

Now Picks on eye Terms and Conditions

Important Notice:

The following terms and conditions (“these Terms and Conditions”) apply to your use of the Now Picks on eye service. By installing and downloading the Now Picks on eye application, you agree to be bound by these Terms and Conditions.

Terms and Conditions of the Now Picks on eye service

1. The Now Picks on eye service

1.1 The Now Picks on eye service can only be accessed by installing and downloading the Now Picks on eye application on the eye3 device supplied by Hong Kong Telecommunications (HKT) Limited (the “eye3 device”), please check the Service Notice section in the Now Picks on eye application for details.

1.2 The Now Picks on eye service is restricted for use in the Hong Kong Special Administrative Region (“Hong Kong”) only.

2. Our rights and responsibilities

2.1 “We” and “us” mean PCCW Media Limited in relation to the provision of the Now Picks on eye service under these Terms and Conditions.

2.2 We may:

(a) deactivate the Now Picks on eye service at any time without notice to carry out system maintenance, upgrading, testing and/or repairs;

(b) limit or suspend your access to the Now Picks on eye service without notice where we are of the opinion that such action is appropriate as a result of your use of the Now Picks on eye service or where you breach any of these Terms and Conditions; and

(c) expand, reduce, withdraw and/or modify any part of the Now Picks on eye service and/or any Content (meaning any content made available or appearing in the Now Picks on eye service including but not limited to any data, information, images, graphics, video and/or audio content, applications, downloadable files or other multimedia content that can be accessed through or on the Now Picks on eye service), remove, disable and/or suspend transmission or streaming of the Now Picks on eye service or Content which we consider in our sole opinion, breaches any applicable law, regulation or regulatory directive or to be otherwise unacceptable.

3. Your responsibilities

3.1 You:

- (a) have to be aged 18 or above to access or use the Now Picks on eye service;
- (b) are only authorized to use the Now Picks on eye service and view the Content for your own personal and non-commercial use in accordance with these Terms and Conditions;
- (c) will be strictly and solely responsible for your own use of the Now Picks on eye service;
- (d) must not, and must not permit any other person, to sell, reproduce, copy, distribute, publish, modify, prepare derivative works based on the Content;
- (e) agree that the Now Picks on eye service and Content are only for your private domestic viewing and access and shall not yourself, or permit any other person to, show, play, use, access or view the Now Picks on eye service and/or Content for any public or commercial purposes unless with our prior written consent;
- (f) without limiting sub-clause 3.1(e), shall not charge for use or access to the Now Picks on eye service or any Content or for access to any premises where the Now Picks on eye service or Content are viewed;
- (g) will abide by all relevant laws of Hong Kong and any operating and/or usage rules, as amended from time to time; and
- (h) will report any violation of these Terms and Conditions to our customer service team.

3.2 You agree not to:

- (a) restrict or inhibit any other persons from using the Now Picks on eye service, including, without limitation, by means of "hacking" or defacing any portion of the Now Picks on eye service;
- (b) access or use the Now Picks on eye service, the Content or the Software (as defined in Clause 6.1) for any unlawful purpose or any purpose not expressly authorized by these Terms and Conditions;
- © modify, adapt, sub-license, reproduce, distribute, copy, modify, exploit, translate, sell, reverse engineer, decompile or disassemble any portion of the Now Picks on eye service, any of the Software and/or any Content;
- (d) remove any copyright, trademark, or other proprietary rights notices contained in the Now Picks on eye service and/or the Content;
- (e) copy and/or frame any part of the Now Picks on eye service or the Content without our prior written authorization;
- (f) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce, disrupt or circumvent the navigational structure or presentation of the Now Picks on eye service and/or the Content;
- (g) collect information of users of the Now Picks on eye service;
- (h) hack, break into, or attempt to hack or break into, in any manner the Now Picks on eye service, the Software, and/or any data areas on our server(s) or that of any third parties;
- (i) download, copy, store, rip, distribute, share or re-direct any Content from the Now Picks on eye service in any way or through any media;

- (j) incorporate any software or other materials that contain any virus, worm, time bomb, Trojan horse, or other harmful or disruptive component;
- (k) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Now Picks on eye service;
- (l) issue, create or sponsor any financial instruments or investment products where the price, return and/or performance of such instrument or product is based on or related to any financial index or information in the Content; and
- (m) interfere with or disrupt the Now Picks on eye service or servers or networks connected to the Now Picks on eye service.

3.3 Our authorization for you to install and download the Now Picks on eye application; and to access and receive the Now Picks on eye service and the Content is conditional upon your strict compliance with each of these Terms and Conditions.

4. Personal Data and Information

4.1 We collect, process, disclose, retain or use your Personal Data in accordance with the PCCW Privacy Policy Statement which is published on www.pccw.com/legal/privacy.html.

4.2 If we request Personal Data from you, you may refuse to provide the Personal Data. However, we may decline to provide you the Now Picks on eye service and/or any Content to you.

4.3 You will provide us with the information relating to you or your use of the Now Picks on eye service we reasonably require:

- (a) to help us in complying with the applicable law and to report to any government or regulatory agency regarding such compliance; and
- (b) to assess whether or not you have complied, are complying and will be able to continue to comply with all obligations under these Terms and Conditions.

5. Acknowledgements

5.1 You acknowledge that:

- (a) at all times only one video or channel may be streamed through the Now Picks on eye service;
- (b) we do not exercise any editorial control over certain Content and do not make any claims as to the truth in such Content;
- (c) certain channels, programs and other Content on the Now Picks on eye service are provided by third party providers, not by us. Their availability, and the availability of programs on such channels, are outside our control;
- (d) we make no representation, promise, warranty, undertaking or guarantee as to the quality, completeness, usefulness or continuity of any particular Content;

(e) you have not relied upon any information or statement to the effect that any particular Content will be made available to you for the whole or part of the term of your subscription to any service plan or package offered by Hong Kong Telecommunications (HKT) Limited;

(f) we can vary, replace or withdraw any channels and programs (whether advertised or not) on the Now Picks on eye service;

(g) we can change or reduce the number of hours of broadcast of any channel or any program on the Now Picks on eye service;

(h) any Content solely expresses the view of the speaker of the Content, not our views or any entity associated with us;

(i) we disclaim all liability for any Content;

(j) nothing you do on or in relation to the Now Picks on eye service and/or the Content will transfer any intellectual property rights to you or license you to exercise any intellectual property rights;

(k) there may be some Content which is not suitable for viewing by minors. You are responsible for checking the identity and/or age of any person who wishes or intends to view any such Content before you permit that person to view such Content and for generally ensuring that minors do not access such Content;

(l) parts of the Now Picks on eye service and the Content may be provided or maintained by third party providers and not by us; in such cases, your correspondence or dealings with any third party provider are solely between you and that third party provider, and you agree that we will not be liable or responsible for any loss or damage of any sort incurred as the result of such dealings;

(m) unless explicitly stated otherwise, any new features that augment or enhance the Now Picks on eye service shall be subject to these Terms and Conditions;

(n) we may at any time employ and/or install Software in the eye3 device used by you, for purposes of detecting any downloading, copying, storing, ripping, distribution, sharing or re-direction of any Content from the Now Picks on eye service in any way or through any media; and

(o) the provision of the Now Picks on eye service is contingent upon the service capacity allocated by us (including but not limited to streaming capacity) for the Now Picks on eye service and the reliability and stability of your Wi-Fi connection or mobile network which is out of our control. We will not be liable to you or any other third parties (including users of the Now Picks on eye service, whether authorized or not) for any failure or delay in accessing the Now Picks on eye service or any part thereof (whether due to the lack of streaming capacity or otherwise) and/or the consequences or effects on your mobile network, Wi-Fi connection, their speed and/or bandwidth that may be caused by the Now Picks on eye service.

6. Software Licence

6.1 You may from time to time be requested to download software, applications and/or programs to use the Now Picks on eye service ("Software") and we hereby grant to you a

non-exclusive and non-transferable licence for you to store, run and use the Software on the eye3 device as specified by us in accordance with these Terms and Conditions and any software licence which accompanies the Software but not further or otherwise.

6.2 You agree to download and install the Software in the eye3 device as specified by us, to be used by you for accessing and/or installing the Now Picks on eye service.

6.3 You acknowledge that we may refuse to provide the Now Picks on eye service to you in the event you fail to successfully download and install the Software.

7. Indemnities

7.1 You agree to indemnify us, our content providers, sub-contractors, licensors and agents against any action, liability, cost, claim, loss, damage, proceeding, and/or expense suffered or incurred by us arising from or which is related to:

- (a) your use of the Now Picks on eye service, the Content, and/or the Software; and
- (b) any breach or non-observance of any of these Terms and Conditions by you.

7.2 Clause 7.1 shall survive the termination of your agreement with us for the Now Picks on eye service.

8. General Warranties & Liability

8.1 To the fullest extent permitted by law, we and our content providers (and their affiliates) disclaim any representation or warranty whether express or implied as to the title, fitness for a particular purpose, merchantability, accuracy or standard of quality of the Now Picks on eye service, the Software and/or any Content, that the Now Picks on eye service will be uninterrupted or error free, any obligation to maintain the confidentiality of information (although our current practice is to maintain such confidentiality), the results to be obtained from use of any part of the Now Picks on eye service and/or any Content unless otherwise specifically mentioned in these Terms and Conditions. We disclaim any representation or warranty that the Now Picks on eye service will meet your requirements; and/or your access to and use of the Now Picks on eye service will be uninterrupted or error-free, free of viruses, malicious code or other harmful components or otherwise secure.

8.2 Except to such extent permissible by law, we will not pay you more than HK\$100 in compensation (even if we have been negligent) for all our liabilities under these Terms and Conditions for the Now Picks on eye service, Content and Software.

8.3 We expressly disclaim any liability for:

- (a) any damage to or loss of data suffered by you arising from your use of the Now Picks on eye service, the Software and/or any Content;
- (b) any claim based on contract, tort, or otherwise or any loss of revenue (whether direct or indirect), loss of profits or any consequential loss whether of an economic nature or not;
- (c) any claim relating to any part of the Now Picks on eye service or any Content supplied,

provided, sold or made available by or through the Now Picks on eye service (or any failure or delay to so supply, provide, sell or make available);

(d) any disruption or suspension of the Now Picks on eye service or any part thereof which is attributable to an event or circumstance beyond our reasonable control; and

(e) any infringement of intellectual property rights arising from your use of the Now Picks on eye service, the Software and/or any Content.

8.4 Clauses 8.1 to 8.3 (both inclusive) shall survive the termination of your agreement with us for the Now Picks on eye service.

9. Matters beyond our reasonable control

Sometimes, we may not be able to do what we have agreed because of an event beyond our reasonable control (for example because of fire or flood or severe weather). In these cases, we do not accept responsibility for the delay or failure to provide you with the Now Picks on eye service in accordance with these Terms and Conditions. We can end or suspend your access to the Now Picks on eye service and/or any Content immediately in such event.

10. Termination

10.1 We may cease providing the Now Picks on eye service to you at any time without giving any prior notice to you.

10.2 For serious misuse described in Clauses 3 and 13, we may suspend or terminate your access to the Now Picks on eye service immediately. Otherwise, if you breach these Terms and Conditions, we may suspend or end your access to the Now Picks on eye service without giving any advance notice.

10.3 We may also suspend or restrict your access to the Now Picks on eye service if you breach any other contract you have with us or any of the PCCW group companies and do not put matters right within the time mentioned in such other contract. If we suspend or end your access to the Now Picks on eye service; we will tell you what needs to be done before we can restore the Now Picks on eye service.

10.4 If your access to the Now Picks on eye service and/or any Content is conditional upon your subscription to any service plan or package provided by Hong Kong Telecommunications (HKT) Limited, your access to the Now Picks on eye service and/or such Content shall be automatically terminated if you cease to be a subscriber to such service plan or package.

11. Effect of Termination

11.1 Upon termination of your access to the Now Picks on eye service, all licences, rights and privileges granted to you under these Terms and Conditions shall cease. Any such termination shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision contained in these Terms and Conditions

which is expressly or by implication intended to come into or continue in force on or after such termination.

12. Our other rights to suspend/end your access to the Now Picks on eye service and/or the Content

12.1 We can limit, suspend, end or restrict your access to the Now Picks on eye service or any Content, without giving you any advance notice if:

- (a) the law requires us to do so;
- (b) there is an emergency that affects our ability to provide the Now Picks on eye service or Content;
- (c) you breach any of these Terms and Conditions;
- (d) the Now Picks on eye service is withdrawn from distribution for whatever reason;
- (e) we no longer hold the right to distribute the Now Picks on eye service or any Content;
- (f) we fail to obtain, hold, retain or renew any relevant regulatory approvals or if any relevant regulatory approvals are revoked or if we are required by a relevant authority to cease transmission of the Now Picks on eye service or any Content; or
- (g) the Now Picks on eye service or any Content including any advertising therein fails to comply with any regulatory standards, relevant laws or any requirements or orders issued from time to time by a relevant authority.

13. Unauthorized access

13.1 Unauthorized access to the Now Picks on eye service or any Content is a breach of these Terms and Conditions and a violation of the law. You agree not to use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access, monitor or copy any part of the Now Picks on eye service or the Content.

14. Changing the terms

14.1 Sometimes, we will need to change these Terms and Conditions. We will post the updated terms and conditions in the Service Notice section of the Now Picks on eye application and they shall take effect upon posting.

15. Other things we need to tell you

15.1 You accept that the agreement between you and us for the Now Picks on eye service is personal to you and agree not to transfer it to anyone else, or to try to do so without our prior written consent. However, we may take instructions from a person who we think, with good reason, is acting with your permission.

15.2 We can transfer our rights and obligations hereunder to any person or entity without your consent. We can also use an agent or subcontractor to perform our responsibilities.

15.3 When we need to contact you, we will use your billing address, e-mail address, mobile or fixed phone number that you provide us for contacting you. If you need to contact us, please use the address on your last bill or any other postal address, e-mail address or phone number we have given to you for that purpose.

15.4 The notice or communication sent by us shall be treated as received by you: (a) 3 days after posting, if sent by letter; (b) at the time of delivery, if delivered in person; (c) immediately upon faxing if sent by fax and the transmission report indicates that the fax transmission was successful; or (d) immediately upon sending the email, if sent by email.

15.5 These Terms and Conditions are governed by the laws of Hong Kong and you agree to submit to the exclusive jurisdiction of the courts of Hong Kong.

15.6 If any term or condition herein is declared illegal, invalid or unenforceable for any reason, such term or condition shall be divisible and shall be deemed to be deleted from these Terms and Conditions.

15.7 The English version of these Terms and Conditions shall prevail over the Chinese version (if any) which is provided for information purposes only.