

Special Terms and Conditions of ESeeFax Service

1. The Subscriber shall be entitled to transmit a specified number of pages of facsimile, or such other pages as may from time to time designated by HKBNES, for free per month. Additional IDD charges shall be chargeable to the Subscriber according to IDD 0030 rate plan for overseas facsimiles. All IDD charges shall be calculated on a per 1-minute basis.
2. Subscriber shall pay the monthly fee in advance for the use of the Service of the respective month and settle any unpaid/additional service fees in the previous month.
3. The Subscriber agrees to pay, including all related IDD charges, and at all times be fully responsible for all facsimiles sent from the Subscriber's account ("Transmitted Fax"). Transmitted Fax means all facsimiles transmitted from the Subscriber's account, knowingly or unknowingly by the Subscriber, as recorded by HKBNES regardless of whether the recipient receives (in whole or in part) or reads such facsimiles.
4. Where the Service has been suspended (whether or not at the Subscriber's request) within Contract Period, the Subscriber shall continue to pay the service fees of the Service during the suspension period and, in the event the Service is reconnected, the Subscriber shall pay HKBNES the Reconnection charges as may from time to time imposed by HKBNES.
5. The suspension or termination of the Service shall not affect the rights of HKBNES and/or third party provider (including but not limited to HKBN) or the obligations of the Subscriber under any Service contract or any indemnity given by the Subscriber to HKBNES and/or third party provider (including but not limited to HKBN).
6. HKBNES may assign a PIN and/or Password to the Subscriber to access the Service.
7. All prepayment are non-transferable and non-refundable.
8. Subscriber shall be solely responsible for maintaining its email account, including the payment of the relevant charges, for the purpose of receiving the relevant notice/reports from HKBNES and/or third party provider (including but not limited to HKBN) in using the Service.
9. HKBNES and third party provider (including but not limited to HKBN) will not be responsible for any failure of transmission of facsimile resulting from delays, non-deliveries, mis-deliveries, or service interruptions. Nonetheless, the Subscriber shall be responsible for all relevant charges and expenses for such transmission. Subscriber acknowledges and agrees that HKBNES and third party provider (including but not limited to HKBN) disclaim any liability for (i) any damage to or loss of data, software and/or hardware pre-installed in the Subscriber's computer; (ii) any claim for any direct or indirect loss of revenue, profit or any consequential loss whether of economic nature or any such loss the Subscriber or any third party suffered as a result of any error disruption and/or computer virus introduced into the Subscriber's computer system and (iii) any claim for the disruption or suspension of the Subscriber's computer or any part thereof. HKBNES and/or third party provider (including but not limited to HKBN) exercise no control and shall not accept any liability or responsibility whatsoever over the content passing through the Service.
10. It will be the Subscriber's responsibilities prior to installation or reconfiguration of any software to back up any data stored in the Subscriber's computer and inform HKBNES if any reconfiguration or installation by HKBNES and/or third party provider (including but not limited to HKBN) is likely to invalidate any support arrangements and/or other functions of the computer and HKBNES and third party provider (including but not limited to HKBN) shall not in any event be liable for any loss or damages of Subscriber or any third party caused in the course of such installation and/or reconfiguration.
11. Subscriber shall be solely responsible for maintaining a valid Internet access service, including the payment of the relevant charges, in using the Service herein provided.
12. HKBNES and third party provider (including but not limited to HKBN) make no warranties of any kind including without limitation to fitness for purpose, quality standard or continuity, whether expressed or implied, for the Service it is providing and in particular disclaims any liability or responsibility for the accuracy or quality of information obtained through its Service. HKBNES and third party provider (including but not limited to HKBN) will not be responsible for any damage in relation to the Service including loss of data, voice or other information resulting from delays, non-deliveries, mis-deliveries, or service interruptions.
13. HKBNES and third party provider (including but not limited to HKBN) do not warrant or guarantee the Service to be continuous or uninterrupted throughout the term of the Service. Subscriber accepts that the provision of the Service is contingent upon the file types and the reliability of the Internet.
14. Subscriber is not allowed to use any type of process, device, codes or instructions that are designed to gain unauthorized access to the software.
15. HKBNES grants the right to Subscriber to use the Services. Subscriber may be either a corporation or business entity, but Subscriber agrees not to resell the use of the Services.
16. Subscriber agree to indemnify HKBNES and each of its licensors and its partners and third party provider (including but not limited to HKBN) from and against any and all liabilities, expenses and damages arising out of claims based upon use of desktop facsimile account, including any violation of this Agreement by Subscriber or any other person using the Subscriber's account, any claim of libel, defamation, violation of rights of privacy or publicity, any loss of service by other Subscribers, any infringement of intellectual property or other rights of any third parties, and any violation of any laws or regulations prohibiting transmission of unsolicited facsimiles.

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1. Subscriber is entitled to receive 100 pages of fax and register 1 email address per month. Any additional page of fax received by Customer shall be charged at HK\$0.1 per page.
2. The calculation of pages for the use of the Service shall be based on HKBNES's record. Each additional registered email address would be charged at HK\$10 per calendar month.

3. Where the Service has been suspended (whether or not at the Subscriber's request), the Subscriber shall continue to pay those charges in respect of that Service for the period during which the Service has been suspended and, in the event the Service is reconnected, in respect of all reconnection charges of HKBNES.
4. A Service confirmation letter (which will include the relevant Number and default password) will be sent to Customer's designated email address on the activation day of the Number.
5. Customer may terminate the Service by giving at least 7 days' prior written notice to HKBNES. The termination will be effective on the first day of the calendar month immediately following the expiry of the 7-day notice.
6. Non-Refundable 2-month prepayment equivalent to Grand Monthly Charge HK\$ x 2 = HK\$ by company cheque payable to "HKBN Enterprise Solutions Limited" is required upon acceptance of the above offer.
7. Each "E SEE FAX" ("Service") number can receive 100 free pages per month. Any additional page will be charged at HK\$0.1.
8. The calculation of pages for the use of the Service shall be based on HKBNES's record. Each additional registered email address would be charged at HK\$10 per calendar month.
9. If Subscriber terminates the Service within the Minimum Commitment Period, the Subscriber must pay the remaining monthly fee of the Minimum Commitment Period.
10. All rebate amount is used in the corresponding months only and cannot be carried forward. All the remaining rebate amount will be forfeited automatically.
11. 1-week prior written notice is required for any termination of the Service. HKBNES will terminate the Service for Subscriber at the end of month.
12. Service confirmation and defaulted password will be sent by email on the date of Service activation.
13. The Service is also subject to the General Terms and Conditions of HKBNES, which will be revised from time to time.
14. HKBNES and third party provider (including but not limited to HKBN) shall not be liable for compensation due to data loss in mail transmission and mailbox storage restrictions.