

## THE (GENERAL) CONTRACT

### Terms and Conditions for iMobile Services

Please carefully read these terms and conditions for iMobile services (“Terms and Conditions”) before using the Services (including the iMobile service) of i-CABLE Telecom Limited (“i-CABLE”). By using the iMobile service, you are indicating that you agree to the following Terms and Conditions, the enclosed General Terms and Conditions of Service, and enter into the (General) Contract for iMobile Service (“General Contract”) with i-CABLE Telecom Limited (collectively, the “Agreement”). Unless otherwise stated, definitions used in the Terms and Conditions shall have the same meaning when used in the General Terms and Conditions of Service and vice versa.

1. This iMobile Service Plan (“iMobile Service Plan”) of i-CABLE is only available to Subscribers (i.e., new subscribers or existing subscribers) of i-CABLE. A new subscriber refers to a Subscriber who has not subscribed to any mobile service of i-CABLE within 60 days prior to subscription of iMobile service. As a Subscriber of the iMobile Service Plan, Subscribers may also subscribe to other available Value-Added Services (“VAS”) as part of their iMobile Service Plan (collectively with the iMobile service, the “Services”).
2. The Subscriber is bound by the General Contract, these Terms and Conditions, 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 General Contract are valid and binding.
3. The Subscriber must commit to subscribe the Services for the minimum subscription period applicable to the iMobile Service Plan(s) selected (“Commitment Period”). The Subscriber’s entitlement to any promotional benefits is conditional upon and subject to Subscriber’s subscription of all the Services included in the iMobile Service Plan for the entire Commitment Period.
4. The monthly fees of all Services are calculated on a monthly basis, which is defined as the period from the monthly bill issue date in any month to the date immediately preceding the same date in the following month (“Bill Month”). The Subscriber is required to pay a full Bill Month’s service fee even if the service is used for less than a month or if this Agreement shall for whatever reason be terminated before the expiration of the current Bill Month. All fees paid including monthly fee for all Services and MTR, Tunnels, Mobile Services License & Administration Fees are non-refundable, non-transferable and non-transmissible. Termination of this Agreement shall be deemed to have taken place in the event of termination of the Services and/or the iMobile Service Plan and/or the General Contract and/or the switching of the telecommunication service by Subscriber to another operator while retaining the same telephone number.
5. A Subscriber who wishes to change the iMobile Service Plan is required to inform i-CABLE at least two business days before the bill issue date of the current Bill Month (as shown on the front page of the monthly bill). If the Subscriber gives i-CABLE less than the required two business days’ notice, the new service plan will only be effective on the first day of the Bill Month after the following.
6. The promotion benefits are non-transferable and non-redeemable for cash.
7. If the Subscriber terminates the Services during the Commitment Period, all Services under the iMobile Service Plan will be forthwith terminated and the Subscriber shall pay on demand, as liquidated damages, a service termination fee equal to the total service fees for the unexpired Commitment Period. i-CABLE further reserves the right to recover from the Subscriber all the promotional benefits provided or debit to the Subscriber’s account the full value of the promotional benefits prior to termination. All fees paid are not refundable nor transferable.
8. Upon expiry of the Commitment Period, i-CABLE will continue to provide the Services (including VAS) on a month-to-month basis and the service fee will be announced around 30 days before the expiry of the Commitment Period. If the Subscriber wants to terminate the Service, the Subscriber must serve a not less than 30-day written notice (in our prescribed form) for Service termination. Such notice may not be served upon i-CABLE earlier than the second last month of the Commitment Period (otherwise, we may treat such case as breach of 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 later.
9. Local data top-up services are only applicable to the Subscribers using i-CABLE service with the China Unicom (Hong Kong) network. When the remaining data reaches 1GB and 0GB, the system will send a mobile SMS reminder to Subscribers and Subscribers can choose to purchase local data at the mobile data self-service platform at <https://apps4.i-mobile.com.hk/imobile-topup>; Subscribers can purchase local additional data through the mobile data self-service platform up to 3 times per day. If additional purchases are needed after 3 times, Subscribers should call our customer service hotline at 2152 8118; Local data top-up services are only applicable for use in the Bill Month of purchase and cannot be carried forward to the next Bill Month.
10. The Subscriber acknowledges and agrees that use of Services is subject to the processing of information, which might contain personal information, pursuant to iMobile’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 iMobile service website [www.i-mobile.com.hk](http://www.i-mobile.com.hk)).
11. i-CABLE reserves its right to vary the fees and charges from time to time.
12. i-CABLE reserves the right to modify the content and terms of the iMobile Service Plan without prior notice.
13. In addition to these Terms and Conditions as stipulated herein, it is essential to read the General Contract and the General Terms and Conditions of Service, the following decreasing order of precedence shall apply with respect to conflicting provisions: (i) the General Contract, (ii) these Terms and Conditions, and (iii) the 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.

**THE (GENERAL) CONTRACT**  
**For the Subscription of iMobile Service Plan and Purchase of Handset**  
**General Terms and Conditions of Service**

i-CABLE Telecom Limited ("i-CABLE") and the Subscriber agree with each other as follows:

**1. Provision of Services**

1.1 i-CABLE agrees to provide Services to the Subscriber and the Subscriber agrees to subscribe to the Services in accordance with the terms and conditions ("General Terms and Conditions of Service") herein contained during the term of the Agreement and i-CABLE will:

- A. allocate a mobile telephone number to the Subscriber for the Services in the event that a mobile telephone number cannot be ported from another network to i-CABLE for whatever reasons;
- B. grant the Subscriber the right to use a Subscriber Identity Module Card ("SIM Card"). The title of the SIM Card will at all times remain vested in i-CABLE. The Subscriber shall surrender the SIM Card to i-CABLE forthwith upon termination of the Agreement or upon i-CABLE's request. In the event that the SIM Card is damaged or lost for whatsoever reason or the Subscriber fails to surrender the SIM Card to i-CABLE on demand, the Subscriber shall keep i-CABLE fully indemnified;
- C. upon successful application made by the Subscriber, provide international call dialing service ("IDD Service") to the Subscriber subject to the terms and conditions prescribed by the external carriers from time to time in force. The Subscriber shall abide by such additional terms and conditions in relation to IDD Service promulgated by i-CABLE from time to time. i-CABLE does not warrant the suitability and quality of the IDD Service so provided;
- D. upon successful application made by the Subscriber, provide roaming services to the Subscriber for use of mobile telephone in overseas countries where compatible roaming services are available. The Subscriber shall abide by such additional terms and conditions in relation to roaming services promulgated by i-CABLE from time to time. i-CABLE does not warrant the suitability and quality of the roaming services so provided; and
- E. upon successful application made by the Subscriber, provide such available Value Added Services ("VAS") to the Subscriber from time to time. The Subscriber shall abide by such additional terms and conditions in relation to VAS promulgated by i-CABLE from time to time. i-CABLE does not warrant the suitability and quality of such VAS provided.

1.2 i-CABLE may from time to time offer and make available to the Subscriber other VAS than those hereby provided. The fees of the VAS could be accessed via the iMobile service website at [www.i-mobile.com.hk](http://www.i-mobile.com.hk). i-CABLE reserves the right to make the final decision on activating, suspending or canceling such service(s).

1.3 The Services provided in this Agreement do not support simultaneous voice and data usage.

1.4 i-CABLE reserves the right from time to time to use different network technologies (which include but are not limited to 4G LTE/ 5G) to provide the Service without prior notice and no consent from the Subscriber is required in this respect.

**2. Deposit**

2.1 The Subscriber shall pay to i-CABLE upon execution of the General Contract the stipulated deposit ("Deposit") to secure the due performance and observance of the obligations herein on the part of the Subscriber. The amount of the Deposit shall be determined by i-CABLE at its sole discretion from time to time. In the event that the Subscriber subscribes for VAS from i-CABLE, i-CABLE shall be entitled to request payment of such additional deposit from the Subscriber as it thinks fit. For avoidance of doubt, the VAS subscribed shall be treated as part of the Services and additional deposit paid shall be treated as part of the Deposit.

2.2 i-CABLE shall be entitled, without prejudice to any rights or remedies hereunder, to deduct without notice to the Subscriber, from the Deposit any outstanding amount due to i-CABLE hereunder or under any of the Subscriber's other accounts for the Services or for any loss or damage incurred or sustained by i-CABLE as a result of any non-compliance or non-performance by the Subscriber of any terms, conditions or obligations under any agreement for the Services made between i-CABLE and the Subscriber. After deduction, i-CABLE shall be entitled to request for further deposit to be paid by the Subscriber, failing which i-CABLE shall have the right to forthwith discontinue the provision of any or all of the Services to the Subscriber and terminate the Agreement forthwith.

2.3 After the termination of the Agreement for whatever reasons, the Deposit shall be used to set-off against all outstanding amounts due to i-CABLE. The balance of the Deposit, if any, shall be refunded to the Subscriber without interest within 90 days after termination of the Agreement. In special cases such as the delay caused by the overseas mobile telecommunications operators, refund of the Deposit may take more than 90 days.

2.4 The Subscriber acknowledges that payment of the Deposit or making any prepayment for the Services is not without risk. i-CABLE hereby gives no warranty that in the case of i-CABLE being liquidated the Subscriber will be refunded the Deposit or prepayment or any part thereof and that the rights of the Subscriber to be refunded Deposit or unredeemed prepayment or any part thereof will be governed by the relevant laws and regulations of the Hong Kong Special Administrative Region from time to time in force.

2.5 Where the Subscriber has paid the Deposit or made any prepayment in exchange for a free or discounted handset from i-CABLE, it is hereby acknowledged that in the event of i-CABLE being liquidated, the ownership of such handset will be henceforth vested in the Subscriber as compensation in lieu of refund of the Deposit or unredeemed prepayment from i-CABLE. Notwithstanding the foregoing, if i-CABLE which is in the course of being liquidated is subsequently bought out by another telecommunications service provider and the latter provider assumes all the rights and obligations of i-CABLE under the Agreement, the parties concerned shall continue to abide by the terms and conditions of the Agreement.

### 3. Fees & Billing

- 3.1 The Subscriber shall pay all sums of money stipulated for the Agreement, i.e., as stated in the General Contract, in full upon execution of the Agreement.
- 3.2 The service fees payable by the Subscriber shall commence on the commencement date of the Services. The Services provided under the Agreement are subject to i-CABLE's prevailing rate of fees and i-CABLE reserves its right to vary the rate of service fees at any time as it thinks fit.
- 3.3 The service fees shall be paid by the Subscriber monthly in advance, whether demanded or not. Subject to any contrary written provision of i-CABLE, should the service period be less than one month for any reason (including but not limited to the suspension and/or termination of Services caused by outstanding payment), i-CABLE is entitled to charge on a full month basis according to the Services. No refund will be made in any event. The Subscriber may obtain the details of all service fees payable for the relevant period from the iMobile service website at [www.i-mobile.com.hk](http://www.i-mobile.com.hk) where the Subscriber's monthly bill(s) will be posted on a monthly basis. i-CABLE reserves the right to send Subscriber's monthly bill(s) by post / email / SMS to the Subscriber in lieu of or in addition to posting the same on the iMobile service website. For the avoidance of doubt, all monthly bills, once posted on the iMobile service website, shall be deemed delivered to the Subscribers.
- 3.4 Time is of the essence relating to Subscriber's payment obligations hereunder. Unless otherwise specified, all monthly bills (posted in whatever form) shall be due on the date specified therein. The Subscriber shall settle the service fees on or before the due date stated in the monthly bill, failing which i-CABLE shall be entitled to levy late charge and/or interest on all overdue services fees from the due date until payment is made in full.
- 3.5 All payments shall be paid in Hong Kong dollars. Payment by post or by electronic transactions or the like shall be at the risk of the Subscriber and no receipt will be given. No payment shall be deemed to have been paid until payment is actually received by i-CABLE.
- 3.6 Enquiries or disputes concerning any monthly bill must be made to i-CABLE on or before the due date stated in the monthly bill and nothing herein shall relieve the Subscriber from paying the service fees on or before the due date stated in the monthly bill. In the event of dispute relating to the service fees, the books and records kept by i-CABLE shall be conclusive evidence of the actual amount due by the Subscriber to i-CABLE.
- 3.7 The Subscriber acknowledges and agrees that his/her payment obligations under the Agreement are personal to him/her and all charges arising from the use of the SIM Card or the handset shall be deemed to be the personal liability of the Subscriber.

### 4. Limited Warranty

- 4.1 The Subscriber hereby acknowledges and agrees that the workmanship and material warranty on the handsets and accessory items purchased pursuant to the Agreement shall be provided to the Subscriber by the manufacturers or suppliers thereof ("Manufacturer") upon such terms and conditions as shall be from time to time specified by the Manufacturer provided that :
- A. the handset(s) and/or the accessory item(s) is/are purchased from i-CABLE directly, as evidenced by the production of the original of the Agreement to the Manufacturer;
  - B. the warranty label affixed on the handset has not been defaced, replaced, removed or altered;
  - C. the failure, malfunction or defect is due to faulty workmanship or material only; and
  - D. all warranty claims must be lodged within such applicable time limits as shall be prescribed by the Manufacturer from time to time.
- 4.2 For the avoidance of doubt, the limited warranty provided by the Manufacturer under this Clause 4 excludes:
- A. replacement of handset and/or accessory items; and
  - B. defects or damage due to improper/abnormal use or operation, unauthorized repair maintenance adjustment, tampering or alteration, the Subscriber's negligence or default, fair wear and tear and accident of any kind.
- 4.3 For handset and accessory using method, please refer to the user manual of related product for details.
- 4.4 The limited warranty service for the handsets and accessory items is subject to the terms and conditions promulgated by the Manufacturer from time to time.
- 4.5 i-CABLE shall not be responsible or liable for any defect in the handsets and/or accessory items or the repair thereof or any costs or expenses (including but not limited to delivery or transportation charges) related thereto. In no case shall i-CABLE owe any duty of care to the Subscriber in the course of repairing the damaged handset by the Manufacturer nor shall i-CABLE be held liable for any direct or indirect consequences in connection with the repair service so rendered by the Manufacturer.
- 4.6 i-CABLE shall not be held liable for any claim in connection with product liability, which is due to the default, neglect or omission of the Manufacturer. Product liability shall rest with the Manufacturer solely in any event.

## 5. Subscriber's Obligations

### 5.1 The Subscriber shall

- A. diligently comply with all the terms and conditions in the Agreement and any additional obligations promulgated by i-CABLE from time to time; and
- B. inform i-CABLE immediately in the event of loss of SIM Card for whatsoever reasons, failing which the Subscriber shall be liable for all charges until such time when i-CABLE received notice from the Subscriber and the Services are disconnected by i-CABLE.

## 6. Suspension

- 6.1 In the event that the Subscriber sends short messaging services ("SMS") or multi-media messaging services ("MMS") which are of obscene, immoral, indecent, deceptive, fraudulent, defamatory, discriminatory, or privacy-intrusive to a recipient or sends SMS/MMS to a recipient without first having obtained prior explicit consent to receive SMS/MMS of promotional nature from him/her using the iMobile service through third party's network ("Unsolicited SMS/MMS"), or sends inter-operator short message services of promotional nature ("IOSMS/IOMMS-Promotional Nature") to a recipient without first having obtained prior explicit consent to receive IOSMS/IOMMS-Promotional Nature from him/her ("Unsolicited IOSMS/IOMMS-Promotional Nature"), i-CABLE shall have the right to without being liable to the Subscriber and without prior notice stop the delivery of the Unsolicited SMS/MMS or the Unsolicited IOSMS/IOMMS-Promotional Nature (as the case may be) or suspend the SMS/MMS or IOSMS/IOMMS-Promotional Nature subscribed by the Subscriber as soon as it becomes aware thereof or when i-CABLE receives a complaint from a recipient of an Unsolicited SMS/MMS or Unsolicited IOSMS/IOMMS-Promotional Nature (as the case may be).
- 6.2 i-CABLE is entitled to temporarily suspend any or all of the Services without notice to the Subscriber upon the occurrence of any of the events as stated in Clauses 8.1(a)-(f) below and/or for the purpose of preventing any improper use of the iMobile service through third party's network or resources, fraudulent or deceptive acts until i-CABLE is satisfied that the Subscriber has ceased such acts or the relevant investigation has been completed.
- 6.3 The Subscriber must use the Service in a fair manner. i-CABLE may monitor the Subscriber's usage of the Service and is entitled to suspend or terminate the Service (or any part thereof) without prior notice if it believes or suspects that there is any unfair use of the Service. Examples of unfair use of Service include but not limited to:
  - A. Subscriber's use may cause an adverse impact on network or other i-CABLE subscribers; or
  - B. There is any reselling of the iMobile service without prior express consent of i-CABLE; or
  - C. Subscriber uses the iMobile service for Application-to-Person ("A2P") messaging without prior express consent of i-CABLE. For the purposes of the terms and conditions herein, A2P messages include any SMS or MMS originating from any application(s) not authorized by i-CABLE, including but not limited to all SIM box(es), SMS gateway(s) and web application(s) which are intended for the sending of bulk messages.
- 6.4 Unless otherwise specified by i-CABLE in writing, the Subscriber shall remain liable for all service fees due throughout the period of suspension.

## 7. Reconnection Fee

- 7.1 In the event that the Subscriber requests for reconnection of Service, i-CABLE is entitled to charge the Subscriber a reconnection fee at i-CABLE's prevailing rate.

## 8. Termination

- 8.1 Without prejudice to other provisions contained in the Agreement, i-CABLE may terminate the Agreement at any time or disconnect the Services or any part thereof without notice upon the occurrence of any of the following events if:
  - A. the Subscriber fails to pay any charges and/or Deposit required to be paid hereunder after the due date;
  - B. the Subscriber commits a breach of any of the terms and conditions contained herein and/or those of the prepaid card services or iMobile service;
  - C. i-CABLE has reasons to believe that the Subscriber or any authorized users has used the handset for illegal or improper purpose or sent indecent messages or used abusive or indecent language to other subscribers or employees of i-CABLE through the Services;
  - D. the Subscriber tampers with or copies or allows any other persons to tamper with or copy the information written in the SIM Card without i-CABLE's prior authority;
  - E. the call charges for the Services exceed any credit limit specified by i-CABLE from time to time; or
  - F. the information provided by the Subscriber in the General Contract is found to be false.
- 8.2 The Subscriber may terminate the Agreement by giving 30 days' written notice in advance to i-CABLE provided that on the date of termination:
  - A. the Subscriber shall settle all outstanding service fees; and
  - B. the Subscriber shall return the SIM Card to i-CABLE.



- 8.3 i-CABLE may terminate the Agreement by giving not less than 30 days' notice in writing to the Subscriber.
- 8.4 Termination hereunder shall not prejudice any rights and/or antecedent claims which i-CABLE may have against the Subscriber and shall not relieve the Subscriber from the obligations accrued hereunder prior to the date of termination.
- 8.5 For the avoidance of doubt, any money and/or fees paid in advance by the Subscriber will not be refunded to the Subscriber despite termination of the Agreement for whatever reason.
- 8.6 If the Subscriber has registered more than one account in his/her name for the Services and failed to pay any service fees under any one of the accounts, i-CABLE shall have the right to terminate all the agreements which are registered under the Subscriber's name in accordance with Clause 8.1.
- 8.7 i-CABLE shall have the right to assign the Subscriber's mobile telephone number for the Services to another subscriber of i-CABLE after the termination of the Agreement.

## 9. Data Protection

- 9.1 i-CABLE collects, processes, discloses, retains and uses personal data of Subscriber in strict compliance with Privacy Policy Statement and the Personal Information Collection Statement(s) applicable to the Services (in accordance with the law of Hong Kong SAR). The Subscriber acknowledges that his/her personal data (if any) is given to i-CABLE voluntarily and that he/she has been afforded the opportunity to ascertain from i-CABLE's employees the use of personal data before execution of the Agreement.
- 9.2 By entering into the Agreement, the Subscriber agrees and consents that his/her personal data so collected and/or his/her mobile phone number may or will be used by i-CABLE for i-CABLE's performance of the Agreement, provision of any or all of the services related to the Agreement for promoting and marketing (including direct marketing) such goods and services as i-CABLE from time to time deems fit and appropriate to the Subscriber herein or otherwise for a purpose related thereto. Regarding promoting and marketing, for those new Subscribers who executed the Agreement on or after 1st April, 2013, the Subscriber agrees and consents that his/her personal data so collected by i-CABLE will be used by i-CABLE for promoting and marketing (including direct marketing) such goods and services as explicitly specified and agreed by the Subscriber in the Agreement. If the Subscriber does not wish to receive any such promotional or marketing materials and to update its personal data, the Subscriber shall advise i-CABLE by written notice to i-CABLE's customer service or call i-CABLE's customer service hotline at 2152 8118.
- 9.3 The Subscriber acknowledges and agrees that his/her personal data collected may/will be disclosed only to i-CABLE's authorized employees, agents, business partners, contractors, and sub-contractors (including without limitation to debt collection agent, financial institutions, external carriers, overseas mobile telecommunications operators or credit reference agent) who are engaged or appointed for the purpose of performing the Agreement by i-CABLE.
- 9.4 The Subscriber acknowledges that i-CABLE is obliged to release the Subscriber's personal data to government authorities who are entitled to collect such data from i-CABLE under the Personal Data (Privacy) Ordinance and/or other relevant legislation.

## 10. Disclaimer

- 10.1 i-CABLE shall not be held liable for any claim in connection with product liability, which is due to the default, neglect omission or mistake of the Manufacturer. Product liability shall rest with the Manufacturer solely in any event.
- 10.2 Under no circumstances shall i-CABLE be liable for any claim, loss, damage or compensation of whatever nature howsoever arisen in connection with the performance of the Agreement.
- 10.3 i-CABLE will use its best commercial endeavors to make the Services available to the Subscriber during the term of the Agreement and/or the validity period of the prepaid card services or iMobile service. i-CABLE does not warrant the quality or availability of any of the Services either in whole or in part and i-CABLE accepts no responsibility for any delay, suspension, failure, cessation or cancellation of any or all of the Services or any loss, damages or compensation suffered by the Subscriber.
- 10.4 In the event that the provision of Services is contracted out or assigned to i-CABLE's agents, i-CABLE disclaims all responsibilities or liabilities arising from the acts, default, neglect, or mistakes of i-CABLE's agents.
- 10.5 With respect to the information released to the Subscriber via network, i-CABLE does not warrant its accuracy, quality, usefulness or completeness and will not accept any responsibilities for any loss or damage whatsoever suffered by the Subscriber as a result of the use or access to the information.

## 11. General

- 11.1 i-CABLE retains the right, to be exercised in its absolute discretion and without assigning any reason, to accept or reject any application for mobile services, other special promotional packages, and privileges from time to time offered by i-CABLE.
- 11.2 The Agreement embodies the entire understanding between the parties relating to this subject matter. Any representations and promises, oral or written, are hereby withdrawn and revoked.
- 11.3 In the case of the Subscriber being a corporation, the Subscriber warrants that the persons executing the Agreement and incidental documents has express authority to do so on its behalf.
- 11.4 The Agreement shall be construed in accordance with the laws of Hong Kong Special Administrative Region.

- 11.5 i-CABLE reserves the right to vary, delete, or amend any of the terms and conditions herein contained from time to time provided prior thirty (30) days written notice has been given to the Subscriber (for such purpose the posting of the revised terms (which may include amendments, deletions, or additions) on the iMobile service website shall suffice as written notice) to that effect.
- 11.6 i-CABLE may assign the whole or any part of the Agreement, the prepaid card services, or the iMobile service to any other party or parties at any time. The Subscriber shall not without the consent of i-CABLE assign the rights and obligations of the Agreement to any other party.
- 11.7 Any dispute arising out of the Agreement shall be first resolved by both parties in good faith. No legal proceedings shall be instituted against the other party in the absence of good faith discussion by both parties in pursuance of this clause.
- 11.8 Unless otherwise stated, any notice to be given by i-CABLE to the Subscriber may be either personally delivered to the Subscriber or by SMS to any of his or her registered numbers, ordinary post, email, or facsimile to the address specified overleaf or any address as notified by the Subscriber. Such notice shall be deemed to have been received by the Subscriber twenty-four (24) hours after dispatch if personally delivered or by postal service or immediately if transmitted by SMS, facsimile, or email.
- 11.9 In the event that the Subscriber files a complaint with i-CABLE that he/she has received Unsolicited SMS/MMS or Unsolicited IOSMS/IOMMS - Promotional Nature, the Subscriber shall provide i-CABLE with all the necessary information on the Unsolicited SMS/MMS or Unsolicited IOSMS/IOMMS-Promotional Nature such as the date and time of the receipt of such message(s), full originating address and the contents of the message before i-CABLE is obliged to pursue the complaint.
- 11.10 The Subscriber may change his/her personal data on the iMobile service website at [www.i-mobile.com.hk](http://www.i-mobile.com.hk) or Service profile, including iMobile Service Plan and any or all subscribed VAS, by calling i-CABLE's customer service hotline at 2152 8118, subject to the Subscriber diligently complying with all the terms and conditions in the Agreement and such additional terms and conditions as may be from time to time promulgated by i-CABLE. i-CABLE prescribed communication channels include customer service hotline and iMobile service website. Upon the expiry of the Agreement for the Services (including VAS), if Subscriber has not indicated to i-CABLE of his/her decision either to (a) renew, extend, or replace the agreement for Services, or (b) terminate the Services, i-CABLE shall continue to provide the Services on the same terms and conditions (or other terms and conditions as i-CABLE may think fit) at the prevailing market rate on a month-to-month basis until the Services are terminated by Subscriber in the manner prescribed in this Agreement for the Services. Unless otherwise agreed, no discounts, offers, privileges, rebate, or gifts in the existing agreement will apply to the said monthly periods.