Service Plan Terms and Conditions

1. This i-CABLE Broadband/HomeLine/ OTT Service Plan ("Service Plan") of the Broadband, HomeLine, and OTT Services (for MyTV Super and/or Channel 18) of i-CABLE Telecom Limited and Hong Kong CABLE Television Limited ("i-CABLE"), (collectively the "Services"), is only available to new subscribers of i-CABLE residing at a specific location in Hong Kong or existing Subscribers renewing or adding Service(s). New subscriber ("New Subscriber") refers to a subscriber who has not subscribed to or the service installation address has not been installed with any i-CABLE Services within 60 days prior to subscription. Please refer to the relevant General Terms and Conditions of Service for the definition of "Subscriber".
2. By subscribing to the Service Plan set out in the subscription form, Subscriber is deemed to have entered into separate service agreements with each service provider through its agent, comprising the terms stated in the subscription form, this Service Plan Terms and Conditions, the relevant General Terms and Conditions of Service, and any policies or statements as referred therein, which together form the entire agreement between Subscriber and the relevant service provider with respect to the Service(s) that it provides.
3. Subscriber is bound by the subscription form and the General Terms and Conditions of Service. All other prior agreements, representations and statements made between the parties, whether written or oral, with respect to the subscription of the Services are excluded. For clarity only those terms as pre-printed on the subscription form are valid and binding.
4. Subscriber must commit to subscribe the Services for the minimum subscription period applicable to the Service Plan (s) selected ("Commitment Period"). If Subscriber has subscribed to more than one Service Plan, the longest subscription period shall apply. Subscriber's entitlement to any promotional benefits is conditional upon and subject to Subscriber's subscription of all the Services included in the Service Plan for the entire Commitment Period.
5. To enjoy the promotional offer, Subscriber must successfully install one of the Services within 3 days after the registration and the remaining Services subscribed must be successfully installed within 30 days after the first Service was installed. After one of the Services is installed successfully (regardless of the number porting result (if applicable)), the Service Plan and charges will be effective immediately. If Subscriber has subscribed to HomeLine Service only and opts for porting his/ her existing telephone number, the service fee will be charged from the date of successful number porting or 90 days after installation (whichever is earlier) and the Service will be activated at the same time. If the existing telephone number cannot be ported within 90 days after installation due to any reasons beyond the reasonable control of i-CABLE, the service fee shall be charged 90 days after installation. The subscription is valid and binding even though the number porting is unsuccessful. i-CABLE cannot guarantee successful number porting nor unsuccessful number porting is not a valid reason for termination of the subscription.
6. Promotional benefits offered are not redeemable for cash and non-transferable.
7. The downstream bandwidth of i-CABLE Broadband 100M/200M Service is 100Mbps/200Mbps on share basis and upstream bandwidth is 10Mbps on share basis. The downstream and upstream bandwidth of i-CABLE 1000M/500M/200M Fiber Broadband Service are 1000Mbps/500Mbps/200Mbps. For i-CABLE 2 x 1000M Fiber Broadband Service, mainline and second line deliver total maximum download speed up to 2Gbps and total maximum upload speed of 1 Gbps, and the maximum upload/download speed throughput of each optical network port is 1Gbps. The i-CABLE 2000M Fiber Broadband Service offers download speed of up to 2000Mbps and upload speed of up to 1000Mbps. Specifications of broadband service are based on Internet connection from the wall plate at Subscriber's premises to the first piece of i-CABLE's network equipment. The actual speed will be affected by the user's device, technology, network, and software used, network configuration and coverage, usage levels and extraneous factors. i-CABLE Smart Broadband service is provided under i-CABLE Telecom Limited 4.5G network. In those Hong Kong areas where the 4.5G networks are not available, i-CABLE Telecom Limited will provide the service under 4G/3G networks; when the monthly local data usage reaches the plan entitlement, data service will continue with a maximum local access speed of 384kbps. The i-CABLE Smart Broadband service must be used with a designated router. Actual network service will be subject to and affected by the service locations, network circumstance, network coverage, hardware, software, and other factors.
8. i-CABLE and its employees or agents are only responsible for wireless router reselling on behalf of the manufacturers or agents to the customer/subscriber. For repair, maintenance, replacement, or complaints concerning the devices and accessories, subscribers shall directly contact the manufacturers or the agents and pay for all the related costs (if applicable).
9. The wireless router provided by i-CABLE supports 802.11ac/ax standards. Subscribers should refer to the product menu for its actual wireless output value & detailed specification, i-CABLE shall not be responsible for any problem related to product feature or actual performance of the wireless router, and subscribers shall directly contact the manufacturer or its agents for enquiry.
10. The installation and the performance of the Broadband, HomeLine, OTT and/or other related devices may be adversely affected by the related technical, circumstantial, and other external factors.
11. If Subscriber early terminates any one of the Services during the Commitment Period, related Services under the Service Plan will be terminated upon expiry of 30-day notice period and Subscriber shall pay on demand, as liquidated damages, a service termination fee equal to the total service fees for the unexpired Commitment Period. Subscriber of i-CABLE Broadband, HomeLine or OTT Service (whether MyTV Super or Channel 18) shall pay on demand a cancellation fee (please refer to the Additional Service Charge Table at the link https://service.i-cable.com ("Website") or the aggregate service fees for the unexpired Commitment Period, whichever is higher. i-CABLE further reserves the right to recover from Subscriber all the promotional benefits provided or debit to Subscriber's account the full value of the promotional benefits prior to termination. All fees paid are not refundable nor transferable.

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12. The prevailing service charge will be announced around 30 days before expiry of the Commitment Period. Upon expiry of the Commitment Period, i-CABLE will continue to provide the Services (including value-added service) on a month-to-month basis, unless Subscriber provides not less than 30-day written notice (in i-CABLE prescribed form) for Service termination. Such notice may not be served upon i-CABLE earlier than the second last month of the Commitment Period, as it may be treated as early termination and a breach of the Commitment Period. If accepted, the service termination will take effect upon the expiry of the said 30-day notice period or the Commitment Period, whichever is the later.
13. Subscriber on rental program for Homeline eMTA and/or Broadband Cable Modem and/or Smart Broadband Router and /or OTT must return the Homeline eMTA with power adaptor and/or Broadband Cable Modem with power adaptor and/or Smart Broadband Router with power adaptor and/ or OTT Box with power adapter and remote control to one of the designated collection centers within 30 days after service termination, failing which the equipment will be treated as unreturned and an amount for the unreturned equipment will be charged to Subscriber. (Please refer to the Additional Service Charge Table at the Website for the charges).
14. New Subscriber who has successfully subscribed to and installed Broadband service, HomeLine and/or OTT service may opt to cancel the services and has his prepaid service fee refunded (if any) by calling 183 2832 himself within seven days from the date of successful installation, provided that the Subscriber is required to pay the service installation fee (please refer to the Additional Service Charge Table at the Website) and value of any redeemed gift (if applicable) which shall be set out by the Company. The installation fee and value of redeemed gift (if applicable) will be settled by Subscriber's credit card account or deducted from service fee prepayment. This clause is not applicable to door-to-door sales.
15. For Subscribers of i-CABLE Smart Broadband Service: The registration address for the i-CABLE Smart Broadband Service must be a residential address. Subscribers must provide identification documents and proof of residence to complete SIM card real name registration. Hong Kong Cable Television Limited and i-CABLE Telecom Limited reserves the rights to suspend or terminate the i-CABLE Smart Broadband Service without prior notice if the service is not used at the designated registered service address and/or with the designated router/device.
16. If during the Commitment Period the Subscriber requests to relocate the service to a registered address which is:
    a) A specific designated housing estate, which includes but not limited to Caribbean Coast, Wetland Seasons Park, Regency Bay, and Constellation Cove, i-CABLE reserves the right to require the Subscriber to enter into a new contract to ensure a smooth transition to the new registered address. The new contract will define updated terms and conditions, including provisions for the service period of not less than 24 months, monthly service fee and installation fee applicable to the new address at that time, and associated arrangements. If the Subscriber decides not to sign the new contract, early termination of the existing contract will apply; or
    b) A place within Hong Kong where the i-CABLE network is not available, the Subscriber must give i-CABLE not less than 30 days' prior notice in writing with a valid address proof to terminate the subscription. i-CABLE will debit the account an installation fee (please refer to the Additional Service Charge Table on the Website) and the full value of any upfront gifts (if applicable) as an offset to the cost of gift.
17. Subscriber acknowledges and agrees that use of Services is subject to the processing of information, which might contain personal information, pursuant to i-CABLE's Privacy Policy Statement (私隱政策) and Personal Information Collection Statement (個人資料收集聲明) (please refer to the statements on the Website).
18. i-CABLE reserves the right to change the content and terms of the Service Plan without prior notice.
19. In addition to this Service Plan Terms and Conditions as stipulated herein, it is essential to read the relevant General Terms and Conditions, the following order of precedence shall apply with respect to the conflicting provisions: (i) the subscription form, (ii) this Service Plan Terms and Conditions, and (iii) the relevant General Terms and Conditions of Service, unless otherwise expressly stated in subsequent amendment. In the event of any dispute, i-CABLE reserves the right in its sole discretion to make the final decision regarding all aspects related to the Services, including but not limited to any terminations, modifications, or interpretations thereof. i-CABLE's decision shall be final and binding on the Subscriber.

Others

20. i-CABLE may at any time assign and/or transfer this Agreement or any of our rights and obligations hereunder in favour of any third party without Subscriber's prior consent. This Agreement is solely for Subscriber's benefit and does not confer any rights or remedies on any other person or entity. The Subscriber may not assign or transfer this Agreement, in whole or in part, either voluntarily or by operation of law and it shall bind Subscriber's estate.
21. These terms and conditions are subject to the laws of Hong Kong Special Administrative Region and the parties submit to the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.
22. These terms and conditions may be prepared in English and Chinese. Both the English and Chinese versions shall be of equal legal effect. In the event of inconsistency between the English and Chinese versions, the English version shall prevail.
23. Third Party Rights
    The Contracts (Rights of Third Parties) Ordinance (Cap.623) shall not apply to the Agreement. For clarity, a person who is not a party to the Agreement shall have no right to enforce the Agreement.
24. i-CABLE may change the method and delivery route from time to time without informing the Subscriber.

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myTV SUPER Service Terms and Conditions

1. The service is applicable to new myTV SUPER customer and available to use on myTV SUPER Box platform.
2. Customer enjoys main service - myTV Gold Box and additionally 2 “myTV SUPER Multiview Service” within the contract period which can enjoy 2 concurrent viewing on myTV SUPER App or myTV SUPER Web.
3. Each “myTV SUPER Multi-view Service” can switch to other compatible device or internet browser for 3 times a month at maximum. If cookie is cleared or App is deleted, you are required to log-in device again and the number of times of switching device or internet browser will be reduced accordingly. Our record of customer switching device and the number of times of switching shall be final and without dispute.
4. Content via “myTV SUPER Multi-view Service” accessible through one viewing device may not be viewed or accessible through other viewing devices, or such content on “myTV SUPER Multi-view Service” may differ from that delivered on TV due to various reasons such as limitations or restrictions from third party. MyTV Super Limited is not liable for such inaccessibility or difference.
5. If customer enjoy myTV Gold App via “myTV SUPER Multi-view Service”, they can enjoy Smart Download Service fee waived during the contract period. Smart Download Service offers video download of a maximum of 30 videos each month and the viewing period of each downloaded video is 7 days, or until the relevant program off-shelf day (whichever is earlier).
6. Smart Download Service is only applicable to selected videos, and videos downloaded can be viewed in or outside Hong Kong via myTV SUPER App. Please visit https://www.mytvsuper.com/en/smartdownload for basic download requirement.
7. myTV SUPER Box requires HDMI connection to TV and does not support HDMI splitters. myTV SUPER App and myTV SUPER Web is applicable to designated internet browsers via PC, compatible devices and designated mobile operating systems. Please visit http://www.mytvsuper.com/en/basic_requirement for details.
8. myTV Gold Box customers can enjoy viewing of 4K programs , 4K resolution is only available in designated programs through the use of myTV SUPER Box connected with 12Mbps broadband network and 4K TV Set.
9. myTV SUPER service is only eligible for persons aged 18 or above and available for use in Hong Kong.
10. myTV SUPER Football Pack includes EFL Championship, EFL League One, EFL League Two, EFL Cup, EFL Trophy, Dutch Eredivisie and A-League up to 2027/2028 season, Portuguese Cup, J1 League and J League Cup up to 2026/2027 season, K League up to 2027 season and Japanese Super Cup 2025.
11. TVODs are not included in myTV Gold service.
12. Subscriber on rental program for Homeline eMTA and/or Broadband Cable Modem and/or myTV SUPER Converter must return the Homeline eMTA including adapter and/or Broadband Cable Modem including adapter and/or myTV SUPER Converter including remote control to one of the designated collection centers within 30 days after service termination, failing which the equipment will be treated as unreturned and an amount for the unreturned equipment will be charged to Subscriber (Charge details please refer to the Additional Service Charge Table on the Website).
13. myTV SUPER service is provided by MyTV Super Limited subject to the "myTV SUPER Terms of Service" (www.mytvsuper.com/en/tos) which MyTV Super Limited reserves the right to modify any part from time to time.
14. 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, replacement, or withdrawal.
15. MyTV Super Limited reserves the right to suspend, vary or terminate (all or any part of) the above offer or amend the relevant terms and conditions at any time without prior notice. In case of any dispute, MyTV Super Limited reserves the right of final determination.
16. These terms and conditions shall be governed and construed in accordance with the laws of the Hong Kong Special Administrative Region.

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1. Application

This document details the terms and conditions for the provision of Services by i-CABLE. The Subscriber is deemed to have accepted the Conditions and the relevant Tariffs when applying for the Services.

2. Definitions and Interpretation

2.1 Unless the context says otherwise:

- "Application" means a request for Services made by the Subscriber which may be oral or written by completing a relevant i-CABLE service order form.
- "CA" means the Communications Authority established by section 3 of the Communications Authority Ordinance (Cap. 616) or its successor.
- "CABLE TV" means Hong Kong Cable Television Limited and includes any of its successors, transferees, assignees, principal, or agents.
- "Commitment Period" means the minimum subscription period applicable to the Service(s) selected.
- "Conditions" means the terms and conditions in this document namely clauses 1 to 16 (both inclusive).
- "Contract" means the agreement between the Subscriber and i-CABLE for the provision of Services comprising these Conditions, the Tariff, the Application, any policies, or user guides issued and revised by i-CABLE from time to time.
- "Directory Number" means the telephone number assigned to the Subscriber.
- "Equipment" means equipment (including software relating thereto) which is provided by i-CABLE for the provision of a Service to the Subscriber and which is installed at the Subscriber's premises, excluding the Subscriber's equipment or third-party equipment.
- "Hong Kong" has the meaning ascribed to that term in the Interpretation and General Clauses Ordinance (Cap.1).
- "i-CABLE"/"The Company" means i-CABLE Telecom Limited and includes any of its successors, transferees, assignees, principal, or agents.
- "Network" means the telecommunication network used for the provision of Service(s).
- "Ordinance" means the Telecommunications Ordinance (Cap.106) and includes any replacement of or amendment to it.
- "PIN" means a Personal Identification Number.
- "Service(s)" means any telecommunications services offered by i-CABLE to the Subscriber.
- "Special Conditions" means the special terms and conditions (if any) set out in the Tariff or the Application which are applicable to the Services.
- "Subscriber" means any person, firm, or entity (a) which has registered for a Service; (b) which has used the Service, but has not registered for that Service; or (c) as stated in the Application.
- "Tariff" in respect of a Service means the description of the Service, the charges and any Special Conditions relating to the Service as published and amended from time to time.
- "Website" means service.i-cable.com.

2.2 Unless the context says otherwise:

a. Capitalised terms not defined herein will have the meanings ascribed to them in the Ordinance.
b. A reference to a clause is a reference to a clause of these Conditions.
c. Where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.
d. The singular includes the plural and conversely.
e. Headings to clauses are used for convenience of reference only and do not form a part of the clauses.
f. If there is a conflict between the Conditions and the Tariff (excluding the Special Conditions) the Conditions will prevail to the extent of the conflict. If there is a conflict between the Conditions and the Special Conditions, then the Special Conditions will prevail to the extent of the conflict.
g. Any correspondence which is required to be given in writing can be given by prepaid post or facsimile transmission.
h. All charges in the Tariff and the Application are in Hong Kong dollars.
i. A reference to a "day" refers to a calendar day.

3. Provision of Service

3.1. i-CABLE HomeLine service is only applicable to Subscribers who reside in the coverage area. Accordingly, i-CABLE may not be able to provide HomeLine service in some cases and those applications may not be further processed.

3.2 Where i-CABLE has accepted an Application from the Subscriber, i-CABLE will provide the Services subject to the terms of the Contract.

3.3. i-CABLE will endeavour to provide the Services subscribed by the Subscriber within a reasonable time or a time

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agreed with the Subscriber.

3.4. i-CABLE does not guarantee continuous provision of or fault free Service. In the event of a fault arising in the operation of the Service, the Subscriber shall immediately notify i-CABLE. i-CABLE will determine the appropriate methods for providing the Service and the route along which a Service is delivered to the Subscriber. i-CABLE will resume the Service as soon as practicable. i-CABLE may change the method and delivery route from time to time without informing the Subscriber.

3.5. The Subscriber understands that the Service cannot run properly in case of power failure, hence it is not suitable for connection to Personal Emergency Link Service or for users relying on Personal Emergency Link Service.

3.6 If the Subscriber uses the Service at an address different from the installation address registered with i-CABLE without first notifying i-CABLE, i-CABLE will not be able to provide the caller's correct location to the Hong Kong Police Force or other relevant departments in emergency situation.

3.7 The provision of a Service to the Subscriber is subject to the Subscriber providing such information as may be reasonably requested by i-CABLE and which meets i-CABLE's credit policy requirements.

3.8. i-CABLE will repair faults that occur due to normal wear and tear on a date agreed with the Subscriber unless otherwise provided, or if the Subscriber has entered into an alternative maintenance arrangement with i-CABLE. In some cases, a temporary repair may be performed to enable the Subscriber to use the Service before permanent repair.

4. Use of Service

4.1 The Subscriber shall use the Service in accordance with the terms and conditions of the Contract.

4.2 Subject to the Contract, the Subscriber may allow any person to use the Service provided that the Subscriber shall remain liable to i-CABLE for all charges incurred thereby and for any and all liabilities or obligations arising under the Contract. The Subscriber shall be liable for all charges incurred through the use of the Service whether such charges were incurred with or without the consent of the Subscriber.

4.3 If the Subscriber vacates the premises at which the Service is provided without cancelling the Service, the Subscriber will be liable for any charges outstanding in respect of the use of the Service and any charges incurred in respect of the Service by any person who commences occupation of the premises or remains in occupation after the Subscriber has vacated the premises, or by any other person whom such person permits to use the Service.

4.4 The Subscriber must not use or permit another person to use the Service:

a. in connection with, or in, the commission of an offence against the laws of Hong Kong;
b. for the purposes of resale or sublease of the Service, unless otherwise agreed by i-CABLE in writing;
c. which infringes any rights (including intellectual property rights) of any third party;
d. for the purpose of sending unsolicited advertising material or message;
e. which interferes with, impedes or impairs the use or operation of, or do anything likely to interfere with, impede or impair the use or operation of the Service; or
f. for purposes not authorised by i-CABLE.

4.5 The Subscriber must:

a. comply with any written notice from i-CABLE in relation to the modifications of any apparatus, or other action to be taken, to eliminate the interference, impedance or impairment or the likelihood of the interference, impedance or impairment;
b. permit or obtain the necessary permission to enable i-CABLE's employees or agents to enter any premises to inspect any apparatus, including machinery, engines, meters, lamps, transformers or fittings (apparatus), which is, or may be, causing or likely to cause, any interference or damage to the Network; and
c. provide i-CABLE with prior and sufficient advance notice in the case where the Subscriber uses or intends to use the Service at any time for the purpose of receiving or delivering relatively high volume of telecommunication call traffic, or otherwise in order to eliminate the interference, impedance or impairment or the likelihood of interference, impedance or impairment to the Service or the Network.

4.6 If non-effective calls to the Service are caused by or due to the Subscriber's usage behaviour, and such non-effective calls are interfering with the efficiency or integrity of the Network, i-CABLE may require the Subscriber to take such action as required by i-CABLE and if the Subscriber does not comply with the requirement, i-CABLE may discontinue the provision of the Service to the Subscriber without further notice to the Subscriber.

4.7 The Subscriber shall indemnify and hold i-CABLE, its employees and agents against all claims or any losses or damages which i-CABLE suffers or incurs as a result of:

a. any acts or omissions of the Subscriber or any third party;
b. any claims by any person relating to the supply of the Service or its use by the Subscriber or any other person or any delay or failure to provide the Service;
c. a breach by the Subscriber of the Contract;
d. any unauthorised activity by the Subscriber or any third party to whom a Service is provided;
e. any claims by any person or liability of i-CABLE under any applicable law in relation to the supply of the Service including any claims for infringement of any intellectual property rights or any claims arising out of or

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relating to the use of the Service to carry material of obscene, indecent or defamatory nature; and

f. i-CABLE's access to the premises in relation to the supply of the Service, other than to the extent that the losses or damages are contributed by i-CABLE.

5. Numbers

5.1. The Subscriber will be assigned a new Directory Number upon successful installation for immediate use of Service and a value-added service will be provided to facilitate port-in of the Subscriber's existing Directory Number. The Subscriber should note that in some cases number porting might be delayed or not successful and i-CABLE will not be liable to the Subscriber for any delay or failure of number porting.

5.2. i-CABLE may assign a Directory Number and/or PIN to the Subscriber and may withdraw or vary the numbers so assigned at any time. Upon termination or cancellation of the Service and unless otherwise determined by i-CABLE, the Directory Number assigned to the Subscriber in connection with the Service shall automatically be relinquished and i-CABLE may reassign such number.

5.3 The Subscriber is responsible for the security of any unpublished Directory Number and PIN. i-CABLE will not be liable for any loss or damage sustained by the Subscriber by reason of any disclosure of an unpublished Directory Number and PIN.

5.4 The Subscriber acknowledges that Directory Numbers are governed by numbering plans and guidelines issued by the CA and that the Subscriber has no title, goodwill, or interest in any Directory Number.

5.5 The Subscriber acknowledges that i-CABLE may impose a subscriber number fee or any other related or similar fees in addition to the charges for the Service.

6. Access to Premises

The Subscriber must allow or obtain the required permission to enable i-CABLE's employees or agents to enter at all reasonable times into the premises where the Service will be provided to inspect, test, install, maintain, replace and remove the Service or Equipment prior to, during and after the provision of the Service, as well as to inspect any other equipment used in or in connection with the Service. The Subscriber will provide safe access to the premises and safe conditions for i-CABLE's employees or agents whilst in the premises.

7. Equipment

7.1 i-CABLE will endeavour to deliver and install such Equipment as has been agreed with the Subscriber to the agreed installation site on the date determined by i-CABLE or agreed with the Subscriber. The title to the Equipment delivered and/or installed shall remain with i-CABLE and the risk of loss or damage shall be borne by the Subscriber.

7.2 The Subscriber must:

a. provide a suitable place for the Equipment to be installed;
b. provide proper and adequate lighting, air-conditioning, fire protection, approved power supply, approved wiring and any other special requirements as informed by i-CABLE;
c. obtain any consents required for the installation and connection of the Equipment;
d. provide safe conditions for the installation of the Equipment;
e. not misuse the Equipment and will follow i-CABLE's directions as well as any directions from the manufacturer regarding the use of the Equipment;
f. leave the Equipment where it was installed and never interfere with the Equipment or any identifying marks or numbers on it unless authorised in writing by i-CABLE;
g. protect the Equipment from radio or electrical interference, abnormal environmental conditions, and any other risks; and
h. not use or allow others to use the Equipment for any purpose other than that for which the Equipment was provided.

7.3 a. The Subscriber acknowledges and agrees that any equipment which the Subscriber intends to connect to the Network must:

i) be approved by i-CABLE in writing prior to any connection, and
ii) comply with the technical standards as advised by i-CABLE from time to time.

b. At the time of Application the Subscriber must provide all details regarding the equipment which it intends to connect to the Network. i-CABLE may reject the Application if the required information is not provided or in i-CABLE's reasonable view, the equipment does not comply with i-CABLE's technical standards.

c. i-CABLE may at any time disconnect the Subscriber's equipment connected to the Network if:

i) the equipment so connected is different from the details provided by the Subscriber;
ii) there is any malfunction of the equipment; or
iii) the Service to the Subscriber is terminated or discontinued for whatever reason.

d. The Subscriber shall indemnify and save i-CABLE harmless against any claims or actions (including action for infringement of any intellectual property rights of third parties) that may be brought against i-CABLE as a result of any acts or omissions of the Subscriber in connection with the use of the Service.

7.4 The Subscriber acknowledges and agrees that for the sale and rental of Equipment:

a. Equipment is for the sole use of the Subscriber and in connection with the Service. The Equipment is not for

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resale or for use with other services or products.

b. For Equipment sold, the Equipment (excluding consumables) will be warranted to be free from defect in workmanship and material under normal use for 90 days from the date of purchase ("Warranty"). During the Warranty period, i-CABLE will at its own option and cost replace and repair the Equipment or any parts of the Equipment except replacements and repairs caused by any of the events set out in paragraph (d).

c. For Equipment on rental, during the rental period, i-CABLE will at its own option and cost replace and repair the Equipment or any parts of the Equipment except replacements and repairs caused by any of the events set out in paragraph (d).

d. i-CABLE shall not have any obligations to replace or repair the Equipment caused by: accident, negligence or improper use of the Equipment or any part of the Equipment; modification, repair or alteration made to the Equipment by persons not authorised by i-CABLE; removal or relocation of Equipment without the approval of i-CABLE; or non-compliance of the environmental conditions for the installation of the Equipment.

e. i-CABLE shall have the right to terminate the rental or applicable Warranty if:
   i) any alteration, modification or repair is made to the Equipment without the authorisation of i-CABLE;
   ii) any parts not approved by i-CABLE have been used in connection with the Equipment;
   iii) the serial number on the Equipment has been removed, defaced, or altered; or
   iv) the Equipment is re-sold or transferred by the Subscriber without the written approval of i-CABLE.

f. i-CABLE shall be entitled to charge the Subscriber repair or replacement cost and other testing or handling charges in respect of the Equipment or any part of the Equipment not covered by the Warranty.

g. Risk of loss or damage to the Equipment shall pass to the Subscriber on installation. In the case of sale of Equipment, title in the said Equipment shall not pass until full payment of the purchase price is received by i-CABLE. Title shall not pass in the case of Equipment on rental.

h. The Subscriber shall provide suitable environment as instructed by i-CABLE for installation of the Equipment.

i. On termination of the rental or expiration of the rental period the Subscriber shall permit i-CABLE to access the Premises where the Equipment is installed to remove the Equipment.

j. Subject to clause 12.2, on expiration of the initial rental period, the rental of the Equipment shall continue on a monthly basis until otherwise terminated by either party by giving to the other no less than 30 days written notice or otherwise extended.

8. Charges for Service and Payments

8.1 A confirmation letter setting out the details and charges of the Service Plan will be sent via email or post to Subscriber within 7 working days. Subscriber should call the Customer Service Hotline of CABLE TV/i-CABLE within 7 working days after receipt of the confirmation letter for any enquiry on the details and terms of the Service Plan.

8.2 If Subscriber chooses a different billing cycle date from service commencement date and/or last date of the Commitment Period, CABLE TV/ i-CABLE will charge the Service for the periods between the service commencement date and the first billing cycle date as well as between the expiry of the Commitment Period and the last date of the final billing cycle at the prevailing rate on a pro rata basis.

8.3 i-CABLE will charge fees in accordance with the Additional Service Charge Table on the Website. i-CABLE may vary the charges at any time and will inform Subscriber of any changes not less than 30 days in advance.

8.4 The Subscriber shall pay i-CABLE the full amount of the charges for Service as specified in the statement from i-CABLE without deduction or set-off. Charges for the Service are exclusive of any applicable taxes, withholdings of any kind, surcharges, duties, or other similar charges assessed or imposed by any competent governmental authority on, or in relation to, the Service ("Taxes") or any third-party charges. In addition to all other charges and amounts payable under the Contract, the Subscriber shall pay and be solely responsible for any and all Taxes. The Subscriber shall not deduct any Taxes from the charges payable to i-CABLE.

8.5 The fees for Service must be paid in advance.

8.6 Charges payable based on usage will be calculated, except where i-CABLE otherwise determines, by reference to the details of such usage as are recorded by i-CABLE.

8.7 The Subscriber may incur additional service charges when using the Service. For details, please refer to Additional Service Charge Table published on the Website. Where the telecommunications services of a third party is accessed using the Service, the Subscriber shall pay the charges relating to the telecommunications services of that third party to i-CABLE on demand.

8.8 Unless otherwise stated by i-CABLE, statements for charges payable will be rendered through electronic means in accordance with i-CABLE's normal billing cycle for the type of Service provided. A hard copy of this statement will be available upon request and payment of i-CABLE's handling charge. Any such charges are due and payable by the Subscriber to i-CABLE by the date or within the time specified in the relevant statement from i-CABLE. Statements for Taxes payable by the Subscriber will be rendered by i-CABLE from time to time upon its receipt of request or notice from the competent governmental authority. Charges for Taxes are due and payable by the Subscriber either to i-CABLE or directly to the relevant governmental authority (as specified by i-CABLE in the relevant statement) by the date or within the time specified in the relevant statement from i-CABLE. The Subscriber

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shall be solely responsible for any late payment interest or penalty charges imposed by the relevant governmental authority in the event that it fails to make payment on or before the payment due date as specified in the relevant statement.

8.9 If the Subscriber has paid an amount of charges in advance and that the amount is less than the amount of charges payable for that period (including the effect of variation to charges during a period), the Subscriber shall pay to i-CABLE the difference between the amount paid in advance and the amount of charges so payable.

8.10 Notwithstanding the foregoing i-CABLE may at any time issue an interim statement for charges due at the date of issue requiring payment of those charges immediately or within a specified period, and on issue of such an interim statement or demand, those charges are so due and payable by the Subscriber to i-CABLE.

8.11 Payment by cheque will be deemed to be unpaid until the cheque has been cleared, and the Subscriber will be liable to i-CABLE for any bank fees incurred by i-CABLE relating to a dishonoured cheque.

8.12 Where any amount due by the Subscriber to i-CABLE in respect of charges payable remains unpaid on the date on which it is due, without prejudicing any other remedies available to i-CABLE, all charges incurred under the Subscriber's account(s) with i-CABLE shall become due immediately and payable by the Subscriber on demand and i-CABLE shall have the right to suspend all other Services subscribed under the Subscriber's account(s). i-CABLE may charge interest at 2% per month on any outstanding charges.

8.13 The Subscriber will continue to be responsible for all charges incurred between the time of suspension or request for cancellation of a Service and the actual cancellation of the Service.

8.14 Where the total charges payable in any account rendered do not amount to a multiple of 5 cents, the total charges may be rounded down to the nearest 5 cent multiple. The Subscriber will not be liable for the difference between the total charges and the total charges which have been rounded down, which difference will be withdrawn.

8.15 If there is any dispute relating to the charges for Service, the records of i-CABLE will be conclusive evidence of the charges payable by the Subscriber. The Subscriber must raise any dispute with i-CABLE within 21 days of receipt of the statement.

8.16 The Subscriber shall pay for all charges for Service incurred prior to the date of disconnection or suspension of Service on or before the payment due date set out in the relevant statement of account from i-CABLE.

8.17 Unless otherwise agreed between the Subscriber and i-CABLE, i-CABLE will provide consolidated account for all Services provided by i-CABLE and charges under consolidated account will be collected by i-CABLE using one of the payment methods chosen by the Subscriber.

8.18 Any promotional benefits offered for the Service is non-transferable and non-redeemable for cash.

9. Security for Payment of Charges

9.1 At any time i-CABLE may require the Subscriber:

a. to provide a security deposit for charges incurred or will be incurred in relation to the Service; or

b. to pay in advance the whole or part of the charges which will be or may be estimated to be incurred in relation to the Service.

9.2 The receipt by i-CABLE of such a security or advance payment will in no way relieve the Subscriber from compliance with the Contract as to payment of periodical charges in advance, nor constitute a waiver or modification of the terms and conditions of the Contract for the suspension or cancellation of a Service for non-payment of any charges.

9.3 If the Subscriber has provided security or paid charges in advance, the Subscriber is entitled on cancellation or termination of the Service to the release or refund of any security or any advance not required to cover charges outstanding at the time of cancellation or termination.

9.4 Security or advance payment made by the Subscriber is not risk free. In the unlikely event that i-CABLE goes into liquidation, there is no guarantee that the Subscriber will receive the security or advance payment back. The Subscriber's rights to get refund of the security or advance payment will be subject to the relevant laws and regulations governing liquidation of companies in Hong Kong.

10. Cancellation, Change or Deferment of Application

The Subscriber may cancel, change, or defer the Application by notice to i-CABLE. The notice will be in writing, or the Subscriber may call i-CABLE's Customer Services Hotline. Where the Subscriber cancels, changes or defers an Application, the Subscriber shall pay to i-CABLE a cancellation fee (if any) specified in the Application and/or the Tariff and such amount for any work done, any expenses incurred and loss or damage sustained by i-CABLE as a result of the cancellation, change or deferment.

11. Suspension or Withdrawal of Service

i-CABLE may suspend or restrict a Service at any time without notice for any period as it sees fit without being liable to the Subscriber or any third party for any loss or damage whatsoever resulting from or in connection with the suspension or restriction of the Service:

a. in an emergency or whenever i-CABLE considers it necessary in order to safeguard provision of Service;

b. while payment of charges for the Service is overdue;

c. if i-CABLE is unable to locate the Subscriber at the address notified by the Subscriber and has reason to believe that the Subscriber is no longer residing at that address;

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d. if in the reasonable opinion of i-CABLE there is, has been or may be unauthorized or fraudulent use of the Service;
e. if the Subscriber becomes bankrupt or insolvent or enters into a scheme of arrangement or composition with the Subscriber's creditors or, being a company, is placed in receivership or under official management or has a provisional liquidator appointed;
f. if the Subscriber is in material breach of the Contract;
g. if in the reasonable opinion of i-CABLE the use of the Service or Equipment by the Subscriber is causing or may potentially cause damage or any interference to the Network or Equipment or inconvenience to other subscribers of i-CABLE;
h. to carry out routine maintenance to the Network;
i. if the Subscriber has incurred charges for the Service which has exceeded the credit limit allowable by i-CABLE irrespective of whether such credit limit has been communicated to the Subscriber; or
j. to comply with a direction or request of the CA or other competent government authority.

12. Termination of Service

12.1 i-CABLE may terminate the provision of a Service to the Subscriber without necessarily informing the Subscriber:
a. following the removal of such Service from its Tariff;
b. if the Subscriber vacates the premises in which an Equipment is located and does not request cancellation of the Service at that time;
c. if the Subscriber becomes bankrupt or insolvent or enters into a scheme of arrangement or composition with the Subscriber's creditors or, being a company, is placed in receivership or under official management or has a provisional liquidator appointed;
d. if the Subscriber being a natural person dies;
e. if, whether or not the Service has already been suspended under clause 11, payment of an account, or provision of security for the Service is overdue;
f. if i-CABLE is refused entry or for any other reason is unable to enter any premises to install, inspect, repair, or change the Equipment or other equipment used in connection with the Service;
g. if i-CABLE has given written notice to the Subscriber that there is a fault in the operation of the Service which is caused by a defect in facility which is provided by the Subscriber and which i-CABLE has not contracted to maintain and the defect is not corrected by the Subscriber after expiration of the time specified in i-CABLE's notice;
h. in accordance with clause 4.6; or
i. if the Subscriber is in material breach of the Contract.

12.2 a. If after the Commitment Period Homeline Service Subscriber wishes to terminate the Service and requests number porting, the Subscriber must give i-CABLE not less than 30 days' prior written notice before such change can be effective (For number porting case, it starts from the date of receiving written request from new service provider). The Subscriber should note that in some cases number porting might be delayed or not successful and i-CABLE will not be liable to the Subscriber for any delay or failure of number porting.
b. If at any time Subscriber wishes to change the registered address for the Service, the Subscriber must give i-CABLE not less than 30 days' prior notice in writing before such change can be effective. A Relocation Fee will be separately charged (please refer to the Additional Service Charge Table on the Website).
c. If during the Commitment Period the Subscriber changes the registered address for any one of the Services, to a residential address within Hong Kong where the Network is not available, the Subscriber must give i-CABLE not less than 30 days' prior notice in writing with a valid residential address proof of either of the following options to apply for the remaining Commitment Period after the expiry of the 30-day notice period:
i) Continue using the Service at the existing registered address; or
ii) Terminate the subscription: i-CABLE will debit the account an installation fee (please refer to the Additional Service Charge Table on the Website) and the full value of any upfront gifts (if applicable) as an offset to the cost.

12.3 Where provision of a Service has been terminated under clause 12.1 or 12.2:
a. the reconnection of the Service will be subject to the relevant connection charge specified in the Tariff;
b. i-CABLE may recover against the Subscriber in any court of competent jurisdiction any charges due and payable by the Subscriber which remains unpaid following the due date for payment. Without limiting the foregoing, the Subscriber will be liable for all legal costs (including solicitor and client costs) and all other reasonable expenses incurred in recovering any or all of the charges due and payable to i-CABLE.

12.4 Notwithstanding the foregoing i-Cable may terminate the provision of the Service to the Subscriber with not less than 30 days written notice without any liability to the Subscriber.

12.5 Without prejudice to other rights and remedies of i-CABLE, the Subscriber shall be liable for the full payment of all fees for the Service and where applicable the rental for the Equipment for the Commitment Period notwithstanding any termination of the Service before the expiry of the Commitment Period by:
a. the Subscriber for any reasons; or
b. i-CABLE on the ground of the Subscriber's breach of the Contract.

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13. Subscriber Information

13.1 i-CABLE may use and/or disclose the information (including personal information) from the Subscriber ("Data") for the purpose of: (a) provisioning Service to the Subscriber and enforcing i-CABLE's rights in connection with the provisioning of Service to the Subscriber; (b) the publication of any directory listing (unless the Subscriber has opted to be unlisted); (c) credit checks; (d) debt collection; (e) market research; (f) prevention or detection of crime; (g) disclosure as required by law or a government authority; (h) provisioning of emergency services; and (i) any other purposes as may be agreed between a Subscriber and i-CABLE. Further, i-CABLE may disclose the Subscriber's Data to its suppliers/contractors/agents/other network operators in connection with any of the purposes referred to in the foregoing. In these circumstances these third parties can make no use of the Subscriber's Data other than for the purpose for which it was provided.

13.2 Subject to the Subscriber's consent, i-CABLE may use the Data for direct marketing purpose, i.e. providing information about telecommunications, television products, services and promotion, joint marketing offers, products and services, which may include computers and peripherals, printed matters, computer software and games, toys, sporting equipment, travel, banking, entertainment, transportation, household, apparel, food and beverages, insurance, education, health and wellness, social network, media, cosmetic and beauty, luxurious products, vouchers, coupons and gifts. The Subscriber may request i-CABLE to cease to use the Data in direct marketing by notifying i-CABLE's Personal Data Officer, i-CABLE, P.O. Box 357 Tsuen Wan Post Office or pdenquiry@i-cable.com quoting Subscriber's account number.

13.3 If necessary, i-CABLE may transfer the Data to places outside Hong Kong for carrying out the purposes, or the directly related purposes specified above, for which the Data were collected. Where such a transfer is performed, it will be done in compliance with the prevailing requirements of the Personal Data (Privacy) Ordinance, Cap 486 of the laws of Hong Kong.

13.4 The Subscriber is deemed to have consented to the inclusion of their name, address, business name, and telephone number(s) in any of i-CABLE's database in any medium for providing for providing directory enquiry services unless the Subscriber requests in writing that such information not be listed in i-CABLE's directory enquiry database. i-CABLE shall not be liable to the Subscriber or any other person for loss or damage, whether direct or indirect, resulting from delay or failure to provide directory information services or a public emergency call services or in connection with number porting arrangements except to the extent required by the application laws, including but not limited to any regulations, code of practices, and circulars.

13.5 The Subscriber is entitled to know what Data i-CABLE may have about the Subscriber and to correct any errors by writing to i-CABLE's Personal Data Officer, i-CABLE, P.O. Box 357 Tsuen Wan Post Office or pdenquiry@i-cable.com. i-CABLE may impose a charge for complying with a data access request.

13.6 A copy of i-CABLE's policy on personal data is available by writing to i-CABLE's Personal Data Officer or through i-CABLE's home page.

14. Exclusions and Limitation of Liability

14.1 To the extent allowed by law, the liability of i-CABLE whether arising from a breach of contract or negligence on the part of i-CABLE or its employees or agents or contractors or suppliers (including suppliers of the Service or parts of the Service) will be limited to:

a. the supply or resupply of the Service, as the case may be, unless otherwise provided in the Tariff; and

b. in the case of personal injury to or death of any person - unlimited.

14.2 Notwithstanding clause 14.1, under no circumstances will i-CABLE, its employees, agents or contractors or suppliers (including suppliers of the Service or parts of the Service) be liable in any way whatsoever to the Subscriber or any other person for any special, indirect or consequential loss or damage, loss of profit, business, revenue, goodwill, use of data or anticipated savings.

14.3 Each limitation or exclusion in this clause 14 is to be construed as a separate limitation or exclusion applying and surviving even if for any reason any of the provisions is held inapplicable in any circumstances.

14.4 i-CABLE will not be liable to the Subscriber or any person claiming through the Subscriber for any defaults caused by an event beyond the reasonable control of i-CABLE.

14.5 Notwithstanding the foregoing i-CABLE will not be responsible to the Subscriber or any person for any repair required for any fault in the Service due to natural disaster; misuse or unauthorised use of the Service by the Subscriber or any third party; the Subscriber's provided equipment; or abnormal environment conditions.

15. General Provisions

15.1 The Contract represents the entire understanding between i-CABLE and the Subscriber relating to the Service and there is no promises, terms, conditions, or obligations, oral or written, expressed or implied, other than those contained in the Contract.

15.2 Each of the provisions of the Conditions is severable and distinct from the others and, if one or more of such provisions is or becomes illegal, invalid, or unenforceable, the remaining provisions will not be affected in any way.

15.3 The Contract and the transactions contemplated by the Contract are governed by the law in force in Hong Kong and each party submits to the exclusive jurisdiction of the Courts of Hong Kong and courts of appeal from them for determining any disputes concerning the Contract and the transactions contemplated by the Contract.

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15.4 A copy of the Conditions and the Tariffs may be inspected at the principal business premises of i-CABLE or provided to the Subscriber on request at a fee.

15.5 Any statements, notices or communication by i-CABLE to the Subscriber shall be sufficiently given to the Subscriber if addressed to the Subscriber at the address notified to i-CABLE by the Subscriber, by post or facsimile transmission or email and shall be deemed to have been given and received on the day on which such communication ought to have been received in the ordinary course of such transmission or delivery.

15.6 The Subscriber shall not assign or transfer any or all of its rights and obligations under the Contract to any third party. i-CABLE may at any time assign or transfer any or all of its rights and obligations under the Contract to any person without the Subscriber's agreement.

15.7 No delay, neglect, or forbearance on the part of i-CABLE in enforcing against the Subscriber any term or condition of the Contract shall either be or be deemed to be a waiver or in any way prejudice any right of i-CABLE under the Contract.

15.8 Cancellation or termination of a Service or the Contract does not operate as a waiver of any breach by a party of any of its provisions and is without prejudice to any rights, liabilities or obligations of any party which have accrued up to the date of termination, including without limitation an obligation to pay any accrued charges.

15.9 These Conditions may be amended from time to time by i-CABLE. Such amendments shall become effective when published, advertised, or notified to the Subscriber by such means as i-CABLE thinks fit and shall be binding on the Subscriber if the Subscriber continues to use any of the Services after the effective date thereof. For the most up-to-date version of these Conditions, the Subscriber may access the Website at service.i-cable.com .

15.10 These Conditions may be prepared in English and Chinese. Both the English and Chinese versions shall be of equal legal effect.

16. Third Party Rights

The Contracts(Rights of Third Parties)Ordinance(Cap.623)shall not apply to the Contract. For clarity, a person who is not a party to the Contract shall have no right to enforce the Contract.

- This document details the terms and conditions for the provision of Services by i-CABLE and its subsidiary/associated companies. Please read it carefully before subscribing for the Services. The Subscriber is deemed to have accepted the Conditions and the relevant Tariffs when applying for the Services.

Definitions

1. In these terms and conditions

"Cable Modem Set"	refers to cable modem, power adaptor, splitter, Ethernet cable and coaxial cable approved by i-CABLE
“CABLE TV”	refers to Hong Kong Cable Television Limited trading as i-CABLE, a wholly owned subsidiary of i-CABLE
"Content"	includes without limitation any content, software, data, information, messages and all textual, audio, video, still image, graphical and other content or material that can be accessed by or through the Services
"Commitment Period"	means the minimum subscription period applicable to the Service(s) selected
“i-CABLE”	refers to i-CABLE Communications Limited
"Services"	refers to i-CABLE Broadband Service (broadband Internet access) for residential premises, e-mail and such other services set forth in the subscription form, provided by the Company
"Sources"	means all Content suppliers whose Content is contained within the Services
"Special Conditions"	means the special terms and conditions (if any) set out in the Tariff or subscription form which are applicable to the Services
“Subscriber”	refers to the subscriber to any or all of the Services
"Tariff"	means in respect of a Service the description of the Service, the charges and any Special Conditions relating to the Service as may be published by i-CABLE from time to time
"The Company"	refers to “i-CABLE”, including its assigns, transferees, and successors
"Website"	means service.i-cable.com

Services

2. Subject to these terms and conditions, the Tariff, which may be amended by the Company from time to time and any applicable codes of practice adopted, the Company agrees to
   a. provide to Subscriber the Services that the Subscriber has subscribed;
   b. grant to the Subscriber a revocable and non-exclusive licence to use certain software (if applicable) in conjunction with the Services; and
   c. install and maintain the Cable Modem Set, if applicable. The Company may provide the Subscriber with a login ID and password to access our Services. Subscriber must keep Subscriber’s login ID and password secret at all times. Further, the Subscriber is entirely responsible for any and all activities that occur under Subscriber’s account. Subscriber agrees to notify the Company immediately if the Subscriber is aware of any unauthorized use of the Subscriber’s account or any other breach of security. The Company shall not be liable for any loss that Subscriber may incur as a result of any use of Subscriber’s login ID and password or account, whether known or unknown to the Subscriber.
3. If the Company has provided any software to Subscriber, Subscriber can use it solely for the purpose of accessing the Services on Subscriber’s computer. Subscriber must comply with these terms and conditions and any software licence which accompanies the software.

Installation of i-Cable Broadband Service

4. Subscriber acknowledges that the Company may not be able to supply the Services if network connection is not available.
5. Subscriber is responsible for purchasing or renting from the Company a Cable Modem Set for connection to our Service.
6. Subscriber confirms that Subscriber owns or is authorised to use the computer connected to i-CABLE Broadband Service and the computer meets with the minimum hardware and software requirements as from time to time specified on the Website. Subscriber understands that it may not be possible to install the Cable Modem Set because of the incompatibility of Subscriber’s existing or future hardware and software, the improper installation and use of the Cable Modem Set or other technical factors.
7. Subscriber may choose to install the Cable Modem Set if the Subscriber is already the Company subscriber receiving the Company service through an in-building network. Subscriber may request the Company to provide installation assistance upon payment of a fee in accordance with the “Additional Service Charge Table” on the Website as revised and published from time to time.
8. If Subscriber is not the Company subscriber, the Company will arrange for connection to the CABLE TV network and install the Cable Modem Set for Subscriber for an installation fee. The Company may on request relocate the cable modem outlet, within Subscriber’s premises on payment of a relocation fee in accordance with the “Additional Service Charge Table” on the Website.
9. Subscriber acknowledges that any installation of the Cable Modem Set by the Company does not include installation of any software and hardware on Subscriber’s computer.
10. Subscriber will use the Cable Modem Set properly and carefully in accordance with the relevant user guide, if applicable. Subscriber will not connect the Cable Modem Set to more than one computer.

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11. Subscriber will not, and will not allow anyone else except the manufacturer or its authorized agent (in case Subscriber purchases the Cable Modem Set) or the Company or our authorized agent (in case Subscriber rents the Cable Modem Set) to carry out any repair and maintenance to the Cable Modem Set, or tamper with them in any way which may affect the Company or others' network or system. Subscriber will not connect any device other than the Cable Modem Set to the dedicated cable modem outlet.

Usage Regulation and Fair Usage Policy

12. Unless otherwise agreed by the Company in writing, the Company will not provide any performance or reliability warranty in relation to the Services, either expressed or implied.
13. Subscriber will abide by all relevant laws, rules and guidelines relating to the use of the Services. Subscriber will be responsible for the use of the Services and any designated user's use of the Services. Subscriber will ensure any designated user complies with these terms and conditions. Unless otherwise specified in writing, our Services is for Subscriber's personal and non-commercial use. Subscriber will not part with, transfer, nor sub-license any of Subscriber's rights to use our Services to any third party.
14. Subscriber shall use the Services only for activities normally associated with the usage of Internet, such as for accessing the World Wide Web, Internet Relay Chat (IRC), Usenet News, e-mail, and other Internet features. Depending on the account type, this may include a moderate amount of file storage on our servers for Subscriber's own personal web page and file access area (FTP).
15. Subscriber must use the Services in a responsible manner, taking into account the effects Subscriber's use may have on other Subscribers and our system and network resources. Without limiting the generality of the foregoing, in using and accessing our systems and network resources,
    a. Subscriber shall not commit any act or conduct in contravention of these terms and conditions, in particular, shall not commit any of the prohibited activities set forth in Clauses 22 to 30 below; or
    b. Subscriber shall not abuse our system resources as referred to in Clause 31 below.
16. Our Services must not be used in any way which may breach any confidence, copyright, intellectual property, or other rights of the Company or any third party nor for any commercial, illegal, improper, immoral, defamatory, unsolicited advertising, or promotion purpose. Subscriber further agrees to comply with the rules of other networks for access to other networks which are connected to our Services.
17. Subscriber acknowledges that the Company may sub-contract or appoint our affiliates, agents, or contractors to provide any part of our Services or perform any of our duties herein.
18. The Company may change or withdraw any of our Services or any Content at any time. The Company may also suspend our Services at any time without notice for carrying out maintenance or other works to the system or network used in providing our Services.
19. Our Services together with all the software and equipment are supplied on an "as is" and "as available" basis. All conditions, warranties, and responsibility in relation to the provision of our Services, the software, and equipment (including title, fitness for any particular purpose, merchantability, content, quality, non-infringement, and accuracy) are excluded to the extent permitted by law. Use of our Services or any information obtained via our Services is at Subscriber's own risk.
20. It is our policy to respect Subscriber's privacy. The Company will not monitor the contents of Subscriber's private communications through e-mail unless required to do so by law or the Company believes that it is necessary to protect ourselves or other persons from injury or damage.
21. The Services is designed for residential use. The service level enjoyed by individual Subscriber will to a certain extent be affected by the number of Subscribers (served by the same Cable Modem Termination System) using the i-CABLE Broadband Services at the same time. The Company does not warrant or guarantee the upstream or downstream bandwidth available to individual Subscriber, whether expressed or implied. Subscriber expressly acknowledges that Subscriber has been informed and fully aware of the fact that our system and network resources are shared amongst our Subscribers. Subscriber accepts that the downstream bandwidth of i-CABLE Broadband Service of 200M/130M/50M is 200Mbps/130Mbps/50Mbps respectively on share basis and their upstream bandwidths are all 10Mbps on share basis; while the downstream and upstream bandwidths of Fiber Broadband Service of 1000M/5000M/200M are both 1000Mbps/500Mbps/200Mbps. For i-CABLE 2 x 1000M Fiber Broadband Service, mainline and second line deliver total maximum download speed of 2Gbps and total maximum upload speed of 1 Gbps, and the maximum upload/download speed throughput of each optical network port is 1Gbps. The i-CABLE 2000M Fiber Broadband Service offers download speed of 2000Mbps and upload speed of 1000Mbps. All Service bandwidths of the broadband service(s) are based on the broadband line connected from the wallplate at Subscriber's premises to the first piece of i-CABLE's network equipment. The actual speed will be affected by the user's device, technology, network, and software used, network configuration and coverage, usage levels and extraneous factors.

Prohibited Activities

The following activities are strictly prohibited:

22. Background and server-type applications IRC bots, HTTP servers, MUDs, and any other process which was initiated by Subscriber that continues execution on the system upon Subscriber's logout.
23. Subscriber must not run a server in connection with our Services, nor provide network services to others via our Services. Examples of prohibited uses include, but are not limited to, running servers for mail, http, FTP, IRC and dhcp, usenet news,

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and multi-user interactive forums.

24. Long-term storage of data: Long-term storage of data means the storage of files which are not used in an account for an extended period of time. For example, programs like shareware programs which Subscriber may download to Subscriber's account for purposes of transferring to Subscriber's home computer. These data should be removed at such time as they are successfully transferred to Subscriber's personal system.
25. Flooding or abuse of other users: Flooding is a fairly common occurrence on the Internet. Flooding takes place in numerous ways, including e-mail abuse (e.g. sending of messages to unsolicited individuals, sending of harassing or threatening messages to other users, and forging of e-mail addresses so as to make the e-mail appears to be from another user), ICMP flooding, mail bombing (i.e. sending large amounts of e-mail repeatedly to a person for purposes of harassment), message flooding on IRC, as well as other less common methods.
26. Attempts to compromise system or network security: Programs such as packet sniffers, password crack programs, and similar utilities found to be running from Subscriber's account are prohibited. This also includes attempts to hack into non-i-CABLE systems.
27. Sharing of accounts: Sharing of Subscriber's account with another party for purposes of avoiding payment for a second account is strictly prohibited.
28. Usenet order News Abuse: Similar to e-mail abuse, includes forging of addresses, harassment/threats, the posting of the same message to multiple news groups (spamming), as well as the posting of information in groups where it is irrelevant and unwanted.
29. Pyramid/Money-Making schemes: Such activities via the Internet in an attempt to extort money or other valuables or the use of pyramid/chain letters are all prohibited.
30. Excessive load on infrastructure: Subscriber must not cause an excessive or disproportionate load on our or any third-party service providers' infrastructure.
31. The Company may log instances of abuse of system resources. System abuse is defined as any use of our resources which disrupts the normal use of our system or Internet services for others. Examples of system abuse include attempting to disrupt the sessions of other Internet users, consuming excessive amounts of processing time, memory or disk space bandwidth or otherwise affecting the performance of our servers or networks.

Use of Materials

32. Subscriber will not copy, distribute, publish, transmit or otherwise exploit any Content accessed through the Services unless Subscriber owns or controls such Content. Subscriber assumes all risks regarding the copying, distribution, publishing, transmission, or exploitation of any Content. Subscriber will not reverse engineer any Content or transmit any data that may cause damage to the computer equipment of any persons including uploading a program with a computer virus or any harmful software application.
33. Subscriber will not nor allow others to copy, sub-license, distribute, sell, transfer, rent, exploit, alter, decompile, disassemble, tamper with, misuse, reverse engineer or repair any software, equipment, facilities and programming the Company supplied to Subscriber.
34. Subscriber is prohibited from storing, distributing, or transmitting any unlawful or prohibited material through the Services. Examples of unlawful or prohibited material include direct threats of physical harm, pornographic material, copyrighted, trademarked and other proprietary material used without proper authorization, and programs containing viruses or trojans and tools to compromise the security of other sites. The storage, distribution, or transmission of unlawful or prohibited material could subject Subscriber to criminal as well as civil liability, in addition to the actions outlined in Clauses 62 to 66 below.

System Security

35. Subscriber is prohibited from utilizing the Services to compromise the security or tamper with the system resources or accounts of any of the computers, routers, terminal servers, modems, or any other equipment at the Company's site or at any other site. Use or distribution of tools designed for compromising security is prohibited. Examples of the tools include password guessing programs, cracking tools, or network probing tools.
36. Without the Company's authorisation, Subscriber will not, and will not allow others, to hack into, use or access (or attempt to do any of these) any part of the Services and Content on the Company's servers.
37. If Subscriber has violated the system security, the Company has the right to release Subscriber's e-mail address and personal data to system administrators at other sites, in order to assist them in resolving security incidents. The Company will also cooperate fully with law enforcement authorities in investigating suspected lawbreakers.

Charges

38. A confirmation letter setting out the details and charges of the Service Plan will be sent via email or post to Subscriber within 7 working days. Subscriber should call the Customer Service Hotline of CABLE TV/i-CABLE within 7 working days after receipt of the confirmation letter for any enquiry on the details and terms of the Service Plan.
39. If Subscriber chooses a different billing cycle date from service commencement date and/or last date of the Commitment Period, CABLE TV/ i-CABLE will charge the Service for the periods between the service commencement date and the first billing cycle date as well as between the expiry of the Commitment Period and the last date of the final billing cycle at the prevailing rate on a pro rata basis.
40. The Company will send Subscriber regularly an electronic statement showing the outstanding payments and the payment

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due date. A hard copy of this statement will be available by mail upon request and payment of the Company's handling charge. Any dispute over the statement must be raised within 21 days from the date of the statement; otherwise, the details and amount of fees contained therein shall be final and conclusive.

41. The fees for the Services must be paid in advance. Where any amount due by the Subscriber to i-CABLE in respect of charges payable remains unpaid on the due date, without prejudicing any other remedies available to i-CABLE, all charges incurred under the Subscriber's account(s) with i-CABLE shall become due immediately and payable by the Subscriber on demand and i-CABLE shall have the right to suspend all other Services subscribed under the Subscriber's account(s). The Company may charge interest at 15% per month on any outstanding fees. The Company has the right to appoint a third-party company to collect outstanding fees, and the subscriber is liable for all costs incurred from the fees collection process. Subscriber agrees that no credit or refund will be made in respect of any suspension or "downtime" of the Services.
42. Subscriber may incur additional service charges when using the Services. For details, please refer to the Additional Service Charge Table on the Website.
43. The Company will charge fees in accordance with the Additional Service Charge Table on the Website. The Company may vary the rates charged to Subscriber at any time. The Company will inform Subscriber of any change not less than 30 days in advance.
44. Without prejudice to the Company's other rights and remedies, Subscriber shall be liable for the full payment of all the service fees for the Services and where applicable the rental for the Cable Modem Set for the Commitment Period notwithstanding any termination of Subscriber's subscription of the Services before the expiry of the Commitment Period by:-
    a. Subscriber for any reasons during the Commitment Period; or
    b. the Company on the ground of Subscriber's breach of any of these terms and conditions.
45. The promotion benefits are non-transferable and non-redeemable for cash.
46. Notwithstanding anything herein contained, security or advance payment made by Subscriber is not risk free and in the unlikely event that the Company goes into liquidation, there is no guarantee that Subscriber will receive the security or advance payment back. In the unlikely event of liquidation, Subscriber's rights to get refund of the security or advance payment will be subject to the relevant laws and regulations governing liquidation of companies in Hong Kong.

Personal Data

47. i-CABLE may use and/or disclose the information (including personal information) from the Subscriber ("Data") for the purpose of: (a) provisioning Service to the Subscriber and enforcing i-CABLE's rights in connection with the provisioning of Service to the Subscriber; (b) the publication of any directory listing (unless the Subscriber has opted to be unlisted); (c) credit checks; (d) debt collection; (e) market research; (f) prevention or detection of crime; (g) disclosure as required by law or a government authority; (h) provisioning of emergency services; and (i) any other purposes as may be agreed between a Subscriber and i-CABLE. Further, i-CABLE may disclose the Subscriber's Data to its suppliers/contractors/agents/other network operators in connection with any of the purposes referred to in the foregoing. In these circumstances these third parties can make no use of the Subscriber's Data other than for the purpose for which it was provided.
48. Subject to the Subscriber's consent, i-CABLE may use the Data for direct marketing purpose, i.e. providing information about telecommunications, television products, services and promotion, joint marketing offers, products and services, which may include computers and peripherals, printed matters, computer software and games, toys, sporting equipment, travel, banking, entertainment, transportation, household, apparel, food and beverages, insurance, education, health and wellness, social network, media, cosmetic and beauty, luxurious products, vouchers, coupons and gifts. The Subscriber may request i-CABLE to cease to use the Data in direct marketing by notifying i-CABLE's Personal Data Officer, i-CABLE, P.O. Box 357 Tsuen Wan Post Office or pdenquiry@i-cable.com quoting Subscriber's account number.
49. If necessary, i-CABLE may transfer the Data to places outside Hong Kong for carrying out the purposes, or the directly related purposes specified above, for which the Data were collected. Where such a transfer is performed, it will be done in compliance with the prevailing requirements of the Personal Data (Privacy) Ordinance, Cap 486 of the laws of Hong Kong.
50. Subscriber is entitled to know what personal data the Company may have about Subscriber and to correct any errors. To access or correct any data, please write to the Personal Data Officer, i-CABLE, P.O. Box 357 Tsuen Wan Post Office or pdenquiry@i-cable.com. The Company may impose a modest charge for complying with a data access request.
51. A copy of the policy on personal data is available by writing to the Personal Data Officer of the Company or through the Website.

Cable Modem Set Rental

52. Subscriber agrees to rent a Cable Modem Set for so long as Subscriber subscribes to the Services. For the avoidance of doubt, upon the expiry of the Commitment Period (as defined in Clause 1), the Company will continue to provide Services (including the rental of Cable Modem Set service) to Subscriber on a monthly basis until the termination of Subscriber's subscription of the Services. Should Subscriber wish to terminate the Services, Subscriber's rental of Cable Modem Set or change Subscriber's Service or payment plan, Subscriber must give the Company not less than 30 days' prior notice in writing and the subscription of Services (including the rental of Cable Modem Set) will be terminated effective upon the expiry of the 30-day notice period or the Commitment Period, whichever is the later. Any notice of termination, to be effective, must be given in the prescribed form and shall not be served earlier than two months before the expiry of the

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Commitment Period.

53. Subscriber shall pay to the Company in advance the rental at such rate as from time to time published in the Tariff or the “Additional Service Charge Table” on the Website for the whole period up to and until the termination of the rental or the return of the Cable Modem Set, whichever is the later. The Company may charge interest at 2% per month on any outstanding rental.
54. The Company will provide Subscriber with the Cable Modem Set on loan and on an "as is" basis. Subscriber acknowledges that the Cable Modem Set is the Company’s property and shall do nothing which is inconsistent with or challenges the Company’s rights in them. When using the Cable Modem Set, Subscriber agrees:
    a. to use the Cable Modem Set properly and carefully in accordance with the relevant user guide;
    b. not to allow any one (including the Subscriber) other than the Company or the Company’s authorized agent to carry out any repair, maintenance or alteration to them, or tamper with them in any way; and
    c. to use them in Subscriber’s computer in the registered address of Subscriber’s Services account and not to connect them to more than one computer.
55. The Company will not be responsible for any damage caused to Subscriber or Subscriber’s computer arising from the installation and use of the Cable Modem Set.
56. Subscriber will be responsible for any loss or damage suffered by the Company or any person resulting from the use of the Cable Modem Set. Subscriber will fully compensate the Company on demand against any lost, stolen, unreturned, damaged, or encumbered Cable Modem Set.
57. The Company may at its sole discretion at any time terminate the renting of Cable Modem Set with immediate effect by giving written notice to Subscriber and without liability for compensation or damages.
58. Within 30 days upon termination of Subscriber’s subscription (for whatever reason), Subscriber must return the Cable Modem Set to one of the designated Cable Modem collection centres in the same condition as they were supplied to Subscriber (fair wear and tear excepted), failing which Subscriber shall be liable to the Company for compensation or damages.

Investigation

59. The Company reserves the right to investigate suspected violations of these terms and conditions or the Tariff. When the Company is aware of possible violations, the Company may initiate investigation which may include gathering information from Subscriber and the complaining party, if any, and examination of material on the Company’s servers.
60. During an investigation, the Company may suspend the subscription(s) involved and remove the material involved from the Company’s servers.
61. The Company will determine whether Subscriber’s activity or usage violates these terms and conditions or the Tariff on a case-by-case basis having regard to the actual circumstances of the individual case. Such circumstances may include but not limited to
    (a) any actual or potential disruption or impediment caused to other Subscriber's use of the Services; or
    (b) any complaint received from any third party.

Remedies for Violation of these terms and conditions

62. If the Company believes a violation of these terms and conditions or the Tariff has occurred, the Company will, at sole discretion, determine what action will be taken in response to a violation on a case-by-case basis. Violation of these terms and conditions could also subject Subscriber to criminal or civil liability.
63. The remedial action imposed on Subscriber for violation of these terms and conditions or the Tariff will be based on the severity of the offence. Typically, Subscriber will receive a warning on the first offence. However, if the offence, in the Company’s sole judgment, is severe, the Company reserves the right to disable the account immediately. Save as provided for in Clause 65, accounts which have been disabled by the Company will not be re-opened. Other remedial actions may include temporary or permanent removal of material from our servers, deletion of news group posts and suspension or termination of the subscription involved. Subscriber who is found to have committed any prohibited activities outlined in Clauses 22 to 30 above is subject to immediate termination of account and any and all criminal and civil penalties available under the law.
64. The Company will not reimburse or refund any prepayments to Subscriber if Subscriber’s Services was disabled, suspended, or terminated due to any of the reasons listed above.
65. The Company may at its sole discretion reactivate the Services to the Subscriber, if the Subscriber has remedied the breach and paid to the Company any security deposit the Company may require.
66. Subscriber agrees to indemnify and hold the Company, the Company’s officers, directors, shareholders, employees, agents, subsidiaries, and affiliates harmless from any and all claims and expenses related to Subscriber’s violation of these terms and conditions, including any abusive or unlawful behaviour on Subscriber’s part or Subscriber’s dependents, or the infringement of any intellectual property or privacy right of any person or entity.

Disclaimer

67. To the extent permitted by law, the Company, our affiliates, agents, contractors, employees and any other third party service providers will not be liable to Subscriber whether in contract, tort, statute or otherwise for any direct, indirect, incidental, special, consequential or exemplary loss or damage which is suffered or incurred by Subscriber arising out of the use of our Services, Cable Modem Set, software or equipment or in any other way out of these terms and conditions.

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Suspension or Withdrawal of Service

68. i-CABLE may suspend or restrict a Service at any time without notice for any period as it sees fit without being liable to the Subscriber or any third party for any loss or damage whatsoever resulting from or in connection with the suspension or restriction of the Service:
    a. in an emergency or whenever i-CABLE considers it necessary in order to safeguard provision of Service;
    b. while payment of charges for the Service is overdue;
    c. if i-CABLE is unable to locate the Subscriber at the address notified by the Subscriber and has reason to believe that the Subscriber is no longer residing at that address;
    d. if in the reasonable opinion of i-CABLE there is, has been or may be unauthorized or fraudulent use of the Service;
    e. if the Subscriber becomes bankrupt or insolvent or enters into a scheme of arrangement or composition with the Subscriber's creditors or, being a company, is placed in receivership or under official management or has a provisional liquidator appointed;
    f. if the Subscriber is in material breach of the Contract;
    g. if in the reasonable opinion of i-CABLE the use of the Service or Equipment by the Subscriber is causing or may potentially cause damage or any interference to the Network or Equipment or inconvenience to other subscribers of i-CABLE;
    h. to carry out routine maintenance to the Network;
    i. if the Subscriber has incurred charges for the Service which has exceeded the credit limit allowable by i-CABLE irrespective of whether such credit limit has been communicated to the Subscriber; or
    j. to comply with a direction or request of the CA or other competent government authority.

Termination of Service

69.1 i-CABLE may terminate the provision of a Service to the Subscriber without necessarily informing the Subscriber:
    a. following the removal of such Service from its Tariff;
    b. if the Subscriber vacates the premises in which an Equipment is located and does not request cancellation of the Service at that time;
    c. if the Subscriber becomes bankrupt or insolvent or enters into a scheme of arrangement or composition with the Subscriber's creditors or, being a company, is placed in receivership or under official management or has a provisional liquidator appointed;
    d. if the Subscriber being a natural person dies;
    e. if, whether or not the Service has already been suspended under clause 11, payment of an account, or provision of security for the Service is overdue;
    f. if i-CABLE is refused entry or for any other reason is unable to enter any premises to install, inspect, repair, or change the Equipment or other equipment used in connection with the Service;
    g. if the Subscriber is in material breach of the Contract.

69.2
    a. If Subscriber requests to terminate Service before the expiry of the Commitment Period, Subscriber must give us not less than 30 days' prior notice in writing (in the prescribed form); and the Company shall debit to Subscriber's account a service termination fee (as liquidated damages) equivalent to the total subscription fees payable for the remaining Commitment Period. The Company is entitled to retain Subscriber's advance payment (if any) to settle the said service termination fee.
    b. After the expiry of the Commitment Period, the subscription for the Company services will be continued on a month-to-month basis at prevailing service rates revised and published on the Website from time to time and Subscriber will be informed of such rates not less than 30 days before the expiry of the Commitment Period. If Subscriber terminates the Services upon the expiry of the Commitment Period, Subscriber must give us not less than 30 days prior notice in writing (in the prescribed form). Such notice for service termination may not be served upon us earlier than the second last month of the Commitment Period (otherwise, the Company may treat such notice as a notice given under Clause 69.2a). If accepted, the service termination will take effect upon the expiry of the said 30 days' notice period or the Commitment Period, whichever is the later.
    c. If at any time Subscriber wishes to change the registered address for the Service, the Subscriber must give i-CABLE not less than 30 days' prior notice in writing before such change can be effective. A Relocation Fee will be separately charged (please refer to the Additional Service Charge Table on the Website).
    d. If during the Commitment Period the Subscriber changes the registered address for any one of the Services, to a residential address within Hong Kong where the Network is not available, the Subscriber must give i-CABLE not less than 30 days' prior notice in writing with a valid residential address proof of either of the following options to apply for the remaining Commitment Period after the expiry of the 30-day notice period:
        i) Continue using the Service at the existing registered address; or
        ii) Terminate the subscription: i-CABLE will debit the account an installation fee (please refer to the Additional Service Charge Table on the Website) and the full value of any upfront gifts (if applicable) as an offset to the cost.

69.3 Where provision of a Service has been terminated under clause 69.1 or 69.2:
    a. the reconnection of the Service will be subject to the relevant connection charge specified in the Tariff;

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b. i-CABLE may recover against the Subscriber in any court of competent jurisdiction any charges due and payable by the Subscriber which remains unpaid following the due date for payment. Without limiting the foregoing, the Subscriber will be liable for all legal costs (including solicitor and client costs) and all other reasonable expenses incurred in recovering any or all of the charges due and payable to i-CABLE.

69.4 Notwithstanding the foregoing i-Cable may terminate the provision of the Service to the Subscriber with not less than 30 days written notice without any liability to the Subscriber.

69.5 Without prejudice to other rights and remedies of i-CABLE, the Subscriber shall be liable for the full payment of all fees for the Service and where applicable the rental for the Equipment for the Commitment Period notwithstanding any termination of the Service before the expiry of the Commitment Period by:

a. the Subscriber for any reasons; or

b. i-CABLE on the ground of the Subscriber's breach of the Contract.

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