## The terms and conditions relating to "KKBOX Lossless Quality Plan"

- 1. KKBOX service is a music playback service. Upon successful application, customer may use KKBOX by searching for and downloading the software application (Apps) of KKBOX (the "KKBOX Apps") from Google Play or App Store.
- 2. (Applicable to non-designated customers) Customers may subscribe for standalone KKBOX Lossless Quality Plan (at \$116 per month). To cancel subscription, please call 3Customer Services Hotline / SUPREME Hotline at least seven days prior to the thencurrent statement cutoff date of service.
- 3. (Applicable to HTCL's designated service plans and/or customers) Customers may subscribe for KKBOX Lossless Quality Plan as an engagement for its value-added service contract and to sign up for a fixed contract term of 12 months to enjoy the preferential monthly service fee (at \$88 per month ) and the first 1-month fee waiver . The above promotional offers cannot be used in conjunction with any other promotional offers. KKBOX Lossless Quality Plan will continue to be provided at standard monthly service fee of \$116 upon expiry of the designated contract period unless the customer terminates the service by calling 3Customer Services Hotline / SUPREME Hotline at least seven days prior to the expiry of the contract period. HTCL reserves the right to change the content, terms and conditions of the above offer at any time without prior notice. If customer terminates KKBOX Lossless Quality Plan prior to expiry of the applicable contract period, the customer agrees to pay to HTCL an early termination charge equivalent to themonthly services fees multiplied by the number of months remaining of the minimum contract period of the subscribed for services.
- 4. KKBOX Lossless Quality Plan service are channels chargeable for fixed monthly service fees. Even if the customer is to actually use this Service for less than a month, the applicable monthly service fee shall still be payable by the customer in full but not refundable at all on any pro-rata basis. Once the customer has confirmed its subscription for KKBOX Lossless Quality Plan, the service fee shall automatically be chargeable on a monthly basis.
- 5. KKBOX Lossless Quality Plan shall only be applicable to the 3G, 4G LTE and 5G mobile customers of HTCL but not any prepaid SIM card customers.
- 6. KKBOX Lossless Quality Plan is applicable to the operation system of iOS and Android or computer. For details, please visit https://www.kkbox.com/hk/en/download.
- 7. When the customer is to download the KKBOX Apps through the data network, the relevant data transfer fee shall additionally be charged by HTCL. If the customer is to download the KKBOX Apps and/or use KKBOX Lossless Quality Plan overseas, it may be required to pay separately the relevant data roaming fee.





- 8. If, at the time of or after subscribing for KKBOX Lossless Quality Plan through HTCL, the customer is also to apply or subscribe for KKBOX Lossless Quality Plan through any other way for whatever reasons and results in any extra fee or loss therefrom, HTCL shall not in any event be responsible for any such extra fee or loss.
- 9. To terminate KKBOX Lossless Quality Plan, customer must notify HTCL by calling the 3Customer Services Hotline 1033/ SUPREME Hotline 31668866 not less than seven days before the then current statement cutoff date of KKBOX Lossless Quality Plan. Termination of KKBOX Lossless Quality Plan shall forthwith become effective as from HTCL's receipt of the termination notice from the customer or customer can continue to use KKBOX Lossless Quality Plan until the next payment due date of the monthly fee (as the case may be), and the service fee payable for such relevant month shall not be refundable at all on any pro-rata basis.
- 10. Once the customer has confirmed its subscription for KKBOX Lossless Quality Plan as an engagement for a value added service contract, such service shall not be exchanged for another value-added service package of the same or different value during the relevant contractual term.
- 11. The content of KKBOX Lossless Quality Plan shall be provided by a third party supplier, namely KKBOX Hong Kong Limited. The content of KKBOX Lossless Quality Plan may change without any prior notice. HTCL shall not be responsible for any liability incurred from or in connection with the content, the downloading of the KKBOX Apps and/or use of KKBOX Lossless Quality Plan (including but not limited to the accuracy of the information provided by the third party supplier, and any fees, expenses, losses and damages incurred from or caused by the downloading of the KKBOX Apps and/or use of KKBOX Lossless Quality Plan by the customer or any other persons). HTCL shall have the final discretion as to any dispute in all respects in relation to this Service.
- 12. Once the customer has successfully subscribed for KKBOX Lossless Quality Plan, it shall be subject to the terms and conditions relating to the service as contained herein, and shall also be subject to the 3G, 4G LTE and 5G Service Terms and Conditions of HTCL which can be found on HTCL's website http://www.three.com.hk/ or <u>http://www.supreme.vip/</u>  $\rightarrow$  Terms & Policies  $\rightarrow$  3G, 4G LTE and 5G Service Terms and Conditions. If there is any conflict between the terms and conditions relating to KKBOX Lossless Quality Plan as contained herein and the 3G, 4G LTE and 5G Service Terms and Conditions of HTCL, the former shall prevail.
- 13. Customer gives consent for HTCL to provide his mobile number to the content provider for service activation and provision. For details, please visit http://www.kkbox.com  $\rightarrow$  Privacy Policy.
- 14. Should there be any inconsistencies between the Chinese and English versions of these terms and conditions, the English version shall prevail.



