

## **Special Terms and Conditions of Global Talk+ Service (“Service”)**

1. Global Talk+ Service is governed by the General Terms and Conditions of Hong Kong Broadband Network Limited (“HKBN”) (please visit: [hkbn.net/tnc/en/general.html](http://hkbn.net/tnc/en/general.html)), Special Terms and Conditions of Home Telephone Service (please visit: [hkbn.net/tnc/en/HKBN\\_HT\\_TC\\_ENG\\_20160819.pdf](http://hkbn.net/tnc/en/HKBN_HT_TC_ENG_20160819.pdf)), IDD 0030 Rate Plan Terms & Conditions (please visit: [hkbn.net/tnc/en/HKBN\\_IDD0030\\_T&C\\_ENG\\_20140218.pdf](http://hkbn.net/tnc/en/HKBN_IDD0030_T&C_ENG_20140218.pdf)) and these Special Terms and Conditions. Subscriber understands and agrees that HKBN has the absolute right to revise all these terms and conditions from time to time, while HKBN will endeavor to give 30 days' prior notice to Subscriber before such revision takes effect.
2. The Service is a Class 1 IP Telephony Service with a VoIP application, Subscriber shall download the Global Talk+ App on smart mobile devices with designated operating systems and successfully activate his/her account in order to enjoy the Service. Subscriber must use the Service by providing personal information which includes, but not limited to, Hong Kong Identity Card number, email, address, and mobile number for Service registration. After Global Talk+ service plan (“Service Plan” or “Plan”) is effective, opening the Global Talk+ App at the first time, Subscriber will be asked to give consent for accessing to various features or items on Subscriber' smart mobile device (e.g. record audio, contact list and notification etc.), if Subscriber does not give consent, it will affect all or part of the Global Talk+ App functionalities.
3. Subscriber can use the Service through either data network or Wi-Fi. HKBN shall not be liable for any data charges incurred by Subscriber for using data network in or outside Hong Kong. Subscriber can choose to use Wi-Fi to enjoy the Service in order to minimize the mobile data usage. If in HKBN's reasonable opinion, the Subscriber's usage of the Service is unusual for residential/commercial use purposes, HKBN reserves all rights to terminate the Service forthwith, and reserves its rights to claim for any losses suffered or incurred by HKBN thereto.
4. Some network operators may prohibit the use of audio streaming, leading to connection failure of the Service. Subscriber should enquire with his/her network operator in relation to any of such restrictions. Some network operators may prohibit or restrict the use of VoIP functionality over their network and may also impose additional fees, or other charges in connection with VoIP. Subscriber agrees to enjoy with and abide by his/her network operator's restriction. HKBN will not guarantee the service performance nor call quality which is affected by the data network. HKBN holds no responsibility for the malfunction of the Service due to any data network connection failure.
5. Should the Subscriber use the Service outside Hong Kong, Subscriber understands and agrees

that the Service shall not be able to connect to the overseas emergency numbers or systems, and Subscriber shall solely bear all the risk and responsibility in this relation. HKBN shall not be liable, whether directly or indirectly, for any responsibilities for any failure, loss, damage, risk, or expense in this relation.

6. Subscriber shall confirm and use a valid address as his/her registered address of the Service ("Registered Address"). Subscriber further guarantees to provide to HKBN accurate and complete information with regard to his/her correspondence address or place of residence and all such other information with regard to fulfillment of the requirements of all applicable laws and regulations, and license conditions whatsoever requested by the relevant regulatory bodies, as may be reasonable required from time to time by HKBN.
7. Subscriber can make calls to any Hong Kong local telephone numbers via the Service, except for any usage-based service.
8. Making outgoing calls via the Service to overseas destinations other than Hong Kong will incur IDD long distance calling time and call charges. If the Service telephone number has been registered or pre-registered with HKBN IDD 0030 service in the Service Plan, the Subscriber can make IDD long distance call with that number. The relevant charges will be calculated according to the IDD 0030 rate plan registered by the Subscriber and billed by HKBN.
9. Subscriber is obliged to keep his/her verification code and login password securely and properly to ensure that there shall not be any disclosure to any third party. HKBN shall not be responsible, and shall not be liable to compensate the Subscriber, for any loss arising out of such disclosure to a third party. Subscriber authorizes HKBN to assume that any person accessing or using the Global Talk+ App under Subscriber's account is either Subscriber oneself or is duly authorized to act for Subscriber and on Subscriber behalf, and Subscriber shall be liable for any actions undertaken by such person in connection with his/her access to and/or use of that service account.
10. Subscriber shall not engage in any activity or link to a site that may be used to obtain unauthorized access to, interfere with, disrupt or cause damage to HKBN's systems or services or the computer networks, systems or accounts of others. Such acts shall include, but is not limited to, posting and/or spreading viruses (such as trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs) or software designed to create a virus or to do harm to HKBN, its users and any third party.
11. Subscriber shall not in any event resell, transfer or sublet the Service to any third party for any

purposes. All the copyright, trademark and any other intellectual property of the software(s) and program(s) relating to the Service are all belonging to HKBN and/or are licensed to HKBN by relevant third party service provider for HKBN's use. Hence, Subscriber shall not in any event modify, revise, copy, or distribute the software(s) and program(s) of the Service.

12. HKBN may alter, delay, suspend, terminate or cancel the operation and/or provision of the Service Plan and/or Service (in part or in full) from time to time. HKBN endeavours to provide notification 30 days or any other period as reasonably practicable in the circumstances in advance of its effective date.
13. To the extent permitted by law, Subscriber explicitly agrees, consents and authorizes HKBN (a) to store and process his/her registered personal information and the Registered Address in any country in which HKBN operates and that HKBN reserves all rights to transfer such information outside Hong Kong; and (b) to provide Subscriber's personal information and/or traffic data and any information relating to the Subscribers to the relevant government bureau or organizations (including, without limitation, the Hong Kong Police Emergency Centre or any relevant entity in handling emergency incident as directed by Communications Authority) , situated in Hong Kong or in other jurisdictions, upon their request in case of emergency, detection/investigation of crime, or pursuant to any applicable laws, regulations or court orders/directions or in any other situations as HKBN thinks appropriate. In the event of a designated competent authority requests HKBN to retain and provide the Subscriber's personal information, Registered Address and/or traffic data, or to install wiretapping equipment in order to intercept communications, HKBN will provide all necessary assistance and information to fulfill this request and HKBN shall not be liable for any losses and/or damages caused by or relating to such disclosures or acts. If Subscriber has changed any of his/her personal information or Registered Address, Subscriber shall notify HKBN such change(s) immediately by submitting the HKBN's prescribed form, such that HKBN can up-date its record. Should Subscriber fail to provide HKBN with valid and up-to-date personal information or Registered Address and HKBN therefore fails to provide the same pursuant to relevant government bureaux's or organizations' request, or any applicable laws, regulations or court orders/ directions, Subscriber agrees to fully indemnify HKBN for any liabilities, expenses or costs incurred by HKBN arising from or incidental to such failure mentioned aforesaid.
14. If Subscriber fails to provide HKBN with valid and up-to-date Registered Address, Subscriber shall bear all risk relating to the failure of tracing/locating his/her Registered Address in case when an emergency call is made. HKBN shall not be liable, whether directly or indirectly, for any failure, loss, damage, risk, or expense incurred arising from the said event.

15. Subscriber understands and agrees that the provision and the quality of Service is contingent upon the technology and the performance of the data network. The Service may also be affected by the factors such as the Subscriber's mobile device and Internet firewall settings, the reliability and security of Internet connection supported by the Subscriber's network and any applicable laws and regulations (whether in Hong Kong or in other jurisdictions). The provision of the Service or not and the manner and the standard of such provision shall be subject to final decision of HKBN. If in the HKBN's reasonable opinion that it may not provide or affect the provision of the Service to Subscriber is affected due to the above reason(s) or any other reason(s), HKBN shall have the rights to terminate the provision of Service to Subscriber forthwith, provided that HKBN shall endeavour to provide notification 30 days or any other period as reasonably practicable in the circumstances in advance of the effective date of the said termination.
16. Subscriber understands and agrees that the Service will be failed, interrupted, delayed or suspended in case of power failure, service outage or such any other situation beyond HKBN's reasonable control, but HKBN shall endeavour to resume the Service as soon as practicable. In the above situations or if the account of the Subscriber is for any reason being suspended, calls will not be able to be connected to, including, without limitation, 'Subscriber Input Terminal' of Hong Kong Jockey Club and emergency numbers through the Service. HKBN shall not be held liable for any loss and damage arising out of such failure, interruption, delay and suspension directly or indirectly.
17. Subscriber understands and agrees that HKBN shall not be liable to him/her for any loss or damage (whether directly or indirectly) arising from or incidental to the use of the Service, and shall have no right to claim against HKBN in any manner whatsoever. Subscriber understands and agrees that HKBN excludes all liability to the Subscriber and any third party for any influences caused by the Service or other matters, directly or indirectly, on any data network, the bandwidth speed, and/or any broadband service.
18. Subscriber acknowledges and agrees that HKBN shall not be liable to the Subscriber for: (i) Any fault in other equipment or device Subscriber uses; (ii) Any fault in the Equipment whether or not caused by Subscriber tampering with it, or by Subscriber's negligence or failure to follow HKBN's instructions, (iii) Subscriber's use of Equipment with any other equipment or device HKBN does not in advance authorize in writing.
19. To the extent permitted by law, Subscriber understands and agrees that 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 Equipment.

20. To the extent permitted by law, Subscriber understands and agrees that HKBN, its Group Companies and any third party service provider, together with their respective directors, employees or agents expressly disclaim any liability for: (i) Any damage or harm done to the computer or other devices, software, and/or hardware, or loss of any data, voice or other information arising from the Subscriber's use of the Service or Equipment; (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, inaccuracy introduced into the Subscriber's modem or other devices by, through or in connection with the use of the Service or Equipment; (iii) Any claim relating to the Service and/or any content accessible through the Service, or Equipment 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, suspension, cancellation, or degradation of the Service or Equipment or any part thereof.
21. 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 Subscriber's use of the Service.
22. In any event, the entire liability of HKBN and the extent of liability owed to Subscriber in connection with the Service and/or the Equipment shall not exceed the Monthly Service Fee of one month.
23. Upon the subscription of the Service, Subscriber explicitly confirms that he/she has verified in his/her jurisdiction if his/her use of the Service is allowed and is in compliance with all applicable laws and regulations. If Subscriber is residing in a jurisdiction where it is forbidden by laws or regulations to use the Service, Subscriber shall not subscribe or use the Service in any manner whatsoever. HKBN does not warrant on the legality and the related matters of using the Service in a place/country outside Hong Kong by Subscriber, and HKBN shall accept no legal liability whatsoever in relation thereto.
24. Should Subscriber subscribe/use the Service in a place/country outside Hong Kong, Subscriber should check and comply with all the applicable laws and regulations under that jurisdiction on his/her own and Subscriber understands and agrees that he/she shall be solely responsible for any legal risk or other risk and accept the legal liability in relation thereto, to the exclusion of HKBN in any manner whatsoever. Subscriber shall fully indemnify HKBN for any liability, expenses or damages incurred or suffered by HKBN arise from or incidental to the Subscriber's

subscription/use of the Service in a place/county other than Hong Kong.

25. HKBN does not warrant or guarantee the quality, reliability and availability of the Service and accepts no legal liability whatsoever in relation thereto.
26. The Service utilizes, in whole or in part, the public Internet and third party network to transmit voice and other communications. HKBN shall not be liable to Subscriber for any privacy issues, which may be experienced by Subscriber when using the Service.
27. Subscriber acknowledges that the Service shall be unavailable to Subscriber for making or receiving calls when the mobile device is shut down.
28. Subscribing both HKBN home telephone service and the Plan and/or Service, Subscriber can link one HKBN telephone number with Global Talk+ App. Global Talk+ app will enable you to make calls using the designated HKBN fixed line number and to receive and pick up calls made to the designated HKBN fixed line number anywhere via Subscriber's smart mobile device, subject to your smart mobile device's internet connectivity, your smart device being online and the "Allowing incoming call" feature on Global Talk+ App having been turned on at the material time. The fixed line number shall not support any SMS/MMS service (notwithstanding that HKBN shall reserve its right to assign the Telephone Number to other subscribers after the Subscriber ceases using the Service). Subscriber acknowledges and agrees that he/she shall not assign, transfer or otherwise deal with the Telephone Number provided by HKBN without the written consent of HKBN.
29. Number Porting (if applicable)
  - a) Upon subscription of the Plan, HKBN will provide a new telephone number ("Telephone Number") to the Subscriber. If Subscriber opts for porting his/her existing telephone number ("Existing Number") to HKBN, HKBN will provide a temporary telephone number to the Subscriber, and this temporary telephone number will be terminated automatically after the Existing Number has been successfully ported to HKBN.
  - b) Subscriber acknowledges and agrees that he/she shall not assign, transfer or otherwise deal with the Telephone Number provided by HKBN without the written consent of HKBN.
  - c) If Subscriber terminates the Service due to the failure for the Existing Number to be ported to HKBN (except default of HKBN), all payments made shall not be transferable or refundable. The Subscriber may be required to pay the liquidated damages as stipulated under the relevant Plan and all offers provided in conjunction with the Plan will be terminated immediately.

- d) Subscriber expressly authorizes HKBN to process the application for porting the Existing Number to HKBN. Subscriber acknowledges and agrees that HKBN excludes all liability to the Subscriber and any third party arising out of or in connection with the Service and/or number porting whether in contract, tort and/or otherwise and including direct and/or indirect loss incurred by the Subscriber or any third party.

30. Special Terms and Conditions of Number Porting (Number Switch Over) Service (If applicable)

- a) Subscriber requests the Donor Network Operator ("DNO") and HKBN to effect the porting of the existing telephone number ("Telephone Number") to the network of HKBN with effect from the relevant Requested Cut-over Time.
- b) Subject to the successful porting of the Telephone Number to HKBN, the voice / data / fax services in relation to the Telephone Number of the DNO will be terminated with effect from the Requested Cut-over Time. The continuation of any other services provided by the DNO, if any, shall be subject to the applicable terms and conditions for such services of the DNO.
- c) Subscriber understands that the porting of the Telephone Number does not affect his/her obligations to the DNO incurred prior to the successful porting of the Telephone Number under the applicable service terms and conditions of the DNO.
- d) Subscriber understands that during the period for the Telephone Number to be ported from the DNO to HKBN, Subscriber will not be able to use the Telephone Number, including without limitation to dialing and receiving calls.
- e) The Requested Cut-over Time shall be subject to the DNO's confirmation of the information given hereunder and the technical arrangements between the DNO and HKBN and all applicable rules and regulations including without limitation to the Procedures for Handling Number Porting by Database Solution issued by the Communications Authority as updated from time to time.
- f) HKBN is hereby expressly authorized to change the Requested Cut-over Time as HKBN may reasonably consider as appropriate.
- g) Except for any liability which cannot be excluded by law, Subscriber agrees and confirms that the DNO and HKBN will not be liable to him/her or any other party in contract, tort or otherwise for any loss or damage, whether directly or indirectly, suffered by Subscriber or any other party howsoever arising from or in relation to this application and the related number porting arrangements.
- h) Subscriber agrees that his/her personal data disclosed herein may be transferred to all relevant parties who shall need to have access to his/her personal data for the purpose of processing the application herein and Subscriber understands that he/she may access and/or correct any of his/her personal data.

- i) Subscriber confirms and declares that all information provided herein by him/her are accurate and correct and Subscriber shall be wholly liable for and shall fully indemnify each of HKBN and the DNO against any costs, claims, demands, liabilities and expenses resulting from his/her breach of this clause.
- j) If Subscriber requests to cancel or modify the porting application one Business day before the Requested Cut-over Time, the Subscriber would have to contact the DNO directly.

31. If Subscriber continues using the Service after the expiry of the Minimum Commitment Period of the Service Plan, Subscriber will be charged the standard monthly fee of the Service.

32. Subscriber understands that if the Service Plan is terminated, the Service included in the Service Plan will also be terminated. If Service Plan is suspended for whatever reason, the Service included in the Service Plan will also be suspended.

33. HKBN reserves all rights to amend these Terms and Conditions. Whenever there are any disputes, all decisions made by HKBN shall be final and conclusive.

#### License Agreement:

The software program and/or application program is (are) licensed to you on the terms and conditions set forth below and special terms and condition of the Service set at above, which constitutes a legal agreement between you and the HKBN. By installing or otherwise using the program, you agree to be legally bound by the terms of the agreement with HKBN. The program is protected by the copyright laws of HKSAR, international copyright treaties and conventions and any other applicable laws and regulations. The program is licensed, and not sold, and this agreement confers no title or ownership to the program or any copy thereof to you.

1. HKBN grants you the non-exclusive, non-transferable, limited right and license to use one copy of the program solely for your own personal use.
2. All intellectual property rights in and to the program and title to any and all copies thereof are owned by HKBN or its licensors, and you receive no right or interest therein other than the limited license in paragraph 1 hereof.
3. You shall not copy the program or sell, rent lease, license, distribute or otherwise transfer or make available to any other person the program, in whole or in part, or use the program or any part thereof in any commercial context, including but not limited in a service bureau, "cyber

cafe", computer gaming center or any other commercial location in which multiple users may access the program whether or not involving monetary consideration.

4. You are not allowed to use any type of process, device, codes or instructions that are designed to gain unauthorized access to the software.
5. You may not integrate, modify, decompile, disassemble, reverse engineer, or create derivative works of the software or its transmission protocols or use the software with any other software. You may not create or distribute instructions or software which modifies the software.
6. To the extent allowed by applicable law, HKBN expressly disclaims all warranties or conditions of any kind, express, implied or statutory, including without limitation the implied warranties of title, non-infringement, merchantability, satisfactory quality and fitness for a particular purpose.
7. In no event will HKBN be liable for special, incidental or consequential damages resulting from possession, use or malfunction of the program, including damages to property, loss of goodwill, computer and/or mobile device failure or malfunction and, to the extent permitted by law, damages for personal injuries, even if HKBN has been advised of the possibility of such damages.
8. Without prejudice to any other rights of HKBN, this agreement will terminate automatically if you fail to comply with its terms and conditions. In such event, you must destroy all copies of the program and all of its component parts.
9. Because HKBN would be irreparably damaged if the terms of this agreement were not specifically enforced, you agree that HKBN shall be entitled, without bond, other security or proof of damages, to appropriate equitable remedies with respect to breaches of this agreement, in addition to such other remedies as HKBN may otherwise have under applicable laws.
10. You agree to indemnify, defend and hold HKBN, its partners, affiliates, contractors, officers, directors, employees and agents harmless from all damages, losses and expenses arising directly or indirectly from your acts and omissions to act in using the program pursuant to the terms of this agreement.
11. The agreement and special terms and conditions of the Service set at above represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. It may be amended only by writing executed by other parties. If any provision of this agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the

remaining provisions of this agreement shall be unaffected. If you have any questions concerning this license, you may contact HKBN at: Hong Kong Broadband Network Limited, P.O. Box No. 73910, Kowloon Central Post Office.