Unless otherwise stated in other HKBN terms and conditions, information is also collected for the following purposes:
- a. To enable subscriber to control Subscriber's Smart Home Devices in the HKBN Smart app;
  - b. To provide services or features subscriber requests in the HKBN Smart app;
  - c. To respond to subscriber requests and questions, and to communicate with subscriber about HKBN Smart;
  - d. To provide assistance when subscriber request technical support for the HKBN Smart app or Smart Home Devices and other maintenance services;
  - e. To link subscribers' account information or otherwise interact with selected apps, devices, features and services of third-party service partners;
  - f. To operate, evaluate and improve HKBN business (including but not limited to developing new products and services; enhancing and improving products, services and HKBN Smart; analysing products and services by aggregating and anonymising data and performing data analysis and account, auditing and other internal functions);
  - g. To provide customised recommendations related to Smart Home Devices and other useful services or features;
  - h. To comply with laws, regulatory obligations, and legal processes; and/or
  - i. To protect the rights, property and/or security of Hong Kong Broadband Network Limited, or any of HKBN affiliates, business partners and/or subscribers
27. Subscriber acknowledges and agrees that some of the functionalities or services provided by third party suppliers/providers. Subscriber also permits HKBN to receive certain information about subscriber from the applicable service providers.
28. Subscriber understands and accepts that the Service must only be used in Hong Kong and at the Installation Address. Should the Subscriber remove the Device to a place/country other than Hong Kong and use the Service from there, Subscriber does so at his/her own sole risk, including the risk that such activity violates local laws in the country where the Subscriber does so.
29. HKBN does not warrant and guarantee the Service to be continuous or uninterrupted throughout the term of the Service. Subscriber accepts the Service and the Device are provided on an "as is" and/or "as available" basis. Subscriber accepts that the provision of the Service is contingent upon the reliability of the wireless network and third-party components.
30. The initial setup including account registration of HKBN Smart (formerly known as HKBN Home) Service must be done via the mobile HKBN Smart (formerly known as HKBN Home) App ("App"). Once setup is completed, Subscriber shall be able to control and configure Subscriber's smart devices.
31. The App will be updated periodically. For optimal performance, HKBN recommends updating the App to the latest version as it becomes available. The App can be downloaded from Google Play or the Apple App Store.
32. The App does not support all mobile platforms. Subscriber's shall acquire and maintain the compatible platforms and browsers. Subscriber may not be able to use some features of the Service if Subscriber does not maintain the compatible browsers and platforms, or HKBN will provide limited support to Subscriber. Subscriber shall still be liable for all charges in relation to the Service.

33. If Subscriber continues the relevant service plan upon expiry of Minimum Commitment Period, Subscriber shall pay the monthly fee after the Minimum Commitment Period to HKBN (applicable to designated service plans subscribed via HKBN only).
34. If the Service is terminated or suspended due to the following reasons, Subscriber will not be able to control and set up the Smart Devices via the App (below items a and b are applicable to designated service plans subscribed via HKBN only):
- a. Subscriber fails to settle the monthly fee or payment of other subscriptions after the due date such that the service(s) included in the service plan is terminated or suspended; or
  - b. Subscriber terminates the service plan within or after the Minimum Commitment Period; or
  - c. Termination of contract/ service plan/ Service due to breach of contract, tort or any other reason; or
  - d. Subscriber deletes HKBN Smart account through the HKBN Smart App; or
  - e. Any situation that HKBN is unable to foresee or avoid.
- In any situation, no refund and replacement will be arranged by HKBN.
35. HKBN is hereby authorized, in relation to any information (including but not limited to customer name and installation address) it has relating to the Subscriber or the authorized user under the Subscriber's account, to use and/or disclose such information for the purpose of HKBN performing its obligation, including but not limited to installation, inspection and maintenance work at the Subscriber's premises, or enforcing its rights under the Service Agreement or any other purpose reasonably incidental thereto or in contemplation thereof.
36. These Special Terms and Conditions shall be subject to the General Terms and Conditions of HKBN and Subscriber agrees to abide by all the terms and conditions stated therein as may be in force from time to time.