

MOOV Music Channel on Demand Terms and Conditions

The Customer's subscription to, access and/or use of MOOV Music Channel on Demand shall constitute the Customer's agreement to be bound by these MOOV Music Channel on Demand Terms and Conditions, the Special Conditions for eye Home Smartphone Package (if any) and the General Conditions of Telecommunications Service (Consumer Customers) ("General Conditions"), and the terms and conditions set out in the Application and the Service Guide ("Agreement").

1. Definitions

1.1 The following words have the meanings given to them in this clause unless the context otherwise requires:

"Charges" means all charges (including but not limited to Rental) arising from or related to Customer's subscription to any MOOV Music Channel on Demand Service Plan and / or use of MOOV Music Channel on Demand through such subscription whether such use is by the Customer or a third party with or without the authority, knowledge or consent of the Customer.

"Company" means Hong Kong Telecommunications (HKT) Limited which (a) provides the eye Home Smartphone Package; and (b) acts as an agent for and on behalf of PCCW Media with respect to MOOV Music Channel on Demand.

"MOOV Music Channel on Demand" means the MOOV service provided by PCCW Media that can be accessed by Customers through the eye Home Smartphone Device; subscription to which can be as part of or in addition to the eye Home Smartphone Package, or by both.

"MOOV Music Channel on Demand Service Plan" means any service plan for MOOV Music Channel on Demand whether or not it forms part of any service plan of the eye Home Smartphone Package.

"PCCW Media" means PCCW Media Limited.

"Rental" means regular periodic subscription fees payable by the Customer under his MOOV Music Channel on Demand Service Plan.

1.2 All capitalised terms used herein and not otherwise defined shall have the same meanings ascribed to them in the Hong Kong Telecommunications (HKT) Limited's General Conditions of Service and the Special Conditions for the eye Home Smartphone Package (if any) which can be viewed at www.pccw.com/Terms+of+Use/ and www.pccweye.com/eyehomesmartphone/eng/ respectively.

2. Provision of MOOV Music Channel on Demand

2.1 The Company shall make available to the Customer MOOV Music Channel on Demand in accordance with this Agreement. The provision of MOOV Music Channel on Demand and the manner in relation to such provision shall be subject to the Company's sole discretion.

2.2 Upon the Customer's subscription to MOOV Music Channel on Demand, the Customer shall, unless otherwise provided by the Company, not be entitled to any other discounts, rebates or other promotional offers or rates provided by the Company in relation to MOOV Music Channel on Demand.

2.3 Without prejudice to the generality of the Special Conditions and the provisions in the General Conditions, it is a condition of access to MOOV Music Channel on Demand that:

- (a) The Customer must not authorize or permit any other person to, cause MOOV Music Channel on Demand or any Content to be downloaded or copied by any means (including the internet or inclusion in a cable program service);
- (b) the Customer shall not hack, break into, access, reverse engineer, decompile, use or attempt to hack, break into, access, reverse engineer, decompile or use any part of MOOV Music Channel on Demand, the Content and/or any data areas on the Company or its Affiliates' servers for which the Customer has not been authorized by

the Company;

- (c) the Company and/or its Affiliates may change (in whole or in part) or withdraw (in whole or in part) MOOV Music Channel on Demand or any Content at any time for any reason including but not limited to any change in technology, new or different product features, the withdrawal by or of any content providers or third party service providers or services with or without notice to the Customer;
- (d) the Customer shall not assign, transfer or sub-license all or any part of the Customer's rights or obligations under this Agreement;
- (e) the Customer shall not forge headers or otherwise manipulate identifiers in order to disguise the origin of any contents transmitted through MOOV Music Channel on Demand;
- (f) the Customer shall not disrupt or interfere with MOOV Music Channel on Demand or otherwise act in a manner that affects MOOV Music Channel on Demand users' ability to engage in real time exchanges (if applicable);
- (g) the Customer shall not modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of MOOV Music Channel on Demand, the Content or any of the software;
- (h) the Customer shall not remove any copyright, trademark, or other proprietary rights notices contained in MOOV Music Channel on Demand or the Content;
- (i) the Customer shall not copy and/or frame any part of MOOV Music Channel on Demand or the Content without the Company's prior written authorization;
- (j) the Customer shall not use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of MOOV Music Channel on Demand or the Content;
- (k) there may be some Content on MOOV Music Channel on Demand which is not suitable for viewing by minors. The Customer is responsible for checking the identity and/or age of any person who wishes or intends to view any such Content before the Customer permits that person to view such Content and for generally ensuring that minors do not access such Content;
- (l) the Company may employ and/or install software or applications in any Service Provisioning Equipment, for purposes of detecting any downloading, copying, storing, song ripping, distribution, sharing or re-direction of any Content from MOOV Music Channel on Demand in any way or through any media; and
- (m) the provision of MOOV Music Channel on Demand is contingent upon the streaming capacity allocated by the Company and for which the Company has absolute discretion.

2.4 If the Company has terminated or suspended MOOV Music Channel on Demand under the Agreement:

- (a) the Company reserves the right to refuse to provide MOOV Music Channel on Demand; and
- (b) if the Company subsequently agrees to provide MOOV Music Channel on Demand, the Customer may be required to pay a service provision fee in advance as a pre-condition to making MOOV Music Channel on Demand available again.

2.5 To the fullest extent permitted by law, the Company and its Affiliates excludes all liability whatsoever including liability in contract, tort or under statute arising from or in connection with use of and/or access to MOOV Music Channel on Demand. To the extent that the

Company's liability cannot be excluded, the Company's maximum aggregate liability shall (i) where you have paid a fee exclusively for MOOV Music Channel on Demand, be limited to the lower of Hong Kong dollars one thousand or such fees paid by you exclusively for MOOV Music Channel on Demand for the 12 months immediately preceding to the date of your claim or (ii) where you have not paid a fee exclusively for MOOV Music Channel on Demand, be limited to Hong Kong dollars one thousand only.

3. Additional provisions for MOOV Music Channel on Demand Service Plan
- 3.1 Subscription to any MOOV Music Channel on Demand Service Plan is conditional upon the Customer subscribing also to eye Home Smartphone Package.
- 3.2 Service Commencement Date of the Customer's subscription to any MOOV Music Channel on Demand Service Plan shall be on such date as the Company activates MOOV Music Channel on Demand under that MOOV Music Channel on Demand Service Plan.
- 3.3 Upon the expiry of the any MOOV Music Channel on Demand Service Plan, Customer's subscription will be automatically extended on a month-to-month basis unless the Customer terminates his subscription by giving the Company at least 30 days prior notice through such means as required by the Company.
- 3.4 The Customer shall be responsible for all Charges incurred for the period from the Service Commencement Date to the actual termination of his MOOV Music Channel on Demand Service Plan including such times when MOOV Music Channel on Demand provided under his MOOV Music Channel on Demand Service Plan is suspended for any reason.
- 3.5 Upon the termination of eye Home Smartphone Package, MOOV Music Channel on Demand under any MOOV Music Channel on Demand Service Plan shall automatically terminate forthwith.
- 3.6 Under the following circumstances, the Customer shall be liable to pay an administrative charge equal to one month's Rental:
 - (a) where the Customer cancels his request for subscription to any MOOV Music Channel on Demand Service Plan at any time before the Company activates MOOV Music Channel on Demand; or
 - (b) where any MOOV Music Channel on Demand Service Plan is terminated as the Service cannot be relocated.
- 3.7 The Customer shall pay the Company an early termination charge as specified in the Application if customer terminates any MOOV Music Channel on Demand Service Plan during a Fixed Term.
4. Amendments
- 4.1 The Company may amend the provisions of MOOV Music Channel on Demand Terms and Conditions by: (a) posting the details of such amendments on www.pccweye.com/eyehomesmartphone/eng/; and/or (b) sending the Customer a notification of such amendments via post or such other means as determined by the Company, such amendments to, unless otherwise specified by the Company, take immediate effect on the date of posting or on the date of dispatch of the notification whichever is earlier.