TERMS AND CONDITIONS OF MOBILE SERVICE PLANS

It is hereby agreed between the Customer and Birdie Mobile Limited ("the Company") as follows:

1. Mobile Service Monthly Plans ("Monthly Plans"):

1.1. The Company's Monthly Plans provide local voice calls and local mobile data services, also including but not limited to other services such as SMS messages, voicemail, call forwarding, caller number display and call waiting.

1.2. Unused mobile data entitlement and voice call minutes in the current billing month will expire by the billing date and cannot be carried forward to the next billing month.

1.3. Each Monthly Plan provides different high-speed local data entitlement, data speed (data speed of high-speed data and thereafter data) and local voice call minutes. Please refer to the Subscription Confirmation email you agreed to when you applied for the service for details.

1.4. Monthly Plans are charged on a monthly basis. If this agreement or the services ends on a day which is not the last day of the monthly billing cycle, the customer shall remain liable for the full payment of the charges for the relevant month.

1.5. All monthly charges are payable in advance, and prepayment of more than one month of monthly charge may be required for specific Monthly Plans. All monthly charges are non-refundable under all circumstances.

1.6. Up to 5 mobile numbers can be registered under each HKID card/passport. The Company reserves the right to cancel the mobile service subscription if the customer applies for more than 5 mobile numbers or fails to settle any charges/fees before the payment due date. All paid fees are non-refundable.

1.7. This ServicePlan is not applicable to 2G or 3G phones/ connected devices or any phones/ connected devices which have manually opted for 2G or 3G network. If the customer uses this plan on any 2G or 3G phones/ connected devices or any phones/ connected devices which have manually opted for 2G or 3G network, any charges which may incur will be borne by the customer. Actual data transmission speeds may vary due to Internet traffic conditions, local conditions, hardware, software and other conditions which may arise.

1.8. Additional local voice calls are charged at HK$0.3 per minute.

1.9. Each local voice call's duration is rounded up to full charge units for computation purposes. Each full charge unit is based on a per minute airtime charge.

1.10. The first 500 Intra-Short Message Service (SMS) sent to intra-network users is free of charge; thereafter intra-SMS is charged at HK$0.3 each. Each Inter-SMS sent to other local network users is charged at HK$0.6.

1.11. Each international SMS sent from Hong Kong to overseas is charged at HK$2.

1.12. Each SMS's maximum capacity is 160 English letters or 70 Chinese characters. If the message exceeds this limitation, it will be transmitted in form of multiple SMS and each SMS will be charged.

1.13. For sending SMS from an overseas place to Hong Kong / other countries, an additional roaming charge will be applied on top of the fee for sending local SMS to other local network / sending international SMS. Roaming fee tariffs are subject to change without prior notice according to pricing schemes of overseas network operators, tax rates and exchange rate fluctuations. The charges will be determined by record in the system.

1.14. Customer using the Company's Monthly Plans can sign up to roaming voice and IDD services. Customer must pay a deposit and set up credit card autopay for monthly bill payment. Please refer to

the Birdie Mobile App and/or Section 3 of this Terms & Conditions for tariff details and terms and conditions on roaming voice and IDD services.

1.15. If in the reasonable opinion of the Company, the Customer's use of services provided in the Monthly Plans (including but not limited to local voice calls, local mobile data services, SMS messages) is excessive, the Company may ask the Customer to moderate the usage. If the Customer fails to do so, the Company reserves the right to charge the Customer for the excessive element of the usage. If the Customer fails to settle the amount in time, the Company reserves the right to suspend or terminate the services.

1.16. A monthly bill setting out the charges for the relevant month payable by the Customer shall be forwarded to the Customer. The Company reserves the right to vary the billing frequency at any time without prior notice or issue an interim bill for accrued charges, which will become immediately due and payable. The amounts shown on each bill shall be final and binding on the Customer. The Customer shall pay and settle in full each bill on or before the due date for payment as specified therein or otherwise forthwith upon demand by the Company. All monies paid by the Customer are non-refundable under whatever circumstances.

1.17. The Company reserves the right to immediately terminate or suspend all or part of the service without prior notice if the customer fails to settle any charges or fees before the payment due date.

1.18. The Customer shall raise any dispute regarding any amount shown on any monthly bill within ten (10) days from the date of such monthly bill; failing which the Customer shall be deemed to have waived all his right against the Company.

1.19. The Company shall be entitled to charge interest at the rate of two percent (2%) per month on any overdue amount from the due date until the date on which payment in full is received by the Company. Such interest shall accrue from day to day.

1.20. The Customer shall be solely responsible for all charges incurred through the use of the services regardless whether the usage is authorised or without the Customer's authority, knowledge or consent.

1.21. If the customer's account is terminated by the customer or the Company for any reason(s), any data entitlement or rewards or points that are rewarded or transferred to the account in any form, or any roaming data of the Day Pass(es) purchased for the account, will be forfeited and not be restored or refunded in any form.

1.22. If services are disconnected for any reason or upon the customer's request, the Company may upon the customer's request reconnect the services subject to payment by the customer of all sums due or owing to the Company, a deposit requested by the Company and a reconnection charge. The amount of the deposit and the reconnection charge shall be determined by the Company at its sole and absolute discretion.

1.23. The duration for the customer to use the services will be reset upon service reconnection. Any data entitlement or rewards or points that are rewarded or transferred in any form to the account prior to service suspension, or any roaming data of the Day Pass(es) purchased for the account, will be forfeited and not be restored or refunded in any form.

1.24. After service reconnection, the monthly fee will be charged based on the rate of fees specified on the Company's website or mobile app at the time of service reconnection. Customer may not be able to subscribe to the Monthly Plan originally subscribed to during service reconnection, and the monthly fee and plan content of Monthly Plan may differ than those prior to service termination.

1.25. The service fees charged to the customer are subject to the Company's prevailing Monthly Plans and/or rate of charges for the services from time to time. The Company reserves the right to vary the Monthly Plans and/or rate of fees for the services at any time. If entitlement and/or rate of fees of a Monthly Plan currently subscribed by a customer will be adjusted, prior notice will be given to the customer. In the case of any increase in the rate of fees for the services, the Company shall give the customer no less than thirty (30) days prior notice.

1.26. The Customer shall activate the service within 90 days from the date of application submission after picking a new number for registration. Failure to activate the service within 90 days will result in the cancellation of the mobile service subscription on that number by the Company. All fees paid are non-refundable.

1.27. The carry-over of the Customer's mobile number shall be completed within 90 days from the date of application submission. In the event that the mobile number not being carried over to the Company due to incomplete, wrong or false information provided by the Customer or any grounds beyond the Company's reasonable control, the Company has the right to cancel the carry-over application. All fees paid are non-refundable.

2. Local Mobile Data Services of Monthly Plans ("Data Services"):

2.1 Data Services are only applicable to designated handsets and SIM cards and customers who use the designated mobile service plans.

2.2 High-speed data entitlement and data speed of high-speed data vary with each Monthly Plan. The speed of high-speed data is capped at 21Mbps、42Mbps or 700Mbps. Please refer to the Subscription Confirmation you agreed to when you applied for the service and "My Plan" in Birdie Mobile App.

2.3 When monthly local data usage reaches the fair usage level (i.e. high-speed data in the Monthly Plan), data service continues but the speed for data access (upload and download) thereafter will be capped. Please refer to the Subscription Confirmation you agreed to when you applied for the service and "My Plan" in Birdie Mobile App.

2.4 "Top-up Data": Customers can top up high-speed data. The fees shall be charged immediately upon top-up. The data speed of top-up data depends on the Monthly Plan currently used by the customer at the time of top-up. Please refer to the Company's Mobile App or Website for details.

2.5 "Monthly Top-up": Applicable to customers of designated Monthly Plans only. The data speed of monthly top-up data depends on the Monthly Plan currently used by the customer at the time of top-up. Upon the customer's subscription to "Monthly Top-up", the service will be renewed automatically every month and a "Monthly Top-up" fee will be charged. For cancellation, the customer shall cancel the service himself before the next billing date.

2.6 "Owl Time" data: Owl time refers to 0100-0600 every day. Any data usage within this period shall not be deducted from the high-speed data entitlement if the customer still has high-speed data entitlement left for the month, such as high-speed data included in the Monthly Plan, P2P data, monthly top-up data, top-up data or other data rewards. If the customer has used up his high-speed data for the month, data service continues but the speed for data access (upload and download) thereafter will be capped. Please refer to the Subscription Confirmation you agreed to when you applied for the service and "My Plan" in Birdie Mobile App.

2.7 Customers can transfer their mobile data entitlement to other customers of the Company after the first bill start date in adherence to specified requirements regarding unused data entitlement. The Company accepts no liability for disputes among customers in the process of data transfer. The Company reserves all rights to impose a handling fee on each transfer of data. The fee shall be charged as stated in the next bill statement. Transferred data for a receiver will expire by the billing date and cannot be carried forward to the next billing month.

2.8 The Customer must use the services with settings [including but not limited to the APN setting (only applicable to data services)] and devices specified by the Company. The Customer can check with the Company for the latest information on setting and devices. If the Customer does not follow this specification in the use of the Services, the Company has the right to forthwith suspend / terminate the services without notice. Also, the Company has the right to charge the Customer for use of the services at the Company's prevailing rate.

2.9 Local data usage excludes peer-to-peer applications(P2P), FTP file sharing and webcam applications.

2.10 A forementioned data is for local (Hong Kong) use only.

3. Roaming Voice and IDD Services:

3.1. To activate the Roaming voice and IDD services, the Customer must pay a deposit and set up credit card autopay for bill payment as security for the due performance and discharge by the Customer of its obligations and liabilities relating to the provision of the services. The amount of the deposit shall be determined by the Company at its sole discretion. The deposit shall be retained by the Company free of any interest to the Customer.

3.2. The tariffs for the Roaming voice and IDD services are subject to change according to the call type, charging unit, pricing schemes of overseas network operators, call duration, tax rates and exchange rate fluctuations. The Company reserves the right to vary the service plan and/or charges for the Services at any time as it thinks fit. For the latest service coverage areas and charges, please refer to the Birdie Mobile App for details.

3.3. The Company reserves the right at any time to adjust the Roaming Voice and IDD services that is necessary to ensure the quality of the services.

3.4. The services shall only be used by the Customer for private non-commercial use and are not for resale. If in the reasonable opinion of the Company, the Customer's use is excessive, the Company may ask the Customer to moderate the usage. If the Customer fails to do so, the Company reserves the right to charge the Customer for the excessive element of the usage. If the Customer fails to settle the amount in time, the Company reserves the right to suspend or terminate the services.

3.5. The Company shall impose a credit limit in respect of the Customer's use of the services and may vary the limit from time to time without notice to the Customer.

3.6. Without prejudice to any other rights or remedies which the Company may have against the Customer, the Company shall be entitled to apply and set off the deposit and/or advance payment against any sum due or owing by the Customer under this agreement or under any of the Customer's other account for the services or for any loss or damage suffered or sustained by the Company as a result of any nonperformance or non-observance by the Customer of any terms and conditions under this agreement or under any of the Customer's other account for the services.

3.7. If the service is terminated by the Customer or the Company for any reason, the deposit and/or advance payment shall be refunded to the Customer without interest after the termination of the services or the settlement of the last outstanding claim by the Company against the Customer; whichever shall occur later.

3.8. A monthly bill setting out the charges for the relevant month payable by the Customer shall be forwarded to the Customer. The Company reserves the right to vary the billing frequency at any time without prior notice or issue an interim bill for accrued charges, which will become immediately due and payable. The amounts shown on each bill shall be final and binding on the Customer. The Customer shall pay and settle in full each bill on or before the due date for payment as specified therein or otherwise forthwith upon demand by the Company. All monies paid by the Customer are non-refundable under whatever circumstances.

3.9. The Customer shall raise any dispute regarding any amount shown on any monthly bill within ten (10) days from the date of such monthly bill; failing which the Customer shall be deemed to have waived all his right against the Company.

3.10. The Company shall be entitled to charge interest at the rate of two percent (2%) per month on any overdue amount from the due date until the date on which payment in full is received by the Company. Such interest shall accrue from day to day.

3.11. The Customer shall be solely responsible for all charges incurred through the use of the services regardless whether the usage is authorised or without the Customer's authority, knowledge or consent.

3.12. If for whatever reason, the Customer changes to alternative payment methods other than autopay by credit card, the Company shall automatically disable the Roaming Voice and IDD services to the Customer without prior notice.

3.13. In addition and without prejudice to other provisions contained in this agreement, the Company shall be entitled to forthwith disconnect the Roaming Voice and IDD services or any part thereof upon occurrence of any one or more of the following events:

a. if any charges or other sums whatsoever payable by the Customer hereunder remain unpaid after becoming due; or

b. if the Customer commits a breach of any of the terms and conditions contained herein; or

c. if the Customer or any authorised users under the account of the Customer misuses the services; or

d. if the Customer is subject to the law of insolvency or makes any arrangement or composition with its creditor or has a Receiver appointed or enters into liquidation; or

e. if the Customer's SIM card is or becomes lost or stolen property; or

f. if the Customer copies, extracts, alters, tampers with or otherwise misappropriate any information written into, incorporated, stored or otherwise included in the service number or allows, permits or authorise any other persons to do so; or

g. if the Customer or any authorised users under the account of the Customer uses the services for any fraudulent or unlawful purposes or a hoax call to emergency services or is of a defamatory, offensive or abusive or immoral nature or menacing character or allows, permits or authorises any other person to do so; or

h. if the Customer fails to pay the deposit and payment specified in Clause 3.1; or

i. if the call charges for the use of the services exceed the credit limit specified by the Company from time to time; or

j. if the Customer furnishes information to the Company which it knows to be false or misleading; or

k. if it is necessary for the Company to comply with an order, instruction, determination or direction of a judicial body, government or regulatory authority; or

l. if the Customer or any authorised user under the account of the Customer uses abusive, threatening, harassing, vulgar or obscene language to other Customers or employees of the Company through the services, or allows, permits or authorises any other person to do so.

3.14. Termination hereunder shall be without prejudice to any rights and/or claims that the Company may have against the Customer prior to the date of termination of the services and shall not relieve the Customer from fulfilling its obligations including payment of all outstanding charges prior to the date of termination. Any amount accrued and unpaid shall be due and payable forthwith upon termination. In the case of termination by the Customer, the Customer shall continue to be liable for all charges payable hereunder.

3.15. If the Customer's SIM card is lost or stolen or if the service number is converted, tampered with or otherwise misappropriated, the Customer must immediately report lost SIM and suspend the services via the Birdie Mobile App.

3.16. Notwithstanding such action to report lost SIM card and suspend the mobile service via the Birdie Mobile App, the Customer shall continue to be liable for all call charge payable under this agreement attributable to the period during which the SIM card is lost or stolen, or the service number is converted, tampered with or otherwise misappropriated until such time when the services are disconnected. If the Customer recovers the lost or stolen SIM card, the Customer may reconnect the services via the Birdie Mobile App and enable “Roaming Voice & IDD Services”, subject to payment by the Customer of all sums due or owing to the Company.

4. Roaming Data Day Pass:

4.1. Unless stated otherwise, a Day Pass is deducted each day for each country or region. A day is defined as 00:00 to 23:59 local time of the visiting country (capital) or region.

4.2. Unless otherwise specified, Day Passes provide 4G network data usage. For details of the network coverage, please refer to the Company's Mobile App or Website. Day Passes are only deducted on the day when the customer uses the data service. Therefore, the customer does not have to use multiple Day Passes on consecutive dates.

4.3. Unless otherwise specified, one Day Pass is deducted for each region visited on the same day. Exception: no more than two Day Passes are deducted each day for European countries.

4.4. Unless otherwise specified, the data roaming service is subject to the Fair Usage Policy (FUP). When daily data roaming usage reaches a threshold in a destination, data speeds are capped at 128kbps. However, customers can continue to use data roaming. The "level of fair data usage" refers to the level of fair data usage specified when customers purchase roaming data Day Passes.

4.5. Day Passes support the data tethering function, but not peer-to-peer applications (P2P), FTP file sharing and webcam applications.

4.6. Day Passes work on mobile phones, tablets, iPads (except the WiFi model) and pocket WiFi devices (WiFi eggs). The actual service performance and data transmission speed may vary due to many factors, including, but not limited to, the network traffic, model of the handset/ device, settings (including device hardware and software), upload/download content and other external factors.

4.7. The Company recommends users to disable the software auto-update function, and use free WiFi for activities that require high data usage.

4.8. Day Passes data service can be used on networks of operators with which the Company has an agreement for mobile data services. The number and coverage of networks are subject to changes and updates. Please visit the Company's Mobile App or website for more information.

4.9. Day Passes must be used within the specified valid period or will otherwise expire.

4.10. Customers can add Day Passes. Please refer to the Company's Mobile App or Website for details.

4.11. Unless stated otherwise, the Day Pass' validity will be reset to 180 days or updated to the original expiry date (whichever is later) after a new Day Pass is added. All purchased Day Passes will become invalid and a refund will not be given after the mobile telephone services are cancelled.

4.12. The Customer must follow the guidelines specified by us on the use of Day Passes. If there are any problems arising from the use of Day Passes, we may arrange a replacement of the Day Passes depending on the circumstances. We reserve the right to make the final decision.

4.13. No refund of added Day Passes (including but not limited to Day Passes which have not been used before the expiry date) will be given under any circumstances. We reserve the right to make the final decision in case of disputes.

4.14. To ensure all customers receive fair and equitable services at all times, a Fair Usage Policy (FUP) may be in place in accordance with the business practices of the telecommunications service provider (the local in-country wireless network carrier or operator in the roaming region).

4.15. If an FUP is in place, the telecommunications service providers commonly apply a cap on the amount of wireless data when an individual customer has exceeded a certain amount of data within a specified time period. Data service continues without speed throttling or data capping, but access to network resources will be given lower priority and data service experience may be affected. It may limit the transfer of a specific amount of data over a period of time, which can result in a slowdown of the connection speed.

4.16. Upon excessive usage, the telecommunications service providers may, at any time, cease, suspend or alter the network quality. In this case, the Company shall not intervene. During peak periods

(concurrent use of network resources by a large number of users), customers' mobile data experience may be intermittently affected, which shall be alleviated once the usage returns to normal.

4.17. Telecommunications service providers reserve the right to change their service models and policies (including FUP) without notice.

4.18. No refund or discount will be given by the Company if the above circumstances occur. Termination of service may apply if a customer downloads continuously or if their usage impacts other users.

4.19. The use of the Company's products and services are only eligible and limited within the country or region specified. The Company does not guarantee its products and services can be used outside of the specified countries or regions. Any costs incurred from such use would be the sole responsibility of the customer. The use of the Company's services outside Hong Kong may be subject to laws and regulations of the country the customer is visiting. The customer is required to comply with those laws and regulations; the Company is not liable for the customer's non-compliance.

4.20. The Company's telecommunications service providers generally have good coverage within their respective countries or regions. However, this may vary according to each national provider's systems (including services and systems beyond the Company's control), especially in remote areas. The Company does not guarantee the continuity and stability of the services.

4.21. The availability and coverage of networks varies depending on the customer's location. The quality of the services depends in whole or in part on the customer's mobile phone and mobile device, the network and other factors. If too many people try to use the network at the same time, services may be adversely affected by physical features (such as buildings, mountains etc.) and by atmospheric conditions or other causes of interference.

4.22. The Company does not guarantee that connections will not be lost; that the transmission of data will occur at any particular speed or time; that all traffic can or will be transmitted by the network; or that there will be absolute protection of the network against unauthorized access or interception.

5. B Rewards:

5.1. The customer gets B Rewards membership automatically upon his subscription to the Company's monthly service plan, successful registration and pre-payment for the monthly fee.

5.2. B Rewards members are entitled to rewards, courtesy offers, discounts, including but not limited to the "Birdie-get-Birdie" referral program and "Birdie-help-Birdie" reward program.

5.3. In addition to these Terms and Conditions, B Rewards is also subject to the terms and conditions and privacy policy of B Rewards.

6. Birdie-get-Birdie:

6.1. To be eligible to participate in the promotion as referrer ("the Referrer"), the customer must be a customer of the Company's service and subscribing to designated Monthly Plans.

6.2. The Referrer must forward the referral code assigned by the Company to refer a person ("Referee"). The Referrer is only eligible to obtain the rewards for a Referrer after the Referee newly subscribes to the Company's mobile telephone service ("New Customer") with a monthly plan designated by the Company ("Designated Plan"). Each referral code can be used to refer the same mobile number once and each mobile number is eligible to receive the Birdie-Get-Birdie Referee Reward once only.

6.3. To be eligible to join Birdie-get-Birdie, the Referrer and the Referee must be aged 16 or above. Rewards will not be given to any person aged under 16.

6.4. The Referee is only eligible to obtain the rewards offered for a Referee after he/she successfully activates the services or transfer his/her mobile phone number to the Company and start using the services under the Designated Plan.

6.5. When a Referee is referred by more than one Referrer to become a New Customer of the Company, the Company will use the referral code to ascertain the identity and qualification of the Referrer for obtaining rewards.

6.6. Referral rewards will be given to the Referrer in two phases. The first referral rewards will be given within 7 working days after Referees successfully become a New Customer with the Designated Plan and make the second pre-payment of the monthly fee of the Designated Plan. The second referral reward will be given within 7 working days after Referees make the fourth pre-payment of the monthly fee of the Designated Plan. Referrers and Referees who claim rewards must concurrently use the services of the Company. Referrers should provide valid Hong Kong bank accounts to obtain rewards. The Company does not accept any change of bank account in the course of obtaining rewards. The Company reserves the right not to grant rewards if the Referee gives up claiming rewards or if the Referee fails to claim rewards because they have provided incorrect information.

6.7. An extra 2GB of monthly local data is given as a reward to the Referee for a total of two months. The reward is given after the Referee makes the second and fourth pre-payment of the monthly fee of the Designated Plan.

6.8. A maximum of 100 in total successful referrals per Referrer applies to each calculation period (calculated by aggregating the total number of successful referrals across all referral codes held by that Referrer, regardless of whether such referral was initiated prior to or after the effective date of these terms and conditions). A “Successful Referral” is deemed to occur only when the Referrer receives the first referral rewards. The “Calculation Period” is defined as each full calendar year running from 1 January to 31 December. The count of Successful Referrals resets to zero each year on 1 January of each subsequent year.

6.9. All Referee rewards are non-exchangeable. The Company can replace the rewards with other rewards without prior notice.

6.10. In order to protect customers’ privacy, Birdie will not disclose the personal data of any party to the referrers or the referees, including but not limited to name, phone number and email address.

6.11. Participation in the referral program is subject to there being no abuse/non-compliance by the Referrers or Referees, otherwise the Company will deduct the rewards without notice and/or take action to reclaim the redeemed rewards.

6.12. The Company may change the terms and conditions and/or modify/terminate the promotion without notice. The Company's decision is final.

6.13. While waiting to claim rewards or while in the process of claiming rewards, Referrers and Referees must continuously use the Company’s mobile telecommunication service and make their monthly payment. If the customer’s account is suspended or terminated by the customer or the Company for any reason, all rewards will be forfeited without any form of refund.

6.14. The Company has the right to ask customers who claim rewards to present documents for the purpose of verifying their identity. The Company reserves the right not to grant rewards when the identity of the person who claims rewards is different from that of the applicant (customer) for using the mobile service plan.

6.15. The customer is required to claim rewards within 3 months or else the rewards will be forfeited without prior notice.

7. General Terms and Conditions:

7.1 All services are subject to relevant terms and conditions.

7.2 Customers are required to submit proof of documents including but not limited to the copy of their Identity Card, proof of address and other forms of identity document at the request of the Company for collecting the proof of identity. The Company reserves the right not to provide the services and/or

offers until the Company has established the truth or correctness of the documents furnished by the customer.

7.3 The Company reserves the right to make the final decision relating to offers and any dispute thereof and may change the terms and conditions without prior notice. **Any revised version shall be effective as at the date of publication or such other date specified in the notice, as the case may be. Any redemption of rewards, or the continued use by the Customer of any of the Company's services after the posting of such changes or after the effective date indicates the Customer's unequivocal acceptance of such changes.**

7.4 Each service in the service plan is subject to the general terms and conditions of the Company and the terms and conditions of the service plan.

7.5 These terms and conditions have been translated into Chinese. If there is any inconsistency between the English version and the Chinese version, the English version shall prevail.