

<u>申請 myTV SUPER 及「TVB 無限數據組合」之有關條款及細則</u> Terms and Conditions for myTV SUPER and "TVB Unlimited Data Pack"

服務組合: myTV SUPER 及「TVB 無限數據組合」作為出機上台或手機升級之指定增值服務組合(月費\$49)

Service Package: Subscription for myTV SUPER and "TVB Unlimited Data Pack" as the designated value-added service commitment when engaging for a fixed contract term for newly subscribed for or upgrade of mobile devices (Monthly fee: \$49)

- 此服務為一電視娛樂節目播放服務,客戶於成功申請此服務後,從 Google Play 或 App Store 下載 myTV SUPER 之應用程式(「myTV SUPER App」)及根據指示完成有關啟用程序後便可使用此服務。
 - The Service is a TV show and movie service. Upon successful application, customer may use the Service by downloading the software application (App) of myTV SUPER (the "myTV SUPER App") from Google Play or App Store and completing the activation process in accordance with the instructions.
- 2. 若此服務之實際使用量不足一個月,客戶仍需全數繳付適用之月費,有關之月費在任何情况下將不會按比例退還。
 If usage of the Service is less than a month, the applicable monthly service fee shall be payable by the customer in full but not refundable at all on any pro-rata basis.
- 3. 此服務只適用於和記電話之 4G 月費計劃客戶。每一 3 香港流動電話號碼只可選購一項 myTV SUPER 服務。
 The Service is applicable to 4G postpaid customers of HTCL. Only one myTV SUPER service could be subscribed for under each 3HK mobile number.
- **4.** 此服務組合須簽訂指定合約期。若於指定合約期內因客戶違約終止已選購服務組合,客戶同意繳付相關已選購服務組合 之剩餘合約期月費總額作為提前終止服務費用。
 - The service package is subject to a designated contractual term. If the subscribed for service package is terminated within the designated contract period due to customer's default, the customer agrees to pay to HTCL an early termination charge equivalent to the applicable monthly services fees multiplied by the number of months remaining of the fixed contract period of the subscribed for service package.
- 5. 當指定合約期屆滿後,此服務將按上述相關月費繼續提供服務 (服務內容不變至另行通知),除非客戶通知和記電話終 此服務。
 - Upon expiration of the designated contract period, the Service will continue to be provided at the relevant monthly fees as specified above (service contents remain unchanged until further notice), unless customer gives termination notice to terminate the Service.





6. 服務組合另須受以下「TVB 無限數據組合」之條款及細則限制約束:

The service package is also subject to the terms and conditions of "TVB Unlimited Data Pack" as set out below:

- 客戶可於 myTV SUPER App 使用無限流動數據服務觀賞節目,不包括瀏覽透過其中廣告所連結網站所產生之數據
 用量,相關用流動數據用量將於閣下之免費/已付費/月費計劃數據中扣除(視乎情況而定)。
 Unlimited mobile data service is offered for watching programmes on myTV SUPER App, except for the data usage incurred by browsing any website linked up to the advertisements in the App, such relevant mobile data usage will be deducted from the data usage entitlement of your bonus / paid / monthly plan (as the case may be).
- 「TVB 無限數據組合」只適用於本地流動數據服務。已選購 4.5G 共享計劃之客戶,「TVB 無限數據組合」用量 只適用於主 SIM 咭,並不與其附屬 SIM 咭共享。「TVB 無限數據組合」亦不可與「超級數據王」及/或其他 「TVB」數據組合同時選用。

"TVB Unlimited Data Pack" applies to local mobile data usage only. For customers of 4.5G Family/ Family SIM plan, "TVB Unlimited Data Pack" is applicable to primary SIM and not applicable to secondary SIMs. "TVB Unlimited Data Pack" cannot be subscribed for together with "Super Data Pack" and/or other "TVB" Data Packs.

7. 此服務適用於 Android 4.4 或以上作業系統,iOS 9.0 或以上作業系統,並建議使用已被測試可以兼容 myTV SUPER App 的流動裝置,客戶可於 http://www.mytvsuper.com/tc/basic_requirement 瀏覽詳情。

The Service will only be applicable to the operation system of Android 4.4 or above, iOS 9.0 or above, and myTV SUPER app compatible mobile device is recommended for using the Service, please visit http://www.mytvsuper.com/en/userguide#basic_requirement for details.

- 8. 每個登記戶口只支援登入一部裝置以使用此服務。客戶每月最多可轉換裝置三次。
 - Only ONE device is allowed to login in each registered account for the Service and each customer may change device for a maximum of 3 times per month.
- 9. 客戶利用數據網絡下載 myTV SUPER App 及/或使用此服務 (包括於登入 myTV SUPER App 後所收看之廣告) 時 , 和記 電話將額外收取流動數據費用。

When customer downloads myTV SUPER App and/or use the Service (include watching advertisements after logging in myTV SUPER App) through the mobile network, additional mobile data charge will be incurred and charged by HTCL.

10. 如客戶在透過和記電話選購此服務之同時或之後,客戶因任何原因亦透過其他渠道另行或再次申請或選購此服務而招致任何費用或損失,則和記電話將不會就任何有關之費用或損失負上任何責任。

If, at the time of or after subscribing to the Service through HTCL, the customer is to apply or subscribe for the Service 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.





11. 客戶如欲終止此服務,客戶必須於此服務之相關月結單截數日最少七天前致電客戶熱線 **1033** 通知和記電話。有關服務 將於和記電話收到客戶之終止服務通知後即時生效。

To terminate the Service, customer must notify HTCL by calling Customer Services Hotline 1033 not less than seven days before the then current statement cutoff date of the Service. Termination of the Service shall forthwith become effective as from HTCL's receipt from the customer of the termination notice.

12. 終止此服務後,所有此服務之設定將全部被清除。

After termination of the Service, all the Service settings will be erased.

13. 此服務之內容由 MyTV Super Limited 作為第三方供應商提供,並受有關條款及細則約束 (http://www.mytvsuper.com/tc/tos), MyTV Super Limited 保留權利隨時修訂 myTV SUPER 服務條款的任何部分而毋 須另行通知,請定期瀏覽 (http://www.mytvsuper.com/tc/tos) 以確保得悉任何有關修訂。MyTV Super Limited 保留權利,在不論有否作出通知的情況下,隨時更改、更換或取消任何節目、頻道、組合及/或任何內容 (不論已宣傳與否)。 MyTV Super Limited 概不承擔任何有關更改或取消的責任。此服務只供香港境內使用。詳情請瀏覽官方網站 www.mytvsuper.com 或致電 MyTV Super Limited 客戶服務熱線 2399 9666。和記電話並不會對有關此服務之內容、myTV SUPER app 下載及/或服務使用(包括但不限於由該第三方供應商所提供的資料之準確性、及客戶或任何人士因下載 myTV SUPER App 及/或使用此服務所造成或引致的任何費用、支出、損失或損害)負上任何責任。就此服務如有任何爭議,MyTV Super Limited 將擁有最終之決定權。

The content of the Service shall be provided by a third party supplier, namely MyTV Super Limited subject to the relevant terms and conditions (http://www.mytvsuper.com/en/tos). MyTV Super Limited reserves the right to modify any part of myTV SUPER Term of Service at any time without prior notice, please visit http://www.mytvsuper.com/en/tos regularly to ensure awareness of any modifications. MyTV Super Limited reserves the right to change, replace or withdraw any program(s), channel(s), pack(s), and/or content(s) (whether advertised or not) at any time with or without notice. MyTV Super Limited accepts no liability for any such change or cancellation. The Service is only available for use in Hong Kong. Please visit www.mytvsuper.com or contact MyTV Super Limited Customer Service Hotline at 2399 9666 for details. HTCL shall not be responsible for any liability incurred from or in connection with the content, the download of myTV SUPER App and/or use of the Service (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 myTV SUPER App and/or use of the Service by the customer or any other person). MyTV Super Limited shall have the final discretion as to any dispute in all respects in relation to the Service.

14. 和記電話有限公司保留優惠之最終決定權,優惠或條款如有更改,本公司將以合理時間提早通知。

Hutchison Telephone Company Limited reserves the right of final decision on the above offer and reasonable prior notice will be provided if there is any change to the offer or relevant terms and conditions.





15. 成功申請此服務之客戶受此服務之條款及細則所約束,客戶同時亦受和記電話之 3G,4G LTE 及 5G 服務使用條款所約束,詳情請瀏覽 http://www.three.com.hk/ > 條款及細則 > 3G,4G LTE 及 5G 服務使用條款。若此服務之條款及細則與和記電話之 3G,4G LTE 及 5G 服務使用條款有所抵觸,則以前者為準。

Once the customer has successfully subscribed for the Service, 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/ > Terms & Policies > 3G, 4G LTE and 5G Service Terms and Conditions. If there is any conflict between the terms and conditions relating to the Service as contained herein and the 3G, 4G LTE and 5G Service Terms and Conditions of HTCL, the former shall prevail.

16. 若中英文本之條款及細則有任何差異,則以英文本為準。

Should there be any inconsistencies between the Chinese and English versions of these terms and conditions, the English version shall prevail.

