

Application No.

# Now TV Contract / Application

#### Things to know before you buy:

- 1. This application ("Application") and the Now TV Service Guide set out the Now TV services and (if applicable) New Media services you have subscribed to (the "Services"), the charges, including your monthly and/or upfront charges for the Services as well as usage based and administrative charges which are payable in certain circumstances (such as for installation, moving and lost equipment) (if applicable^) and the legal entity or entities responsible for providing these Services. Your contract for Now TV services ("Contract") comprises your Application, and the prevailing version of the Now TV Terms and Conditions, Now TV Service Guide, Now TV App/Website Terms and Conditions, and any and all other additional terms and conditions of the services that you have subscribed for, and the any amendments thereto from time to time (available at nowtv.hk/terms-and-conditions).
- 2. Now TV services and content will be provided to you and can only be accessed through a compatible television connected to a Now TV Set-Top Box (charges applicable), through internet streaming via the Now Apps (e.g., Now TV App) on compatible mobile devices, and/or specific smart televisions, and/or Now TV Website on specific computer operating systems, browsers and applications. You will need to access Now TV services by using the Now Apps and Now TV Website by logging in using your Now ID and related log-in credentials. Now TV Set-Top Box rental services are available for extra charges (as set out below). Additional information about our Services and our shop addresses can be found on our website at nowtv.hk (for Now TV services) or http://now.com (for New Media services) (if applicable^) or our customer hotline at 1000.
- 3. Your Commitment Period for any Now TV services is described in your Application (Section C). You may terminate your subscription to the Now TV services (other than upfront passes/service plans/subscriptions) by giving us 30 days' prior notice through our system, and your subscription to any New Media services will be terminated at the same time. If you choose to terminate your subscription to any Now TV services before the expiry of its Commitment Period, no refunds will be made to you, and you will have to pay us any applicable early termination charges or any cancellation charges described in Section G (Miscellaneous Charges) and (if applicable) compensate us for the value of any premium received by you. We may amend or terminate your Contract with us at anytime, including changing or discontinuing any content provided at any time.
- 4. At the end of the Commitment Period of your subscription(s) to any Now TV services, you agree that we shall continue to provide such Now TV services to you, unless you terminate your subscription(s) to Now TV services: (i) if the charges of your subscription(s) have been on a monthly charge basis, we will continue to provide Now TV services on a month-to-month basis at the prevailing monthly rate published from time to time on the Now TV Apps, Now TV Website and Now TV television portal(if applicable^) if you do not submit a termination request by giving us 30 days' prior notice through our system before the expiry of your existing subscription(s); (ii) if the charges of your subscription(s) were on an upfront basis other than video on demand, Event Pass or Day Pass / 1-Day Pass and you do not submit a termination request at least 48 hours before the expiry of your existing subscription(s), we will renew your subscription(s) accordingly and charge you the applicable upfront charges for the relevant Now TV services and Now TV Pack(s)/Service Plan(s) at the prevailing upfront charges rate published from time to time on our Now TV Apps, Now TV websites and Now TV television portal (if applicable^); and (iii) if you have subscribed to Event Pass or Day Pass / 1-Day Pass (for example, 1 day or a designated time period around a sports tournament), such a subscription will not be automatically renewed unless otherwise expressly provided ;no early termination, refund or exchange will be available for any Event Pass or Day Pass / 1-Day Pass or Day Pass / 1-Day Pass or Day Pass / 1-Day Pass subscription.
- 5. Subscription to any monthly plan for any New Media services (if applicable<sup>^</sup>) will be automatically renewed on a monthto-month basis and you can terminate any such plan by giving us at least one (1) day's notice before the last day of the billing month. You may terminate any New Media services subscription through online account management at the respective New Media services' websites or our above hotline.
- 6. If the same modem (if applicable^) is used for your Now TV services eye service and/or your NETVIGATOR, you may notice an impact on your broadband speed when any two or more of these services are used at the same time. The quality of any New Media services is dependent on the quality of your internet connection, bandwidth, network quality and stability. Your personal computers and/or smartphones must meet the basic system requirements as set out in the service websites.
- 7. Now TV services may be used without a Now TV Set-Top Box, but a Now TV Set-Top Box may offer certain additional features for subscribers, including, without limitation:
  - If you do not subscribe to Now TV Service with Set-Top Box, you may watch live or on demand content on no more than two (2) compatible devices simultaneously; if you subscribe to a Now TV Service with Set-Top Box, you may watch live or on demand content on no more than three (3) compatible devices simultaneously (one of which shall be a Now TV Set-Top Box);
  - ii. Subscribers without a Now TV Set-Top Box may experience more latency and delays in viewing certain content (e.g. some live matches programmes);
  - iii. A few channels or programmes available on Now TV services may not be available for viewing in 4K unless you use a Now TV Set-Top box;
  - iv. Certain user interfaces are different between the Now Apps and the Now TV Set-Top Box;
  - v. A Now TV Set-Top Box comes with an associated physical remote control;

- Application No. vi. Now Dollars are only available to subscribers that subscribes to Now TV services with a Now TV Set-Top Box;
- vii. Subscribers to Now TV services without a Now TV Set-Top Box will not earn any Clubpoints for any spending in relation to Now TV services unless settlement of relevant charges are by designated payment methods (please contact our customer service for further details); and
- viii. A few designated content is not available for subscription unless a subscriber uses a Now TV Set-Top Box.
- 8. If a customer newly subscribes to Now TV services and selects to rent a Now TV Set-Top Box (with SD/HD/4K Connection), customer must subscribe to a 24-month or 36-month pack/service plan (excluding event pass) and pay a monthly charge of HKD38 and an installation charge of HKD980 (if applicable).
- 9. Now TV will broadcast all Premier League matches in Hong Kong exclusively on pay TV for the seasons of 2024/25 to 2027/28. Designated matches will be delivered in 4K per season. Customers are required to subscribe SD/HD/4K Connection and Now TV Set-Top Box Rental Fee together in order to view the 4K version of the channels (including matches in 4K resolution). Now TV will also broadcast LALIGA EA SPORTS matches in Hong Kong on pay TV for the coming two seasons, from 2024/2025 to 2025/2026. Please note that Now TV cannot guarantee live broadcast of all matches of each LALIGA EA SPORTS seasons. UEFA Champions League, UEFA Europa League, UEFA Europa Conference League, Bundesliga, Formula One, Australian Open and Roland Garros are provided by beIN SPORTS. Now TV will broadcast selected National Basketball Association ("NBA") games in Hong Kong on pay TV for the coming two seasons, from 2024/2025 to 2025/2026. Please note that Now TV will select the games to be broadcasted at its discretion and Now TV does not guarantee broadcast of any specific NBA game. Customers can also catch up on selected NBA games that were broadcasted live on Now Sports 641 (CH.641) and NBA TV (CH.642) through the "On-Demand" Service. All program content and matches are subject to cancellation and/or suspension by the rights holders and/or event organizers. The dates and times of all aforementioned matches and sporting events may be subject to change from time to time, please refer to official announcements by the rights holders and event organizers for the latest information. Please note that Now TV Limited cannot guarantee the continued availability of the channels, programs and services on the Now TV services for the entire duration of your Now TV subscription; and it shall not be liable for any unavailability or delay in the broadcast, of any matches and/or programming.. The "Important Information" section of the Now TV Service Guide contains other important terms of your Contract with us. Important information relating to the Now TV services (including those relating to the use and/or purchase of Now TV Apps, Now Dollars, HD Services if applicable^) is set out in Part II, Sections E, D and the section H "Other Information" respectively. Please note that we cannot guarantee the continued availability of the channels, programs and services on the Now TV services for the entire duration of your Now TV subscription. The channel line-up and programming on the Now TV Services; and hours of broadcast of any program or channel are subject to change from time to time.

^ Applicable to a subscription with a Now TV Set-Top Box only

#### SECTION B: SERVICE PROVIDERS:

- <u>Now TV Limited</u> provides Now TV services upon the Now TV Terms and Conditions and Now TV Service Guide (available at nowtv.hk/terms-and-conditions).
- <u>MOOV (Hong Kong) Limited</u> (if applicable^) provides MOOV services upon the MOOV Terms and Conditions, available at http://moov.hk and the Now TV Service Guide.
- <u>PCCW OTT (Hong Kong) Limited</u> (if applicable^) provides MEDIA services upon the MEDIA Terms and Conditions, available at http://media.now.com and the Now TV Service Guide. For easy reading, we may also refer to MOOV services and MEDIA.now.com services as "New Media services" in the Now TV Service Guide.

^ Applicable to subscription with a Now TV Set-Top Box only

SECTION G: MISCELLANEOUS CHARGES	
	CHARGES:
- Pre-activation Cancellation Charge	\$100
- Early Termination Charge	Monthly Charges (Based on Monthly Rate within Commitment Periods) x remaining months of the Commitment Period
- Additional Box – same channel list Early Termination Charge (if applicable^)	\$1500
- Moving Charge (if applicable^) - 4K Installation Charge (if applicable^)	\$680 \$980
- Change Register Fee	\$200
- Service Reconnection Fee	\$100
- Onsite Equipment Collection Service Fee	\$300

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- Charges for loss, replacement or failure to return Equipment (not applicable to Equipment sold) (if applicable^) Application No. \$1,500 (Now H1 Smart Box) \$1,000 (Now One 4K UHD All-in-One Set Top Box, HD set top box or SD set top box) \$1,000 (modem for non- NETVIGATOR customers) \$600 (SD Special Equipment) \$700 (HD Special Equipment) \$800 (UHD Special Equipment) Please call our hotline 1833 888 for details on Charges for loss, replacement or failure to replace other Equipment.

^ Applicable to subscription with a Now TV Set-Top Box only

#### SECTION I: IMPORTANT INFORMATION PART I

- <u>Now TV Limited</u> provides Now TV services upon the Now TV Terms and Conditions and the Now TV Service Guide (available at: nowtv.hk/terms-and-conditions).
- <u>MOOV (Hong Kong) Limited</u> provides MOOV services upon the MOOV Terms and Conditions (available at http://moov.hk) and the Now TV Service Guide.
- <u>PCCW OTT (Hong Kong) Limited</u> provides MEDIA services upon the MEDIA Terms and Conditions, available at http://media.now.com and the Now TV Service Guide. For easy reading, we may also refer to MOOV services and MEDIA.now.com services as "New Media services" in the Now TV Service Guide.
- <u>Club HKT Limited</u> (if applicable^) provides and manages The Club, a member loyalty program, upon its Terms and Conditions (available at https://www.theclub.com.hk/tnc) and Privacy Policy Statement (available at https://www.theclub.com.hk/policy) and such other applicable terms and conditions. Members of The Club will be awarded with Clubpoints which are proportionate to the qualifying spending for eligible HKT services (which do not include the Now TV or New Media services), and are able to receive and/or redeem various benefits. Relevant information can be found on The Club's website (https://www.theclub.com.hk).
- <u>HKT CSP Limited</u> (if applicable^) provides and manages My HKT, a customer service portal as your agent upon the General Conditions and the Privacy Policy Statement of My HKT (both available at My HKT website https://cs.hkt.com). My HKT account allows you to manage some of your service(s) subscribed with the relevant member(s) of the HKT Group or the PCCW Group (such as NETVIGATOR, Fixed Line / eye, Now TV and/or certain mobile services) through a single login at My HKT website (https://cs.hkt.com) and My HKT App (collectively, ""My HKT""), as well as HKT CSP Limited to register and manage your My HKT account on My HKT as your agent, subject to the applicable terms and conditions.

#### Things You Need to Know

- <u>Now TV CONTRACT:</u> Your contract for Now TV services ("Contract") comprises your Application, and the prevailing version of the Now TV Terms and Conditions, Now TV Service Guide, Now TV App/Website Terms and Conditions and any and all other additional terms and conditions of the services that you have subscribed for, and the any amendments thereto from time to time (available at nowtv.hk/terms-and-conditions). Capitalised terms not otherwise defined herein this Application have the meaning ascribed to them in the Now TV Terms and Conditions.
- Now TV APPLICATION: If your Application contains any missing or incorrectly entered charges that are payable by you, or if your selected options in a Now TV Pack/Service Plan in your Application is not offered by us as specified in the Now TV Service Guide or if there are any other discrepancies, then our customer service will contact you as soon as practicable to rectify such discrepancies and we will resume processing your Now TV Application when all discrepancies have been rectified. Your Application is subject to our approval (which will depend on considerations such as the provision and availability of broadband lines if applicable^). If there are any circumstances which may affect our approval of your Application (such as scarcity or lack of broadband lines if applicable^), we will contact you accordingly, otherwise, your Contract for the Now TV services (and other services under your Application) shall be deemed to form at the time when your Application is approved and accepted by us.
- <u>Now TV SERVICE INSTALLATION (if applicable^)</u>: You must allow installation of the Now TV services to be carried out and completed at the Now TV services installation address within 30 days of the date of your Now TV Application. Otherwise, we reserve the right to cancel your Now TV Application.
- CAN I TERMINATE NOW TV SERVICES?: (i) If the charges of your subscription have been on a monthly charge basis, you can terminate such subscription(s) to any Now TV services or Now TV Pack (meaning a pack or bundle of any Now TV services) or Now TV Service Plan with a Commitment Period by giving us30 days' prior notice to us by using our system; however, if you do so, all New Media services (if applicable^), other optional services and optional premiums (as the case may be) under your Now TV Contract/Application will also be terminated at the same time and you are required to pay us the Early Termination Charge and other Cancellation Charges specified for such Now TV services, Now TV Pack(s)/Service Plan(s), New Media services (if applicable^), optional services and optional premiums (as applicable). Upon termination of your subscription to all Now TV services, your subscription to New Media services (if applicable^) will also be terminated. Termination of your subscription to the New Media services (if applicable^) will not

Application No. affect your subscription to the Now TV services. For termination of your subscription to the New Media services (if applicable^), you may contact our customer service hotline or through online account management at its service website. Depending on circumstances, you may be required to pay us the Early Termination Charge and other Cancellation Charges specified for the particular Now TV services, Now TV Pack(s)/Service Plan(s), New Media services (if applicable^), optional services, optional premiums; and (where applicable) compensate us for the value of any premium received by you. Please refer to Clause 11 of the Now TV Terms and Conditions for details; (ii) If the charges of your subscription(s) were on a upfront basis, no early termination, refund or exchange will be available for such subscriptions to Now TV Pack(s)/Service Plan(s); however, please note that unless you submit a termination request to us for such subscription(s) at least 48 hours prior to expiry, such subscription(s) will be renewed and you will incur the relevant charges. Please see also the paragraph below; and (iii) If you have subscribed to Event Pass or Day Pass / 1-Day Pass (for example, one (1) day or a designated time period around a sports tournament), such a subscription will not be automatically renewed unless otherwise expressly provided; no early termination, refund or exchange will be available for such Event Pass or Day Pass / 1-Day Pass subscriptions.

- WHAT HAPPENS WHEN THE COMMITMENT PERIOD OF A SERVICE ENDS?: (i) if the charges of your subscription(s) have been on a monthly charge basis at the end of the Commitment Period of a Now TV services, Now TV Pack/Service Plan or New Media service (if applicable^), if we are unable to contact you, you do not contact us or you are undecided as to whether to renew your existing Contract, we will continue to provide that Now TV services, Now TV Pack/Service Plan or New Media service (if applicable^) to you on the terms of the existing Contract on a month to month basis until you end your subscription to such Now TV services, Now TV Pack/Service Plan or New Media service (if applicable^) by giving us at least 30 days' prior notice (or such other period we specify in your Now TV Application) by using our system; whilst we provide such the Now TV service, Now TV Now TV Pack/Service Plan to you on a monthly basis, instead of charging you at the rate payable under the preceding Commitment Period, we will charge you at the prevailing month-to-month rate published from time to time on our Now TV Apps, Now TV websites and Now TV television portal (if applicable^); you may refer to clauses 23.6 and 23.7 of the Now TV Terms and Conditions for details; for New Media Services (if applicable^), we will charge you the month-to-month rate specified in your existing Contract (if applicable^); (ii) if the charges of your subscription(s) were on an upfront basis other than video on demand, and you do not submit a termination request at least 48 hours before the expiry of your existing subscription(s) to such Now TV services and Now TV Pack(s)/Service Plan(s), we will renew your subscription(s) accordingly and charge you the applicable upfront charge for the relevant Now TV services and Now TV Pack(s)/Service Plan(s) at the prevailing upfront charges rate published from time to time on our Now TV Apps, Now TV websites and Now TV television portal (if applicable^). For example, if you have subscribed to an annual Now TV Pack and have paid an upfront annual charges, if you do not timely submit a valid termination request, we will continue to renew your annual Now TV Pack for one (1) year recurringly and charge you the applicable annual charges at the new prevailing rate until you terminate.
- <u>CAN I EXTEND THE COMMITMENT PERIOD?</u> You can extend the Commitment Period of a Now TV services, Now TV Pack/Service Plan or New Media service (if applicable^) by agreeing to an additional Commitment Period. You can also agree to replace the Contract with another new Contract upon expiry of the Commitment Period of the Now TV services, Now TV Pack/Service Plan or New Media service (if applicable^).
- <u>WHICH CONTRACT TERMS OF A SERVICE CAN BE CHANGED?</u>: We can change any and all terms and conditions of the Now TV services, Now TV Pack/Service Plan, New Media services (if applicable^) or optional services or optional premiums by publishing the changes online at the Now TV services', New Media services' (if applicable^) optional services' or optional premiums' websites optional premiums listed in Section G of the Now TV Service Guide. Please refer to clause 20 of the Now TV Terms and Conditions for details.
- <u>RETURNING EQUIPMENT TO US WHEN A SERVICE TERMINATES? (if applicable^)</u>: Unless we tell you otherwise, you are required to return our equipment to the address that we inform you at the time you terminate your subscription to the Now TV services. Please contact our customer service hotline for details on the arrangements for the return of our equipment.
- <u>MOVING HOME</u> (if applicable^): If you move your home and there is coverage of our Now TV services at your new address, we will charge you a Moving Charge. If there is no coverage of our Now TV services at your new address, we may not charge you the Early Termination Charge for the Now TV services if you choose to end your subscription to the Now TV services. However, we may charge you the other Cancellation Charges and your subscription to the New Media services will also be terminated.
- <u>BILLING</u>: You may receive separate bills for the bundled services (if any) at different dates. Depending on the sale channel through which you subscribe to Now TV services, the charges will be billed through a csl, 1010, Club Sim Postpaid, Netvigator, Now TV invoice, credit card, or specific payment, as applicable. The bills will be sent to the email address specified by you in the relevant service application.
- <u>DEPOSITS</u> (if applicable^): You shall be responsible for all charges under this Contract. Deposits paid by you will be jointly held by all our service providers who provide services to you. Deposits paid in relation to a service provided by one service provider may be used to pay outstanding charges in relation to another service provided by the same or another service provider within the PCCW group companies or used to settle the outstanding amount of any payment for the Now TV services and/or New Media services. Any remaining deposits will be refunded to you when all charges are paid at the end of the Contract or at the end of your subscription to the relevant Now TV service and/or New Media services. Please refer to clause 11.5 of the Now TV Terms and Conditions for details.
- MODEM SHARING WITH OTHER PCCW TELECOMMUNICATIONS SERVICES (if applicable^): When you are using a NETVIGATOR modem for more than one service using the same transmission bandwidth or path and the combined bandwidth requirements of the services are higher than the transmission bandwidth you have subscribed to, the bandwidth available when using the NETVIGATOR Services will be reduced.

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^ Applicable to subscription with a Now TV Set-Top Box only

### SECTION J: IMPORTANT INFORMATION PART II

#### ITEM A CUSTOMER DETAILS

- <u>Now ID and Correspondences:</u> The mobile number or email address that you have provided will be used to us to set up a Now ID to provide you with Now TV services and to send your correspondences regarding Now TV services. Please see Section L of this Application below.
- Now TV service Installation Address (if applicable^): The Now TV service installation address will be used by us as the correspondence address.

#### **ITEM B CONTRACT TERM**

 <u>Commitment Period (Applicable for Current Now TV Pack(s)/Service Plan(s)</u>, <u>Optional Service(s)</u>, <u>Premiums</u> <u>and/or Value Added Service(s)</u>) where the Charges are Charged on a <u>Monthly Basis</u>): this is the Commitment Period which you agree to subscribe to the Now TV services. This automatically applies to the optional services, premiums and/or Value Added Service(s) selected under your Now TV Application. This does not apply to New Media services (if applicable^). The Commitment Period is calculated as follows:

#### a. Commencement Date falls on the 1st day of the Billing Cycle

In respect of customers who subscribe to Current Now TV Pack(s), optional services, premiums and/or any Value Added Service(s); and the Commencement Date for such pack(s) or service(s) falls on the 1st day of the billing cycle, then the first and second months of the Commitment Period for such pack(s), are deemed to start from the Commencement Date and continues up to and including the next bill cut date (even if such period is less than 60 days); and the first month of the Commitment Period for such period is less than 30 days). The monthly subscription charges in respect of the first and second months for such pack(s) and the first month for such service(s) will be charged on a pro-rata basis. Thereafter the Commitment Period continues for the next 4, 10, 16, 22 or 28 calendar months for such pack(s), and 5, 11, 17, 23 or 29 calendar months for such service(s) (depending on whether the Commitment Period is for 6, 12, 18, 24 or 30 months respectively).

#### b. Commencement Date falls on the 2nd or subsequent day of the Billing Cycle

In respect of customers who subscribe to Current Now TV Pack(s), optional services and/or any Value Added Service(s); and the Commencement Date for such pack(s) or service(s) falls on the 2nd or subsequent day of the billing cycle, then the first month of the Commitment Period for such pack(s) and/or service(s) is deemed to start from the Commencement Date and continues up to and including the next bill cut date (even if such period is less than 30 days) and the monthly subscription charges in respect of the first month will be charged on a pro-rata basis. Thereafter the Commitment Period continues for the next 5, 11, 17, 23 or 29 calendar months (depending on whether the Commitment Period is for 6, 12, 18, 24 or 30 months respectively).

# <u>Commitment Period for Now TV Pack(s)/Service Plan(s) where the Charges are Charged on an Upfront Basis</u> <u>(other than Video on Demand):</u>

The Commitment Period will be for the duration set out at the time of your subscription to such Now TV Packs(s)/Service Plan(s) and paid the relevant upfront charges. No early termination, refunds or exchanges will be allowed.

- <u>Target Installation Date (if applicable^)</u>: This is the target date which we will conduct installation of the Now TV services (if applicable) at the Now TV service installation address and may be subject to change. The installation date shall be the actual date the Now TV services are installed at the Now TV service installation address.
- <u>Target Commencement Date</u>: The Commencement Date shall be the actual date when you successful subscribe to the Now TV services; or will be made available at the Now TV service installation address (if appliable^).
- For the avoidance of doubt, unless this is an Application for renewal of your existing now TV Services, this Now TV Contract/Application may not replace or terminate, and may be read together with, your existing Now TV Contract(s) for subscription(s) that has not expired.

#### ITEM C CERTAIN NOTES ON NOW TV SERVICES AND NOW TV NOW TV PACK(S) / SERVICE PLAN(S)

- Customers who have subscribed to the Channel Pack, Premium Channel, Flexi Combo Offer, Fixed Combo, Premier Combo, Pass and/or any Now TV Pack as specified by us from time to time (each a "Current Now TV Pack") cannot subscribe to any other Now TV Packs, channels, combos, pass and/or offers which are not Current Now TV Packs.
- New customers must subscribe to at least two (2) Now TV Packs before they can subscribe to any Premium Channel(s). Customers who have subscribed to Premium Channel(s) and wish to terminate their subscription to any Now TV Packs (a Special Pack or Pack under the NETVIGATOR Now TV SERVICES BUNDLE is considered a Now TV Pack if applicable^) within their Commitment Period, have to ensure that they subscribe to at least 2 Now TV Packs at all times in order to continue with their subscription to the Premium Channel(s). Customer's subscription to any Premium Channel(s) will be terminated if he/she fails to subscribe to at least two (2) Now TV Packs. All channels available in the Now TV Packs are set out in the Now TV Services Menu (Channel Pack).
- New customers may subscribe to the Now TV Pack(s) from the Now TV Services Menu (Channel Pack/Flexi Combo Offer/Fixed Combo/Fixed Combo for Selected Customers Only).

- Application No. Subscribers can view the selected channel and selected on-demand channel clips on the Now TV App service. For the list of channels and video clips available on the Now TV App service, please refer to the "Channel" and "On-Demand" sections on the Now TV App service.
- Now Record service (if applicable^) is available for designated channels. Subscribers are entitled to use the Now Record service to make requests to record certain programs on these channels only if they subscribe to the specified channel(s)/pack(s)
- Selected existing Now TV customers may subscribe to any Now TV Pack(s) and/or Premium Channel(s) from the Now TV Service Menu (Channel Pack). Premium Channel(s) is/are only available for selected customers who subscribe to or have subscribed to at least two (2) Now TV Packs. All channels available in the Now TV Pack(s) are set out in the Now TV Service Menu (Channel Pack).

#### **ITEM D OTHER CHARGES**

Unless otherwise specified, all currency references are in Hong Kong dollars.

#### Now TV Installation Charge (if applicable^):

The Now TV installation charge of \$230 will be waived for new customers who subscribe to a Pack/Service Plan with a 3, 6, 12, 18, 24 or 36 month Commitment Period.

#### SD / HD / 4K Connection and Set-Top Box Rental Fee:

All customers are required to pay a monthly SD/HD/4K and Set-Top Box Rental Fee charge (unless waived) for SD/HD/4K connection and Set-Top Box Rental service. If you use Now TV set-top box to receive the Now TV services, 4K connection service and 4K content are only available to you if your Now TV installation address has HKT the network coverage and where the Now TV services can be connected to such the network. If you have subscribed to the HD/4K Connection and Set-Top Box Rental Service, please note that the picture quality and/or transmission of certain programmes on the Now TV services will be affected by many factors including the network coverage, quality and specifications of the content provided by third parties, the specifications of Now TV equipment, your mobile devices, equipment and network bandwidth. The quality of video is subject to your network conditions. Please also note that only designated channels and programmes are available in 4K and some are not available for viewing in 4K on Now Apps (e.g.: Now TV App. If a customer does not subscribe to the relevant channels or programmes, customer will not be able to receive any 4K content from such channel or programmes on the Now TV services notwithstanding that such customer may have subscribed to the 4K connection service.

HD/4K content is only available to the customers who have successfully subscribed to the SD/HD/4K Connection and Set-Top Box Rental Service and subscribed to the designated HD/4K version of the channels or channel packs. Customers can view the HD/4K version of the channels that they have subscribed to (where available). The following channels are currently available in HD: CH102, 105, 108, 111, 112, 113, 114, 115, 116, 133, 138, 139, 155, 156, 208, 209, 210, 211, 212, 213, 215, 216, 217, 220, 221, 222, 223, 316, 320, 330, 331, 332, 333, 440, 443, 460, 502, 510, 512, 517, 525, 526, 527, 528, 529, 541, 542, 620, 621, 622, 623, 624, 625, 626, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 642, 643, 644, 645, 646, 668, 670, 671, 674, 679, 680, 681, 683, 684, 713, 714, 901 and 903. The following channel is currently available in 4K: CH218, CH611 and 612 and 613.

The number of HD/4K channels may be adjusted from time to time. Please contact us for the latest information.

Customer can terminate his SD/HD/4K Connection and Set-Top Box rental Service before the end of its Commitment Period by giving at least 30 days' prior written notice to us but he has to pay early termination charges equivalent to the remaining charges payable under such plan for the period from the date of termination up to the expiry of the Commitment Period.

#### Now One 4K UHD ALL-IN-ONE SET TOP BOX (if applicable<sup>^</sup>)

Terms and Conditions: Now One 4K UHD All-in-One Set Top Box Terms of Use, available at nowtv.hk.

#### Now One 4K UHD All-in-One Set Top Box (if applicable^)

If a customer's subscription to the Now TV services is terminated, he/she will not be able to use any functions of or access any Now TV services through the Now One 4K UHD All-in-One Set Top Box.

#### Now H1 Smart Box (if applicable^)

Terms and Conditions: Now H1 Smart Box Terms of Use is available at www.nowtv.hk/terms-and-conditions.

#### TV Recording Service (if applicable^)

Terms and Conditions: TV Recording Service Terms and Conditions, available at nowtv.hk.

#### TV Recording Service & Hard Disk Drive (if applicable^)

- If a customer's subscription to the Now TV services is terminated, he/she will not be able to use any functions of or access any Now TV services through, the Now 500GB Hard Disk Drive and WD 1TB My Passport Hard Disk Drive.
- The TV Recording Service can only be used when the Now One 4K UHD All-in-One Set Top Box or a specified set-top box model is connected to a compatible hard disk drive. Customers' use of the TV Recording Service is subject to the TV Recording Service Terms and Conditions. Customers who wish to terminate their subscription to the TV Recording Service shall provide no less than 30 days written notice to Now TV Limited. For further details relating to the TV Recording Service, please refer to the "TV Recording Service Terms and Conditions".
- For the warranty of the WD 1TB My Passport Hard Disk Drive, please visit the VST VCARE website: <u>http://www.vst.com.hk/vcare/</u>
- VST COMPUTERS (H.K.) LIMITED will provide a warranty of 3 years for the WD 1TB My Passport Hard Disk Drive. Part of the capacity of the WD 1TB My Passport Hard Disk Drive is used for the device driver and Control Live function. As such, there will be less than 1TB for recording programs. Now TV Limited will not accept any return of or replace, any goods sold; and disclaims any liability relating to the quality and performance of the goods.

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### ITEM E Now Dollars (if applicable^)

- Unless otherwise specified by us, the validity periods of Now Dollars of \$100 value, \$200 value and \$300 value are 1, 3 and 6 months respectively. Such validity period starts from the date of your purchase. All unused Now Dollars cannot be used after the expiry of its validity period.
- Customers cannot exchange Now Dollars for cash, nor use them for anything other than for paying to view On Demand pay-per- view service programs, including programs in Now Video Express First (Ch.106) and AV PPV (Ch.900).

# ITEM F OPTIONAL PREMIUMS

## Service Description / Entitlements:

- Optional Premiums refer to premiums, coupons or waiver of channel subscription charges for certain months.
- Customer must pay for all Charges for optional premiums by credit card.

# ITEM G MISCELLANEOUS CHARGES

- Cash Deposit (Applicable to customers paying by cash):
- Customers who subscribe to any Pack/Service Plan (with no optional premium), may choose to pay their monthly channel subscription charges for the Now TV services by cash and must pay a Cash Deposit of \$800 or \$500 (applicable to customers whose monthly channel subscription charges for the Now TV services are between \$250 to \$500, between \$180 to \$249 respectively); or \$300 (applicable to customers whose monthly channel subscription charges for the Now TV services less than \$180 or customers who subscribe to the Additional Box same channel list Pack/Service Plan). Customer agrees that upon termination or expiry of his subscription to the Now TV services, the Cash Deposit will be used to settle outstanding charges before the refund of any remaining amount is made to him.
- Early Termination Charge:

Monthly Charge (based on Monthly Rate with Commitment Period) x remaining months of the Commitment Period. Additional Early Termination Charges may apply to optional services. Not applicable to upfront charge packs/ service plans.

- Moving Charge (if applicable^): A Moving Charge of \$680 will be charged per account/per relocation.
- Change Register Charge:

A Change Register Charge of \$200 will be charged for each change of name for each account except where the change is required for a deceased customer.

- Credit Card Advance Payment (for customers paying by credit card): Customer who wishes to pay the Charges by credit card, will have to pay the first month's channel subscription fee before commencement or installation (if applicable^) of the Now TV services. Other Charges will be charged in the next bill.
- Credit Card Payment for subscription to Now TV services without Set-Top Box and Now TV Pack(s)/Service Plan(s) purchased via Now TV website (nowtv.hk) or (<u>https://nowplayer.now.com/</u>) ("Now TV Website Service Plan(s) (without Set-Top Box)"): : We (Now TV Limited) accept payment by credit card (VISA/Mastercard). All payments are handled by a secure payment gateway. If a transaction fails, please check with your credit card's issuing bank. Please also ensure your credit card has at least three months' validity period remaining at the time of making payment. If you choose the credit card payment method, you will be redirected to a secure online payment website operated by AsiaPay Limited. We will not collect any credit card information except for the first six digits and the last four three or four digits of your credit card number, which will be used for purposes of customer care and handling enquiries. All subscription charges are payable in advance and usage charges will be payable in arrears. No refund will be made for any charges paid in advance for any Now TV service plans, packs, combos or passes. Please refer to Now TV confirmation email of subscription for payment details
- Third-party billing for subscription to Now TV Website Service Plans (without Set-Top Box) : You can also choose to pay by opting for Direct Carrier Billing, a billing service for designated personal customers subscribing to 1010/cs service plans (excluding primary and secondary student SIM plans, personal-named business plans and prepaid cards). This service enables us to bill you via your 1010, csl or Netvigator monthly bill for Now E charges you incur. Please refer to the Direct Carrier Billing Service Terms & Conditions (available for viewing at 1010 official website or csl official website).
- 4K Installation Charge (if applicable^):
   4K Installation Charge of \$980 will be charged per account.
- Onsite Equipment Collection Service Charge (if applicable^): Customers can choose to return their Now TV service equipment to our designated service centres or request for onsite collection of the service equipment from their Now TV installation address by our staff, upon termination of their Now TV subscriptions. Please note that a service charge of HK\$300 will be charged for onsite collection of service equipment.

#### ITEM H OTHER INFORMATION

Now Player Junior App: It is only available to Now TV customers who have subscribed to the Junior Pack. Only
designated channels/programs can be viewed on Now Player Junior App. Please refer to the Now Player Junior Terms
and Conditions (available for viewing at Terms and Conditions under "Service Notice" in the Now Player Junior App).
Please note that your access to any programme, channel and/or content on the Now Player Junior App can be
terminated at anytime without prior notice. The Now Player Junior App can only be used on mobile devices with operation

system versions of iOS 7.0 or above and Android 4.0 or above.

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- PREMIUM PACKAGES AND OPTIONAL PREMIUMS: All third-party products in premium packages and optional premiums are only available while supplies last and are non-redeemable for cash or other benefits. Please refer to the manufacturer's warranty statement included with the product for a detailed explanation of the product warranty terms applicable to a particular product.
- REDEMPTION PROCEDURE IN PREMIUM PACKAGES AND OTHER PREMIUMS: We will send a redemption letter by mail to your installation address approximately 4-6 weeks after the completion of the Now TV service installation (if applicable^); or we will send a redemption message / letter by SMS / email to your correspondence mobile number / email address for Now TV services approximately 4-6 weeks after the completion of the Now TV service activation. You are required to redeem the product at a designated address during the redemption period in accordance with the redemption letter.
- For Now Apps : Now Apps (e.g.: Now TV App) can only be used on mobile devices with specific operating systems, browsers and/ or applications. Please refer to the FAQ in the Now TV App/website for details.
- Now TV CUSTOMER SERVICE: You may call our customer service hotline at 1833 888 (General enquires: 9AM to 9PM, Technical enquiries: 9AM to 12AM) or send your email to <u>cs@now-tv.com</u>.
- OUR SERVICE WEBSITES: The following are websites of the Now TV services and New Media services referred to in this Contract: Now TV services:nowtv.hk/terms-and-conditions MOOV: http://moov.hk MEDIA.now.com:http://media.now.com (if applicable^)

^ Applicable to subscription with a Now TV Set-Top Box only

#### SECTION L: Now ID

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I hereby apply to Now TV Limited to register for "Now ID"<sup>1</sup>, using the information I have provided in this application, and agree to be bound by the Terms and Conditions of "Now ID"<sup>2</sup> and the Privacy Policy Statement. I agree that the Now ID may be disclosed to members of the Group (being HKT Limited, PCCW Limited and their respective subsidiaries, affiliates and associated companies) for purposes related to the provision of the services I am subscribing to or registering for and other relevant services. I agree that the mobile number or email address below will be registered as a "Now ID" login mobile number or email address. I understand that a verification email or SMS<sup>5</sup> will be sent to the mobile number or email address below; and that my HKID/passport/BR number (if applicable^) as well as my existing "Now ID" password (if applicable^) will have to be entered in the verification system in order to verify my identity.

Mobile Number or Email Address (will be used as your Now ID):

- 1. Now TV Limited reserves the right to accept or reject the above application.
- 2. A "Now ID" can connect only to one Now TV account. If the above mobile number or email address (if applicable^) provided by you has already been registered for a "Now ID" and connected to another Now TV account, the above application for a "Now ID" will be rejected and the existing "Now ID" will not be connected to the Now TV account that you have applied for in this application form. If you want your existing "Now ID" to connect to another Now TV account, please visit nowtv.hk/support/nowid/faq or contact Customer Service Hotline at 1833 888. Terms and Conditions for "Now ID" can be viewed at <a href="http://now.com/images/html/service/regtnc.html">http://now.com/images/html/service/regtnc.html</a>.
- 3. Content on Now TV services is restricted to a subscriber who have registered for a designated login ID (which is currently a "Now ID" account). You may only access such Content by using your Now ID and your login credentials (such as passwords or other available authentication methods (if any)).
- 4. Account and Security: You may only register with us if you are age 18 or above. By registering with us, we will create an account for you (the "Account"). Your Account will enable you to access different Services (as defined below) and to conduct different transactions within or through these Services. You will have access to your Account by providing a login ID recognized by us (with relevant password) or, at our discretion, through a new login ID created for the Account. You are responsible for maintaining the confidentiality of your access information and for controlling access to your Account and the computer through which you access your Account. You shall be responsible for all activities that occur under your Account whether or not the activities are conducted by you. You agree to inform us immediately if you become aware of any unauthorized use of your login ID and password or your Account, or you have any reason to believe that your password has become known to anyone else, or if your password is being, or is likely to be, used in an unauthorised manner. Now TV Limited shall not be liable for any damage or loss arising from your Account being hacked into or information stolen from your Account (including Now ID, mobile number, email address, password and other personal information).
- 5. You must click on the verificcation link sent to you at the email address (if applicable^) provided by you above and activate the "Now ID" applied for within 45 days; failing which your application for "Now ID" will be cancelled.

^With Set-Top Box Subscriber have to provide email address and HKID/passport number for Now ID creation

<sup>^</sup> Applicable to subscription with a Now TV Set-Top Box only

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#### SECTION M: The Club and My HKT (if applicable^)

As a registered user of our The Club service, you may continue to enjoy the benefits and convenience brought to you by The Club.

As a customer of the services you have subscribed to under this Application ("Services"), you will automatically become an user of My HKT service ("My HKT") (provided and managed by HKT CSP Limited, which is a subsidiary of HKT Limited). By signing this Application, you understand and agree to: (a) the terms and conditions of My HKT and the respective Privacy Statement of the HKT Group and the PCCW Group (which can be viewed at www.cs.hkt.com, www.hkt.com/legal/privacy.html and www.pccw.com/legal/privacy.html respectively); and (b) appoint My HKT as your agent to access on your behalf any or all your services accounts with the HKT Group and the PCCW Group from time to time to facilitate (i) the activation of your My HKT account; and (ii) your use of, and our support of the various functions in My HKT, the Services and such other relevant services you may have with the HKT Group and the PCCW Group. Your following email address and mobile number will be used as your contact (including the said email address as your login ID) in relation to My HKT.

Email Address / Login ID: \_

Mobile Number:

If you are unable to provide both a valid email address and a mobile number, My HKT account will not be created. If you are only unable to provide a valid email address, Club HKT Limited will assign an email address to you, as your login ID for The Club registration. Please call The Club hotline 183 3000 to retrieve such login ID.

Applicable to subscription with a Now TV Set-Top Box only

#### SECTION N: PERSONAL INFORMATION COLLECTION STATEMENT

Please note that the fields of information marked with asterisks or as mandatory in any form (if any) must be provided before we can provide you with the subscribed service(s). You may choose not to provide the optional information (i.e. the fields not marked with asterisks or as mandatory) but your user experience will be affected if we do not have the relevant information to offer you with enhanced and personalised services.

The personal data and other information that you provided and other information collected, generated and/or compiled by us about you from time to time subsequently (collectively, "Data") will be collected, used and retained by Now TV Limited and the relevant service provider(s) of the service(s) you are subscribing to, namely Now TV Services, The Club and My HKT and other relevant services (collectively, "Services"), being one or more of the members of the Group (being, HKT Limited, PCCW Limited and their respective subsidiaries, affiliates and associated companies)(HKT Limited is a company incorporated in the Cayman Islands with limited liability), including but not limited to Hong Kong Telecommunications (HKT) Limited, CSL Mobile Limited, Now TV Limited, Moov (Hong Kong) Limited, PCCW OTT (Hong Kong) Limited, eSmartHealth Limited, HKT Education Limited, Club HKT Limited, HKT CSP Limited, HKT Payment Limited, HKT Flexi Limited and HKT Advance Limited (as the case maybe), in accordance with the requirements of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) and other applicable laws, rules and regulations.

The details of the collection, compilation, retention, use, disclosure and processing of the Data and any further information about the Services are set out in the applicable terms and conditions of the Services, this Personal Information Collection Statement, the Privacy Statement of the HKT Group (www.hkt.com/legal/privacy.html) and/or the Privacy Statement of the PCCW Group (www.pccw. com/legal/privacy.html).

The Data may be disclosed to, used or retained by other members of the Group, their respective agents (including debt collection agent) and business partners for purposes related to the provision of the Services and other purposes to which you have consented at any time. We may also be ordered by regulatory bodies, government authorities and courts of law in different jurisdictions to disclose the Data in order to comply with legal obligations and duties imposed on us.

<sup>%</sup>Where cookies are used to collect Data about visitors: Our websites and apps use cookies or similar tracking tools on your machine or device in order for us to, for example, personalise your user experience and/ or maintain your identity across multiple webpages and/or Internet sessions. Our websites and apps are initially set up to accept cookies. You can opt-out of or delete historical cookies by changing the settings on your web or mobile browsers; however, if you do so, you may find that certain features on our websites and/or our apps do not work properly.

Subject to your rights indicated by marking in the relevant box or leaving it unmarked, we may use your Data (including, without limitation, your name, contact particulars, service usage, subscription details, location data and other customer profiling data), for the purpose of direct marketing, including sending to you notices and/or updates about gifts, discounts, privileged offers, benefits and promotions related to the Services as well as other products and/or services, including without limitation: TV, telecommunications, over- the-top (OTT) services, content services, mobile voice, SMS and data communications, IDD/roaming, Internet connectivity, cloud services, electronic/mobile payment, entertainment, secretarial services, personal assistant services and information services (such as weather, finance and news information), device accessories, mobile devices and accessories, keyboards, security installations and software (including notebooks, handsets, mobile devices and accessories, keyboards, security installations and mobile applications), reward, loyalty and privilege programs, lifestyle, networking events, travelling, banking, alcohol, sports, music, gaming, transportation, household products, food and beverages, finance, insurance, wealth management services and products, pensions, investments, brokering, financial advisory, credit and other financial services and products, education, health and wellness, beauty products and services, fashion and accessories, electronics, social networking, technology, e-commerce, digital assets and related offerings and services, logistics, retail, home and decor, media and high-end consumer products and services.

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I object to the proposed use of my Data for direct marketing as stated above by the following entity(ies)/services:

With your consent, Club HKT may use your Data (including your name, contact information, device-related information, products and services portfolio information, usage, location data, transaction and billing-related pattern and behaviour and demographic data and related derived data) to send you direct marketing communications and for related purposes. Direct marketing communications may be carried out in a variety of ways (such as in the form of a letter, bill insert/message, email, digital SMS, MMS, instant message, app push notification, targeted TV message, broadcast message on eye device, by telephone, targeted and/or personalized social media or advertisements on websites or other means).

With your consent, Club HKT may also provide your Data (including your name, contact information, device-related information, products and services portfolio information, usage, location data, transaction and billing-related pattern and behaviour and demographic data and related derived data) to:

(a) our Group Entities; and

(b) merchants, advertising, marketing and media service providers, data insight solution providers and/or other third parties who offer or market the types of products and services specified below, and operators or facilitators of reward, loyalty and/or co-branding programmes (""marketing partners""), for them to send you direct marketing communications by the means as specified above and for related purposes. Club HKT may receive remuneration for providing Data to Group Entities and/or marketing partners.

Club HKT Limited, Group Entities and Marketing Partners (Note: this option is only relevant if you have not registered as a member of The Club or a user of My HKT before subscribing to the Services)

You have a right to withdraw your consent to the use of your Data for direct marketing purpose (if given) at any time. You are also entitled to access, correct or enquire about your personal data being held by us. For any such request, please do so by writing to the HKT Group's Group Data Protection Officer (GPO Box 9896 or privacy@pccw.com) and/or the PCCW Group's Group Data Protection Officer (GPO Box 9872 or privacy@pccw.com).

# By subscribing to or registering for the Services, I agree to the contents of the above Personal Information Collection Statement.

<sup>%</sup>Special terms only applicable to subscription(s) to Now TV services purchased through Now TV Website (<u>www.nowtv.now.com</u> or <u>https://nowplayer.now.com/</u>).

#### SECTION O: CUSTOMER'S AGREEMENT

I apply to you, Now TV Limited for the supply of the services subscribed for in this Contract. The Now TV services are supplied under the terms of this Application and the prevailing version of the Now TV Terms and Conditions, Now TV Service Guide and Now TV App Terms and Conditions, which can be viewed and downloaded at nowtv.hk/terms-and-conditions. MOOV services (if applicable^) are supplied by Now TV Limited under the terms of this Application, the Now TV Service Guide and the MOOV Terms and Conditions which can be viewed at http://moov.hk. MEDIA.now.com services (if applicable^) are supplied by Now TV Limited under the terms of this Application, the Now TV Service Guide and the MEOIA Terms and Conditions which can be viewed at http://moov.hk. MEDIA.now.com services (if applicable^) are supplied by Now TV Limited under the terms of this Application, the Now TV Service Guide and the MEDIA Terms and Conditions which can be viewed at http://media.now.com. A copy of these terms and conditions were also made available to me by your sales representative. I agree to be bound by the terms when this Application is accepted by Now TV Limited. I agree to pay the charges for the service(s). I agreed that where applicable, unless I terminate the service(s) in accordance with the applicable terms, you may charge the applicable charges to my stored payment method on a recurring basis. I have attained the age of 18 and all information provided by me is up-to-date, complete, true and correct.

^ Applicable to subscription with a Now TV Set-Top Box only