

Terms & Conditions of Disney+ Service Plan:

1. Disney+ Service Plan (this “Plan”) is governed by Hong Kong Broadband Network Limited (“HKBN”)’s General Terms and Conditions ([hkbn.net/tnc/en/general.html](https://www.hkbn.net/tnc/en/general.html)), Disney+ Subscriber Agreement (<https://www.disneyplus.com/en-gb/legal/subscriber-agreement>) and the terms and conditions stated herein. Any subscriber of this Plan shall hereinafter be referred to as “Subscriber”. Subscriber understands that HKBN is not the content provider of Disney+, Subscriber will need to create a Disney+ account or log into an existing Disney+ account (if applicable), complete the activation of Disney+ service, and agree to and accept Disney+ Subscriber Agreement in order to enjoy the Disney+ service. Subscriber must be 18 years of age or older to subscribe to Disney+ service. Subscriber’s Plan is subject to the special terms and conditions of the relevant HKBN service that may be in effect from time to time. Subscriber agrees to be bound by these respective terms and conditions. Without prejudice to other services and service plans provided by HKBN, if there is any conflict between the Disney+ Subscriber Agreement, this Terms & Conditions of Disney+ Service Plan, or any other special terms and conditions of the relevant HKBN service and HKBN’s General Terms and Conditions, the Disney+ Subscriber Agreement shall prevail, except with respect to any terms and conditions herein specific to the provision of this Plan by HKBN. For the purpose of this Plan and except with respect to any terms and conditions herein specific to the provision of this Plan by HKBN, the documents shall be construed in the following descending order of precedence:
 - (a) Disney+ Subscriber Agreement;
 - (b) Terms & Conditions of Disney+ Service Plan;
 - (c) Any other special terms and conditions of the relevant HKBN service; and
 - (d) HKBN’s General Terms & Conditions.
2. HKBN will provide Subscriber’s information as reasonably necessary to The Walt Disney Company (Hong Kong) Limited in order to activate the Disney+ service. Once Subscriber’s Disney+ account is activated, his/her use of Disney+ service and the Disney+ app, including the features and functionality contained therein, will be subject to the Disney+ Subscriber Agreement.
3. By joining this Plan, Subscriber agrees to the disclosure of his/her personal data in the manner set out in Disney+ Subscriber Agreement and this Terms & Conditions of Disney+ Service Plan. For further information about how HKBN handles Subscriber’s personal data, please visit the Personal Data and Privacy Policy Statement available on https://www.hkbn.net/tnc/en/HKBN_PPS_ENG.pdf. For Disney+’s Privacy Policy, please visit <https://www.disneyplus.com/legal/privacy-policy> and <https://www.disneyplus.com/legal/supplemental-privacy-policy>.
4. Subscriber must commit to this Plan for a designated contract period (“Minimum Commitment Period”). If Subscriber terminates this Plan within the Minimum Commitment Period for whatever reasons, Subscriber shall pay the total amount of the monthly fees payable for the remaining Minimum Commitment Period to HKBN as liquidated damages (if applicable).
5. Subscriber understands that the start date / effective date of this Plan cannot be altered after the confirmation of this Plan registration.
6. HKBN will send an email notification about Disney+ service activation to Subscriber’s registered email address on the start date / effective date of this Plan. To activate Disney+ service, Subscriber must complete the activation by creating a Disney+ account (or log into an existing Disney+ account (if applicable) and entering required information at Disney+ website through the designated activation link provided by HKBN per instruction stated in the email notification.
7. If Subscriber has an existing Disney+ account, Subscriber can link it to the Disney+ service of this Plan during Disney+ service activation. To avoid duplicated subscription and charge, Subscriber can review/manage subscription on the ‘Account’ page. For any queries regarding billing with Disney+ for the existing Disney+ account please contact Disney+ customer service

- directly. If Subscriber has an existing Disney+ subscription through a third party, he/she must also manage that subscription directly via the third party.
8. After successful Disney+ service activation, Subscriber must download and successfully install the Disney+ App from Google Play or Apple App Store to use the Disney+ service; or visit the Disney+ website online.
 9. The Disney+ service of this Plan can be only activated once. The activation link will become invalid after successful activation.
 10. All start date / effective date, expiry date, contract period and charge related to this Plan must refer to the Plan details provided by HKBN, and have no relation to the actual Disney+ service activation date. To get the full benefit of Disney+ service under this Plan, please activate the Disney+ subscription immediately by following the activations steps provided.
 11. If Subscriber continues this Plan upon the expiry of the Minimum Commitment Period, Subscriber shall be charged the then current after-contract period monthly fee for this Plan by HKBN. To terminate this Plan after the expiry of the Minimum Commitment Period, Subscriber may call the Customer Service Hotline 128 100 and shall give not less than 30 days prior notice.
 12. Subscriber understands that if the broadband or mobile service cannot be successfully installed or activated or the broadband or mobile service account is suspended / terminated for whatever reasons, the Disney+ service may also be not activated, be suspended or terminated.
 13. If a Subscriber had an existing Disney+ account, terminating the Disney+ service under this Plan will not automatically cancel such Subscriber's Disney+ account, Disney+ will automatically resume the subscription which has been paused (if applicable) once this Plan ends, and charge the existing payment method that Disney+ has on file. Subscriber can review/manage subscription on the 'Account' page under the existing Disney+ account..
 14. Subscriber shall keep the related Disney+ account and password secure. HKBN and Disney+ shall not be liable for any loss or damage suffered directly or indirectly as a result of and/or in relation to a lost or stolen account.
 15. This Plan / activation link is non-exchangeable for cash or kind. The Disney+ service shall not be used for any commercial purpose.
 16. The quality of the display of the Disney+ content may vary from device to device, and may be affected by a variety of factors, such as location, the bandwidth available through and/or speed of Internet connection. HD, Ultra HD and HDR availability is subject to Subscriber's Internet service and device capabilities.
 17. Subscriber should contact HKBN only for queries related to (i) availing this Plan and/or the eligibility criteria for this Plan; (ii) activation or deactivation of the Disney+ service as part of this Plan; (iii) general billing enquiries related to this Plan or Subscriber's account with HKBN. All Disney+ account, supported devices and specifications details to use Disney+ are subject to Disney+'s latest announcement (please visit <http://help.disneyplus.com/en-hk>) and the Disney+ Subscriber Agreement. HKBN shall not be responsible for any liability incurred from or in connection with the contents thereof, the downloading of the Disney+ App and/or use of Disney+ service.
 18. Disney+ service is only available in designated countries / regions including Hong Kong. Contents varies based on the countries / regions and may change from time to time.
 19. Downloading Disney+ App and use of Disney+ service may incur mobile data usage. Subscriber shall be responsible for all mobile data charge incurred. Subscriber can also connect Wi-Fi to reduce mobile data usage.
 20. Subscriber understands and agrees that the provision of this Plan is subject to availability and the discretion of HKBN and Disney+, and is only available until such date as HKBN and Disney+ may determine and may be rescinded at any time. If Disney+ service is no longer available to provide for whatever reasons, HKBN reserves the right to terminate this Plan or offer alternative product of similar type, while HKBN will strive to give reasonable and feasible notification 30 days prior to the change.

21. HKBN reserves the right to change or cancel this Plan and amend the terms and conditions herein, any other special terms and conditions of the relevant HKBN service and/or HKBN's General Terms & Conditions, at its sole discretion at any time.
22. This Terms & Conditions of Disney+ Service Plan shall be governed by the laws of the Hong Kong Special Administrative Region ("Hong Kong") and Subscriber agrees to be bound by and submit to the exclusive jurisdiction of the courts of Hong Kong.
23. In the event of any discrepancy between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.

Terms and Conditions of 100M/200M free 12-mth Broadband service

1. This offer is only applicable to Subscriber whose service installation address is at designated residential areas with no provision of HKBN broadband service within 120 days prior to registration.
2. This offer is only applicable to Subscriber who successfully registers for and activates designated Disney+ Service Plan.
3. Subscriber must successfully register and install designated 100M/200M Home Broadband service plan with Minimum Commitment Period of 12-month on or before the designated date stated in relevant promotion to enjoy this offer. This offer includes HK\$680 standard installation fee waiver once.
4. Should Subscriber require re-installation of the service(s) of the service plan(s) due to any change of service installation address, installation fee for service relocation or any amount as HKBN shall stipulate from time to time will be charged. For details, please refer to hkbn.net/charge/en
5. On-site checking and maintenance fee or any amount as HKBN shall stipulate from time to time will be charged. For details, please refer to hkbn.net/charge/en. Subscriber will not be liable for costs or charges due to any errors/problems caused by HKBN's system or equipment/accessories.
6. Each Subscriber can only register for this offer once. Duplicate applications will not be accepted.
7. This offer is applicable to designated Home Broadband service plans only and cannot be used in conjunction with other promotional offers.
8. Each new service installation address can only enjoy this offer once only. Subscriber may not directly or indirectly through a third party sell or in any way benefit from the sale of this offer. HKBN reserves the right to take any legal action against those in violation and reject the application of Subscriber. This offer cannot be exchanged for cash.
9. If the Plan(s) is/are terminated within the Minimum Commitment Period for whatever reasons, Subscriber shall pay the total amount of the special monthly fees payable for the remaining Minimum Commitment Period to HKBN as liquidated damages. If Subscriber terminates the Plan(s) as a result of moving to area without HKBN's service coverage, liquidated damages payable shall then be the sum of the following amounts : (i) any installation charge previously waived or any difference between the standard installation fee and installation fee paid; and (ii) if applicable, pro-rata listed price of premium calculated by remaining contract months to fixed Minimum Commitment Period (e.g. if listed price of premium is \$2,400, Minimum Commitment Period is 24 months, Subscriber terminates the contract 6 months prior to expiration of Minimum Commitment Period - pro-rata calculation will be : $\$2,400 / 24 \times 6 = \600). The listed price of premium shall be the amount as set out by HKBN. Subscriber agrees that HKBN can set off the liquidated damages with prepayment (or any part thereof) of related service and Subscriber shall pay the remaining balance of liquidated damages after set off, if applicable. The above liquidated damages are genuine pre-estimate of loss and not penalty. All offers in the Plan(s) will also be terminated.
10. Any payment made to HKBN will be non-transferable and/or non-refundable.

11. If Subscriber terminates any of the subscribed service(s), Subscriber is required to give at least 30 days' prior notice to HKBN. All the equipment (if applicable) provided by HKBN shall be returned to HKBN shops (For shop locations, please refer to <http://www.hkbn.net/shop/en>) within 30 days after termination shall take effect. The accessories are the service equipment of HKBN. The accessories shall be returned to HKBN shops (For shop locations, please refer to <http://www.hkbn.net/shop/en>) within 30 days after termination shall take effect. Any failure to return on or before the relevant due date or in case of any loss of or damage to any part thereof, HKBN will charge Subscriber the amounts as HKBN shall deem appropriate from time to time (For details, please refer to <http://www.hkbn.net/charge/en>). HKBN will either debit such amount directly from the credit card account registered by Subscriber with HKBN (if applicable) or treat it as a debt payable by Subscriber without further notice.
12. If the Subscriber continues to use the Plan and/or Value-added Plan(s) after the Minimum Commitment Period, Subscriber will be charged at the after Minimum Commitment Period (i.e. Standard monthly fee).
13. If the Subscriber continues to use the Plan and/or Value-added Plan(s) after the Minimum Commitment Period, Subscriber will be charged at the after Minimum Commitment Period (i.e. Standard monthly fee).
14. Subscriber may select "Service Commencement Date" for the Access Plan provided that this date must be within 365 days after service installation date. Services included in the same Plan(s) will become effective on the "Service Commencement Date". Subscriber must confirm the "Service Commencement Date" before service installation and the contract will commence on the "Service Commencement Date" once confirmed. Subscriber understands that service will be temporarily suspended from service installation date to the "Service Commencement Date". If Subscriber terminates the subscribed Plan(s) after service installation date and before the "Service Commencement Date" for whatever reasons, Subscriber shall pay a total amount of remaining special monthly fee within Minimum Commitment Period to HKBN as liquidated damages, and all the offers will also be terminated at once.
15. Terms and Conditions of Cooling-off Period after Registration: (1). Subscriber is entitled to a 14-day cooling-off period commencing from the date following the registration of designated service plan of residential fixed telecommunications network services (which includes Home Broadband and/or Home Telephone) ("FTN Services"). Subscriber may cancel the service plan(s) registered within the cooling-off period without any charges by sending email to HKBNbroadband@hkbn.net. However, the cooling-off period will immediately cease to apply if (i) subscriber has collected any premium; or (ii) completion of installation (2). If any service of a service plan is cancelled during cooling-off period, other service(s) included in the same plan and any other service plan(s) or value-added service(s) subscribed together on the same application will also be cancelled.
16. For any disputes arising from this Service Plan, the decisions of HKBN shall be final and conclusive.