

## Terms and Conditions of "Low Latency Guarantee":

1. "Low Latency Guarantee" is only applicable to the 100M/ 200M/ 500M/ 800M/ 1000M/ 2000M/ 2500M home broadband service plans (but is not applicable to 2 x 1000M Dual Broadband (second line) service plan(s)) that utilize fibre-to-the-home technology and are equipped with optical network terminals (except related models of "Wi-Fi Concierge Service" and "All-in-One WiFi 6 Gateway"), provided that, if the quality of the network connection at the installation address is affected by circumstances beyond HKBN's control and/ or by actual environmental factors, the "Low Latency Guarantee" may not be applicable to the home broadband service plan subscribed by Subscriber. Subscriber is not entitled to terminate the relevant service plan due to the "Low Latency Guarantee" being not applicable to the relevant service plan.
2. "Low Latency Guarantee" means that, except for the circumstances listed in Clause 10, the continuously tested game round-trip latency shall not remain higher than the round-trip latency guaranteed range of the designated network game provider's designated server location listed on HKBN's website (URL: <https://www.hkbn.net/dual-guarantee/en>) for at least two consecutive hours. HKBN reserves the right to modify the round-trip latency guaranteed range from time to time without further notice.
3. Round-trip latency is measured by ICMP (Internet Control Message Protocol) tools such as ping and traceroute to measure the network round-trip latency from HKBN network to the relevant game provider's server location.
4. Valid Proof: Refund compensation only applies to Subscriber who provide valid proof documents that meet the following requirements. Subscriber must capture screenshots or photos at three different time points within at least two consecutive hours and email them to [HKBNbroadband@hkbn.net](mailto:HKBNbroadband@hkbn.net), such proof must clearly demonstrate the test date and time. The three different time points include:
  - (1) The round-trip latency at the beginning;
  - (2) The round-trip latency at the end; and
  - (3) The round-trip latency during the entire testing period, with a time interval of no less than 30 minutes between each measurement.

The proof for each time point **must include**:

(A.) The round-trip latency displayed at the same time in HKBN's website "Online Game Latency Monitoring" (URL: <https://www.hkbn.net/personal/gaming/en/latency-monitoring>).

Plus **one of the following**:

(B.) The round-trip latency displayed in the game screen; or

(C.) The round-trip latency obtained through self-ping/traceroute commands.

5. Testing Requirements: When testing the round-trip latency, Subscriber must directly connect the computer equipment to optical network terminal provided by HKBN and must not use any third-party router equipment.
6. Claim Frequency: Every 24-hour is a time range. Only one claim for "Low Latency Guarantee" can be made per time range. For instance, if a Subscriber makes a claim for "Low Latency Guarantee" during 8:00 PM to 10:00 PM on the first day, the Subscriber's next claim must be made after 8:00 PM on the following day.
7. Claim Deadline: To apply for a claim for "Low Latency Guarantee", Subscriber must submit it within 7 days from the end date of testing period, along with relevant records and required

valid proof documents (see Clause 4). HKBN will strive to respond to Subscriber's application/claim within 10 working days. If HKBN considers necessary, Subscriber must submit further information and/or documents as supplement. Subscriber warrants that all submitted supporting documents and information are true and accurate. However, if HKBN has reasonable grounds to suspect the authenticity, it reserves the right to refuse Subscriber's application/claim without any compensation.

8. Compensation Amount: If Subscriber's claim for compensation is verified as valid by HKBN, HKBN will compensate Subscriber for twice the daily fee of the home broadband service fee proportionally, up to two decimal places. Each month will be calculated as 30 days. For example, if Subscriber's monthly fee is HKD 238, and his/her claim is valid, Subscriber will receive a compensation of HKD 15.86 (HKD 238/30 days x 2). The compensation amount will be automatically credited to Subscriber's account to offset the broadband service monthly fee and will be displayed on the next billing statement. It cannot be converted into cash. Compensation does not apply for months when the service fee is waived, the compensation amount will be credited to the coming billing statement where broadband service monthly fee is payable. For the avoidance of doubt, if the broadband service monthly fee that Subscriber should pay for the month is \$0, Subscriber cannot apply for compensation for such month.
9. Compensation Limit: If Subscriber applies for compensation more than once within a month, the maximum total amount of compensation Subscriber can receive is the broadband service fee that Subscriber should pay for such month.
10. The "Low Latency Guarantee" does not apply in the following situations:
  - Any damage caused by circumstances or environments beyond the control of HKBN ("Force Majeure"). "Force Majeure" includes but is not limited to natural disasters, wars, rebellions, explosions, fires, floods, government actions, laws that have not yet come into effect when these terms and conditions take effect, restrictions imposed by the government or its regulatory agencies, labor disputes, trade disputes, and any malfunctions caused by delays beyond the control of HKBN caused by third parties;
  - Round-trip latency that is measured not using broadband service provided by HKBN;
  - Round-trip latency measured on game servers of game providers that are not designated by HKBN;
  - Any malfunctions that occur outside of HKBN's control on designated game servers of game providers and/or third-party network lines, including but are not limited to network congestion, server overload, exceeding system load, line interruption, etc.;
  - where the broadband internet service or bandwidth transmission speed is affected due to the actual location of the broadband installation or its environmental factors ;
  - Any interception of the IP address of game provider servers by third parties, resulting in the inability to connect to the game server(s) of game provider(s) designated by HKBN.
11. HKBN reserves the right to modify these terms and conditions or cancel the "Low Latency Guarantee" program at any time and reserves all rights to reject Subscriber's claims. In case of any disputes, Hong Kong Broadband Network Limited (HKBN)'s decision shall be final and conclusive.