

TERMS AND CONDITIONS FOR CATALOGUE AND/OR ELECTRONIC ADVERTISING

1. Contract for Advertisement

- a) These Terms and Conditions for Catalogue and/or Electronic Advertising ("Terms and Conditions") shall apply to the Advertising Contract form on the reverse side of these Terms and Conditions, the online registration form or such other specified form (as applicable) ("Advertising Contract") submitted by the Advertiser specified therein and accepted by Now TV Limited ("Now TV") in relation to:
- (i) in the print catalogues currently known as the booklets published by Now TV;
 - (ii) on the website the current Universal Resource Locator ("URL") being <https://www.ypp.com.hk> ("YP Web Site"), currently known as Internet Yellow Pages;
 - (iii) on the website the current URL being <https://www.now.com> ("now Web Site"), currently known as now Website;
 - (iv) on the pay television service operated by Now TV currently known as Now TV;
 - (v) on other media, service, platform or application operated by Now TV or its Affiliates, including the mobile app currently known as YP1083 app ("YP app") and Now apps;
 - (vi) on website(s) branded with logos authorized to be used by third parties (including, without limitation Yahoo! Hong Kong Limited and Google (Lionel) Limited) and Now TV (collectively and severally, the "Authorizer") (Co-branded Sites) and/or other websites, WAP Sites, URLs, media, service or platform operated by third parties, such as Baidu.com or Facebook ("Third Party Platforms");
 - (vii) by way of distribution of electronic distribution materials to certain email accounts ("eDM Advertising");
 - (viii) by way of keyword searches on the YP Web Site; and
 - (ix) on other catalogues specified in the advertising contract form as may be added or renamed from time to time (as applicable).
- For the purposes of these Terms and Conditions, YP Web Site, now Website, YP app, Now apps, Co-branded Sites and Third Party Platforms shall hereinafter be individually or collectively referred to as "Display Sites". Now TV is the reseller/generalbusiness partner of service providers ("SP") for accepting advertisements to be advertised through Co-branded Sites.
- b) These Terms and Conditions also apply to the services to be provided by Now TV in relation to domain name registration and related website design and hosting services ("DNR and Website-Related Services"), and value-added services to be provided by Now TV in relation to advertising on Third Party Platforms (as may be specified in the Advertising Contract), to the extent applicable.
- c) The catalogue(s) that the Advertiser has selected in the Advertising Contract for the advertisement(s) to be published for the specified issues may include one or more print catalogues ("Print Catalogue") and selected Print Catalogue(s) may be digitized and made available over the Internet ("Electronic Catalogue") (collectively "Catalogue" or "Catalogue Advertising"). The classified product(s) that the Advertiser has selected in the Advertising Contract for the advertisement to be advertised for the specified issues may include one or more Display Sites ("Electronic Advertising").
- d) The Advertiser shall supply to Now TV all text, graphical and other materials required for producing the advertisement(s) from time to time pursuant to the Advertising Contract and these Terms and Conditions ("Advertisements"):
- (i) In the case of Catalogue Advertising, promptly within 30 days after Now TV's written acceptance and confirmation of Advertising Contract; or
 - (ii) In the case of Electronic Advertising, promptly within 3 Business Days (being any day which the banks are generally open for business, other than a Saturday, Sunday or public holiday in Hong Kong) after Now TV's acceptance and confirmation of the Advertising Contract;
 - (iii) In any other case, at a time to be designated by Now TV.
- If the Advertiser does not comply with the foregoing obligations, then without prejudice to Now TV's other rights: (i) any free or other offers providing the Advertiser with special advantages or privileges shall be deemed irrevocably withdrawn and/or rejected by the Advertiser; and (ii) the Advertiser shall pay for the subject matters of such offers according to the then prevailing rates charged by Now TV unless the charges are waived in writing.
- e) For Electronic Advertising, the Advertiser shall provide to Now TV, and promptly in any event within 3 Business Days of receipt of such draft from Now TV inform Now TV in writing if the Advertiser requires any changes to such draft. If the Advertiser does not inform Now TV within the time period that changes to such draft are required, such Advertisement shall be deemed to be final and Now TV is entitled to upload it onto the Display Sites. The Advertiser may, subject to Now TV's discretion, be entitled to a minimum of one amendment free of charge within one month of uploading the Advertisement onto the Display Site or a period of time as determined by Now TV.
- f) The Advertiser undertakes to comply with:
- (i) all relevant law, regulation, codes of practice, directions or guidelines ("Law"); and
 - (ii) all relevant terms and conditions of use or service, codes of practice, directions or guidelines issued by Now TV or the Authorizer, or of any TV Platform or any Third Party Platform, applicable to advertising on the relevant Display Sites or platform; and
 - (iii) all relevant terms and conditions of use or service, codes of practice, directions or guidelines relating to the DNR and Website-Related Services (if applicable).
- g) In the case of Electronic Advertising, Now TV shall, subject to the limitations of the Internet as a communications medium, use reasonable endeavours to publish, advertise or procure the publication and/or the display of the Advertisements in the Electronic Catalogue and/or the Display Sites.
- h) The Advertiser acknowledges and agrees that Now TV, the Authorizer or any Third Party Platforms and/or any of their respective affiliates may from time to time change the URL of, any materials on, or the naming, structure or any part of the Display Sites.
- i) Now TV reserves the right to remove (temporarily or permanently) the Advertisements from the Catalogue and/or the Display Sites or any other advertising medium if:
- (i) the Advertiser has committed a breach under the Advertising Contract, Now TV's written acceptance and confirmation of the Advertising Contract, these Terms and Conditions (collectively this "Contract"), any other agreements or instruments that may have been entered into by Now TV and/or its Affiliates and the Advertiser, or any other terms and conditions of use or service of any Authorizer, any TV Platform or any Third Party Platform; or
 - (ii) display or transmission of the Advertisements would constitute a breach under the Contract, or the Advertisements cause or are likely to cause offence for or infringe the rights of any third party or are defamatory or of a disparaging nature, or is otherwise in breach of any Law or Now TV is instructed or requested to do so by any third party; and acceptance, publication and/or display of the Advertisements shall not be regarded as approval, endorsement or adoption of the Advertisements or any information contained in it, or any waiver of Now TV's rights in connection with the Contract.
- j) Now TV makes no representation or guarantee as to the publication, advertisement location of the Advertisements in the Catalogue and/or Display Sites and the classification or heading under which the Advertisements may be placed, and reserves the right at any time make alterations to the Advertisements to ensure that the Advertisements is placed appropriately in the Catalogue and/or Display Sites and/or location relative to other advertisements.
- k) Now TV reserves the right to make any changes or amendments to the forms of Advertisements submitted by the Advertiser.

2. Multi-Media Distribution

- a) The Advertiser grants Now TV, and its Affiliates the non-exclusive, irrevocable, royalty-free, worldwide, unlimited right, license and authority to: (i) use, store, reproduce, publish, advertise, display, distribute, resizes, modify and prepare derivative works based upon the Advertisements, in whole or in part, and any other elements that the Advertiser provides to Now TV or that Now TV or its agents may otherwise develop or use under the Contract, in whole or in part, and any such manner, format or media ("Multi-Media Distribution") as Now TV and its Affiliates may deem appropriate and for such purposes as it may see fit; and (ii) grant third parties the right, sublicense and authority to exercise all or any portion of the rights afforded to Now TV and its Affiliates under this clause 2 and clause 11, subject to such terms and conditions as Now TV and its Affiliates may deem appropriate, and to grant such third parties the right and authority to grant third parties the right, sublicense and authority to exercise all or any portion of the rights afforded to Now TV and its Affiliates under this clause 2 and clause 11, subject to such terms and conditions as such third parties and/or Now TV and its Affiliates may deem appropriate. Now TV, its Affiliates, its sublicensees, and their sublicensees may, without limitation, use any means of communications or transmission in their exercise of any of the rights and licenses granted above. Multi-Media Distribution may encompass the Advertisements being downloaded or copied to, and stored in, any device (including without limitation a personal computer, personal digital assistant or mobile phone) and/or transmitted to or from any device.
- b) Now TV may from time to time and at any time commence, suspend, terminate or re-commence any Multi-Media Distribution provided that: (i) any Multi-Media Distribution shall require payment of any extra advertising fees; Now TV shall give prior notice to the Advertiser in relation to the first issue of each Catalogue published or posted on-line after the Contract becomes effective; and/or (ii) the issue date of such Catalogue as notified by Now TV from time to time (in relation to successive issues of such Catalogue ("Issue Date")).

3. Advertising Fees

- a) For Catalogue Advertising, the Advertiser shall pay: (i) in relation to the first issue of each Catalogue published after the Contract becomes effective, the advertising fees specified in the Advertising Contract; and (ii) in relation to successive issues of such Catalogue, the then prevailing advertising fees applicable to the relevant Catalogue as notified by Now TV from time to time (collectively, "Catalogue Advertising Fee"). Payment for Catalogue Advertising Fee shall be made by the Advertiser in accordance with the issue date specified in the Advertising Contract in relation to the first issue of each Catalogue published or posted on-line after the Contract becomes effective; and/or (ii) the issue date of such Catalogue as notified by Now TV from time to time (in relation to successive issues of such Catalogue ("Issue Date")).
- b) For Electronic Advertising, the Advertiser shall pay the advertising fees as specified in the Advertising Contract ("Electronic Advertising Fee"). In the event that no payment date is specified in the Advertising Contract, the Advertiser shall pay the advertising fees on or earlier of the following:
- (i) 30 days after the date on which the Contract becomes effective (unless the Advertiser has supplied its relevant Advertisement to Now TV in accordance with clause 1(f) of these Terms and Conditions, and Now TV has failed to include such relevant Advertisement in the relevant Display Sites within 1 calendar month of such date); and
 - (ii) the date on which any one of the Advertisements is included in the relevant Display Sites or the date on which a DIY account is delivered to the Advertiser for uploading advertisements to the relevant Display Sites.
- The Advertiser shall pay the Process/Administration Fee ("PA Fee") (if applicable) to Now TV upon signing the Advertising Contract or when the Contract continues after the expiry of the relevant Minimum Contract Period specified in the Advertising Contract (as applicable). Now TV may at its absolute discretion waive the Set Up Fee specified in the Advertising Contract (if applicable) after the relevant Minimum Contract Period.
- c) The Catalogue Advertising Fee and Electronic Advertising Fee shall be collectively referred to as "Advertising Fees".
- d) If requested by Now TV, the Advertiser shall make full payment of the Advertising Fees or any other fees under the Contract (if applicable) before Now TV performs any of its obligations under the Contract. Now TV shall be under no obligation whatsoever towards the Advertiser pursuant to the Contract before receiving such payment.
- e) If Now TV accepts deferral of payment for the Advertising Fees, the Advertiser shall pay the Advertising Fees by the expiry of the earlier of (i) 30 days of the date of any invoice issued by Now TV in connection with the Contract; and (ii) any other period specified on and from time to time for payment. The Advertiser shall pay interest at the rate of 15% p.a. on the sum of any advertising fees calculated daily from the date on which payment is due until the date of actual payment in full.
- f) Although Now TV may accept deferral of payment for the Advertising Fees, Now TV may at any time and from time to time issue an invoice for all or part of any unpaid Advertising Fees. Without limiting the generality of the foregoing, Now TV is entitled to issue an invoice for all or part of any unpaid Advertising Fees if (i) any of the Advertising Fees or other sums payable by the Advertiser under the Contract remains unpaid in breach of clauses 3(a) and/or 3(b); or (ii) the Contract is terminated under clause 7.
- g) Now TV may, to the extent permitted by law, take such action as it reasonably thinks fit to enforce these terms and conditions including without limitation, employing accountants, auditors, lawyers and/or third party debt collection agents to recover all or part of any unpaid amounts (including the Advertising Fees) due and owing under the Contract. The Advertiser shall fully indemnify Now TV for all costs and expenses (including reasonable legal fees) reasonably incurred by Now TV in respect of any such enforcement actions. The Advertiser agrees and authorizes Now TV to disclose relevant information to such persons for the purposes stated in this clause 3(g).
- h) For the avoidance of doubt, it is confirmed that the discontinuance or transfer of the use of the telephone or facsimile numbers or URL referred to in the Advertisements shall not relieve the Advertiser's payment or other obligations under the Contract.
- i) The Advertiser shall pay any extra handling fee which Now TV may charge if (x) the Advertisements are not supplied to Now TV in accordance with the Contract by the Advertiser; and/or (y) the Advertiser requests alterations to the Advertisements after they have been provided to Now TV for processing. For the avoidance of doubt, this clause (i) applies without prejudice to any other rights of Now TV.
- j) Now TV may, to the extent permitted by law, take such action as it reasonably thinks fit to enforce these terms and conditions including without limitation, employing accountants, auditors, lawyers and/or third party debt collection agents to recover all or part of any unpaid amounts (including the Advertising Fees) due and owing under the Contract. The Advertiser shall fully indemnify Now TV for all costs and expenses (including reasonable legal fees) reasonably incurred by Now TV in respect of any such enforcement actions. The Advertiser agrees and authorizes Now TV to disclose relevant information to such persons for the purposes stated in this clause 3(j).

terms, conditions or obligations under the Contract. Now TV may, without prejudice to its other rights and remedies, deduct from the deposit any amount payable by the Advertiser under the Contract, but shall subject to clause 7(e), refund the deposit (without interest) after termination of the Contract.

4. Representations, Warranties and Undertakings

- a) The Advertiser represents and warrants that at all times:
- (i) the Advertiser has the right to use, publish, reproduce, display, distribute, publicly display, promote, resize, rearrange, modify and create derivative works from all and all content in the Advertisement including all data, text, names, graphics, pictures, photographs, sound, moving images, videos, trade names, illustrations, symbols, logos, addresses, URLs, links, trademarks, service marks, product codes, messages, reviews, customer lists or any other material ("Content") and publish and/or advertise any business, product or service referred to in such Content in the Advertisements in the manner contemplated in the Contract;
 - (ii) the Advertiser has the right to provide the Advertisements to Now TV and the right and authority to grant Now TV the additional rights afforded by these terms and conditions without the consent or authorization of any other person or entity, and the exercise of any such rights, licenses or authorizations by Now TV or its sub-licensees will not infringe any copyright, intellectual property right, right of publicity or privacy rights of any third party;
 - (iii) publication and/or advertisement of the Advertisements in the manner contemplated by the Contract does not and will not be in breach of any Law, and will not infringe any copyright, trademark right, other intellectual property right, moral right, publicity right, privacy right, rights to payment of royalties or any other rights of any third party, or result in tort, injury, damage or harm to any third party, and will not cause Now TV, the publisher and printer of any publication in which the Advertisements are contained, their affiliates, and the officers, employees, sub-contractors and agents of any and all of the Advertiser ("Covered Parties") to be liable for any copyright, trademark right, other intellectual property right, moral right, publicity right, privacy right, rights to payment of royalties or any other rights of any third party;
 - (iv) the Content in the Advertisements are not inappropriate, offensive, defamatory, obscene, indecent, vulgar, pornographic, defamatory, misleading, deceptive, does not harm minors in any way or which is not suitable or appropriate for viewing by minors;
 - (v) any hyperlinked site or URL displayed on the Display Sites does not, expressly or impliedly, falsely represent that: (i) the goods or services described in it, have not been endorsed or approved by the Advertiser; or
 - (vi) any telephone number or hyperlink in the Advertisements to the Advertiser's WAP site and/or URL connects or links directly to the home page of the Advertiser, without intervening redirects or pop up windows.
- b) The Advertiser shall not state or imply that the Authorizer endorses or is the source of the Advertiser's products or services;
- c) The Advertiser gives Now TV and the Authorizer a non-exclusive, worldwide right to use, publish, reproduce, distribute, publicly display, promote, resize, rearrange, modify and create derivative works from all and all content in the Advertisements for the purposes of publication and advertising on the Advertiser's behalf in the manner contemplated in the Contract and to permit users (being users of mobile phones or the Internet through a computer, PDA, WAP telephone or other device, media, service or platform capable of receiving the Advertisements) to use such content for personal use (in the case of Electronic Catalogue and Electronic Advertising).
- d) The Advertiser warrants that Now TV and the Authorizer's exercise of the right granted to it in the above paragraph (c) does not and will not, infringe the rights of any third party, including without limitation any intellectual property rights, rights of publicity, rights of privacy, rights of privacy, rights to payment of royalties, or any other rights of third parties; or result in any tort, injury, damage or harm to any third party.
- e) The Advertiser agrees to notify Now TV promptly in writing if the Advertiser's right and authority to use any Content in the Advertisements, in whole or in part, changes or any proceedings contesting that right and authority are initiated. The Advertiser agrees that it will be solely responsible for the enforcement and protection of any of the intellectual property rights included or in connection with the Advertisements.
- f) The Advertiser further warrants that the Advertiser is the sole owner of the Content and the person signing the Advertising Contract or other components of the Contract on behalf of the Advertiser warrants that he has been duly authorized by the Advertiser to enter into the Advertising Contract and other components of the Contract, and that the Contract constitutes a binding contract enforceable against the Advertiser.
- g) The Advertiser shall be solely responsible and liable for all of the Content of the Advertisements, including but not limited to (i) any and all contact numbers, addresses, pictures, illustrations, trade marks, trade names and other materials appearing in the Advertisements; (ii) the nature of the business, profession, product or service described or referred to in the Advertisements; and (iii) the information and content appearing in the Advertisements.
- h) The Advertiser is liable to Now TV and its Affiliates if the Advertiser breaches these terms and conditions or acts negligently under the principles applied by the courts. The Advertiser is not liable for any loss Now TV or its Affiliates suffer to the extent the loss is caused by Now TV or its Affiliates through its negligence or breach of these terms and conditions.
- i) The Advertiser understands that Now TV and its Affiliates will not accept liability for any claim in the event of any infringement of copyright, trademark right, intellectual property right, publicity right, privacy right, rights to payments of royalties or any other rights of any third party occurring directly or indirectly as a result of the Content provided for the production and/or display of the Advertisements. The Advertiser agrees to indemnify Now TV and its Affiliates against any claim based upon any infringement of copyright, trademark right, intellectual property right, moral right, personality right, publicity right, privacy right, rights to payment of royalties or any other rights of any third party occurring directly or indirectly as a result of the Content provided for the production and/or display of the Advertisements. The Advertiser warrants that the Content in the Advertisements provided are valid upon Contract signing and for no less than 1 year from the date of the publication of the Catalogue and/or the Display Sites.
- j) For the Print Catalogue, unless otherwise expressly specified, the territory in which the Print Catalogue will primarily be distributed is Hong Kong.

5. Personal Data

Depending on the service or combination of services subscribed for in the Advertising Contract, the personal data and other information so provided are collected, used and retained by either one or more of the service providers of PCVCV Group including Hong Kong Telecommunications (HKT) Limited ("HKT", CS, Mobile Limited, Now TV Limited and HK Television Entertainment Company Limited (as the case may be) in accordance with the requirements in the Personal Data (Privacy) Ordinance and the Privacy Policy Statement which is accessible at: <https://www.hkt.com/privacy-statement> ("Policy") which also governs, together with HKT's General Conditions of Service (if applicable), how such personal data and other information are used and to whom they may be disclosed. The main purpose for which the data and other information if used and/or disclosed for is the processing and provision of the subscribed and related services. The data may be disclosed by Now TV to Affiliates, related companies, debt collection agents, third party channel providers or other business partners for provision of the services as well as promotion of different goods and services.

6. Indemnity

- a) None of the Covered Parties shall have any responsibility or liability in connection with the Advertisements or the publication or posting of the Advertisements, or for any loss or damage whatsoever or howsoever suffered or incurred by any party in respect of the Advertisements or the publication and/or posting of the Advertisements.
- b) The Advertiser shall at all times indemnify and hold harmless each of the Covered Parties (i) for any costs (including legal costs), losses or damages incurred or suffered by each of the Covered Parties in connection with any breach of the Advertiser's representations, warranties, undertakings or obligations under the Contract; and (ii) without limiting the foregoing, against all claims, actions, proceedings, demands (including legal costs), costs, expenses, liabilities, losses or damages incurred or suffered or to be suffered or incurred by the Covered Parties arising out of any act or omission of the Advertiser in connection with the Advertisement or the publication or the display of the Advertisements.

7. Term and Termination

- a) For Catalogue Advertising and Electronic Advertising, subject to other provisions on early termination, the Contract shall be binding after Now TV's acceptance and confirmation of the Advertising Contract until the Minimum Contract Period(s) for all selected service products specified in the Advertising Contract ("Initial Contract Term") have expired.
- b) Prior to the expiration of the Initial Contract Term, Now TV is entitled to contact and offer a renewal service product plan to the Advertiser ("Renewal Offer"). If the Advertiser agrees to renew the Contract in accordance with such renewal, the existing Contract shall be renewed accordingly. If (i) Now TV is unable to contact the Advertiser regarding the renewal; or (b) the Advertiser fails to respond to and/or confirm the Renewal Offer, the existing Contract shall, subject to clause 3(c), be extended for successive one (1) month periods ("Monthly Renewal Periods") on the same terms and conditions until the Advertiser gives at least thirty (30) days' prior notice of termination (or any other period as specified by Now TV in the Advertising Contract to Now TV).
- c) Unless otherwise expressly provided for in the Contract, the Advertiser shall be free to terminate the Contract or to rebate offered by Now TV during the Initial Contract Term shall not be offered by Now TV during the Monthly Renewal Periods. Notwithstanding clause 7(b), Now TV is entitled to exclude the application of clause 7(b) to certain service products expressly identified by Now TV in the Advertising Contract.
- d) Now TV shall at any time have the right to terminate the Contract immediately without liability to Now TV but without prejudice to its rights where:
- (i) a 1 month or more notice of termination has been provided to the Advertiser;
 - (ii) any of the Advertising Fees or other sums payable by the Advertiser under the Contract remains unpaid in breach of the terms of the Contract;
 - (iii) the Advertiser commits a breach of any of the terms and conditions contained in the Contract;
 - (iv) the Advertiser becomes subject to the Law as to insolvency and/or bankruptcy or makes any arrangement or composition with its creditors or has a receiver appointed or enters into liquidation;
 - (v) the Advertisements, in Now TV's reasonable opinion, cause offence for or infringe the rights of a third party, or is otherwise in breach of any Law; or
 - (vi) it becomes commercially unavailable for Now TV's Authorizer, any Third Party Platform or any other website to broadcast, publish, transmit or display the Advertisements, including but not limited to expiration or termination of licenses and closure of all or part of its business.
- e) If the Advertiser repudiates the Contract or revokes, terminates or otherwise seeks to vary the Advertising Contract, and/or where Now TV terminates the Contract pursuant to clause 7(d)(i), (ii), (iv) or (v), Now TV shall without prejudice to its other rights and remedies, be entitled to forfeit all deposits and/or all other sums prepaid by the Advertiser under the Contract as liquidated damages.

8. Post Termination

After termination of the Contract shall be without prejudice to any pre-existing rights or obligations of the parties.

9. Limitation of Liability

- a) Notwithstanding the provisions of the Contract but subject to clause 9(b), Now TV's total liability for any costs, claim, damage or loss shall be limited to the total amount of payments received by Now TV under the Contract.
- b) Neither Now TV nor the Authorizers or any of its Affiliates or their respective officers, directors, shareholders, employees, agents, contractors or subcontractors shall be liable for indirect, special, consequential, collateral, incidental or punitive damages including, without limitation, loss of business, revenue, profit, goodwill, anticipated savings or contracts, loss of use or value of any equipment or software, loss of data, costs of procuring substituted goods or services, interruption of business, claims or damages of third parties or any other damages or losses of any kind, whether or not such damages or losses have been caused by the possibility that such damage could occur. For the purposes of this clause 9(a), "Affiliates" means in relation to any person or entity, an entity or person that directly or indirectly controls, is controlled by or is under common control with that person or entity, and the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through the ownership of voting securities or a written voting rights agreement.
- c) To the extent permitted by law, Now TV disclaims any obligations and warranties, whether express or implied, as to the title, non-infringement, fitness for a particular purpose, merchantability, accuracy, completeness, standard of quality, reliability, security, timeliness and performance of the Advertisements. Without limiting the generality of the foregoing, Now TV does not warrant (i) that the Advertisements will be published or posted without error or omission; (ii) the number of responses to the Advertisements or any other business benefit or suitability of the Advertisements for any particular purpose; (iii) that the Catalogue will be published or posted in a particular month; (iv) any particular method of distribution or that the distribution of any Print Catalogue will begin or end on a particular day; and (v) the number and/or content of responses to the Print Catalogue.
- d) All Catalogue Advertising and Electronic Advertising displayed by Now TV and/or the Authorizer or on the Third Party Platforms under the Contract are provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose and/or non-infringement. Neither the Contract nor any documentation furnished under it is intended to express or imply any warranty that the Catalogue Advertising and/or Electronic Advertising will be uninterrupted, timely or error-free. In the event that the Authorizer or the Third Party Platform fails due to its own fault, to publish the Advertisements on any particular location or in any particular manner (if such is required), the sole liability of Authorizer or the Third

Party Platform to the Advertiser shall be limited to placement of the relevant content of the Advertisements at a later time or refund to the Advertiser an amount paid by the Advertiser for the publication of the relevant content of the Advertisements.

10. Assignment

The Advertiser shall not assign, transfer, convey or otherwise dispose of any of its rights, title, benefits, interests, obligations, liabilities, and responsibilities under the Contract except with the prior written consent of Now TV. Now TV may, at any time and from time to time with or without notice to the Advertiser, assign and/or novate its rights or transfer, sub-contract, convey or otherwise dispose of any of its rights, title, benefits, interests, obligations, liabilities, and responsibilities under the Contract (including those under this clause) to any entity.

11. Links

If the Advertisements contain links, the Advertiser hereby: (a) grants to Now TV and its sub-licensees a royalty-free unrestricted right and license to establish such links and to link users of the Advertisements to the website(s) designated in the Advertisements and to cause the link(s) to open a new browser window(s) and publish the website(s) designated by such link(s) within such window within the Advertisements; and (b) represents and warrants that (i) the Advertiser has the right to grant the foregoing right and license and that the foregoing does not infringe on any copyright or any right of any third party; and (ii) all copy and content of all websites to which the Advertisements link comply in all respects with all applicable laws and regulations.

12. Governing Law

The Contract shall be construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"). The parties submit to the non-exclusive jurisdiction of the courts of Hong Kong.

13. Performance

Now TV shall not be under any liability for any loss or damage resulting from delay or failure to perform the Contract in whole or in part where such delay or failure shall be due to disruptions to the normal production schedule affecting generally one or more publications of Now TV and/or the publisher of the Print Catalogue (as applicable), compliance with any Law applicable to its performance being impossible or unduly difficult, or causes beyond its reasonable control, including but not limited to, war, terrorist activity, the threat of imminent war or terrorist activity, riots or other acts of civil disobedience, insurrection, widespread disease, power outage, Internet outage, failure or instability, computer virus, power failure, labour dispute or shortage, acts of God, restraints imposed by governments or any other legal authority or any other industrial or trade disputes, inability or delay in granting or obtaining government approvals, consents, permits, licences or authorizations including but not limited to, from government agencies, or termination or withdrawal of such approvals, consents, permits or licences, any change in applicable Law, fires, explosion, storms, floods, lightning, earthquakes and other natural calamities. For the avoidance of doubt, the foregoing shall not be considered as force majeure event: (i) consumption of contracts with third parties or performance thereunder; or (ii) inability to pay amounts due.

14. Notices

Any notice required to be given may be given (a) personally to the other party or (b) by post or facsimile to the address or facsimile number specified in the Contract or as otherwise notified in writing by the other party. Any such notice shall be deemed to have been received at the time when, in the ordinary course of post or facsimile transmission, it should have been delivered to the address or facsimile number to which it was sent. The Advertiser undertakes to notify Now TV in writing within 48 hours of any change of its address and facsimile number.

15. Entire Contract

The Contract which comprises of these Terms and Conditions and the attached schedules (if any), the Advertising Contract submitted by the Advertiser and any written confirmation by Now TV, together with any other service agreements, booking confirmations, purchaser orders or other similar documents or instruments between the Advertiser and Now TV in respect of Advertisements to be placed on the catalogues referred to in the Advertising Contract, embody the entire understanding between the parties and supercedes prior agreements and representations between the parties, whether written or oral, regarding the subject matter contained herein.

16. Variation

Now TV may modify or delete the terms and conditions of these Terms and Conditions at any time and from time to time by publishing amendments to these Terms and Conditions on the website(s) the current URL(s) being www.ypp.com.hk; or by giving not less than 7 days' prior notice to the Advertiser.

17. Non-Waiver

A failure or delay to exercise, and any single or partial exercise of, any right, power or remedy under the Contract shall not operate as a waiver. The rights, powers and remedies of the parties are cumulative and are not exclusive of any rights, powers or remedies by Law.

18. Severability

If any provisions of the Contract shall be construed to be illegal, invalid or unenforceable, they shall not affect the legality, validity and enforceability of the other provisions of the Contract. The illegal, invalid or unenforceable provision shall be deleted and no longer incorporated in the Contract but all other provisions shall continue.

19. Third Party Rights

Saved for Now TV and Affiliates of PCWC Limited, no other person who is not a party to the Contract has any right under Contracts (Rights of Third Parties) Ordinance (Cap.623) of Hong Kong to enforce any term and/or benefit of the Contract.

20. Miscellaneous

- a) The English version of the terms and conditions of the Contract shall prevail over the Chinese version (if any) in the event of any inconsistency.
- b) In the event of any inconsistency between the provisions of the Contract, the inconsistency shall be resolved by giving precedence in the following order: (i) the provisions of any attached Schedules (if applicable); (ii) the provisions of clauses 1 to 24 in these Terms and Conditions; and (iii) the Advertising Contract accepted by Now TV.
- c) In the Contract, unless the context otherwise requires: (i) references to the Contract shall be construed as references to the Contract as modified, amended or supplemented from time to time; (ii) words importing the singular meaning include the plural meaning, and vice versa; and (iii) any reference to a clause or a schedule is to a clause in or a schedule to the Contract.

ADDITIONAL TERMS APPLICABLE TO CATALOGUE ADVERTISING

21. Issue Date & Delivery

- a) The Issue Date specified in the Advertising Contract and the Issue Date of the successive issue of the Catalogue ("Issue Life") is not fixed. Now TV typically prints or posts the Catalogue in twelve-month intervals but has the right to extend or reduce the Issue Life, with or without notice to the Advertiser, in such event, the parties agree that the Advertiser shall be responsible for any additional charges for an affected Catalogue that will be proportionally increased or reduced and billed to the Advertiser.
- b) Now TV and/or its assigned agents may make general delivery of the Print Catalogue in accordance with Now TV's business practices. Now TV does not guarantee that every resident and business will receive a copy of the Print Catalogue or that every Print Catalogue printed will be distributed. The Advertiser acknowledges that the distribution date of the Catalogue shall be deemed to be the date when the Electronic Catalogue is made available to and accessible and downloadable by Internet users, or when the Print Catalogue is delivered in accordance with Now TV's business practice, whichever is earlier.

ADDITIONAL TERMS APPLICABLE TO ELECTRONIC ADVERTISING

22. Display of Advertisements in Co-branded Sites

- a) The Advertiser acknowledges and agrees that positioning of the Advertisements within the Co-branded Sites (including without limitation its timing) will be at the sole discretion of the Authorizer. The Authorizer has not made any guarantees with respect to any statistics whatsoever relating to the Advertisements. Further, the Authorizer reserves the right, at any time, to redesign, improve, enhance or modify the organization, structure, specifications, "look and feel" navigation guidelines and other elements of the Co-branded Sites, and where necessary, amend the Advertisements accordingly.
- b) All Content of the Advertisements which are capable of being displayed on the Co-branded Sites must comply with all specifications and restrictions as may be notified or published by Authorizer from time to time, including those set out in the Authorizer's standard Sponsored Match specifications and restrictions, including without limitation as set forth in URLs (<https://advertising.bingads.microsoft.com/zh-hk/bianji-shenhe-biaozhun>) and <https://support.google.com/adwords/policy>.) If the Advertisements breach these specifications or restrictions or the terms set out in this clause, the Authorizer has the right to suspend performance of all or any obligations with respect to the Advertisements and to take such action as it may deem necessary and fully remedied. The right to suspend performance is without prejudice to such other equitable and legal rights as the Authorizer may have as the Advertiser's breach.
- c) The Authorizer has the right to reject any content, sweepstakes or other promotional offer (collectively a "Promotion") in its absolute discretion. Notwithstanding inclusion of a Promotion, the Authorizer shall not be responsible for the content of such Promotion and the acquisition and fulfillment of all prizes in connection with such Promotion and other products or services offered by the Advertiser and any activities related thereto (such as shipping and fulfillment of prizes, and customer service) and for any acts or omissions that occur in connection therewith.
- d) The Authorizer reserves the right to take down or not display the Advertisements (including the name and other information of any Advertiser and any URL link) at any time. The Authorizer has no obligation to display the Advertisements unless the Advertisements comply with all Laws applicable to the Advertisements and the Authorizer's and its partners' standard advertising specifications and restrictions, including without limitation those as set forth at <https://www.bingads.microsoft.com/zh-hk/bianji-shenhe-biaozhun> and <https://support.google.com/adwords/policy>.) Where the Authorizer reserves the right to suspend performance of all or any obligations with respect to the Advertisements and to take such action as it may deem necessary and fully remedied, the right to suspend performance is without prejudice to such other equitable and legal rights as the Authorizer may have as the Advertiser's breach.
- e) The inclusion of the Advertiser's WAP site and/or website in the Display Sites or the display of the Advertisements do not imply that its WAP site and/or website is included automatically into the Authorizer's website directory and its search results database.
- f) If the Authorizer makes a decision to take down or not display the Advertisements as referred to in the Contract or to display the Advertisements only if certain modifications are made, the Advertiser must take such action as is necessary to give effect to this decision immediately upon notice from the Authorizer.

ADDITIONAL TERMS APPLICABLE TO ADVERTISING ON CO-BRANDED SITES, THIRD PARTY PLATFORMS AND TV PLATFORMS

23. Advertisements on Co-branded Sites, Third Party Platforms and TV Platforms

- a) The Advertiser agrees and acknowledges that Advertisements on Co-branded Sites, Third Party Platforms and TV Platforms will be subject to the terms and conditions of use or service as imposed by the relevant operators.
- b) The Advertiser agrees and acknowledges that some of the Co-branded Sites, Third Party Platforms and TV Platforms are operated by third parties which are unrelated or separate from Now TV, and that Now TV will not be responsible for any delay or failure in publishing, displaying or transmitting the Advertisements on such platforms.
- c) The Advertiser hereby authorizes Now TV to facilitate placement and management of Advertisements on the Co-branded Sites, Third Party Platforms and TV Platforms and to enter into any contracts, booking confirmations, purchase orders or any other documents or instruments as may be necessary, appropriate or desirable in the discretion of Now TV in this connection.

ADDITIONAL TERMS APPLICABLE TO SERVICES RELATING TO DOMAIN NAME REGISTRATION

- a) The Advertiser undertakes to comply with any terms and conditions relating to the registration of domain names, including but not limited to the usage of the domain name and the relevant web space and payment of registration or maintenance or other fees.
- b) The Advertiser agrees and acknowledges that Now TV will not be liable for any delay or failure in the registration of domain names, or in respect of the maintenance or operation of the domain name or the relevant web space. The Advertiser will be fully responsible for the use and management, and all materials placed on the domain name or the relevant web space.