

Special Terms and Conditions of HKBN MobileOffice Plus

1. Unless otherwise stated, words and expressions used herein shall have the same meaning ascribed to them in the General Terms and Conditions of HKBNES.

2. Provision of Service

(i) HKBNES reserves all its rights and final discretion to suspend and/or terminate provision of the Service without prior notice and/or giving any reason therefore; and

(ii) HKBNES reserves all its rights and final discretion to determine the methods for the provision of the Service to Subscriber and HKBNES may change such methods from time to time as it shall deem appropriate without prior notice and/or giving any reason therefor.

(iii) HKBNES may immediately suspend and/or terminate provision of the Services without giving notice thereof to the Subscriber, if in the opinion of HKBNES, the Subscriber causes or is likely to cause or permits any third party to cause (either by act or omission) any failure, disruption, interruption or congestion of or in any telecommunications network or services (whether of HKBNES or any other third party.)

3. The Use of Service

(i) Subscriber shall be responsible for all Charges for the provision of the Service by HKBNES unless and until the Service is terminated in accordance with the terms herein.

(ii) Unless otherwise provided, Subscriber agrees to subscribe the Service for a minimum period of 24 months from the Service activation date ("Minimum Contract Period"). If the Service is terminated for whatever reasons during the Minimum Contract Period, Subscriber shall pay the monthly service fee for the remainder of the Minimum Contract Period.

(iii) Subject to sub-clause (ii), Subscriber may terminate the Service by giving at least thirty (30) days prior written notice to HKBNES. Termination will take effect on the day of the month immediately following the expiration of the 30 days notice period. No written confirmation will be given by HKBNES upon such termination.

4. Numbers

(i) HKBNES may assign PIN and/or Password to Subscriber for the use of the Service and/or any features. HKBNES may, at the option of Subscriber, assign a new telephone number ("New Number") to Subscriber.

(ii) HKBNES reserves the right to vary or cancel such New Number(s) or the telephone number ("Existing Number") that Subscriber opts for porting it to HKBNES at any time where such variation is required by law or for the discharge of any obligations under the provisions of the Telecommunications Ordinance (Cap. 106) or other applicable rules and regulations. HKBNES will inform the Subscriber of such variation or cancellation where it is reasonably practicable to do so.

(iii) Unless otherwise notified by Subscriber, Subscriber is deemed to have consented for HKBNES to include Subscriber's information including without limitation company name, corresponding address, nature of business and telephone number(s) in HKBNES's directory in order for HKBNES to provide directory enquiry services. Should Subscriber request HKBNES not to include any of its information in HKBNES's directory, Subscriber shall give prior written notice to HKBNES.

(iv) Subscriber shall be responsible for the security of any unpublished New Number or Existing Number. HKBNES will not be liable for any loss or damage sustained by Subscriber's arising out of the disclosure of such unpublished numbers.

(v) HKBNES and third party provider (including but not limited to HKBN) shall not be liable to the Subscriber or any other person for loss or damage (whether direct or indirect) resulting from delay or failure of HKBNES and/or third party provider (including but not limited to HKBN) to provide directory enquiry services or public emergency call service or in connection with number porting arrangements except to the extent required by law.

(vi) Subscriber shall not assign, transfer or otherwise dispose of the telephone number provided by HKBNES without the written consent of HKBNES.

5. Upon the termination of the Service, HKBNES shall have the right to assign the telephone number previously provided to Subscriber to any other customers (except where the telephone number is successfully ported to other fixed network operators before such termination).

6. Subscriber authorizes HKBNES and/or third party provider (including but not limited to HKBN) to process the application for porting the Existing Number to HKBNES and/or third party provider (including but not limited to HKBN). Subscriber acknowledges and agrees that HKBNES and third party provider (including but not limited to HKBN) excludes all liability to the Subscriber and any third party arising out of or in connection with the Service and/or number porting whether in contract, tort and/or otherwise and including direct and/or indirect loss incurred by the Subscriber or any third party.

7. The HKBN MobileOffice Plus application (the "App") is a VoIP mobile application which can be downloaded to smartphone supporting iOS (version 8.0 or above) and Android (version 4.0 or above) operating systems. The App only allows one access to one device at the same time.

8. Subscriber should provide a valid and updated Hong Kong contact address and email address for the registration of the Service. Subscriber undertakes to provide HKBNES with accurate and complete information relating to his/her contact address or office address, so that HKBNES can maintain the most up-to-date location information of the Subscriber in order to fulfill the requirements of all applicable laws, regulations and licence conditions.
9. Subscriber needs to use the Service through cellular network for voice calls and data network or Wi-Fi for initiating outgoing call, call log retrieval and call settings. Subscriber needs to use the Service through data network or Wi-Fi for VoIP call. HKBNES shall not be liable for any voice call and data charges incurred by Subscriber for using cellular and data networks in or outside Hong Kong.
10. The monthly service fee or any extra charges will be billed by HKBNES according to the subscription plan selected by the Subscriber. The monthly service fee is payable in advance while other extra charges such as IDD charges (if any) will be made payable as and when they are being incurred.
11. The monthly service fee does not cover the airtime of calls made through cellular network, calls which incur usage-based charges and the data charges incurred by Subscriber for using data network in or outside Hong Kong. Making outgoing calls to non-Hong Kong local numbers will incur IDD long distance call charges and airtime.
12. HKBNES and third party provider (including but not limited to HKBN) do not guarantee, and Subscriber acknowledges and agrees, that the call quality or service performance may be affected by the stability of cellular network, Wi-Fi connection or data network. Subscriber should check with his/her network operator for any connection problems or restrictions on call and VoIP functions, or any additional charges for using VoIP. HKBNES and third party provider (including but not limited to HKBN) will not be liable for the service failure due to the above situations.
13. Subscriber understands and agrees that the provision of the Service may be affected by uncertain factors such as Subscriber's mobile device settings, the restrictions of the relevant laws and regulations of Hong Kong or other overseas destinations, and other power failure which cannot be controlled by HKBNES or relevant third party provider (including but not limited to HKBN). If the Service is interrupted or temporarily suspended due to the aforesaid events or other events which are beyond control of HKBNES or relevant third party provider (including but not limited to HKBN), HKBNES and relevant third party provider (including but not limited to HKBN) will not be liable for any loss or damage whatsoever incurred by the Subscriber.
14. Subscriber should ensure that his/her login information will be kept properly and securely and shall not be disclosed to any third party under any circumstances. HKBNES and third party provider (including but not limited to HKBN) shall not be responsible for any loss due to the disclosure of such information.
15. An updated version of the App will be released from time to time to provide security updates fix bugs, add new features, or make changes to certain technical specifications. When the updated version has been made available at Apple App Store or Google Play store, Subscriber may upgrade their smart phone's operating system in order to download and use the updated version of the App. If Subscriber for whatever reasons have not downloaded for use any updated version of the App resulting in the use of the App and/or the quality of the Service being adversely affected, HKBNES and third party provider (including but not limited to HKBN) shall not be responsible for any claims, losses and expenses arising therefrom.
16. Subscriber shall not resell, transfer or sub-license the App or related application to any third party, or modify or distribute the App or relating application in connection with the Service for any purposes. Copyright, trademark and any other intellectual property of the App or related application relating to the Service are licensed to HKBNES by the relevant third party vendor and/or partly owned by HKBNES. In case of any termination of licence by the third party vendor, HKBNES reserves the rights to terminate the Service with the Subscriber. Subscriber agrees that he/she shall not claim against HKBNES for any loss caused by such termination of the Service.
17. HKBNES reserves the right to suspend or terminate the Service with the Subscriber if HKBNES or relevant third party provider (including but not limited to HKBN) receives report from any government agencies or regulators or HKBNES has grounds to suspect (which HKBNES has the sole discretion to determine) that the Subscriber may be engaged in illegal or unauthorized activities. Subscriber agrees that he/she shall not claim against HKBNES and third party provider (including but not limited to HKBN) for any loss caused by such termination of the Service.
18. These Service Terms and Conditions are available in both English and Chinese, and both language versions shall have the same legal effect.