



## Terms & Conditions

1. KKBOX service is a music playback service. Upon successful application, customer may use KKBOX (standard service fee at \$49 per month) /KKBOX EasyPass (standard service fee at \$18 per month) 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) Subscriber who subscribes for free trial for the KKBOX value-added service may enjoy a free trial period for the first 2 months. The free offer is only applicable to 3HK customer's first-time subscribers of KKBOX. This free trial promotion cannot be used in conjunction with any other promotional offers. Upon expiry of the free trial period, a monthly fee of \$49 will be charged automatically to the relevant registered customer account on a monthly basis. To cancel subscription, please call 3Customer Services Hotline at least seven days prior to the end day of the free trial period. This offer is subject to the final decision of HTCL. HTCL reserves the right to change the terms and conditions of the above offer at any time without prior notice.
3. (Applicable to non-designated customers) Customers may subscribe for standalone KKBOX/KKBOX EasyPass/KKBOX Family Plan service (at \$49/\$18/\$79 per month respectively). To cancel subscription, please call 3Customer Services Hotline at least seven days prior to the then current statement cutoff date of service.
4. Applicable to HTCL's designated service plans and/or customers) Customers may subscribe for KKBOX/KKBOX Family Plan service as an engagement for its value-added service contract and to sign up for a designated contractual term to enjoy the preferential monthly service fee (at \$44/\$79 per month respectively) and the relevant free trial offer (if applicable). The above promotional offers cannot be used in conjunction with any other promotional offers. KKBOX/KKBOX Family Plan service will continue to be provided at standard monthly service fee of \$49 (KKBOX) and \$79 (KKBOX Family Plan) upon expiry of the designated contract period unless the customer terminates the service by calling 3Customer Services 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/KKBOX Family Plan service prior to expiry of the applicable contract period, the customer agrees to pay to HTCL an early termination charge equivalent to the monthly services fees multiplied by the number of months remaining of the minimum contract period of the subscribed for services.
5. (Applicable to HTCL's designated service plans and/or customers) Customers may subscribe for KKBOX Tertiary Student Plan service as an engagement for its value-added service contract and to sign up for a designated contractual term to enjoy the preferential monthly service fee (at \$24.5 per month). The above promotional offers cannot be used in conjunction with any other promotional offers. KKBOX Tertiary Student Plan service will continue to be provided at standard monthly service fee of \$49 upon expiry of the designated contract period unless the customer terminates the service by calling 3Customer Services 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 Tertiary Student Plan service



prior to expiry of the applicable contract period, the customer agrees to pay to HTCL an early termination charge equivalent to the monthly services fees multiplied by the number of months remaining of the minimum contract period of the subscribed for services.

6. Customer may subscribe for KKBOX/KKBOX EasyPass service as the designated value-added service commitment when engaging for a fixed contract term for its newly subscribed mobile devices, and to sign up for a designated contractual term, and to subscribe for a designated monthly plan for mobile devices, then the customer will be entitled to subscribe for KKBOX service at preferential service fee (at \$44 per month) / KKBOX EasyPass at service fee (at \$18 per month). KKBOX/KKBOX EasyPass service will continue to be provided at the same monthly service fee of \$44 (KKBOX) and \$18 (KKBOX EasyPass) upon expiry of the designated contract period unless the customer terminates the service by calling 3Customer Services Hotline at least seven days prior to the expiry of the contract period. If the customer is to subscribe for KKBOX/KKBOX EasyPass service as the designated value-added service commitment when engaging for a fixed contract term for its newly subscribed mobile devices, then any termination of the monthly plan for the mobile devices for whatever reasons shall also lead to the automatic termination of KKBOX/KKBOX EasyPass service accordingly.
7. (Applicable to non-designated customers) Subscriber who subscribes for KKBOX Family Plan may enjoy the monthly service fee at \$79 per month. The principal account of the service must be held by a 3HK customer. Upon completion of service registration, the principal account holder may invite, remove and change supplementary members, and has the right to authorize registration for KKBOX Family Plan by two supplementary members with the same residential address. Monthly fee of \$79 will be charged automatically to the relevant registered principal customer account on a monthly basis upon service registration. The above promotional offer cannot be used in conjunction with any other promotional offers. The principal and supplementary account holders must be non-paying users of KKBOX. If any of the aforesaid parties is a paying user, registration could only be made after such party has been changed to a non-paying user, or the principal account holder has terminated the KKBOX service plan with 3HK (if applicable). However, if KKBOX Family Plan is terminated within the fixed contract period, customer agrees to pay to HTCL an early termination charge equivalent to the monthly services fees multiplied by the number of months remaining of the minimum contract period of the subscribed for services. To cancel subscription, please call 3Customer Services Hotline at least seven days before the then current statement cutoff date of KKBOX Family Plan service.
8. KKBOX/ KKBOX EasyPass/KKBOX Family Plan 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/KKBOX EasyPass /KKBOX Family Plan service, the service fee shall automatically be chargeable on a monthly basis.
9. For subscription of KKBOX EasyPass service, customer can enjoy unlimited usage of KKBOX service for any 5 days within the subscription month. Confirmation notice will be dispatched to customer's mobile number upon service activation. Customer will receive a SMS reminder once the usage has reached 4 days within the relevant subscription month. An additional service fee of \$5 per day will be charged for continuous use of the service from the 6th day onwards and will be capped at \$65 for each subscription month (including the KKBOX EasyPass service fee of \$18 and in accordance with the individual customer's monthly statement cutoff date) which will be billed in the next invoice for mobile service following the relevant monthly cutoff date of KKBOX EasyPass service. Customer may check information on usage and subscription information via



[https://ssl.kkbox.com/member\\_index.php](https://ssl.kkbox.com/member_index.php). Any remaining usage within a monthly subscription period cannot be carried forward to the following month. Unless otherwise specified by HTCL, immediately after the completion of the designated contractual term for KKBOX EasyPass service, HTCL will continue to provide the service based on the same service fee (at \$18 per month), terms and conditions of KKBOX EasyPass as set out in this document until HTCL has been notified by the customer of its intention to terminate the KKBOX EasyPass service.

10. Daily usage of KKBOX EasyPass service will be counted between 00:00 and 23:59 (Hong Kong time) on each calendar day. A subscription monthly period means a monthly period commencing from the subscription date (for example: customer subscribed on 17 September, the first monthly subscription period will commence from 17 September until 16 October, and the second monthly subscription period will commence on 17 October). In addition, the commencement date of a monthly subscription period may be adjusted under certain circumstances as set out below:
  1. If the subscription date is 31 January, the first monthly subscription period will be up to 28 or 29 February, the second monthly subscription period will commence on 1 March;
  2. If the subscription date is the 31st in the relevant month, the first monthly subscription period will be up to 30th in the following month, the second monthly subscription period will commence on the 31st in the following month (or on the 1st in the following month if the relevant month does not have the 31st day).
11. KKBOX / KKBOX EasyPass / KKBOX Family Plan service shall only be applicable to the 3G, 4G LTE and 5G mobile customers of HTCL but not any prepaid SIM card customers.
12. The local mobile data usage and charge incurred for using KKBOX/EasyPass/ Family Plan (for master account holder only) under the mobile number which subscribed for such service from HTCL will be waived. This is not applicable for 3customer who is subsidiary account holder of KKBOX Family Plan.
13. All other mobile data usage in connection with mobile number subscribed for KKBOX/KKBOX EasyPass / KKBOX Family Plan other than through HTCL or without having subscribed for such service, or mobile number subscribed for KKBOX/KKBOX EasyPass/KKBOX Family Plan from HTCL but using such service other than in Hong Kong, such mobile data usage will be deducted under the usage entitlement of monthly service plan or be charged at the standard mobile data service fee or data roaming service fee (as the case may be).
14. KKBOX / KKBOX EasyPass / KKBOX Family Plan service shall only be applicable to the operation system of Android 4.0 or above, iOS 8.0 or above or Windows 10 or above.
15. 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 / KKBOX EasyPass /KKBOX Family Plan service overseas, it may be required to pay separately the relevant data roaming fee.
16. If, at the time of or after subscribing for KKBOX / KKBOX EasyPass service / KKBOX Family Plan through HTCL, the customer is also to apply or subscribe for KKBOX / KKBOX EasyPass /KKBOX Family Plan 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.
17. To terminate KKBOX / KKBOX EasyPass / KKBOX Family Plan service, customer must notify HTCL by calling the 3Customer Services Hotline 1033 not less than seven days before the then current statement cutoff date of KKBOX / KKBOX EasyPass / KKBOX Family Plan service. Termination of KKBOX / KKBOX EasyPass / KKBOX Family



Plan service shall forthwith become effective as from HTCL's receipt of the termination notice from the customer or customer can continue to use KKBOX / KKBOX EasyPass service 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.

18. Once the customer has confirmed its subscription for KKBOX service 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.
19. The content of KKBOX / KKBOX EasyPass / KKBOX Family Plan service shall be provided by a third party supplier, namely KKBOX Hong Kong Limited. The content of KKBOX / KKBOX EasyPass / KKBOX Family Plan service 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 / KKBOX EasyPass / KKBOX Family Plan 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 the KKBOX Apps and/or use of KKBOX / KKBOX EasyPass / KKBOX Family Plan service 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.
20. Once the customer has successfully subscribed for KKBOX / KKBOX EasyPass / KKBOX Family Plan 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 KKBOX / KKBOX EasyPass / KKBOX Family Plan service as contained herein and the 3G, 4G LTE and 5G Service Terms and Conditions of HTCL, the former shall prevail.
21. 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> → PrivacyPolicy.
22. Should there be any inconsistencies between the Chinese and English versions of these terms and conditions, the English version shall prevail.