Terms and Conditions of Netflix Service Plan

- 1. This Netflix Service Plan (this "Plan") is governed by Hong Kong Broadband Network Limited ("HKBN") 's General Terms and Conditions (hkbn.net/tnc/en/general.html), Netflix Terms of Use (please visit https://help.netflix.com/legal/termsofuse for details) and the terms and conditions stated herein. Subscriber understands that HKBN is not the content provider of Netflix service. Netflix service is provided by Netflix Pte. Ltd. ("Netflix"). Subscriber agrees that Subscriber's use of Netflix service is subject to the terms and conditions of the relevant service that may be in effect from time to time.
- 2. HKBN will provide Subscriber's information necessary to Netflix in order to activate the Netflix service. For further information about HKBN's Personal Data and Privacy Policy Statement, please visit https://www.hkbn.net/tnc/en/HKBN_PPS_ENG.pdf. For Netflix's Privacy Statement, please visit 1etflix.com/privacy.
- 3. In order to enjoy the Netflix service, Subscriber must activate the service with Netflix, and agree and accept Netflix Terms of Use.
- 4. This Offer is only applicable to designated existing HKBN Subscribers, Subscriber who has subscribed and successfully installed/ activated the selected Access Plan/ Mobile Services Plan/ Entertainment Plan. If the selected Access Plan/ Mobile Services Plan/ Entertainment Plan cannot be installed/ activated successfully for whatever reasons, this Offer will be cancelled at once.
- 5. Subscriber must commit to this Plan for a designated contract period ("Minimum Commitment Period").
- 6. Subscriber must download and successfully install the Netflix App from Google Play or Apple App Store or visit Netflix online platform to enjoy the Netflix service.
- 7. If this Plan is terminated within the Minimum Commitment Period for whatever reasons, Subscriber shall pay the total amount of the special monthly fees for this Plan payable for the remaining Minimum Commitment Period to HKBN as liquidated damages (if applicable).
- 8. If Subscriber continues this Offer upon contract expiry, Subscriber should pay the aftercontract period monthly fee to HKBN.
- 9. HKBN will send an email notification about Netflix service redemption to Subscriber's HKBN registered email address on the plan effective date of this Plan. To activate Netflix service, Subscriber shall complete the activation by entering information at Netflix website through the designated activation link provided by HKBN.
- 10. If Subscriber already has an existing Netflix account, Subscriber can link it to the this Plan when Subscriber activates the Netflix service. Netflix will continue to charge Subscriber separately for the existing Netflix account until that existing Netflix account is linked to

- Netflix service. For any queries regarding billing with Netflix for the existing Netflix account please contact Netflix directly.
- 11. If Subscriber links an existing Netflix account to this Plan, terminating this Plan will not automatically cancel the Subscriber's Netflix account, and Netflix will automatically resume charging via the existing payment method that Netflix has on file once this Plan ends. If Subscriber wishes to review the details of the Netflix account, please visit the 'Account' pages on the Netflix website.
- 12. Termination of this Plan may not automatically cancel and/or delete Subscriber's Netflix account. If Subscriber requires to cancel and/or delete or manage such Netflix account, please conduct on Netflix platform or contact Netflix directly.
- 13. All start date, expiry date and contract period related to this Plan must be according to the plan details provided by HKBN.
- 14. The Netflix service under this Plan can be only activated once.
- 15. HKBN cannot change the Netflix account to use this Plan for Subscriber after successful activation. Therefore, Subscriber should verify the Netflix account information before activation.
- 16. Subscriber should keep the relevant Netflix account number and password properly. HKBN 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.
- 17. The Netflix service under this Plan and any content accessed through the Netflix service are for Subscriber's personal use only and cannot be shared with individuals beyond Subscriber's household. This Plan does not have the option to buy extra member(s) slot to share the Netflix service. This Plan cannot be sold and/or redeemed for cash or other products. The Netflix service shall not be used for any commercial purpose. Subscriber shall not modify, adapt, sub-license, reproduce, distribute, copy, exploit, translate, sell, reverse engineer, decompile or disassemble any portion, its content and/or any downloadable software of the Netflix application.
- 18. The quality of the display of the Netflix 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.
- 19. All content(s) included in Netflix service, supported devices and specifications details to use Netflix service are subject to Netflix's latest announcement (please visit http://help.netflix.com/en/) and the Netflix Terms of Use. HKBN shall not be responsible for any liability incurred from or in connection with the contents, the downloading of the Netflix App and/or use of Netflix service.
- 20. In the event of any discrepancy between the English and Chinese versions of these terms and conditions, the English version shall prevail.

21. HKBN reserves the right to change or terminate this Plan and amend all related terms and
conditions at any time without further notice. In case of any dispute, the decision of HKBN shall be final and conclusive.