

### **Special Terms and Conditions of Number Porting (Number Switch Over) Service**

1. Unless otherwise provided, words and expressions used herein shall have the same meaning ascribed to them in the General Terms and Conditions of HKBNES (please visit: [hkbnes.net/tnc/T&C\\_Eng.pdf](http://hkbnes.net/tnc/T&C_Eng.pdf)).
2. Subscriber requests the Donor Network Operator (“DNO”) and HKBN and/or third party provider to effect the porting of the existing telephone number (“Telephone Number”) to the network of HKBN or third party provider with effect from the relevant requested cut-over time (“Requested Cut-over Time”).
3. Subject to the successful porting of the Telephone Number to HKBN or third party provider, the voice / data / fax services in relation to the Telephone Number of the DNO will be terminated with effect from the Requested Cut-over Time. The continuation of any other services provided by the DNO, if any, shall be subject to the applicable terms and conditions for such services of the DNO.
4. Subscriber understands that the porting of the Telephone Number does not affect its obligations to the DNO incurred prior to the successful porting of the Telephone Number under the applicable service terms and conditions of the DNO.
5. Subscriber understands that during the period for the Telephone Number to be ported from the DNO to HKBN or third party provider, Subscriber will not be able to use the Telephone Number, including without limitation to dialing and receiving calls.
6. The Requested cut-over Time shall be subject to the DNO’s confirmation of the information given under the Service Form and the technical arrangements between the DNO and HKBN and all applicable rules and regulations including without limitation the Procedures for Handling Number Porting by Database Solution issued by the Communications Authority as updated from time to time.
7. HKBN is hereby expressly authorized to change the Requested Cut-over Time as HKBN may reasonably consider as appropriate.
8. Except for any liability which cannot be excluded by law, Subscriber agrees and confirms that the DNO and HKBN and third party provider will not be liable to it or any other party in contract, tort or otherwise for any loss or damage, whether directly or indirectly, suffered by Subscriber or any other party howsoever arising from or in relation to the application of the Service and the related number porting arrangements.
9. Subscriber agrees that any information disclosed in the Service Form may be transferred to all relevant parties who may need to access such information for the purpose of processing the application therein.
10. Subscriber confirms and declares that all information provided in the Service Form are accurate and correct and Subscriber shall be wholly liable for and shall fully indemnify each of HKBN and the DNO and third party provider against any costs, claims, demands, liabilities and expenses resulting from its breach of this clause.
11. If Subscriber requests to cancel or modify the porting application one business day before the Requested Cutover Time, Subscriber shall contact the DNO directly.