

UNIFIED CARRIER LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited

Name of Tariff:

Call Direct (“Service”)

Description of Tariff:

The Service, which is Internet Protocol (“IP”) routing technology based, connects third party’s phone system and HKBNES’ network to support voice and multimedia communication services, plus optional rental of IP phones.

Service Description	Service Charges (HK\$)
Monthly Rental (per user)	\$1,000 per Month
Monthly Rental for Caller Number Display (per user)	\$1,000 per Month
Monthly Rental for IP Phone (per phone)	\$1,000 per Month
Usage Charge	\$1 per call occupancy minute
Setup Charge	\$1,000 per user per installation address
Relocation	\$1,000 per user per installation address
Reconfiguration or Change of Service Feature (per Request)	\$2,000 per Request
Reactivation Service	\$1,000 per user

Note:

1. The provision of the Service is subject to HKBNES feasibility study, network coverage, resources availability and the equipment compatibility between customer and HKBNES network facilities.
2. The Minimum Contract Period of the Service is 12 months. Early Service termination before contract expiration date is subject to service cancellation charge, which is equal to the total contract sum less service charges paid.
3. HKBNES reserves the right to terminate the provision of the Service upon 30-day prior written notice.
4. The Service is subject to HKBNES’ prevailing General Conditions of services as published from time to time.

Effective Date:

23 May 2019

Revision History:

1st Publication on 23 May 2019

UNIFIED CARRIER LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited

Name of Tariff:

Enterprise SIP Trunk (“Service”)

Description of Tariff:

The Service, which is Internet Protocol (“IP”) routing technology based, inter-connects IP phone system and HKBNES’ network to support voice and multimedia communication services, plus optional rental of IP phones.

Service Description	Service Charges (HK\$)
Monthly Rental (per channel)	\$1,000 per Month
Monthly Rental for Caller Number Display (per trunk)	\$2,000 per Month
Monthly Rental for IP Phone (per phone)	\$2,000 per Month
Usage Charge	\$1 per call occupancy minute
Installation	\$50,000 per Trunk per installation address
Internal Relocation	\$20,000 per Trunk per installation address
External Relocation	\$30,000 per Trunk per installation address
Reconfiguration or Change of Signaling Protocol (per Request)	\$10,000 per Trunk
Reconfiguration or Change of Service Feature (per Request)	\$2,000 per Request
Reactivation Service (within the same installation address)	\$10,000 per Trunk
Permanent Call Forward (PCF)	\$100 per Month
Enhanced Permanent Call Forward (EPCF)	\$100 per Month
Monthly Rental for Business Continuity Plan (BCP)	\$1,000 per DDI per Month
Monthly Rental for Overflow Diversity	\$1,000 per Trunk per Month
Monthly Rental for Path Diversity	\$10,000 per Trunk per Month
Setup Charge for Business Continuity Plan (BCP)	\$5,000 per DDI
Setup Charge for Overflow Diversity	\$5,000 per Trunk
Setup Charge for Path Diversity	\$100,000 per Trunk
Service Charge of scheduling Call Divert of BCP	\$2,000 per Request
Service Charge of arranging Drill Test	\$2,000 per Request

Note:

- The provision of the Service is subject to HKBNES feasibility study, network coverage, resources availability and the equipment compatibility between customer and HKBN network facilities.
- The Minimum Contract Period of the Service is 12 months. Early Service termination before contract expiration date is subject to service cancellation charge, which is equal to the total contract sum less by service charges paid.
- HKBNES reserves the right to terminate the provision of the Service upon 30-day prior written notice.
- The Service is subject to HKBNES’ prevailing General Conditions of services and applicable Special Conditions as published from time to time.

Effective Date:

12 Mar 2018

Revision History:

U0022-002-JUN2017-R

UNIFIED CARRIER LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited

Name of Tariff:

Business Line (“the Service”)

Description of Tariff:

A business telephone exchange line providing basic telephone voice quality service, which allows subscribers to originate and receive calls for business purposes, plus optional paid features.

Service	Description	Service Charges (HK\$)
Business Line	DEL Line Hunting Line Fax Line Centrex DDI Line IDA-P Line	\$300 per line per month \$400 per line per month \$300 per line per month \$400 per line per month \$1,000 per line per month \$8,000 per line per month
Optional Features	Caller Number Display (CND) Block-the-Blocker Call Waiting Conference Call Call Forwarding Duplex Ringing Speed Dial Appointment Service Do Not Disturb Voice E-mail Voice Mail Remote Call Forward Permanent Call Forward (PCF) for IDA-P Line Business Continuity Plan (BCP) for IDA-P Line Overflow Diversity for IDA-P Line Path Diversity for IDA-P Line	\$30 per line per month \$30 per line per month \$30 per line per month \$30 per line per month \$30 per line per month \$30 per line per month \$30 per line per month \$30 per line per month \$30 per line per month \$50 per line per month \$80 per line per month \$50 per line per month \$100 per line per month \$1,000 per DDI per month \$1,000 per line per month \$10,000 per line per month
Other Service	New Installation Charge Additional Installation (New Number) Additional Installation (Same Number) Reconnection Fee Change of Telephone Number Internal Relocation External Relocation On-site Installation or equipment setup for IDA-P Line Internal Relocation for IDA-P Line External Relocation for IDA-P Line Reconfiguration or Change of Signaling Protocol for IDA-P Line (per Request) Reconfiguration or Change of Service Feature for IDA-P Line (per Request) Setup Charge for Business Continuity Plan (BCP)	\$10,000 per installation address \$2,000 per line \$2,000 per line \$2,000 per request \$2,000 per request \$10,000 per installation address \$20,000 per installation address \$50,000 per installation address \$20,000 per installation address \$30,000 per installation address \$10,000 per line \$2,000 per request \$5,000 per DDI

	Setup Charge for Overflow Diversity	\$5,000 per line
	Setup Charge for Path Diversity	\$100,000 per line
	Service Charge of scheduling Call Divert of BCP	\$2,000 per request
	Service Charge of arranging Drill Test	\$2,000 per request

Special Terms and Conditions for Business Line

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) The Service shall only be made available to corporate customers within HKBNES's Business Line network;
 - (ii) HKBNES reserves all its the rights and final discretion to suspend and/or terminate provision of the Service without prior notice and/or giving any reason therefore; and
 - (iii) HKBNES reserves all its the rights and final discretion to determine the methods and delivery route for the provision of the Service to Subscribers and HKBNES may change such methods and routes from time to time as it shall deem appropriate without prior notice and/or giving any reason therefor.
 - (iv) 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 12 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 or the set-up charge / installation charge as set out in the subscription form whichever the higher.
 - (iii) Subscriber may terminate the Service by giving at least thirty (30) days prior written notice to HKBNES. No written confirmation will be given by HKBNES upon such termination.
4. All features to be provided under the Service can only be activated or deactivated by using a touch-tone telephone operated with dual tone multi-frequency (DTMF) dialing function.
5. 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") or provide a temporary telephone number to Subscriber if Subscriber opts for porting its existing telephone number ("Existing Number") to HKBNES, the service of which will be terminated automatically after the Existing Number has been successfully ported to HKBNES.

- (ii) HKBNES reserves the right to vary or cancel such New Number(s) or Existing Number 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 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 Subscribers 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 shall not be liable to the Subscriber or any other person for loss or damage (whether direct or indirect) resulting from HKBNES's delay or failure 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.
6. Subscriber understands that the Service may be temporarily suspended in case of power failure and HKBNES shall in any such case resume the provision of the Service as quickly as practicable. Calls may temporarily not be able to be connected to "Customer Input Terminal" of Hong Kong Jockey Club through the Service.
7. Subscriber shall comply with directions given by HKBNES from time to time in relation to modifications required to any apparatus at the installation address or such other action as necessary to eliminate any interference, impediment or impairment to the Service or the Network.
8. The Subscriber shall not, nor permit any other person to alter, remove, add to, or otherwise interfere with the Equipment or any identifying marks or numbers on the Equipment.
9. The Subscriber shall:
 - (i) provide suitable physical and operating environment for the Equipment;
 - (ii) provide adequate security to protect the Equipment from theft, damage or misuse and to provide reasonable care in the use of the Equipment;
 - (iii) use the Equipment solely for the purposes provided;
 - (iv) obtain any consents or approval required for the installation and connection of the Equipment (where applicable);
 - (v) notify HKBNES as soon as reasonably practicable of any damage, fault, theft or loss of the Equipment.
10. 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).
11. The maintenance fee of HK\$300 or any other amount as HKBNES shall stipulate from time to time will be charged for all on-site maintenance service, unless any

failure/problem is due to the default of the system or equipment/accessories of HKBNES.

12. Subscriber authorizes HKBNES to process the application for porting the Existing Number to HKBNES. Subscriber acknowledges and agrees that HKBNES 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.
13. In the event that the Existing Number cannot be ported to HKBNES within 60 days upon successful installation of the Service due to the incomplete, wrong or false information provided by Subscriber or due to any ground beyond the reasonable control of HKBNES, HKBNES shall have the right to charge the Subscriber set-up charge as set out in the subscription form and/or Service Fee from the date of successful installation of the Service as HKBNES shall deem appropriate.
14. HKBNES reserves the right to the final decision on any dispute regarding the terms and conditions herein stated.
15. The Service shall be subject to the General Terms and Conditions of HKBNES, Special Terms and Conditions for Business Line Service and Special Terms and Conditions of Number Porting (Number Switch Over) Service and Subscriber agrees to abide by all the terms and conditions stated therein as may be in force from time to time.

Effective Date of Tariff:

12 Mar 2018

Revision History:

Last revision: U0022-010-SEP2016-N

UNIFIED CARRIER LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited

Name of Tariff:

(Previously named as “General Terms and Conditions of Service”)
General Terms and Conditions (Enterprise Solutions)

Description of Tariff:

General Terms and Conditions (Enterprise Solutions) are revised with effect from 1 December 2017.
Full text is attached.

Effective Date of Tariff:

1 December 2017

Revision History:

Last revision: U0022-027-SEP2016-R

GENERAL TERMS AND CONDITIONS (ENTERPRISE SOLUTIONS)

THIS GENERAL TERMS AND CONDITIONS (ENTERPRISE SOLUTIONS) (formerly known as General Terms and Conditions) (“GTC”) SETS FORTH THE STANDARD TERMS APPLICABLE TO ALL SERVICES PROVIDED BY HKBN.

1. **UNLESS OTHERWISE EXPRESSLY STATED, THE FOLLOWING DEFINED TERMS SHALL HAVE THE FOLLOWING MEANINGS:**

- 1.1. **“Affiliate Company”** means any entity which directly or indirectly controls or is controlled by or is under the common control with a party; where control means control of at least 35% of the voting power of securities or interests in such entity.
- 1.2. **“Agreement”** means this GTC, any special terms and conditions for the corresponding Services, and Service Form(s).
- 1.3. **“Applicable Law”** means the laws of the Hong Kong Special Administrative Region.
- 1.4. **“Cancellation Charges”** mean the charges which is a genuine estimate of the loss likely to be suffered by HKBN for the early termination of Services by Customer before the expiry of Contract Period, including without limitation, total amount of the monthly fees payable for the remaining Contract Period to HKBN, any costs incurred by HKBN and any actual costs incurred by the third-party provider for the provision of Services, if applicable.
- 1.5. **“Charges”** means any charges payable by Customer to HKBN in respect of the Services, including without limitation, those charges specified in the Service Form, any additional charges set out in the Agreement, as amended by HKBN from time to time.
- 1.6. **“Commencement Date”** means the date being the earlier of:
 - a) The date notified by HKBN to Customer as the date that the Services ordered is being provided to Customer after successful testing by HKBN; or
 - b) The date when Customer begins using the Services.
- 1.7. **“Confidential Information”** means all information disclosed, whether in writing or orally, directly or indirectly, by HKBN whether before or after the Commencement Date including, without limitation, information relating to the HKBN Equipment, the HKBN Software, the HKBN Network and/or the Services or HKBN’s operations, pricing, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities and business affairs, which is not generally available to the public.
- 1.8. **“Contract Period”** means the duration for the Services as specified in the Agreement.
- 1.9. **“Customer”** means any person including any individual, corporation or unincorporated body who apply for or use any of the Services of HKBN or to whom HKBN has agreed to provide Services.
- 1.10. **“HKBN”** means the relevant Service provider for Customer’s chosen Services as set out in the Agreement, Service Form, registration form, service installation form and/or application form, being either (i) Hong Kong Broadband Network Limited, or (ii) HKBN Enterprise Solutions Limited.
- 1.11. **“HKBN Equipment”** means any equipment, excluding software, supplied by or at the direction of HKBN to provide the Services to Customer, as specified in the Agreement.
- 1.12. **“HKBN Network”** means the network and systems owned or operated by HKBN which are used by HKBN to perform the Services.
- 1.13. **“HKBN Resources”** means any network resources owned by HKBN and are allocated to the Customer for the use of the Services. Examples are IP addresses, email addresses, internet domain, telephone numbers/ranges, etc.
- 1.14. **“HKBN Software”** means any software supplied by HKBN, including software created by third parties, to enable receipt of the Services by Customer, whether or not embedded in HKBN Equipment.
- 1.15. **“Intellectual Property Rights”** means any intellectual property rights whether registrable or not, including, without limitation, patents, trademarks, service marks, trade names, logos, get up, inventions, designs, copyrights, confidential information, trade secret and related rights and know-how in them or licences to use any of them which may now or in future subsist anywhere in the world.
- 1.16. **“Service”** means the service to be provided by HKBN to Customer, as specified in detail in the Agreement.
- 1.17. **“Service Address”** means any location from which the Services are used by Customer from time to time.
- 1.18. **“Service Form”** means any registration form signed by any Customer for the subscription of Services or modification to Services, any service form issued by the Customer to HKBN for the delivery of Services or modification to Services, any quotation or agreement signed by the Customer and returned to HKBN.
- 1.19. **“Service Levels”** means, in respect of the Services, the performance, availability, capacity, response times and other levels or standards for such Services, if any, as explicitly specified in the Agreement.
- 1.20. **“Service Plan”** means the subscription details of the Services as described in the corresponding Agreement.

In this GTC, unless the context otherwise requires:

- a) a word signifying the singular shall include the plural and vice versa;
- b) a word signifying a person shall include a company and vice versa;
- c) a term shall include the other terms signifying the same meaning; and
- d) an agreement on the part of two or more persons binds them jointly and severally.

2. PROVISION OF THE SERVICES

- 2.1. HKBN shall provide the Services in accordance with the Agreement and shall use reasonable endeavor to perform the Services in accordance with the Service Levels of the relevant Services.
- 2.2. HKBN may implement the Services with HKBN Network together with other items supplied by HKBN or other third parties which can be network connections from third party, HKBN Equipment, HKBN Software, with certain technologies ("HKBN Technology").
- 2.3. HKBN does not covenant, represent or warrant to Customer, express or implied, that its provision of the Services shall be fault-free or continuous or that Services will be available from applicable requested service start dates ("RFS Dates"). If Customer changes or terminates the Services before the RFS Dates, Customer shall be liable for the Cancellation Charges. Customer shall not dispute such amounts and shall treat HKBN's records as final.
- 2.4. The Services provided by HKBN shall be subject to other factors such as, whether Customer satisfies HKBN's credit requirements, the Services being available at the Service Address, and any other factors that may affect, in HKBN's sole opinion, the provision of the Services or any other business considerations of HKBN.
- 2.5. Customer acknowledges and agrees that HKBN has the sole discretion to determine or vary, without notice to Customer and/or giving any reason therefor, the means of providing the Services to Customer, including using different implementation method, technology, and route of delivery of the Services to Customer, as long as the agreed Service Levels is maintained.
- 2.6. HKBN shall, if required, provide the Services together with the provision of HKBN Resources which include but are not limited to email addresses, internet domain names, IP addresses, numbering resources, etc. Customer acknowledges and agrees that such HKBN Resources are licensed to Customer in connection with the Services only. Unless expressly specified and agreed, Customer shall not acquire any title or right whatsoever in such resources, and Customer shall return the HKBN Resources upon the expiry or termination of the Agreement.
- 2.7. Customer shall be responsible for obtaining, providing and paying for its own equipment, software or any other access devices that are not provided by HKBN and may be necessary for the use of the Services (collectively "**Customer Equipment**"). Customer shall ensure at all times that the Customer Equipment be approved for connection to the Services by the relevant government department or other competent authority and Customer shall at all times comply with the conditions of such approval.
- 2.8. Customer acknowledges and agrees that the provision of Services and HKBN Equipment as applicable, does not involve any title transfer or transfer of Intellectual Property Rights to Customer. Customer acknowledges that HKBN (and applicable licensors of HKBN as HKBN may determine) shall retain ownership of all right, title and interest to the HKBN Software, the Services, the HKBN Equipment, and the Intellectual Property Rights therein and thereto, and HKBN may freely make, but is not obligated to make, any modifications, enhancements, withdrawals and/or improvements without the need to share the same with Customer.
- 2.9. Customer acknowledges that Customer's licence to use the software or technology developed by third parties may be subject to additional terms and conditions imposed by the licensor of that software or technology and Customer agrees to abide by such additional terms and conditions relating to such software or technology.
- 2.10. Customer also agrees to abide by and agrees to the terms and conditions of any third party provider where any Services shall be provided by or through these third party providers.
- 2.11. Customer acknowledges and understands that, in the event that it requests and authorizes HKBN to perform any configuration changes on any Customer Equipment, HKBN shall not in any event be liable for any loss or damage for any subsequent equipment failure, data loss, or service outage (if any). Moreover, HKBN shall reserve the right not to accept such request.

3. CUSTOMER DEPOSIT

- 3.1. HKBN shall be entitled to a deposit from Customer as security for the due performance and observance of the Agreement by Customer, in order to start the implementation of the Services, or continue the provision of the Services.
- 3.2. A deposit will be refunded to the Customer without interest when:
 - a) the Service is terminated pursuant to **Clause 6**; or
 - b) all of Customer's liabilities to HKBN in respect of the Services are discharged, whichever is the later.
- 3.3. HKBN shall be entitled to apply, and require Customer to replenish the deposit or any part thereof to satisfy any amount due by Customer to HKBN.

3.4. HKBN shall not pay to Customer and Customer is not entitled to any interest on the deposit.

4. SERVICES AND ADMINISTRATION CHARGES

- 4.1. Customer shall pay the Charges to HKBN in accordance with the payment terms specified in the **Clause 5.2** and the Agreement, on or before the due date.
- 4.2. While HKBN shall act in good faith to confirm the Commencement Date of the Services, HKBN reserves the right to determine the Commencement Date. Customer acknowledges and agrees that HKBN may start charging Customer for the Services usage from the Commencement Date.
- 4.3. In the event that the tariffs imposed by the regulatory body requires HKBN to change the terms of its Services, HKBN shall be entitled to change the tariffs and terms as required and to notify the Customer within a reasonable notice period.
- 4.4. Unless otherwise stated, the Charges shall be exclusive of any duties, levies, fees or taxes applicable to the provision of the Services by HKBN and/or the receipt of the Services by Customer.
- 4.5. In addition to the Charges, HKBN reserves the right to charge Customer the following:
 - a) any additional third party charges due to Customer accessing third party telecommunications services (including, without limitation, any universal service charges imposed or confirmed by the Office of the Communications Authority or other competent government authority). HKBN may require Customer to pay to HKBN for such additional third party charges; and
 - b) any costs incurred as a result of the failure or delay of Customer which has caused HKBN delay in the implementation of Services. Such costs shall include but are not limited to any cost incurred by HKBN or any third party, any materials cost, and the internal HKBN labor or material costs.
- 4.6. Customer shall be liable for Charges during the period of suspension for maintenance unless otherwise specified by HKBN, and the Charges for the provision of the Services by HKBN notwithstanding Customer may not be able to use the Services for any reason whatsoever which is not due to the fault of HKBN including without limitation incompatibility, incompetence or failure of Customer Equipment or failure of Customer's computer to meet the basic reconfiguration requirements.
- 4.7. Unless otherwise stated, any unused usage as specified in the relevant Service Plan will not be carried forward to the following month.

5. INVOICING, PAYMENT AND DISPUTE

- 5.1. HKBN may with or without the assistance of billing agent issue monthly invoices with a list of all Charges incurred by Customer in relation to Customer's use of the Services during the period specified in each invoice to Customer. Customer acknowledges and agrees that not all of the Services used during the period covered by an invoice may be included in that invoice and that HKBN may include the Charges for such usage in any subsequent invoice.
- 5.2. With respect to the Charges specified in the invoice under the Agreement, Customer agree to the following:
 - a) pre-determined non-recurring charges are payable by Customer in full upon signing of the Agreement, and other charges are payable by Customer in full on or before the specified due date or within thirty (30) days after the date of the invoice, whichever is earlier; and
 - b) all payments by Customer shall be made in the currency indicated, and paid by direct debit or other manner as specified in the Agreement and/or invoices.
- 5.3. In the event that Customer disputes any portion of an invoice, Customer must first pay the entire amount and submit a written claim for the disputed amount specifying the date, the invoice number, the amount in dispute, the reason for the dispute and relevant supporting documentation within fifteen (15) days after the date of the invoice. In the event of any dispute between Customer and HKBN relating to any charges invoiced by HKBN, the books and records of HKBN shall be conclusive evidence of those charges payable by Customer.
- 5.4. Late payment shall incur interest on the full outstanding amount of the applicable invoice at the rate of 1.5% per month from the due date until it is fully paid. HKBN reserves the right to charge Customer an administrative charge and any applicable costs and expenses (including but not limited to legal costs) for recovery of late payment.
- 5.5. HKBN may impose a credit limit for the account of Customer as determined by HKBN from time to time at its sole discretion. When the outstanding Charges payable by Customer has exceeded such credit limit, HKBN shall be entitled to suspend or terminate the Agreement and/or the provision of the Services to Customer.
- 5.6. HKBN may employ any person, including but not limited to any debt collecting agency or institutions, to collect on its behalf any outstanding sum owed by Customer to HKBN, in which case HKBN shall not be liable for any act, omission, negligence or default of any such person. Customer shall be liable to reimburse HKBN for all expenses incurred by HKBN in employing such person. Customer hereby agrees that HKBN may collect, store and disclose details of and information relating to Customer (including any transactions and dealings between the Customer and HKBN) to any person appointed by it in accordance with this Clause and Customer agrees that any such person or entity may utilise such information in the course of any business carried on by such person

or entity. Customer shall indemnify HKBN for all cost and expenses incurred by HKBN in employing such person.

6. TERM, SUSPENSION AND TERMINATION

- 6.1. All applications for the Services shall be subject to review and acceptance by HKBN. Unless otherwise specified, an Agreement takes effect on the date accepted by HKBN and shall continue to take effect until terminated in accordance with the provisions of this GTC.
- 6.2. Customer is required to pay for the Services for at least the Contract Period specified in the Agreement and such longer time as Customer actually uses the Services.
- 6.3. Notwithstanding any other provisions in this GTC, if prior to the expiration of its Contract Period, the Service is terminated at any time by Customer for whatsoever reason or due to Customer's breach of the Agreement, Customer must pay:
 - a) all unpaid Charges and other charges incurred up to and including the date of termination; and
 - b) any applicable Cancellation Charges.
- 6.4. The Agreement shall be automatically renewed beyond its Contract Period on a month-to-month basis at standard monthly fee unless either party sends a notice of non-renewal to the other party not less than thirty (30) days prior to expiration of the Contract Period. During the renewed period, either party may terminate the renewed Services at the end (not mid-term) of any renewed term by serving not less than thirty (30) days' prior written notice to the other party.
- 6.5. HKBN may suspend, restrict, terminate or withdraw all or any part of the Services, one or more Services, or terminate the Agreement forthwith at any time without any compensation if:
 - a) Customer has breached any provision of the Agreement;
 - b) Customer has failed to make a payment in accordance with **Clause 5**;
 - c) the provision of the Services would in the opinion of HKBN cause HKBN or its Affiliate Company to be in breach of any Applicable Law;
 - d) in the reasonable opinion of HKBN, Customer has used the Services in an illegal or dishonest manner, or is suspected to have infringed any intellectual property rights, or violated any duty or obligation in contract, tort or otherwise, to any third party arising out of or in connection with the use of the Service;
 - e) the Services are no longer provided by HKBN;
 - f) HKBN is prohibited from supplying or is unable to supply the Services under the Applicable Law and any applicable law in other territories;
 - g) in the case of Customer becoming insolvent, subject to a winding up proceeding, has a receiver or liquidator appointed, is dissolved or in the process of dissolution, makes any arrangement for the benefit of creditors, or initiates or becomes subject to any other form of insolvency proceeding;
 - h) Customer does not fulfill its obligations under **Clause 2.7** or if in the opinion of HKBN such Customer Equipment has or is likely to cause the death of, or personal injury to, any person engaged in the running of HKBN's network or damage to the property of HKBN or impair the quality of any of the Services or any other service provided by means of HKBN's network or otherwise;
 - i) in the reasonable opinion of HKBN, there is any misuse of the Service by Customer or any other user authorised by Customer; or
 - j) HKBN is obliged to comply with an order, instruction or request of the Office of the Communications Authority or other competent government authority.
- 6.6. If HKBN has terminated or withdrawn supply of the Services under **Clause 6.5**:
 - a) All Charges that have not been settled shall become immediately payable;
 - b) HKBN reserves the right to refuse to reconnect the Services or other similar Services;
 - c) if HKBN subsequently agrees to reactivate or reconnect the Services, Customer may be required to pay a reactivation/re-connection fee in advance; and
 - d) HKBN shall not be liable to any compensation to Customer.
- 6.7. If HKBN suspends the Services for any reason under **Clause 6.5**, Customer shall continue to be liable for the payment of the outstanding Charges. If HKBN subsequently agrees to reactivate or reconnect the Services, Customer may be required to pay a reactivation/re-connection fee in advance and HKBN shall not be liable to any compensation to Customer.
- 6.8. In case of termination of one or more Services at any time for whatever reason:
 - a) All outstanding Charges become due to HKBN and Customer shall pay all Charges for use of the Services up to and including on the date of termination, the applicable Cancellation Charges and all other applicable outstanding charges to HKBN;
 - b) Customer shall cease to use all HKBN Equipment, HKBN Software and the Services provided by HKBN in relation to the Services and shall return such HKBN Equipment and HKBN Software to HKBN undamaged and in good working condition at Customer's own cost and expenses;
 - c) Customer shall authorize and facilitate HKBN to access Service Address at reasonable times for the purpose of removing the HKBN Equipment and the HKBN Software and/or terminating the Services. HKBN reserves the right to charge Customer for on-site collection service; and

- d) any right and/or licence granted by HKBN to Customer and its Affiliate Company to use Intellectual Property Rights in the HKBN Equipment, the Services and the HKBN Software shall immediately cease.
- 6.9. If Customer fails to return the HKBN Equipment and HKBN Software within the specified period or the HKBN Equipment is lost or damaged, Customer shall indemnify HKBN for all loss or damage to the HKBN Equipment on a full indemnity basis (including the costs incurred by HKBN for the recovery of the HKBN Equipment).
- 6.10. Any termination shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implications intended to come into or continue in force on or after such termination.

7. MODIFICATION AND MAINTENANCE OF THE SERVICES

- 7.1. HKBN reserves the right to modify, replace or discontinue the Services, the HKBN Equipment, the HKBN Software, the HKBN Network designed for the Services, provided that such modification, replacement or discontinuation does not unnecessarily materially adversely affect the overall level of performance of the Services.
- 7.2. HKBN may arrange scheduled or unscheduled suspension of the Services provided in order for HKBN to:
- carry out planned maintenance, repair or upgrading of any HKBN Software, any HKBN Equipment or any other equipment or facility forming part of the HKBN Network and HKBN has given Customer as much prior notice as is reasonably practicable in the circumstances; or
 - protect the integrity of the HKBN Network, the HKBN Software and/or the HKBN Equipment, or to carry out unplanned maintenance, repair or upgrading of any HKBN Software, any HKBN Equipment or any other equipment or facility forming part of the HKBN Network.
- 7.3. Customer agrees to provide reasonable assistance in connection with scheduled and unscheduled inspection and maintenance works that may be carried out by or at the direction of HKBN. HKBN shall give reasonable prior notice to Customer regarding scheduled inspection and maintenance works.
- 7.4. Customer shall be liable for the applicable Charges for the scheduled or unscheduled inspection or maintenance works periods.

8. CUSTOMER'S OBLIGATIONS

- 8.1. Customer shall:
- comply with the instructions and requirements of HKBN and its authorized agents with regard to the use of the Services, HKBN Equipment, the HKBN Software or the HKBN Network;
 - notify HKBN of any fault in the Services, HKBN Equipment or the HKBN Software or deterioration in the quality of the Services, HKBN Equipment or the HKBN Software;
 - use the Services, the HKBN Equipment and the HKBN Software in accordance with the Agreement and Applicable Law;
 - not use, or allow any other person to use, the Services, HKBN Equipment, the HKBN Software or HKBN Network:
 - for any improper purpose or unacceptable use in the opinion of HKBN including but are not limited to sending abnormal high volume of traffic, transmission of malicious information or programs such as virus or worms, etc.; or
 - in any manner which is unauthorized, fraudulent or illegal; or
 - in a manner which may constitute an infringement by Customer or HKBN of the rights of any other person; or
 - in any manner that would cause HKBN to be in breach of any applicable laws or regulations; or
 - to circulate, publish, transmit, distribute any unsolicited advertising or promotional information or any content (1) that is seditious, obscene, defamatory, indecent, threatening, offensive, liable to incite racial hatred, discriminatory, menacing or in breach of confidence or any applicable law and regulation; or (2) which infringes the privacy of an individual; or (3) may cause HKBN to breach any applicable law or regulation. HKBN shall have the right to amend, block or delete any content which is transmitted or otherwise made available by Customer where any such content has, in HKBN's sole opinion, violated such conditions;
 - not interfere with, or impede the operation of the Services, HKBN Equipment, the HKBN Software, the HKBN Network or any third party service or network, or do or not do anything which is likely to have such an effect;
 - provide a safe access and allow HKBN staffs or its authorized agents to access Service Address in order to conduct inspection or maintenance work upon reasonable prior notice of HKBN, provided that HKBN or its authorized agents complies with all reasonable security and confidentiality requirements notified by Customer from time to time;
 - immediately notify HKBN of any change of address or any other particulars provided to HKBN which may affect the provision of the Services to or the collection of charges from Customer;

- h) not disclose to any person any personal identification number or password or login ID issued by HKBN to Customer or any other access method authorized by HKBN in writing from time to time;
 - i) not resell, lease or transfer the Services to any third party without prior written consent of HKBN;
 - j) give HKBN reasonable notice before a change in its majority control or ownership if Customer is a corporate entity;
 - k) fully comply with the Acceptable Use Policy – Enterprise Solutions (“AUP”) (which is attached hereinafter) all times as presented and updated from time to time on HKBN’s official website; and
 - l) upon termination of the Services, return to HKBN or allow HKBN staff or its authorized agents to access the Service Address in order collect the relevant HKBN Equipment and/or HKBN Software.
- 8.2. Prior to the installation or reconfiguration of any HKBN Equipment and/or HKBN Software that may be required for the provision of Services, Customer shall backup any data or configuration in any equipment provided by Customer for the Services and inform HKBN beforehand if any installation or reconfiguration by HKBN is likely to invalidate any support arrangements and/or other functions of such equipment. HKBN shall not in any event be liable for any data loss, degradation (including but not limited to degradation of performance to any Customer Equipment), or damages of Customer or any third party caused in the course of such installation and/or reconfiguration.

9. HKBN EQUIPMENT

- 9.1. HKBN will decide whether HKBN shall provide Customer with the HKBN Equipment. If HKBN Equipment is provided, Customer shall agree to the following principles and arrangements:
- a) Title to the HKBN Equipment shall always remain with HKBN but risks are transferred to Customer upon provisioning of the same to Customer until HKBN has regained possession, or until HKBN shall transfer the title to Customer if required and in accordance with the corresponding terms & conditions in the Agreement;
 - b) Customer shall ensure that, it has all consents, approvals and insurance coverage necessary or desirable to HKBN for HKBN Equipment under Customer’s custody (including without limitation, those for the installation and operation of the HKBN Equipment at Customer’s premises);
 - c) Customer shall provide a safe and suitable physical environment at the Service Address for the storage and operation of the HKBN Equipment, including without limitation, supplying an adequate power supply and cooling facility, appropriate environmental conditions and any necessary equipment for the operation of the HKBN Equipment, using and operating the HKBN Equipment in a proper manner and in accordance with HKBN’s instruction and user guide to be given or updated from time to time, and be liable to HKBN for any loss or damages to the HKBN Equipment;
 - d) Customer shall prevent (i) the HKBN Equipment from being altered, removed, tampered with, interfered with or serviced or damaged by others, (ii) any identifying marks or numbers on the HKBN Equipment from being modified or altered, and shall not part with possession of the HKBN Equipment, except to or at the direction of HKBN and shall comply with all reasonable directions of HKBN relating to HKBN’s rights of ownership in the HKBN Equipment;
 - e) Customer shall notify HKBN as soon as reasonably practicable of any damage, fault, theft or loss of the HKBN Equipment;
 - f) Customer shall not assign, transfer, convey or otherwise dispose of the relevant HKBN Equipment and/or HKBN Software without the prior written consent of HKBN;
 - g) Customer shall perform by themselves, or allow and support HKBN staff or its authorized agents to perform system upgrade for the HKBN Equipment or HKBN Software, upon reasonable prior notice of HKBN; and
 - h) Customer shall use the HKBN Equipment solely for the purposes provided in the Agreement.
- 9.2. HKBN may change, modify, remove or service the HKBN Equipment in its sole discretion.
- 9.3. Customer shall allow HKBN or its authorized agents access to the HKBN Equipment as and when reasonably required by HKBN, provided that HKBN or its authorized agents complies with the reasonable security and confidentiality requirements notified by Customer in writing.
- 9.4. Customer shall provide safe access to the Service Address and safe conditions for HKBN’s employees, agents and contractors while they are at the Service Address.
- 9.5. Customer shall be liable for any installation and/or rental fee that are mutually agreed and applicable to the HKBN Equipment provided to Service Address for the provision of the Services.
- 9.6. Upon the expiry of the Agreement or termination of Services, Customer shall stop using the HKBN Equipment, and must observe HKBN’s requests for the removal or return of the HKBN Equipment. Customer shall return the HKBN Equipment to HKBN within the period specified by HKBN in good condition (fair wear and tear excepted). HKBN reserves the right to charge Customer for the on-site service at the premise(s) for collecting the HKBN Equipment.
- 9.7. HKBN shall upon the reasonable request of Customer effect all necessary repairs or reconfiguration or relocation of HKBN Equipment or on-site support to the relevant HKBN Equipment. It is expressly agreed by HKBN and Customer that HKBN shall not be subject to any liability or responsibility by reason of any delay in effecting such repair or reconfiguration or HKBN Equipment

relocation or on-site maintenance. Customer shall be responsible for the relevant costs as shall be notified by HKBN unless any failure or problem is due to the default of HKBN.

10. HKBN SOFTWARE

10.1. Where HKBN provides HKBN Software to Customer (whether it is from third party or developed by HKBN, in conjunction with the provision of the Services or otherwise), such HKBN Software are provided on an as-is basis without any warranty, and HKBN grants Customer a non-exclusive, non-transferable, non-sub-licensable and revocable licence to use the HKBN Software for the purposes of receiving the Services prior to the expiration or sooner termination of the relevant Services, whichever is earlier.

10.2. Customer shall not:

- a) market, exploit or make the HKBN Software available to a third party or permit a third party to use the HKBN Software;
- b) modify, decompile, make derivatives, decrypt, reverse engineer or disassemble the program code or any other part of the HKBN Software or otherwise reduce the HKBN Software to human-readable form to gain access to trade secrets or confidential information inside;
- c) make unauthorized copies of the HKBN Software;
- d) delete, remove or in any way obscure any proprietary notices on the HKBN Software or any copies thereof;
- e) use the HKBN Software in unauthorized equipment; or
- f) export or import the HKBN Software or otherwise breach applicable export control laws.

11. USE OF PERSONAL DATA AND INFORMATION

11.1. Any information supplied by Customer to HKBN in relation to the Agreement will be subject to HKBN's Personal Data & Privacy Policy Statement (http://www.hkbnes.net/tnc/PPS_Eng.pdf) which is in compliance with the Personal Data (Privacy) Ordinance, CAP 486 of the laws of Hong Kong Special Administrative Region ("Hong Kong") as amended from time to time ("PDPO"). Upon signing the Agreement, Customer hereby consents to HKBN's use of any data supplied by Customer, amongst other purpose as stated in the said Personal Data & Privacy Policy Statement, for the purpose of processing the Agreement, provision of the Services and other services to be included from time to time, credit verification, administration, collection, and operation of the Services. For details, please refer to HKBN's Personal Data & Privacy Policy Statement.

11.2. Customer agrees that HKBN may use or disclose the personal information furnished by the Customer and any information and/or document relating to the Agreement to any appointed nominee, third party service provider or agent of HKBN for the purpose of (a) provisioning the Services to the Customer, (b) credit reference checks, (c) market research, (d) publication in telephone directory, (e) debt collection, (f) prevention or detection of crime, (g) disclosure as required by law or a government authority or (h) provisioning of emergency services and that HKBN shall be entitled to send or otherwise deliver to the Customer certain information in relation to any business products or services of the HKBN or any of its associated company. HKBN shall not be liable for any act, omission, negligence or default of such nominee, third party service provider or agent.

12. CONFIDENTIALITY

12.1. Unless expressly permitted under this **Clause 12**, Customer shall not, either during or after the expiry of the Contract Period, disclose, duplicate or permit the duplication or disclosure of any Confidential Information emanating from or belonging to HKBN or its Affiliate Company, or use the same in any way other than to perform its obligations unless such duplication, use or disclosure is specifically authorized in writing by HKBN.

12.2. The provisions of this **Clause 12** shall not apply to the disclosure of information by Customer to any person to whom Customer is compelled by law to make disclosure.

12.3. Customer:

- a) agrees to limit the disclosure of HKBN's Confidential Information within its own organization to its officers, employees, agents and contractors to whom disclosure is necessary for the performance and/or use of the Service;
- b) shall ensure that such officers, employees, agents and contractors are made aware of the confidential nature of the Confidential Information of HKBN and are bound by the same or substantially similar obligations of confidentiality under written agreements as those set out in this **Clause 12** and shall enforce such obligations; and
- c) shall be responsible for any unauthorized disclosures or use of HKBN's Confidential Information made by any of its officers, employees, agents or contractors and shall take all reasonable precautions to prevent such disclosure.

13. WARRANTIES, INDEMNITIES, LIMITATION OF LIABILITY

13.1. Customer represents and warrants to HKBN on a full indemnity basis that it has the power and authority necessary to enter into the Agreement and to fully perform its obligations under the Agreement and shall abide by the terms and conditions herewith.

- 13.2. Customer shall submit true and complete information to HKBN and must notify HKBN promptly in writing of any changes to its details as provided to HKBN and whatsoever information requested by HKBN.
- 13.3. Except as expressly provided for herein, HKBN disclaims any and all representations and warranties, express or implied, with regard to the Services, the HKBN Software and the HKBN Equipment including, without limitation, warranties of merchantability, accuracy, fitness for a particular purpose, requirements, quality or that the Services will be uninterrupted or error free.
- 13.4. HKBN and third party providers which are involved in the provision of the Service shall in no circumstances be liable to Customer or any person claiming through Customer for any loss of profit, loss of expected benefit, loss of goodwill, or other indirect, special, punitive or consequential loss, property damage, damage or injury, arising from the supply of the Services, the HKBN Software or the HKBN Equipment or any failure by HKBN to perform any obligation or observe any term of the Agreement, whether or not HKBN has been advised of the possibility of such loss, damage or injury, regardless of the form of action, whether in contract, warranty, under statute, or tort, including, without limitation, negligence of any kind.
- 13.5. The entire liability of HKBN, its Affiliate Companies and third party providers which are involved in the provision of the Service and Customer's exclusive remedies against HKBN, its Affiliate Companies and/or any third party providers which are involved in the provision of the Service (if any) for any damages arising from or incidental to any act or omission relating to the Services provided and/or the Agreement, regardless of the form of action, whether in contract, under statute, in tort or otherwise, including negligence, will be limited, for each event or series of connected events, as follows:
- a) in the case of the HKBN Equipment or the HKBN Software, at HKBN's option, to:
 - (i). the replacement of the concerned HKBN Equipment, the HKBN Software or the supply of any substitutions with the equivalent performance; or
 - (ii). the repair of such concerned HKBN Equipment and HKBN Software;
 - b) in the case of Services to the supply of the Services again.
- 13.6. Customer shall indemnify and keep HKBN, HKBN's Affiliate Companies and their respective officers, employees, agents and contractors indemnified from and against any and all losses and/or claims for injury or damage to any person or property whatsoever including all demands, proceedings, damages, liabilities, costs, charges and expenses (including but not limited to legal costs awarded on a full indemnity basis) incurred by HKBN arising out of or in connection with:
- a) any act or omission, whether or not negligent, of Customer and/or its Affiliate Companies or any of their officers, employees, agents or contractors or any breach of the Agreement; and
 - b) any claim for any loss, liability, injury or damage to any third party or property howsoever arising or liability of HKBN under any relevant law in relation to the supply of the Services including, without limitation, any claim in relation to any content transmitted using the Services, any claim for infringement of any Intellectual Property Rights or any claim arising out of or relating to the use of the Services to carry material of obscene, indecent or defamatory nature.
- 13.7. Nothing in the Agreement shall operate to exclude or restrict either Party's liability for death or personal injury caused by its negligence or fraud.

14. NOTICES

- 14.1. Any invoice or written notice from HKBN to Customer will be sent to the address or facsimile number shown on the Agreement or such other address or facsimile number as Customer may subsequently notify HKBN in writing and such invoice or notice shall be deemed served/received by Customer within 48 hours of posting or immediately upon faxing if the transmission report indicates that the fax transmission was successful.
- 14.2. For ordering, modification, change, move, renewal, upgrade, downgrade of the Services, order cancellation or service termination, Customer shall complete and sign the applicable forms as prescribed by HKBN from time to time which shall be submitted to HKBN via its account manager.
- 14.3. HKBN may also issue general notices to Customer and other Customers by uploading it on HKBN's official website, and such notice shall be effective upon uploading.
- 14.4. Notices from HKBN relating to invoices, service completion, payments, service suspension notice and service termination notice may be sent by email.

15. SUBCONTRACTING

- 15.1. Customer cannot assign or novate, or otherwise dispose of its rights, interests, burdens, liabilities or obligations under the Agreement whether in whole or in part without the prior written consent of HKBN.
- 15.2. HKBN may assign or novate, sub-contract, or otherwise dispose of its rights, interests, burdens, liabilities or obligations under the Agreement whether in whole or in part to its Affiliate Company or third party with the prior written notice to Customer.
- 15.3. None of the provisions in this Agreement is intended to be for the benefit of any third party, the Agreement is not enforceable by any third party, and does not confer upon any third party any remedy, claim or rights.
- 15.4. Customer acknowledges and agrees that the obligations of HKBN under the Agreement

may be performed by other companies nominated or engaged by HKBN. HKBN shall further have the rights to sub-contract any of its obligation to any third party.

16. WAIVER

- 16.1. Any waiver of a breach of any of the terms of the Agreement or of any default hereunder shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Agreement.
- 16.2. No failure to exercise and no delay on the part of any party in exercising any right, remedy, power or privilege of that party under the Agreement and no course of dealing between the parties shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

17. SEVERABILITY OF PROVISIONS

- 17.1. If any provision of the Agreement is held to be illegal, invalid or unenforceable in whole or in part in any jurisdiction, the Agreement shall, as to such jurisdiction, continue to be valid as to its other provisions and the legality, validity and enforceability of such provision in any other jurisdiction shall be unaffected.

18. NO PARTNERSHIP OR AGENCY

- 18.1. Nothing in the Agreement shall constitute a partnership between the parties hereto or constitute either of them as agent of the other for any purpose whatsoever.
- 18.2. No party shall have authority or power to bind the others or to contract in the name of or create liability against the others in any way or for any purpose save as expressly authorized in writing by that other party from time to time.

19. FORCE MAJEURE

- 19.1. Neither Customer nor HKBN may be held responsible for any delay or failure in performance of any part of the Services if and to the extent that it is caused by acts of god or nature (including wild animals), industrial actions, action or inaction of suppliers, war or war-like conditions, mob violence, earthquake, natural disasters, acts or failures to act of any governmental authority, unforeseen technical failure and utility failures, or any other events or circumstances beyond the reasonable control of the applicable party (“**Force Majeure**”).
- 19.2. **Clause 19.1** shall have no effect on Customer’s payment obligations under the Agreement.
- 19.3. HKBN will give Customer notice, and Customer must give HKBN reasonable notice of any events of Force Majeure and their anticipated effect upon performance under the Agreement. If any event of Force Majeure lasts for more than three (3) month, either party may terminate the affected Service upon twenty-four (24) hours’ prior written notice to the other party. Neither party will incur any liability nor other penalties in the event a Service is terminated under this **Clause 19**, except Customer will be required to pay any outstanding charges in respect of the Service.
- 19.4. In the event that the Services or an obligation cannot be duly performed or delivered by any party hereto due to Force Majeure under **Clause 19.1**, then such non-performance or failure to fulfill its obligations shall be deemed not to be a breach of the Agreement by such party.

20. PUBLICITY AND ADVERTISING

- 20.1. Neither party may publish or use any advertising, sales promotions, press releases or other publicity which use the other party’s name, logo, trademarks or service marks without the prior written approval of the other party.
- 20.2. Customer acknowledges and agrees that HKBN will send promotional material and/or information about related services provided by HKBN or any third party to Customer by post or email from time to time. Customer shall notify HKBN in writing if it does not want to receive any such material or information and HKBN will not charge any fee for this request.

21. GOVERNING LAW AND JURISDICTION

- 21.1. The Agreement shall be governed by, construed and take effect in accordance with the laws of the Hong Kong Special Administrative Region.
- 21.2. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.

22. CHANGES TO THIS GTC

- 22.1. HKBN may unilaterally change the terms of this Agreement from time to time without prior notice to Customer. Such revision and/or addition shall become effective when displayed on the website of the Company, Customer shall be deemed to have accepted the changes if it continues to use the Service.

23. PRECEDENCE OF TERMS AND CONDITIONS

- 23.1. If there is any inconsistency amongst this GTC, the relevant special terms and conditions for Services, and the relevant terms and conditions in the Service Form, the following will be the order of priority: the terms and conditions in the Service Form (highest); the relevant special terms and conditions for Services; this GTC. Any terms and conditions specific to the Agreement are applied to the Agreement only and shall not be interpreted as having permanently changed any relevant terms in the special terms and conditions for Services or this GTC.
- 23.2. The Agreement represents the entire agreement between the parties hereto and shall supersede all prior representations, promises and proposals, whether oral or written.
- 23.3. In the event of any discrepancy between the English and Chinese version of this Agreement, the English version shall prevail. In case of dispute, HKBN reserves the right of final decision on the interpretation of this GTC.

24. GENERAL

- 24.1. Termination or expiry of this Agreement does not affect any rights or obligations of the parties which by their nature survive termination, or expiry, including without limitation, **Clauses 12 and 13**.

Acceptable Use Policy – Enterprise Solutions

1. GENERAL

- 1.1. This Acceptable Use Policy (“Policy”) outlines those categories of activities of Customer that are not allowed by HKBN, for the HKBN Equipment, HKBN Software, HKBN Resources, other products and Services. This Policy is in addition to any restrictions that Customer may be already subject to by the Agreement executed between Customer and HKBN. HKBN may modify this Policy at any time which shall become effective when it is being posted to: <http://www.hkbn.net/new/pdf/U0045-003-FEB2016-N.pdf>.
- 1.2. Unless otherwise stated, capitalized terms have the meaning stated in the applicable agreement between Customer and HKBN.

2. ACTIVITIES NOT ALLOWED

- 2.1. Customer agrees not to, and not to allow third parties (including its end users, if applicable) to use the Services:
 - a) to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisements or other solicitations (“spam”);
 - b) to violate, or encourage the violation of, the legal rights of others (for example, this may include allowing end users to infringe or misappropriate the intellectual property rights of any third party);
 - c) to engage in, promote or encourage illegal activity;
 - d) for any unauthorized, unlawful, invasive, infringing, harassing, defamatory or fraudulent purpose, including but not limited to:
 - (i). any unauthorized network monitoring or sniffing in which the data is not intended for the Customer,
 - (ii). phishing,
 - (iii). sending emails with falsified or obscured information (e.g. encoded or “obfuscated URLs”)
 - (iv). creating a pyramid scheme,
 - (v). mirroring a website,
 - (vi). circumvent or attempt to circumvent Customer authentication or security of any host, network, or account (“cracking”),
 - (vii). transmit, receive or store any copyright-infringing, use of intellectual property right without proper authorization or obscene material;
 - e) to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, denial of service attacks, or other items of a destructive or deceptive nature;
 - f) to interfere with the use of the Services, or the equipment used to provide the Services, by customers, authorized resellers, or other authorized users; or
 - g) to disable, interfere with or circumvent any aspect of the Services.
- 2.2. HKBN may, without giving advance notice, filter and remove any suspected spam or virus-infected emails or materials. However, HKBN shall not be responsible or liable if such materials have not been filtered or removed.
- 2.3. If Customer originates a Denial of Service (“DOS”) attack, HKBN shall have the right to blackhole the relevant IP address originating the attack immediately without any notice and without any liability to Customer.
- 2.4. If Customer is victim of DOS or DDOS toward identified IP address, HKBN shall have the right to filter or blackhole the relevant IP address immediately without any notice and without any liability to Customer in order to reduce impact on Customer.

3. FAIR USAGE

- 3.1. Certain resources in HKBN, such as international internet upstream bandwidth, is shared by all HKBN's customers. In order to ensure HKBN's customers can enjoy the best possible experience, a fair usage policy is applied as follows:
 - a) Customer is ensured with fair access to the shared resources all time;
 - b) HKBN shall apply measures to ensure that its network performance is not adversely effected by extreme usage.
 - 3.2. HKBN may monitor usage of Customer on the corresponding resources. If in HKBN's reasonable opinion, the use of those resource of Customer is excessive or unreasonable (e.g. Customer has been continuously utilizing high bandwidth of international internet upstream), HKBN is entitled to manage access of the resource in a reasonable manner (for example, apply rate limiting or adjust the priority of Customer to the resources).
- 4. CONSEQUENCE OF HKBN ACTIONS**
- 4.1. If HKBN has exercised its right of taking any actions as mentioned above, Customer shall still be liable to pay for the corresponding Charges.
 - 4.2. After taking any actions as mentioned above, HKBN shall also have the rights to require Customer to implement improvement plans. If the violation of this policy continues, Customer shall be deemed to be in breach of the material or important provision(s) of the applicable terms and conditions between Customer and HKBN. HKBN shall then be entitled to terminate the Agreement forthwith and Customer shall be liable to pay HKBN all Charges for use of the Services up to and including the date of termination, any early termination charges arising therefrom and details of such early termination charges that may be applied and all other applicable outstanding charges to HKBN.
- 5. DIFFERENCE**
- 5.1. If this English version of Policy does not conform to Chinese version, the English version shall prevail. In case of dispute, HKBN reserves the right of final decision on the interpretation of this Policy.

UNIFIED CARRIER LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)

Name of Tariff:

Enterprise SIP Trunk ("Service")

Description of Tariff:

The Service, which is Internet Protocol ("IP") routing technology based, inter-connects IP phone system and HKBNES' network to support voice and multimedia communication services, plus optional rental of IP phones.

Service Description	Service Charges (HK\$)
Monthly Rental (per channel)	\$1,000 per Month
Monthly Rental for Caller Number Display (per trunk)	\$2,000 per Month
Monthly Rental for IP Phone (per phone)	\$2,000 per Month
Usage Charge	\$1 per call occupancy minute
Installation	\$50,000 per Trunk per installation address
Internal Relocation	\$20,000 per Trunk per installation address
External Relocation	\$30,000 per Trunk per installation address
Reconfiguration or Change of Signaling Protocol (per Request)	\$10,000 per Trunk
Reconfiguration or Change of Service Feature (per Request)	\$1,000 per Request
Reactivation Service (within the same installation address)	\$10,000 per Trunk
Permanent Call Forward (PCF)	\$100 per Month
Enhanced Permanent Call Forward (EPCF)	\$100 per Month

Note:

1. The provision of the Service is subject to HKBNES feasibility study, network coverage, resources availability and the equipment compatibility between customer and HKBN network facilities.
2. The Minimum Contract Period of the Service is 12 months. Early Service termination before contract expiration date is subject to service cancellation charge, which is equal to the total contract sum less by service charges paid.
3. HKBNES reserves the right to terminate the provision of the Service upon 30-day prior written notice.
4. The Service is subject to HKBNES' prevailing General Conditions of services and applicable Special Conditions as published from time to time.

UNIFIED CARRIER LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited

Name of Tariff:

Infinite Voice (the 'Service')

Description of Tariff:

The Service provides the following basic features:

Dedicated phone number, extension dialling, call forwarding, 3-way conference, caller display, call waiting, call transfer, do not disturb, call log, corporate directory, call pickup, speed dial, voicemail and voice portal for Infinite Voice subscribers.

Basic User Plans

- Standard
- Executive
- Operator
- Conference
- Mobile

(per user charge):

HK\$500 per month
HK\$700 per month
HK\$1,800 per month
HK\$2,000 per month
HK\$300 per month

Value-added Service Charges:

- N-way conference HK\$100 per month
- Hunting group HK\$100 per month per number
- Directed call pickup HK\$100 per month
- VIP ringtone HK\$100 per month
- Sequential ring HK\$100 per month
- Simultaneous ring HK\$100 per month
- Multiline HK\$200 per month per line
- Business continuity plan HK\$100 per month
- MobileOffice HK\$300 per month
- Auto attendant HK\$1,000 per month per number
- Web-based receptionist HK\$500 per month
- POE switch HK\$1,000 per month per switch
- Group paging HK\$100 per month
- Call recording HK\$1,500 per month
- Meet me Conference HK\$1,000 per month
- MobileOffice Plus HK\$158 per month

Other Related Service Charges

(per user charge, one-off):

- Installation fee HK\$1,000
- External relocation HK\$1,000
- Internal relocation HK\$500
- Fast track order service HK\$2,000
- Number change service HK\$300 per number
- Change of service setting HK\$50 per entry
- Change of service where onsite is required HK\$500 per man-hour

Special Terms and Conditions of HKBNES Infinite Voice:

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) The Service shall only be made available to corporate customers within Business Line network of HKBNES and/or third party provider (including but not limited to HKBN);

- (ii) 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
 - (iii) HKBNES reserves all its rights and final discretion to determine the methods and delivery route for the provision of the Service to Subscribers and HKBNES may change such methods and routes from time to time as it shall deem appropriate without prior notice and/or giving any reason therefor.
 - (iv) 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 and conditions herein.
 - (ii) Unless otherwise provided, Subscriber agrees to subscribe the Service for a minimum period of 12 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 or the set-up charge / installation charge as set out in the registration form whichever the higher.
 - (iii) Subject to sub-clause (ii), Subscriber may terminate the Service by giving at least thirty (30) days prior written notice to HKBNES. No written confirmation will be given by HKBNES upon such termination.
4. All features to be provided under the Service can only be activated or deactivated by using a touch-tone telephone operated with dual tone multi-frequency (DTMF) dialing function.
5. 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”) or provide a temporary telephone number to Subscriber if Subscriber opts for porting its existing telephone number (“Existing Number”) to HKBNES or third party provider (including but not limited to HKBN), the service of which will be terminated automatically after the Existing Number has been successfully ported to HKBNES or third party provider (including but not limited to HKBN).
 - (ii) HKBNES reserves the right to vary or cancel such New Number(s) or Existing Number 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 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 Subscribers 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.
6. Subscriber understands that the Service may be temporarily suspended in case of power failure and HKBNES shall in any such case resume the provision of the Service as quickly as practicable. Calls may temporarily not be able to be connected to “Customer Input Terminal” of Hong Kong Jockey Club through the Service.

7. Subscriber shall comply with directions given by HKBNES from time to time in relation to modifications required to any apparatus at the installation address or such other action as necessary to eliminate any interference, impediment or impairment to the Service or the Network.
8. The Subscriber shall not, nor permit any other person to alter, remove, add to, or otherwise interfere with the equipment provided by HKBNES and/or third party provider (including but not limited to HKBN) (“the Equipment”) or any identifying marks or numbers on the Equipment.
9. The Subscriber shall:
 - (i) provide suitable physical and operating environment for the Equipment;
 - (ii) provide adequate security to protect the Equipment from theft, damage or misuse and to provide reasonable care in the use of the Equipment;
 - (iii) use the Equipment solely for the purposes provided;
 - (iv) obtain any consents or approval required for the installation and connection of the Equipment (where applicable);
 - (v) notify HKBNES as soon as reasonably practicable of any damage, fault, theft or loss of the Equipment.
10. Upon the termination of the Service, HKBNES shall have the right to y 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).
11. The maintenance fee of HK\$300 or any other amount as HKBNES shall stipulate from time to time will be charged for all on-site maintenance service, unless any failure/problem is due to the default of the system or Equipment/accessories of HKBNES.
12. Subscriber authorizes HKBNES and third party provider (including but not limited to HKBN) to process the application for porting the Existing Number to HKBNES 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) exclude 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.
13. In the event that the Existing Number cannot be ported to HKBNES or third party provider (including but not limited to HKBN) within 60 days upon successful installation of the Service due to the incomplete, wrong or false information provided by Customer or due to any ground beyond the reasonable control of HKBNES and/or third party provider (including but not limited to HKBN), HKBNES shall have the right to charge the Customer Service Fee from the date of successful installation of the Service.
14. The HKBNES 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.
15. 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.
16. 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.
17. 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.
18. 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.

19. 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.
20. 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, loses and expenses arising therefrom.
21. 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.
22. 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.
23. These Service Terms and Conditions are available in both English and Chinese, and both language versions shall have the same legal effect.

Remark:

This Service is subject to HKBNES's prevailing General Terms and Conditions of Service and applicable special Terms and Conditions as may be amended from time to time.

Effective Date of Tariff:

Immediate

Revision History:

Last revision: U0022-003-SEP2016-N

UNIFIED CARRIER LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited (HKBNES) hereby publishes the following tariff pursuant to its Unified Carrier Licence with immediate effect.

Name of Tariff:

Business Broadband (“the Services”)

Description of Tariff:

It allows the Subscriber using Fast Ethernet/Gigabit Ethernet to access broadband network services provided by HKBNES.

Service Plan – Note 1

Service Plan	Downstream/Upstream Transmission	Monthly Service Fee (HK\$) for 12-month Minimum Service Period	No. of IP Address
Asymmetric Bandwidth Always-on Plan			
1.5M/640K	1.5Mbps / 640Kbps	\$1,923	N/A
6M/640K	6Mbps / 640Kbps	\$2,249	
Symmetric Bandwidth Always-on Plan			
2M	2Mbps / 2Mbps	\$4,425	N/A
4M	4Mbps / 4Mbps	\$6,300	
6M	6Mbps / 6Mbps	\$9,600	
8M	8Mbps / 8Mbps	\$12,000	
10M	10Mbps / 10Mbps	\$13,500	
20M	20Mbps / 20Mbps	\$22,500	
50M	50Mbps / 50Mbps	\$29,250	
100M	100Mbps / 100Mbps	\$36,563	
200M	200Mbps / 200Mbps	\$45,703	
300M	300Mbps / 300Mbps	\$57,129	
500M	500Mbps / 500Mbps	\$71,411	
1000M	1000Mbps / 1000Mbps	\$89,264	
Single User Plan (Dynamic IP Address Plan)			
10M	10Mbps / 10Mbps	\$900	1 (Dynamic)

25M	25Mbps / 25Mbps	\$1,200	
50M	50Mbps / 50Mbps	\$1,600	
100M	100Mbps / 100Mbps	\$2,000	
500M	500Mbps / 500Mbps	\$2,800	
1000M	1000Mbps / 1000Mbps	\$4,000	
Single User Plan (Fixed IP Address Plan)			
10M	10Mbps / 10Mbps	\$1,800	1 (Fixed)
25M	25Mbps / 25Mbps	\$2,400	
50M	50Mbps / 50Mbps	\$3,100	
100M	100Mbps / 100Mbps	\$4,000	
500M	500Mbps / 500Mbps	\$5,600	
1000M	1000Mbps / 1000Mbps	\$7,800	
Multi User Plan			
10M	10Mbps / 10Mbps	\$8,000	8 (Fixed)
25M	25Mbps / 25Mbps	\$11,000	
50M	50Mbps / 50Mbps	\$14,000	
100M	100Mbps / 100Mbps	\$18,000	
500M	500Mbps / 500Mbps	\$25,000	
1000M	1000Mbps / 1000Mbps	\$35,000	
Dedicated Internet Access (Share Pool) Plan			
10M	10Mbps / 10Mbps	\$8,000	8 (Fixed)
25M	25Mbps / 25Mbps	\$11,000	
50M	50Mbps / 50Mbps	\$15,000	
100M	100Mbps / 100Mbps	\$21,000	
1000M	1000Mbps / 1000Mbps	\$29,000	
Dedicated Internet Access (Dedicated) Plan			
10M	10Mbps / 10Mbps	\$13,000	8 (Fixed)
25M	25Mbps / 25Mbps	\$18,000	
50M	50Mbps / 50Mbps	\$25,000	
100M	100Mbps / 100Mbps	\$35,000	
1000M	1000Mbps / 1000Mbps	\$49,000	
Dedicated Internet Access (16 Fixed IP) Plan			
1M	1Mbps / 1Mbps	\$4,875	16 (Fixed)
2M	2Mbps / 2Mbps	\$9,750	
3M	3Mbps / 3Mbps	\$12,975	

4M	4Mbps / 4Mbps	\$16,200	
5M	5Mbps / 5Mbps	\$19,425	
6M	6Mbps / 6Mbps	\$22,650	
7M	7Mbps / 7Mbps	\$25,875	
8M	8Mbps / 8Mbps	\$29,100	
9M	9Mbps / 9Mbps	\$32,325	
10M	10Mbps / 10Mbps	\$35,550	
15M	15Mbps / 15Mbps	\$42,000	
20M	20Mbps / 20Mbps	\$52,500	
25M	25Mbps / 25Mbps	\$63,000	
30M	30Mbps / 30Mbps	\$73,500	
40M	40Mbps / 40Mbps	\$97,200	
50M	50Mbps / 50Mbps	\$119,250	
60M	60Mbps / 60Mbps	\$140,700	
70M	70Mbps / 70Mbps	\$162,000	
80M	80Mbps / 80Mbps	\$183,750	
90M	90Mbps / 90Mbps	\$205,200	
100M	100Mbps / 100Mbps	\$226,800	
200M	200Mbps / 200Mbps	\$250,000	
300M	300Mbps / 300Mbps	\$350,000	
500M	500Mbps / 500Mbps	\$450,000	
600M	600Mbps / 600Mbps	\$650,000	
800M	800Mbps / 800Mbps	\$800,000	
1000M	1000Mbps / 1000Mbps	\$950,000	
Premium Dedicated Internet Access Plan			
10Mbps	10Mbps / 10Mbps	\$18,000	8 (Fixed)
25Mbps	25Mbps / 25Mbps	\$25,000	
50Mbps	50Mbps / 50Mbps	\$35,000	
100Mbps	100Mbps / 100Mbps	\$50,000	
1000Mbps	1000Mbps / 1000Mbps	\$70,000	
10Gbps	10000Mbps / 10000Mbps	\$100,000	

Dedicated International Bandwidth

Service Plan	Downstream/Upstream Transmission	Monthly Service Fee (HK\$) for 12-month
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		Minimum Service Period
International Bandwidth	Additional 1Mbps / 1Mbps	\$1,500
China Bandwidth	Additional 1Mbps / 1Mbps	\$2,000
Asia Pacific Bandwidth	Additional 1Mbps / 1Mbps	\$2,000
Europe Bandwidth	Additional 1Mbps / 1Mbps	\$1,500
United States Bandwidth	Additional 1Mbps / 1Mbps	\$1,500

Installation & Reconfiguration Charges – Note 2

User Plan	1Mbps – 100Mbps (per location) (HK\$)	200Mbps – 800Mbps (per location) (HK\$)	1000Mbps (per location) (HK\$)	10Gbps (per location) (HK\$)
Asymmetric Bandwidth Always-on Plan	\$4,000	N/A	N/A	N/A
Symmetric Bandwidth Always-on Plan	\$7,000	\$10,000	\$15,000	N/A
Single User Plan (Dynamic IP Address Plan)	\$7,000	\$10,000	\$15,000	N/A
Single User Plan (Fixed IP Address Plan)	\$7,000	\$10,000	\$15,000	N/A
Multi User Plan	\$8,000	\$10,000	\$16,000	N/A
Dedicated Internet Access (Share Pool) Plan	\$8,000	N/A	\$16,000	N/A
Dedicated Internet Access (Dedicated) Plan	8,000	N/A	16,000	N/A
Dedicated Internet Access (16 Fixed IP) Plan	8,000	10,000	16,000	N/A
Premium Dedicated Internet Access Plan	20,000	N/A	25,000	30,000

Relocation Charges – Note 2

User Plan	Per Order Fee (HK\$)
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Asymmetric Bandwidth Always-on Plan	\$2,000
Symmetric Bandwidth Always-on Plan	\$3,000
Single User Plan (Dynamic IP Address Plan)	\$3,000
Single User Plan (Fixed IP Address Plan)	\$3,000
Multi User Plan	\$6,000
Dedicated Internet Access (Share Pool) Plan	\$6,000
Dedicated Internet Access (Dedicated) Plan	\$6,000
Dedicated Internet Access (16 Fixed IP) Plan	\$6,000
Premium Dedicated Internet Access Plan	\$10,000

Miscellaneous

Additional IP Address (only available to Multi-user Plan)	HK\$1,000 / month for 16 IP Addresses HK\$2,000 / month for 32 IP Addresses HK\$4,000 / month for 64 IP Addresses HK\$8,000 / month for 128 IP Addresses HK\$10,000 / month for 256 IP Addresses
Domain name registration or migration	HK\$600 per year
Router on loan rental	HK\$3,000 per month
Service Re-activation	HK\$1,500 / Order
Global Domain (*.com/*.net/*.org)	HK\$350 / Order
Local Domain (*.com.hk)	HK\$300 / Order
Local Domain (*.hk)	HK\$350 / Order
Additional Sub-Domain (*.corp.com.hk)	HK\$300 / Order
Yearly Parking Fee (Global and Local Domain)	HK\$800 / year
Yearly Parking Fee (additional Sub-Domain)	HK\$350 / year
Client Workstation Connection Setup (MS Windows)	HK\$600 / PC
Onsite Visit (Not due to HKBNES Facility Issues)	HK\$500 / visit
Separate / Combine Billing	HK\$300 / Order
Add/Delete Email address	HK\$100 / Order
Roaming service activation	HK\$100 / email
DNS Alternation	HK\$300 / Order
Port Forwarding Alternation	HK\$300 / Order

Router Re-Configuration	HK\$800 / Order
On-site Maintenance	HK\$300 / Order
Remove Domain record	HK\$300 / Order
Amend Sub-domain name admin fee (* .corp.com.hk)	HK\$300 / Order
Non-Office Hour additional charge (Office hours: Monday to Friday 9:00am – 5:00pm)	HK\$2,000 per hour (minimum 2 hours)
Loss/Damage/Replacement/Failure of return of Equipment	HK\$5,000 / set
Service Reactivation	HK\$7,000 / order
IP Broadcasting (Per Class C)	HK\$4,000/ month

Note 1:

Throughput limits apply to all user plans. The maximum throughput of each circuit is equal to the bandwidth subscribed for each circuit. Unless otherwise specified, International Internet access of each subscribed IP address is limited to 20Mbps maximum. The actual throughput for each subscribed circuit can be affected by usage levels, network configuration, coverage and extraneous uncontrollable factors. HKBNES may take appropriate actions from time to time on customer subscribed circuits as it sees fit to ensure that the throughput does not exceed the aforementioned limits.

Note 2:

The installation and relocation fee does not include one-time or recurrent additional charges, if any, payable to the Building Management Office (BMO) of Subscriber's premises for any extra installation works specifically required by the Building Management Office, and any related cost (included but not limited to Road Opening, Extra Equipment) incurred during installation and relocation.

Special Terms and Conditions of Business Broadband

1. Definition

1.1 Unless otherwise provided, words and expressions used herein shall have the same meaning ascribed to them in the General Terms and Conditions.

2. The Service

2.1 HKBNES shall use reasonable efforts to make the Service available to the Subscriber. HKBNES may suspend the Services in whole or in part or limit access to the Service at any time without notice but HKBNES shall use reasonable efforts to minimize such suspension or limitation. The Subscriber shall be liable for all Charges during the period of suspension or limitation unless otherwise specified by HKBNES.

2.2 HKBNES reserves the right at all times to expand or reduce the Service, amend the Charges or introduce new charges payable by the Subscriber, amend any of the terms and conditions of this Agreement, alter, modify and/or delete any of the Service or the Content without prior notice to Subscriber.

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

2.4 HKBNES may provide email Service to the Subscriber. The Subscriber acknowledges and agrees that any e-mail address provided by HKBNES is licensed to the Subscriber in connection with the Service. The Subscriber shall not acquire any title or right whatsoever in such e-mail address.

3. Suspension and Termination of Service

3.1 HKBNES reserves all its the rights and final discretion to suspend and/or terminate provision of the Service without prior notice and/or giving any reason therefor.

4. PIN and Password

4.1 HKBNES may assign a PIN and/or Password to the Subscriber to access the Service.

5. Subscriber Equipment

5.1 The Subscriber shall be responsible for obtaining, providing and paying for all telecommunications equipment, computer equipment, software or any other access devices as may be necessary for the use of the Service (collectively "Subscriber Equipment").

5.2 The Subscriber shall ensure at all times that the Subscriber Equipment be approved for connection to the Service by the relevant government department or other competent authority and the Subscriber shall at all times comply with the conditions of such approval. HKBNES reserves the right to suspend the Service without notice if the Subscriber does not fulfill its obligations under this clause or if in the opinion of HKBNES such Subscriber Equipment has or is likely to cause the death of, or personal injury to, any person engaged in the running of HKBNES's network or damage to the property of HKBNES or impair the quality of any of the Service or any other telecommunications service provided by means of HKBNES's network or otherwise.

6. Installation of Equipment

6.1 HKBNES may provide to the Subscriber the relevant Equipment (including but not limited to Cable Modem, Network Card, Router, NAT Device and/or Antenna and Accessories) for the use of the Service in consideration of a rental fee to be payable by the Subscriber to HKBNES. The said rental fee shall be determined by HKBNES at its sole discretion from time to time.

6.2 The Subscriber shall: (a) provide suitable physical and operating environment for the Equipment; (b) provide adequate security to protect the Equipment from theft, damage or misuse and to use reasonable care in the use of the Equipment; (c) use the Equipment solely for the purposes provided; (d) obtain any consents or approval required for the installation and connection of the Equipment

(where applicable); (e) notify HKBNES as soon as reasonably practicable of any damage, fault, theft or loss of the Equipment; (f) not assign, transfer, convey or otherwise dispose of the relevant Equipment and/or Software without the prior written consent of HKBNES; (g) not, or shall permit any other person to alter, remove, add to, or otherwise interfere with the Equipment or any identifying marks or numbers on the Equipment without HKBNES's prior written consent; (h) use and operate the Equipment in a proper manner and in accordance with HKBNES's instruction to be given from time to time and the relevant user guide; (i) pay HKBNES an installation fee of the Equipment, the amount of which shall be determined by HKBNES at its sole discretion; (j) not use any other equipment in place of the Equipment without the written consent of HKBNES.

6.3 The Subscriber must observe HKBNES's requests for the remove or return of the Equipment upon termination of the Service. Upon termination of the Service, the Subscriber shall at its own costs and expenses return the Equipment to HKBNES within the period specified by HKBNES in good condition (fair wear and tear excepted). Should Subscribers request HKBNES to perform on-site service at the premise(s) for collecting the equipment, HKBNES will make the arrangement within 2 weeks after receipt of Subscriber's written notice, and may charge an equipment collection fee of HK\$300 or any other amount as HKBNES shall deem appropriate from time to time.

6.4 If the Subscriber fails to return the Equipment within the specified period or the Equipment is loss or damaged, the Subscriber shall indemnify HKBNES for all loss or damage to the Equipment on a full indemnity basis (including the costs incurred by HKBNES for the recovery of the Equipment).

6.5. The use of the Equipment by the Subscribers shall terminate upon the termination of the Broadband Service. HKBNES reserves the right to terminate the use of the Equipment by the Subscriber at any time and for whatever reasons. HKBNES will endeavour to give 30 days' prior notice for such termination.

7. Subscriber's Responsibility

7.1 Subscriber will not use and/or allow others to use the service simultaneously through more than the maximum number of computer connections as subscribed from time to time, failing which HKBNES reserves the right to charge the Subscriber the then service fee for using the Service through such number of computer connections;

7.2 Subscriber will not in any event resell the service without the prior consent of HKBNES;

7.3 Subscriber acknowledges that relocation of the address for the service shall, subject to HKBNES's approval, be subject to a relocation charge as HKBNES shall stipulate from time to time;

7.4 Subscriber will comply with directions given by HKBNES from time to time in relation to modifications required to any apparatus at the installation address or such other action as necessary to eliminate any interference, impediment or impairment to the Service or HKBNES's network.

8. Reconfiguration of Computer and Repair of Equipment

8.1 The Subscriber acknowledges that the provision of the Service is subject to the reconfiguration of

the Subscriber's computer and the installation of the relevant Subscriber Equipment, Equipment and/or Software.

8.2 The Subscriber shall authorize HKBNES or its authorized agents to reconfigure the Subscriber's computer to allow access to the Service and install the relevant Equipment and/or Software by signing a separate Installation Order Form.

8.3 It will be the Subscriber's responsibilities prior to installation or reconfiguration of any Equipment and/or Software to back up any data stored in his computer and inform HKBNES if any reconfiguration or installation by HKBNES is likely to invalidate any support arrangements and/or other functions of the computer and HKBNES 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.

8.4 The Subscriber authorizes HKBNES or its authorized agents to disable any Local Area Network (LAN) card installed in Subscriber's computer for the provision of Service and/or install the Equipment and/or Software.

8.5 HKBNES reserves the right not to reconfigure the Subscriber's computer or install the related Equipment or Software as HKBNES deems appropriate and at HKBNES's discretion.

8.6 Any reconfiguration and/or installation activities for the provision of the Service shall be subject to the Subscriber's computer meeting the basic requirement for reconfiguration as specified in the registration form.

8.7 The Subscriber shall be liable for all Charges for the provision of the Service by HKBNES notwithstanding the Subscriber may not be able to use the Service for any reason whatsoever which is not due to the fault of HKBNES including without limitation incompatibility, incompetence or failure of Subscriber Equipment or failure of the Subscriber's computer to meet the basic reconfiguration requirements.

8.8 HKBNES will upon the reasonable request of the Subscriber effect all necessary repairs or reconfiguration or relocation of Equipment or on-site support to the relevant Equipment. It is expressly agreed by HKBNES and the Subscriber that HKBNES shall not be subject to any liability or responsibility by reason of any delay in effecting such repair or reconfiguration or Equipment relocation or on-site maintenance. The Subscriber shall be responsible for the relevant costs as shall be notified by HKBNES unless any failure or problem is due to the default of HKBNES.

9. Deposit and Prepayment

9.1 HKBNES shall have the right to require the Subscriber to prepay service fee upon registration of the Service (the amount of which shall be determined by HKBNES at its sole discretion) and/or at any time to require the Subscriber to pay a deposit as security for the due performance and discharge by the Subscriber of its obligations and liabilities relating to the provision of the Service or the relevant Equipment or otherwise under this Agreement. The amount of the deposit shall be determined by HKBNES at its sole discretion. HKBNES reserves the right to increase the amount of the deposit from

time to time. The deposit shall be retained by HKBNES free of any interest to the Subscriber and shall not be transferred to the Subscriber's other account for the Service.

9.2 Any unused access/usage time as specified in the relevant Service Plan selected by the Subscriber will not be carried forward to the following month and HKBNES will not give any credit or refund in respect of any failure, suspension or interruption of all or part of the Service for any reasons whatsoever. 10. Subscriber's Warranties

10.1 Subscriber will abide by this Agreement for using HKBNES Service and any amendments and supplement thereto stipulated by HKBNES and any terms and conditions set out by third party service providers who provide any services accessible by or through using the Service;

10.2 Subscriber will submit true and complete information to HKBNES and must notify HKBNES promptly in writing of any changes to his details as provided to HKBNES and whatsoever information requested by HKBNES;

10.3 Subscriber will not use or allow others to use the Service to circulate, publish, transmit, distribute, or any unsolicited promotional or advertising information or any content that is seditious, obscene, defamatory, indecent, threatening, offensive, liable to incite racial hatred, discriminatory, menacing, objectionable or for mail-spamming, junk mail and/or bulk transmission of messages to Internet users, providers or newsgroup;

10.4 Subscriber will not act, nor allow others to, act in such a way that may jeopardize or impair the provision of the Service in Hong Kong or elsewhere;

10.5 Subscriber will ensure that either he/she owns the computer or he/she has obtained the consent of the owner of the computer for HKBNES to conduct any reconfiguration and/or installation activities for the provision of the Service.

11. Miscellaneous

11.1 The Subscriber acknowledges and agrees that the obligations of HKBNES under this Agreement may be performed by other companies in line with HKBNES. HKBNES shall further have the rights to sub-contract any of its obligation to a third party. HKBNES shall be entitled to assign or transfer its rights hereunder to any third party.

11.2 Subscriber acknowledges and agrees that HKBNES will send promotional material and/or information about related services provided by HKBNES or any third party to Subscriber by post or email from time to time. Subscriber shall notify HKBNES in writing if he/she does not want to receive any such material or information and HKBNES will not charge any fee for this request.

11.3 Any notice required to be given by HKBNES to the Subscriber may be given by HKBNES by post, facsimile, email or any other means at the sole discretion of HKBNES. Any such notice shall be deemed to have been received and given at the time when in the ordinary course of transmission, it should have been delivered at the address to which it was sent.

11.4 HKBNES reserves the right to the final decision on any dispute regarding the terms and conditions

herein stated.

11.5 These Special Terms and Conditions shall be subject to the General Terms and Conditions of HKBNES and Subscriber agrees to abide by all the terms and conditions stated therein as may be in force from time to time.

UNIFIED CARRIER LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited (HKBNES) hereby publishes the following tariff pursuant to its Unified Carrier Licence with immediate effect.

Name of Tariff:

Dark Fibre (“Service”)

Description of Tariff:

The Service refers to optical fibre transmission capacity between customer locations in which the light for the fibre is provided by the customer.

Service Description	Service Charge per each one core fibre (HK\$)
Installation (per service end)	\$100,000 per order
Relocation within the same building (per service end)	\$60,000 per order
Relocation to different buildings (per service end)	\$100,000 per order
Monthly Rental (first 0 to 25 km between two ends)	\$500,000 per month
Monthly Rental (per each additional 10 km between two ends)*	\$50,000 per month

* Distance would be rounded up to 10 km in accordance with HKBNES’s fibre routing record.

Note:

1. The provision of the Service is subject to HKBNES feasibility study, network coverage, resources availability.
2. The Minimum Contract Period of the Service is 12 months. Early Service termination before contract expiration date is subject to service cancellation charge, which is equal to the total contract sum with the subtraction of service charges paid.
3. The Service is subject to HKBNES’s prevailing General Conditions of services and applicable Special Conditions as published from time to time.

UNIFIED CARRIER LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited (HKBNES) hereby publishes the following tariff pursuant to its Unified Carrier Licence with immediate effect.

Name of Tariff:

MobileOffice Plus (the "Service")

Description of Tariff:

The Service is provided by an application software which operates in a mobile phone with an advanced mobile operation system. Each Subscriber is assigned with a Class 1 Hong Kong directory number for making or receiving voice telephony calls over a voice or data network.

Basic Service (per user) HK\$158 per month

Value-added Service Charges: (per user charge):

- Call Forwarding HK\$50 per month
- 3-way Conference HK\$50 per month
- Caller Number Display ('CND') HK\$50 per month
- Call Waiting HK\$50 per month
- Do Not Disturb HK\$50 per month
- Voicemail HK\$80 per month
- Business continuity plan HK\$100 per month
- VoIP HK\$60 per month

Other Related Service Charges (per user charge, one off):

- Number change service HK\$200 per number
- Change of service setting HK\$50 per entry
- Reconnection fee HK\$400 per order
- Application cancellation charge (cancellation of application for subscription to the Service before service effective date) HK\$200 per number

Special Terms and Conditions of HKBNES 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 Subscribers 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 Service 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) 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, and nature of business and telephone number 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 shall not be liable to the Subscriber or any other person for loss or damage (whether direct or indirect) resulting from HKBNES's delay or failure 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 to process the application for porting the Existing Number to HKBNES. Subscriber acknowledges and agrees that HKBNES 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 HKBNES 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 and/or HKBN 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 does 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 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. If the Service is interrupted or temporarily suspended due to the aforesaid events or other events which are beyond HKBNES's control, HKBNES 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 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 smartphone'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 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

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 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.

Remark:

This Service is subject to HKBNES's prevailing General Terms and Conditions of Service and applicable special Terms and Conditions as may be amended from time to time.

UNIFIED CARRIER LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited (HKBNES) hereby publishes the following tariff pursuant to its Unified Carrier Licence with immediate effect.

Name of Tariff:

E-See-Fax (“the Service”)

Description of Tariff:

The Service receives faxes through an email account for the Subscriber.

Service	Description	Charge
E-See-Fax	Monthly Fee (First email address)	HK\$ 200 per month
Additional Charge	Charge per page	HK\$ 2 per page
	Additional email address	HK\$100/email address/month
	Number porting handling charge	HK\$250/number

Special Terms and Conditions for E-See-Fax

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 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 or the obligations of the Subscriber under any Service contract or any indemnity given by the Subscriber to HKBNES.
6. Unless otherwise provided, Subscriber agrees to subscribe the Service for a minimum period of 12 months from the Service activation date (“Minimum Contract Period”). If the Service is terminated for whatever reasons during the Minimum Contract Period, Customer shall be required to pay the Monthly Fee for the remainder of the Minimum Contract Period as set out herein to HKBNES.
7. HKBNES may assign a PIN and/or Password to the Subscriber to access the Service.
8. All prepayment are non-transferable and non-refundable.
9. 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 in using the Service.
10. HKBNES 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 disclaims 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 exercises no control and shall not accept any liability or responsibility whatsoever over the content passing through the Service.
11. 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 is likely to invalidate any support arrangements and/or other functions of the computer and HKBNES 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.
12. 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.
13. HKBNES makes 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 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.

14. HKBNES does 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.
15. Subscriber is not allowed to use any type of process, device, codes or instructions that are designed to gain unauthorized access to the software.
16. 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.
17. Subscriber agree to indemnify HKBNES and each of its licensors and its partners 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.

UNIFIED CARRIER LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited (HKBNES) hereby publishes the following tariff pursuant to its Unified Carrier Licence with immediate effect.

Name of Tariff:

Business Line (“the Service”)

Description of Tariff:

A business telephone exchange line provides basic telephone voice quality service, which allows subscribers to originate and receive calls for business purposes, plus optional paid features.

Service	Description	Charge
Business Line	DEL Line	HK\$ 300 per line per month
	Hunting Line	HK\$ 400 per line per month
	Fax Line	HK\$ 300 per line per month
	Centrex	HK\$ 400 per line per month
	DDI Line	HK\$ 1,000 per line per month
	IDA-P Line	HK\$ 8,000 per line per month
Optional Features	Caller Number Display (CND)	HK\$ 30 per line per month
	Block-the-Blocker	HK\$ 30 per line per month
	Call Waiting	HK\$ 30 per line per month
	Conference Call	HK\$ 30 per line per month
	Call Forwarding	HK\$ 30 per line per month
	Duplex Ringing	HK\$ 30 per line per month
	Speed Dial	HK\$ 30 per line per month
	Appointment Service	HK\$ 30 per line per month
	Do Not Disturb	HK\$ 30 per line per month
	Voice E-mail	HK\$ 50 per line per month
	Voice Mail	HK\$ 80 per line per month
Remote Call Forward	HK\$ 50 per line per month	
Other Service	New Installation Charge (per order/ per visit)	HK\$ 10,000
	Additional Installation (New Number)	HK\$ 600
	Additional Installation (Same Number)	HK\$ 600

	Reconnection Fee (per order/ per visit)	HK\$ 600
	Change of Telephone Number	HK\$ 1,000
	Relocation-External Removal (per order/ per visit)	HK\$ 600
	Relocation-Internal Removal (per order/ per visit)	HK\$ 600
	On-site Installation/ Equipment Set-up/ Technical Support for IDA-P Line	HK\$ 10,000

Special Terms and Conditions for Business Line

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) The Service shall only be made available to corporate customers within HKBNES's Business Line network;
 - (ii) HKBNES reserves all its the rights and final discretion to suspend and/or terminate provision of the Service without prior notice and/or giving any reason therefore; and
 - (iii) HKBNES reserves all its the rights and final discretion to determine the methods and delivery route for the provision of the Service to Subscribers and HKBNES may change such methods and routes from time to time as it shall deem appropriate without prior notice and/or giving any reason therefor.
 - (iv) 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 12 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 or the set-up charge / installation charge as set out in the subscription form whichever the higher.

- (iii) Subscriber may terminate the Service by giving at least thirty (30) days prior written notice to HKBNES. No written confirmation will be given by HKBNES upon such termination.
4. All features to be provided under the Service can only be activated or deactivated by using a touch-tone telephone operated with dual tone multi-frequency (DTMF) dialing function.
5. 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”) or provide a temporary telephone number to Subscriber if Subscriber opts for porting its existing telephone number (“Existing Number”) to HKBNES, the service of which will be terminated automatically after the Existing Number has been successfully ported to HKBNES.
 - (ii) HKBNES reserves the right to vary or cancel such New Number(s) or Existing Number 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 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 Subscribers 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 shall not be liable to the Subscriber or any other person for loss or damage (whether direct or indirect) resulting from HKBNES’s delay or failure 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.
6. Subscriber understands that the Service may be temporarily suspended in case of power failure and HKBNES shall in any such case resume the provision of the Service as quickly as practicable. Calls may temporarily not be able to be connected to “Customer Input Terminal” of Hong Kong Jockey Club through the Service.

7. Subscriber shall comply with directions given by HKBNES from time to time in relation to modifications required to any apparatus at the installation address or such other action as necessary to eliminate any interference, impediment or impairment to the Service or the Network.
8. The Subscriber shall not, nor permit any other person to alter, remove, add to, or otherwise interfere with the Equipment or any identifying marks or numbers on the Equipment.
9. The Subscriber shall:
 - (i) provide suitable physical and operating environment for the Equipment;
 - (ii) provide adequate security to protect the Equipment from theft, damage or misuse and to provide reasonable care in the use of the Equipment;
 - (iii) use the Equipment solely for the purposes provided;
 - (iv) obtain any consents or approval required for the installation and connection of the Equipment (where applicable);
 - (v) notify HKBNES as soon as reasonably practicable of any damage, fault, theft or loss of the Equipment.
10. 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).
11. The maintenance fee of HK\$300 or any other amount as HKBNES shall stipulate from time to time will be charged for all on-site maintenance service, unless any failure/problem is due to the default of the system or equipment/accessories of HKBNES.
12. Subscriber authorizes HKBNES to process the application for porting the Existing Number to HKBNES. Subscriber acknowledges and agrees that HKBNES 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.
13. In the event that the Existing Number cannot be ported to HKBNES within 60 days upon successful installation of the Service due to the incomplete, wrong or false information provided by Customer or due to any ground beyond the reasonable control of HKBNES, HKBNES shall have the right to charge the Customer Service Fee from the date of successful installation of the Service.

UNIFIED CARRIER LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited (HKBNES) hereby publishes the following tariff pursuant to its Unified Carrier Licence with immediate effect.

Name of Tariff:

International Call Forwarding ("the Service")

Description of Tariff:

Customer can forward all incoming voice calls/fax calls to that number to the designated local or overseas mobile phone number, telephone/fax number, voice mail box at subscriber's pre-defined sequence and to make IDD calls.

Service	Description	Charge
International Call Forwarding	Monthly Fee Usage Charge	HK\$ 800 per month Subject to IDD International calling charge

Special Terms and Conditions for International Call Forwarding

1. Customer understands that the International Call Forwarding ("the Service") is provided by HKBN Enterprise Solutions Limited ("HKBNES").
2. All offers shall be terminated if Customer changes the service plan or the Service is terminated or Customer breaches any terms and conditions contained herein or the terms and conditions of the General Terms and Conditions of HKBNES
3. "Caller Number Display" function is only applicable for receiving calls forwarded from Hong Kong in China through mobile network and/or in Hong Kong. The service area and the availability of the "Caller Number Display" function shall be subject to change/expansion without further notice. Customer understands that "Caller Number Display" function may not be available under certain circumstances.
4. The Service is only applicable to receiving calls forwarded from a Hong Kong mobile number to another number in Hong Kong, China and/or overseas. Customer using the Service to receive forwarded calls in Hong Kong shall be charged at the rate of HK\$0.1 per minute or any other amount that shall be determined by HKBNES from time to time.
5. The Service shall only be used by Customer in person to receive calls forwarded from Hong Kong and not otherwise except with the prior written consent of HKBNES. HKBNES reserves all rights to

charge Customer the standard IDD rates for the international calling connection charges should HKBNES in its reasonable opinion believe that Customer has breached this clause.

6. The monthly service fee does not include any local call charge in Hong Kong, China or overseas, additional call forwarding usage charge and other service charges for any other new or extended services.
7. If customer terminates the Service, the prepayment amount (if any) will be forfeited and will not be refunded. Customer may terminate the Service by giving at least seven (7) days prior written notice to HKBNES. Termination will take effect on the first day of the following month after expiry of the said 7-day prior written notice period.
8. Unless otherwise provided, Subscriber agrees to subscribe the Service for a minimum period of 12 months from the Service activation date ("Minimum Contract Period"). If the Service is terminated for whatever reasons during the Minimum Contract Period, Customer shall be required to pay the Monthly Fee for the remainder of the Minimum Contract Period as set out herein to HKBNES.
9. HKBNES reserves the sole and final discretion at any time to terminate any Customer's registration under the selected service plan without giving any reason whatsoever or prior notice to Customer. The decision of HKBNES shall be final and conclusive.
10. HKBNES reserves the right to add, delete or otherwise amend any of the terms and conditions herein from time to time at its sole discretion. HKBNES reserves the right to have final decision on all matters in relation to the Service and/or the selected service plan.
11. Customer shall abide by the terms and conditions contained herein, the General Terms and Conditions of HKBNES (as may be amended from time to time), a copy of which shall be available upon request. Notices to be given to Customers in relation to the selected service plan (if any) shall be given in any manner as HKBNES shall consider appropriate.

UNIFIED CARRIER LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited (HKBNES) hereby publishes the following tariff pursuant to its Unified Carrier Licence with immediate effect.

Name of Tariff:

(Previously named as “International MPLS IP-VPN Service”)

International IP-VPN (the “Service”)

Description of Tariff:

HKBN Enterprise Solutions Limited hereby publishes the revised tariff of the Service with effect from 1 September 2016 as below:-

Bandwidth	Monthly Charge per HK End (HK\$)	Monthly Charge per China End (HK\$)
1Mbps	\$8000	\$27,550
1.5Mbps / 640Kbps		\$30,800
2Mbps		\$32,400
3Mbps		\$47,000
4Mbps		\$56,700,
5Mbps		\$64,800
6Mbps		\$72,900
8Mbps		\$89,100
10Mbps		\$105,300
20Mbps		\$12,000

Remarks:

- All other charges and conditions shall remain unchanged.
- The above Service is provided subject to HKBNES's General Terms and Conditions of Service and their applicable special terms and conditions as published from time to time.

UNIFIED CARRIER LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited (HKBNES) hereby publishes the following tariff pursuant to its Unified Carrier Licence with immediate effect.

Name of Tariff:

(Previously named as “Metro MPLS IP-VPN Service”)

Metro IP-VPN (the “Service”)

Description of Tariff:

HKBN Enterprise Solutions Limited hereby publishes the revised tariff of the Service with effect from 1 September 2016 as below:-

Bandwidth	Monthly Charge per HK End (HK\$)
10Mbps	\$8000
25Mbps	\$12,000
50Mbps	\$16,000
100Mbps	\$24,000

Remarks:

1. All other charges and conditions shall remain unchanged.
2. The above Service is provided subject to HKBNES's General Terms and Conditions of Service and their special terms and conditions as published from time to time.

UNIFIED CARRIER LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited (HKBNES) hereby publishes the following tariff pursuant to its Unified Carrier Licence with immediate effect.

Name of Tariff:

(Previously named as “International Ethernet Private Line Service”)

International Ethernet Private Line (“IEPL”)

Description of Tariff:

HKBN Enterprise Solutions Limited hereby publishes the revised tariff of IEPL with effect from 1 September 2016 as below:-

Bandwidth	Monthly Charge per HK End (HK\$)	Monthly Charge per China End (HK\$)
2Mbps	\$8,000	\$32,400
4Mbps		\$56,700
6Mbps		\$72,900
8Mbps		\$89,100
10Mbps		\$105,300

Remarks:

1. All other charges and conditions shall remain unchanged.
2. The above Service is provided subject to HKBNES's General Terms and Conditions of Service and their applicable special terms and conditions as published from time to time.

UNIFIED CARRIER LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited (HKBNES) hereby publishes the following tariff pursuant to its Unified Carrier Licence with immediate effect.

Name of Tariff:

(Previously named as “International Call Forward Service”)

NetTalk International Call Forward Service

Description of Tariff:

The service name of “International Call Forward Service” will be amended to “NetTalk International Call Forward Service” and it will not be available for new subscription.

UNIFIED CARRIER LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited (HKBNES) hereby publishes the following tariff pursuant to its Unified Carrier Licence with immediate effect.

Name of Tariff:

DWDM (the 'Service')

Description of Tariff:

DWDM is specially designed to meet the raising needs of high volume data transmission among offices. Riding on the latest Dense Wavelength Division Multiplexing (DWDM) optic switching technology, this scalable service delivers secured, dedicated and high-bandwidth access between locations, network is consolidated and achieves cost effectiveness for the customer.

DWDM	Monthly Charge (HKD) (Lowest Net Average Monthly Fee of per End Point)
DWDM1G	\$25,000

Remarks:

1. The provision of the Service is subject to HKBNES feasibility study, network coverage, resources availability.
2. The above pricing is per end point. Each DWDM should be at least 2 points as one line.
3. The Service is provided subject to HKBNES's General Terms and Conditions of Service and their applicable special terms and conditions as published from time to time.

UNIFIED CARRIER LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited (HKBNES) hereby publishes the following tariff pursuant to its Unified Carrier Licence with immediate effect.

Name of Tariff:

MetroNet (“Service”)

Description of Tariff:

MetroNet is a private Ethernet network supported by Layer 2 network that enables clients to have a full control of the network IP configurations. Having huge investment in self-built network construction by the latest Multi-Protocol Label Switching (MPLS) technology, HKBNES offers clients with high bandwidth Ethernet connectivity for point-to-point, point-to-multipoint and any-to-any MetroNet solutions. With speed ranging from 10Mbps to 1Gbps, clients can choose the connection speed that best suits them in each single point of location within the network.

Layer	Plan	Monthly Charge (Lowest Net Average Monthly Fee of per End Point) (HKD)
Standard	METRO10	\$3,500
	METRO25	\$4,000
	METRO50	\$5,300
	METRO100	\$10,500
	METRO1G	\$13,800
Premium	METRO50-P	\$9,800
	METRO100-P	\$10,500
	METRO1G-P	\$13,800
Retail	METRO10-R	\$3,500
	METRO100-R	\$10,500
	METRO1G-R	\$13,800

Note:

1. The provision of the Service is subject to HKBNES feasibility study, network coverage, resources availability.
2. The above pricing is per end point. Each MetroNet should be at least 2 points as one line.

3. For Retail and Standard, no. of Mac address is 10 in Max. For Premium, no. of Mac address is 1,000 in max.
4. The Service is subject to HKBNES's prevailing General Conditions of services and applicable Special Conditions as published from time to time.

UNIFIED CARRIER LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited (HKBNES) hereby publishes the following tariff pursuant to its Unified Carrier Licence with immediate effect.

Name of Tariff:

Managed Wavelength Service

Description of Tariff:

The service will not be available for new subscription.

UNIFIED CARRIER LICENCE

TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited (HKBNES) hereby publishes the following tariff pursuant to its Unified Carrier Licence with immediate effect.

Name of Tariff:

Metro Ethernet Service

Description of Tariff:

The service will not be available for new subscription.

UNIFIED CARRIER LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited (HKBNES) hereby publishes the following tariff pursuant to its Unified Carrier Licence with immediate effect.

Name of Tariff:

Prepaid Card Service

Description of Tariff:

The service will not be available for new subscription.

UNIFIED CARRIER LICENCE

TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited (HKBNES) hereby publishes the following tariff pursuant to its Unified Carrier Licence with immediate effect.

Name of Tariff:

Web Hosting Service

Description of Tariff:

The service will not be available for new subscription.

UNIFIED CARRIER LICENCE

TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited (HKBNES) hereby publishes the following tariff pursuant to its Unified Carrier Licence with immediate effect.

Name of Tariff:

International Toll Free Service (ITFS)

Description of Tariff:

The service will not be available for new subscription.

UNIFIED CARRIER LICENCE

TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited (HKBNES) hereby publishes the following tariff pursuant to its Unified Carrier Licence with immediate effect.

Name of Tariff:

Business NetTalk Broadband Phone Service

Description of Tariff:

The service will not be available for new subscription.

UNIFIED CARRIER LICENCE

TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited (HKBNES) hereby publishes the following tariff pursuant to its Unified Carrier Licence with immediate effect.

Name of Tariff:

Business NetTalk Internet Phone Service

Description of Tariff:

The service will not be available for new subscription.

UNIFIED CARRIER LICENCE

TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited (HKBNES) hereby publishes the following tariff pursuant to its Unified Carrier Licence with immediate effect.

Name of Tariff:

Unified Communications Service

Description of Tariff:

The service will not be available for new subscription.

UNIFIED CARRIER LICENCE

TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited (HKBNES) hereby publishes the following tariff pursuant to its Unified Carrier Licence with immediate effect.

Name of Tariff:

Integrated Digital Access Service

Description of Tariff:

The service will not be available for new subscription.

UNIFIED CARRIER LICENCE

TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited (HKBNES) hereby publishes the following tariff pursuant to its Unified Carrier Licence with immediate effect.

Name of Tariff:

Digital Data Service

Description of Tariff:

The service will not be available for new subscription.

UNIFIED CARRIER LICENCE

TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited (HKBNES) hereby publishes the following tariff pursuant to its Unified Carrier Licence with immediate effect.

Name of Tariff:

Business Telephony Service

Description of Tariff:

The service will not be available for new subscription.

UNIFIED CARRIER LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited (HKBNES) hereby publishes the following tariff pursuant to its Unified Carrier Licence with immediate effect.

Name of Tariff:

Business SMS Service

Description of Tariff:

The service will not be available for new subscription.

UNIFIED CARRIER LICENCE

TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited (HKBNES) hereby publishes the following tariff pursuant to its Unified Carrier Licence with immediate effect.

Name of Tariff:

International Calling Card Service

Description of Tariff:

The service will not be available for new subscription.

UNIFIED CARRIER LICENCE

TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited (HKBNES) hereby publishes the following tariff pursuant to its Unified Carrier Licence with immediate effect.

Name of Tariff:

009 Hong Kong Connect Service

Description of Tariff:

The service will not be available for new subscription.

UNIFIED CARRIER LICENCE

TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited (HKBNES) hereby publishes the following tariff pursuant to its Unified Carrier Licence with immediate effect.

Name of Tariff:

IDD009 Service

Description of Tariff:

The service will not be available for new subscription.

UNIFIED CARRIER LICENCE

TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited (HKBNES) hereby publishes the following tariff pursuant to its Unified Carrier Licence with immediate effect.

Name of Tariff:

Residential Broadband Service

Description of Tariff:

The service will not be available for new subscription.

UNIFIED CARRIER LICENCE

TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited (HKBNES) hereby publishes the following tariff pursuant to its Unified Carrier Licence with immediate effect.

Name of Tariff:

WebFax Service

Description of Tariff:

The service will not be available for new subscription.

UNIFIED CARRIER LICENCE

TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited (HKBNES) hereby publishes the following tariff pursuant to its Unified Carrier Licence with immediate effect.

Name of Tariff:

Follow-Me Fixed Number Service

Description of Tariff:

The service will not be available for new subscription.

UNIFIED CARRIER LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited (HKBNES) hereby publishes the following tariff pursuant to its Unified Carrier Licence with immediate effect.

Name of Tariff:

NetTalk Internet Phone Service

Description of Tariff:

The service will not be available for new subscription.

UNIFIED CARRIER LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited (HKBNES) hereby publishes the following tariff pursuant to its Unified Carrier Licence with immediate effect.

Name of Tariff:

NetTalk Home Broadband Phone Service

Description of Tariff:

The service will not be available for new subscription.

UNIFIED CARRIER LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited (HKBNES) hereby publishes the following tariff pursuant to its Unified Carrier Licence with immediate effect.

Name of Tariff:

Home Telephone Service

Description of Tariff:

The service will not be available for new subscription.

UNIFIED CARRIER LICENCE

TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited (HKBNES) hereby publishes the following tariff pursuant to its Unified Carrier Licence with immediate effect.

Name of Tariff:

Global Call Forward (GCF) Service

Description of Tariff:

The service will not be available for new subscription.

UNIFIED CARRIER LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited (HKBNES) hereby publishes the following tariff pursuant to its Unified Carrier Licence with immediate effect.

Name of Tariff:

(Previously named as “Business Broadband Service”)

Commercial Broadband Service

Description of Tariff:

The service name will be amended to “Commercial Broadband Service”. It will not be available for new subscription.

UNIFIED CARRIER LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited

Name of Tariff:

General Terms and Conditions of Service (Consumer)

Description of Tariff:

General Terms and Conditions of Service (Consumer) is revised with effect from 1 October 2016. Full text is attached.

Effective Date of Tariff:

1 October 2016

Revision History:

Last revision: U0022-005-OCT2013-N

General Terms and Conditions

This document details the terms and conditions for the provision of the Services by HKBN. The Subscriber is deemed to have accepted the Conditions and the relevant tariffs when applying for the Services.

"Agreement" means the Conditions herein and the Special Terms and Conditions as may be amended by HKBN from time to time;

"Cancellation Charge" means the cancellation charge as stipulated from time to time payable as liquidated damages to HKBN on termination of the Agreement prior to expiration of any Minimum Commitment Period;

"Charges" means any applicable charges charged by HKBN for the provision of Services, Software or Equipment from time to time including, without limitation to, storage charges and other connection time charges, access charges, handling charges, access kit charges, installation, removal or delivery charges, late charges and such other fees and charges payable by the Subscriber to third parties through using the Services (including PNETS charges) as may be charged from time to time;

"Conditions" means the terms and conditions set out herein;

"Contents" refers to any software, content, data, information or other material that is accessible by or through using HKBN's Services including, but without limitation to, all electronic mail and other messages and all textual, audio, video, still image, graphical and other content;

"Content Provider" means any party providing Content and/or operating services accessible by or through using the Services;

"Due Date" means the due date specified in the relevant invoice, or if no such date is specified, the date which is 15 days from the date of the invoice;

"Equipment" means the equipment (if any) provided by HKBN to make available the Services to Subscriber which may be installed at the Premises for the use of the Services;

"Group Companies" means any company which is for the time being a

- holding company (ultimate or intermediary) of HKBN and/or any subsidiary of such holding company from time to time;
- "HKBN"** means HKBN Enterprise Solutions Limited, its successors and assigns
- "Hong Kong"** means the Hong Kong Special Administrative Region of the People's Republic of China;
- "Minimum Commitment Period"** means the minimum period as may be stipulated from time to time that the Subscriber commits to use the Services;
- "Password"** means any password or similar device issued or provided by HKBN to the Subscriber or chosen by the Subscriber (as may be from time to time varied by the Subscriber in the manner stipulated by HKBN or otherwise varied by HKBN), where applicable, which allow access to or hold up or delay any or all of the Services (where appropriate);
- "Personal Data"** shall have the meaning ascribed to it by the Personal Data (Privacy) Ordinance, Cap 486 of the laws of Hong Kong;
- "PIN"** means any login ID and/or other personal identifier(s) issued by HKBN to the Subscriber to gain access to all or any of HKBN's Services;
- "Premises"** means any premises or place at which the Services are used from time to time;
- "Service" or "Services"** means telecommunications services, including Equipment where applicable as shall be provided by HKBN from time to time;
- "Software"** means any software supplied by HKBN to the Subscriber for the use or access to the Services;
- "Special Terms and Conditions"** means specific terms and conditions (if any) as applicable to the relevant Services from time to time;
- "Subscriber"** means any person including any individual, corporation or unincorporated body who apply for

or use any of the Services of HKBN or to whom HKBN has agreed to provide Services.

In this Agreement, reference to one gender shall include the other and the neuter and reference to singular shall include the plural and vice versa.

1. All applications for the Services shall be subject to review and acceptance by HKBN.
2. HKBN will issue invoice to the Subscriber in accordance with HKBN's normal billing cycle for the type of Services provided, by post or email or any other method as HKBN thinks appropriate. If the Subscriber opts for changing other method for receiving its invoice, the Subscriber shall notify HKBN by giving 30 days prior written notice accordingly and HKBN reserves the right to charge a handling fee for each invoice to be sent thereafter.
3. Unless otherwise provided or agreed by HKBN, an administration fee of HK\$100 or any amount as shall be determined by HKBN from time to time shall be charged to the Subscriber for each duplicate copy of statement, registration form, service installation form or any other similar documentation as may be kept by HKBN.
4. HKBN reserves the rights to charge the Subscriber a handling fee of HK\$10 or any amount as shall be determined by HKBN from time to time on each payment transaction.
5. The Subscriber shall pay HKBN the Charges detailed in each invoice in full on or before the Due Date. Questions concerning any invoice must be brought to HKBN's attention within 30 days of invoice date, otherwise, the invoice shall deem to be accepted by the Subscriber.
6. The Subscriber agrees and authorizes HKBN to debit the full amount payable under HKBN's invoice or any amount due and payable by the Subscriber to any of the Group Companies from the credit card account registered with HKBN, if any, and the Subscriber shall be responsible for renewing such authorization from time to time; or if the Subscriber opts for settling the invoice or any payment due by the Subscriber to HKBN by way of bank auto-payment, the Subscriber shall sign and submit an authorization form and do all that is necessary to authorize HKBN to debit his designated bank account. The Subscriber also agrees to abide by and agrees to the terms and conditions of any third party provider where any Services shall be provided by or through these third party providers. All payment made shall be non-refundable and non-transferable. All payment to be made shall be without any deduction or set-off. HKBN reserves the right to

- use any account balance to set-off against any or all payment due by the Subscriber to the Group Companies.
7. In case of disputes over any usage of the Services or the Charges, HKBN's decision based on its usage records and those of any third party in providing the Services shall be final and binding on the Subscriber.
 8. HKBN may impose a credit limit for the account of the Subscriber as determined by HKBN from time to time at its sole discretion. Should any Charges exceed such credit limit, HKBN shall be entitled to suspend or terminate the provision of the Services in whole or in part to the Subscriber and/or to charge all outstanding Charges against the credit card account registered with HKBN, if applicable. Notwithstanding the suspension of the Services, the Subscriber is still liable to pay the Charges current from time to time for the Services suspension period until the end of the Minimum Commitment Period or any liquidated damages as stipulated in the Services (if applicable).
 9. If the Subscriber has not fully settled any invoice by the Due Date, HKBN reserves the right to charge interest on any outstanding amount at 2.5% per month until the invoice has been paid in full by the Subscriber and to charge a reconnection fee and handling fee if the Subscriber's access to HKBN is suspended or terminated as a result of payment not having been made. Subscriber acknowledges that HKBN may invoice the Subscriber on behalf of a third party service provider or Group Companies. HKBN shall be entitled to employ any person, debt collection agency and/or institution to collect any or all sums owed by the Subscriber to HKBN under this Agreement and in so doing, HKBN may and is hereby authorized to disclose to such person, agency and/or institution any or all information available in relation to the Subscriber and HKBN shall not be liable or responsible for any default, negligence, act, conduct, misconduct and/or deeds of such person, agency and/or institution. The Subscriber agrees that any such person or agency and/or institution may utilise such information in the course of any business carried on by such person, agency and/or institution. The Subscriber shall be obliged to indemnify HKBN for all losses, damages, expenses incurred by HKBN in employing such person, debt collection agency or institution.
 10. Except for Content which is produced by HKBN, it is not HKBN's policy to exercise any editorial control over or edit or amend any Content before it is transmitted or made available through the Services. However, HKBN shall have the right to amend, block or delete any

Content which is transmitted or otherwise made available by the Subscriber where any such Content is, in HKBN's sole opinion defamatory, in breach of copyright, improper, annoying, likely to be offensive, illegal or otherwise not appropriate to be accessed by or through the Services.

11. The copyright and all other intellectual properties and other rights in the Software are either owned by or licensed to HKBN. HKBN hereby grants to the Subscriber a non-exclusive and non-transferable license for the Subscriber to use the Software on the Premises in accordance with this Agreement and the Software license which accompanies the Software but not further or otherwise. Except to the extent permitted by law, the Subscriber shall not alter, modify, adapt or translate the Software nor decompile, disassemble or reverse engineer the same nor attempt to do any such thing.
12. The Subscriber agrees to keep the PIN and/or Password confidential and be responsible for any and all use of the Services using the Subscriber's PIN and/or Password, if applicable. If the Subscriber believes that his PIN or Password has been lost or stolen, the Subscriber should immediately notify HKBN and the Subscriber shall be liable for all Charges and cost incurred until the Services is being suspended by HKBN.
13. The Subscriber shall at all times fully comply with all legal and regulatory requirements applicable to the use of the Services and observe all instructions or guidelines as may be imposed by HKBN from time to time. The Subscriber further undertakes not to use or allow others to use the Services (a) for any purpose which HKBN considers improper, immoral, defamatory, fraudulent or otherwise unlawful; (b) in a manner which constitutes an infringement of rights of any person (including but not limited to rights of copyright or confidentiality) or a violation or infringement of any duty or obligation in contract, tort or otherwise, to any third party; (c) which interferes with, impedes or impairs the use or operation of, or do anything likely or interfere with, impede or impair the use or operation of Services provided by HKBN; or (d) for purposes not authorized by HKBN. In particular, the Subscriber shall not hack, break into, access or use or attempt to hack, break into, access or use any part of the Services, any content and/or any data on HKBN server(s) or telecommunications network, for which the Subscriber has not been authorized by HKBN.
14. HKBN reserves the right at all times to suspend all or any of the Services without notice whether or not to carry out system maintenance,

upgrading, testing and/or repairs or otherwise as it deems appropriate.

No credit or refund is available when all or any of the Services is down or suspended in any manner whatsoever.

15. HKBN shall have the right to send, deliver, distribute or display advertisements, messages or other information in such form and manner as it shall deem appropriate on the screen or to the media through which the Subscriber access the Services from time to time.
16. The Subscriber may be required at its own costs to install Equipment, Software or reconfigure the Subscriber's computer equipment or other equipment or devices in order to obtain access to the Services. Unless otherwise provided, the Equipment is and will at all times remain the property of HKBN and the Subscriber will not acquire any rights or title in them. The Subscriber shall notify HKBN immediately of any damage, fault, theft or loss of the Equipment or any part thereof. The Subscriber shall also cause the Equipment to be used and operated in a proper manner, and shall not alter, tamper with or attempt to repair the Equipment in any way except by HKBN's authorized representatives or agents.
17. The Subscriber shall ensure that HKBN, its representatives and agents have safe access to the Premises at all reasonable times to install, inspect, maintain, repair, remove or recover the Equipment or to do anything that is reasonably necessary for the provision of Services under this Agreement. While the Equipment is in the Subscriber's custody or control, the Subscriber will be liable to HKBN for any loss or damages to the Equipment.
18. HKBN may require the Subscriber to maintain a deposit with HKBN as security for the discharge of obligations and liabilities of payment by the Subscriber relating to the provision of the Services and/or the installation of Equipment or Software under this Agreement. The amount of the deposit shall be determined by HKBN at its sole discretion. Without prejudice to any other rights or remedies that HKBN may have against the Subscriber, HKBN reserves the right to apply and set-off the deposit against any outstanding Charges or for any loss or damages suffered or sustained by HKBN as a result of any non-performance or non-observance by the Subscriber of any provisions of this Agreement or under any of the Subscriber's other account under HKBN or the Group Companies. Upon termination of this Agreement, HKBN shall return any remaining balance of deposit without interest within 3 months from the date of termination.
19. The Subscriber shall not use the Services to circulate, publish, transmit,

distribute any unsolicited advertising or promotional information or any Content that is seditious, obscene, defamatory, indecent, threatening, offensive, liable to incite racial hatred, discriminatory, menacing or in breach of confidence or any applicable law and regulation; or which infringes the privacy of an individual; or may cause HKBN to breach any applicable law or regulation.

20. HKBN exercises no control and shall not accept any liability whatsoever over the Content passing through the Services. HKBN makes no warranties of any kind including without limitation to fitness for purpose, quality standard or continuity, whether expressed or implied, for the Services it is providing and in particular disclaims any responsibility for the accuracy or quality of information obtained through its Services. HKBN will not be responsible for any damage in relation to the Services including loss of data, voice or other information resulting from delays, non-deliveries, mis-deliveries, or service interruptions.
21. The Subscriber hereby agrees to indemnify and to keep HKBN fully and effectively indemnified against any action, liability, cost, claim, loss, damage, proceeding, expense suffered or incurred by HKBN arising from directly or indirectly related to the Subscriber's use and any other person's use of the Services where such person was able to access the Services by using the Subscriber's PIN and/or Password, including but not limited to claims for defamation, infringement of copyright or any other intellectual property rights; and/or any breach or non-observance of any provision hereunder by the Subscriber or any other person where such person was able to access the Services by using the Subscriber's PIN and/or Password.
22. To the extent permitted by law, HKBN and any third party service provider of the Services shall under no circumstances be liable whether or not in contract, tort, statute or otherwise (including without limitation to negligence, breach of contract, defamation, or intellectual property right infringement) for any cost, claim, special, direct, indirect or consequential loss or damage (including without limitation, loss of revenue, loss of profit, or any consequential loss whatsoever) suffered, sustained or incurred by the Subscriber or any person (directly or indirectly) from or out of or relating to the Services.
23. To the extent permitted by law, HKBN, its Group Companies and any third party service provider of the Services, together with their respective directors, employees or agents expressly disclaim any liability for: i) any damage to or loss of data, voice or other information arising from the

Subscriber's use of the Services, Software or Equipment; ii) any claim based on contract, tort, or otherwise for any direct or indirect loss of revenue, profits or any consequential loss whether of an economic nature or any such loss which the Subscriber suffers as a result of any error, inaccuracy or computer virus in or introduced into the Subscriber's computer system or other devices by, through or in connection with the use of the Services, Software or Equipment; iii) any claim relating to the Services and/or any Content, Software or Equipment supplied, provided, sold or made available by or through the Services (or any failure or delay to so supply, provide, sell or make available); iv) any disruption or suspension or degradation of the Services or any part thereof; and v) any damage which is attributable to an event or circumstance beyond HKBN's control ("Force Majeure Event"). A Force Majeure Event includes but is not limited to acts of God, war, civil disobedience, explosion, fire, flood, governmental action, legislation not in force at the time of this Agreement, restraints imposed by government or any other regulatory authorities, labour disputes, trade disputes or delays of third parties over which HKBN has no control.

24. HKBN shall be entitled to forthwith suspend access to the Service without notice to the Subscriber if (a) in the reasonable opinion of HKBN there is or has been fraudulent or unauthorised use and access to the Services; (b) in the reasonable opinion of HKBN, there is any misuse of the Service by the Subscriber or any other user authorised by the Subscriber; (c) the Subscriber is in breach of any of his/her obligation under the Agreement; (d) HKBN is obliged to comply with an order, instruction or request of the Office of the Communications Authority or other competent government authority; or (e) the Subscriber fails to pay in full any charges or other sum whatsoever payable by the Subscriber to HKBN when due. HKBN may immediately terminate this Agreement and/or the provision of the Services without notice and without limiting any other remedies available to HKBN if any of the following events should occur: i) any outstanding Charges payable by the Subscriber remains unpaid 30 days after the Due Date; ii) the Subscriber becomes or is threatened to be the subject of bankruptcy, winding up or receivership proceedings; iii) the Subscriber permits outstanding Charges to exceed the credit limit established from time to time by HKBN; iv) the Subscriber is in breach of any terms of this Agreement; v) HKBN suspects fraud or misuse of the Services or any unauthorized activity in relation to the use of the Services by any

- person, regardless of whether the Subscriber consented to or had knowledge of such fraud, misuse of unauthorized activity; vi) HKBN is prohibited from providing the Services under any applicable law or regulation; or vii) any of the information provided by the Subscriber to HKBN in applying for the Services is found to be false, inaccurate or misleading.
25. Without limiting the exclusions or limitations of liability herein, HKBN shall not be liable to the Subscriber nor to any third party for any loss or damages whatsoever resulting from or in connection with termination of this Agreement under clause 24.
 26. If the Agreement is terminated howsoever before the Minimum Commitment Period has expired, the Subscriber shall pay HKBN the Cancellation Charge upon termination.
 27. Unless otherwise provided, both HKBN and the Subscriber may terminate this Agreement by giving 30 days prior written notice to the other.
 28. Upon the termination of this Agreement: i) all Charges for use of the Services up to and including the date of termination and all other amounts owing by the Subscriber to HKBN will become immediately due and payable; ii) the Subscriber shall cease to use the Equipment and Services; and iii) all licenses and other rights and privileges granted to the Subscriber including without limitation to any e-mail services shall be terminated immediately.
 29. Any termination shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implications intended to come into or continue in force on or after such termination.
 30. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior arrangements or understandings, whether oral or written, between the parties relating to the subject matter hereof.
 31. All personal data supplied to HKBN for the provision of the Services shall be subject to its Privacy Policy Statement as may be amended from time to time, a copy of which shall be available upon request.
 32. The Subscriber shall notify HKBN in writing of any changes of his personal data for the purpose of enabling HKBN to provide or continue to provide the Services to the Subscriber.
 33. HKBN reserves the right to vary, delete, modify or add to the terms of this Agreement and the tariff, amount of deposit, credit limit and the Services from time to time and such variation and/or addition shall

become effective when published or displayed or notified to the Subscriber in any manner as HKBN shall think appropriate, irrespective of whether the Subscriber has actual notice or knowledge thereof.

34. The Subscriber shall not assign or otherwise deal with its rights and obligations under this Agreement, whether in whole or in part without the written consent of HKBN.
35. HKBN may assign this Agreement or appoint any third party, including the Group Companies, to provide the Services to the Subscriber on its behalf or to perform any of HKBN's obligations under this Agreement.
36. If any provision of this Agreement is determined to be illegal, unenforceable or invalid in whole or in part for any reason, it shall be severed from this Agreement and shall not affect the enforceability of the remaining provisions of this Agreement.
37. No failure or delay on the part of HKBN to exercise any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise by HKBN of any right, power or remedy. The right, power and remedy provided herein are cumulative and are not exclusive of any right, power or remedy provided by law.
38. These Conditions shall be subject to the relevant Special Terms and Conditions and if there is any inconsistency between them, such Special Terms and Conditions shall prevail to the extent of such inconsistency.
39. Any provisions of this Agreement which by its nature extend beyond termination shall survive such termination.
40. In the course of providing the Services, HKBN may need to record verbal instructions received from the Subscriber and/or any verbal communication between the Subscriber and HKBN in relation to the Services.
41. This Agreement shall be construed in accordance with the laws of Hong Kong.
42. In the event of any discrepancy between the English and Chinese version of this Agreement, the English version shall prevail. In case of dispute, HKBN reserves the right of final decision on the interpretation of this Agreement.

UNIFIED CARRIER LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited

Name of Tariff:

Infinite Voice (the 'Service')

Description of Tariff:

The Service provides the following basic features:

Dedicated phone number, extension dialling, call forwarding, 3-way conference, caller display, call waiting, call transfer, do not disturb, call log, corporate directory, call pickup, speed dial, voicemail and voice portal for Infinite Voice subscribers.

Basic User Plans

	(per user charge):
● Standard	HK\$500 per month
● Executive	HK\$700 per month
● Operator	HK\$1,800 per month
● Conference	HK\$2,000 per month
● Mobile	HK\$300 per month

Value-added Service Charges:

● N-way conference	HK\$100 per month
● Hunting group	HK\$100 per month per number
● Directed call pick up	HK\$100 per month
● VIP ringtone	HK\$100 per month
● Sequential ring	HK\$100 per month
● Simultaneous ring	HK\$100 per month
● Multiline	HK\$200 per month per line
● Business continuity plan	HK\$100 per month
● MobileOffice	HK\$300 per month
● Auto attendant	HK\$1,000 per month per number
● Web-based receptionist	HK\$500 per month
● POE switch	HK\$1,000 per month per switch
● Group paging	HK\$100 per month
● Call recording	HK\$1,500 per month
● Meet me Conference	HK\$1,000 per month

Other Related Service Charges

	(per user charge, one-off):
● Installation fee	HK\$1,000
● External relocation	HK\$1,000
● Internal relocation	HK\$500
● Fast track order service	HK\$2,000
● Number change service	HK\$300 per number
● Change of service setting	HK\$50 per entry
● Change of service where onsite is required	HK\$500 per man-hour

Special Terms and Conditions of HKBN Infinite voice:

1. The Service is only applicable to selected customers within selected locations.
2. Contract period applies ('Contract Period').
3. If the subscriber(s) terminates any of the Value-Added Service(s) during the Contract Period, the monthly fee shall remain unchanged.
4. The above installation fee for the set up and/or provision of the Infinite Voice Service does not include any fee related to amounts charged by the building owner, building management office, incorporated owners, or any third parties.

Remark:

This Service is subject to HKBNES's prevailing General Terms and Conditions of Service and applicable special Terms and Conditions as may be amended from time to time.

Effective Date of Tariff:

Immediate

Revision History:

1st Publication on 1 Sep 2016

UNIFIED CARRIER LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited

Name of Tariff:

Enterprise SIP Trunk ("Service")

Description of Tariff:

The Service, which is Internet Protocol ("IP") routing technology based, inter-connects customer's phone system and HKBNES's network to support voice and multimedia communication services.

Service Description	Service Charges (HK\$)
Monthly Rental (per channel)	\$1,000 per Month
Monthly Rental for Caller Number Display (per trunk)	\$2,000.00 per Month
Usage Charge	\$1 per call occupancy minute
Installation	\$30,000 per Trunk per installation address
Internal Relocation	\$20,000 per Trunk per installation address
External Relocation	\$30,000 per Trunk per installation address
Reconfiguration or Change of Signaling Protocol (per Request)	\$10,000 per Trunk
Reactivation Service (within the same installation address)	\$10,000 per Trunk

Note:

1. The provision of the Service is subject to HKBNES feasibility study, network coverage, resources availability and the equipment compatibility between customer and HKBN network facilities.
2. The Minimum Contract Period of the Service is 12 months. Early Service termination before contract expiration date is subject to service cancellation charge, which is equal to the total contract sum less by service charges paid.
3. HKBNES reserves the right to terminate the provision of the Service upon 30-day prior written notice.
4. The Service is subject to HKBNES's prevailing General Conditions of services and applicable Special Conditions as published from time to time.

Effective Date

Immediate

Revision History

1st Publication on 1 Sep 2016

UNIFIED CARRIER LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited

Name of Tariff:

General Terms and Conditions of Service

Description of Tariff:

General Terms and Conditions of Service is revised with effect from 1 September 2016. Full text is attached.

Effective Date of Tariff:

1 September 2016

Revision History:

Last revision: U0022-001-MAY2016-R

GENERAL TERMS AND CONDITIONS OF SERVICE

THIS GENERAL TERMS AND CONDITIONS (“GTC”) SETS FORTH THE STANDARD TERMS APPLICABLE TO ALL SERVICES PROVIDED BY HKBN.

1. UNLESS OTHERWISE EXPRESSLY STATED, THE FOLLOWING DEFINED TERMS SHALL HAVE THE FOLLOWING MEANINGS:

- 1.1. “**Affiliate Company**” means any entity which directly or indirectly controls or is controlled by or is under the common control with a party; where control means control of at least 35% of the voting power of securities or interests in such entity.
- 1.2. “**Agreement**” means this GTC, any special terms and conditions for the corresponding Services, and Service Form(s).
- 1.3. “**Applicable Law**” means the laws of the Hong Kong Special Administrative Region.
- 1.4. “**Cancellation Charges**” mean the charges which is a genuine estimate of the loss likely to be suffered by HKBN for the early termination of Services by Customer before the expiry of Contract Period, including without limitation, total amount of the monthly fees payable for the remaining Contract Period to HKBN, any costs incurred by HKBN and any actual costs incurred by the third-party provider for the provision of Services, if applicable.
- 1.5. “**Charges**” means any charges payable by Customer to HKBN in respect of the Services, including without limitation, those charges specified in the Service Form, any additional charges set out in the Agreement, as amended by HKBN from time to time.
- 1.6. “**Commencement Date**” means the date being the earlier of:
 - a) The date notified by HKBN to Customer as the date that the Services ordered is being provided to Customer after successful testing by HKBN; or
 - b) The date when Customer begins using the Services.
- 1.7. “**Confidential Information**” means all confidential information disclosed, whether in writing or orally, directly or indirectly, by HKBN whether before or after the Commencement Date including, without limitation, information relating to the HKBN Equipment, the HKBN Software, the HKBN Network and/or the Services or HKBN’s operations, pricing, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities and business affairs.
- 1.8. “**Contract Period**” means the duration for the Services as specified in the Agreement.
- 1.9. “**Customer**” means any person including any individual, corporation or unincorporated body who apply for or use any of the Services of HKBN or to whom HKBN has agreed to provide Services.
- 1.10. “**HKBN**” means the relevant Service provider for your chosen Services as set out in the agreement, registration form, service installation form and application form, being either (i) Hong Kong Broadband Network Limited, or (ii) HKBN Enterprise Solutions Limited.
- 1.11. “**HKBN Equipment**” means any equipment, excluding software, supplied by or at the direction of HKBN to provide the Services to Customer, as specified in the Agreement.
- 1.12. “**HKBN Network**” means the network and systems owned or operated by HKBN which are used by HKBN to perform the Services.
- 1.13. “**HKBN Resources**” means any network resources owned by HKBN and are allocated to the Customer for the use of the Services. Examples are IP addresses, email addresses, internet domain, telephone numbers/ranges, etc.
- 1.14. “**HKBN Software**” means any software supplied by HKBN, including software created by third parties, to enable receipt of the Services by Customer, whether or not embedded in HKBN Equipment.
- 1.15. “**Intellectual Property Rights**” means any intellectual property rights whether registrable or not, including, without limitation, patents, trademarks, service marks, trade names, logos, get up, inventions, designs, copyrights, confidential information, trade secret and

related rights and know-how in them or licences to use any of them which may now or in future subsist anywhere in the world.

1.16. “**Service Form**” means any registration form signed by any Customer for the subscription of Services, any service form issued by the Customer to HKBN for the delivery of Services, any quotation or agreement signed by the Customer and returned to HKBN.

1.17. “**Service**” means the service to be provided by HKBN to Customer, as specified in detail in the Agreement.

1.18. “**Service Plan**” means the subscription details of the Services as described in the corresponding Agreement.

1.19. “**Service Address**” means any location from which the Services are used by Customer from time to time.

1.20. “**Service Levels**” means, in respect of the Services, the performance, availability, capacity,

response times and other levels or standards for such Services, if any, as explicitly specified in the Agreement.

1.21. In this GTC, unless the context otherwise requires:

- a) a word signifying the singular shall include the plural and vice versa;
- b) a word signifying a person shall include a company and vice versa;
- c) a term shall include the other terms signifying the same meaning; and
- d) an agreement on the part of two or more persons binds them jointly and severally.

2. PROVISION OF THE SERVICES

2.1. HKBN shall provide the Services in accordance with the Agreement and shall use reasonable endeavor to perform the Services in accordance with the Service Levels of the relevant Services.

2.2. HKBN may implement the Services with HKBN Network together with other items supplied by HKBN or other third parties which can be network connections from third party, HKBN Equipment, HKBN Software, with certain technologies (“HKBN Technology”).

2.3. HKBN does not covenant, represent or warrant to Customer, express or implied, that its provision of the Services shall be fault-free or continuous or that Services will be available from applicable requested service start dates (“**RFS Dates**”). If Customer changes or terminates the Services before the RFS Dates, Customer shall be liable for the Cancellation Charges. Customer shall not dispute such amounts and shall treat HKBN’s records as final.

2.4. The Services provided by HKBN shall be subject to other factors such as, whether Customer satisfies HKBN’s credit requirements, the Services being available at the Service Address, and any other factors that may affect, in HKBN’s sole opinion, the provision of the Services or any other business considerations of HKBN.

2.5. Customer acknowledges and agrees that HKBN has the sole discretion to determine or vary, without notice to Customer, the means of providing the Services to Customer, including using different implementation method, technology, and route of delivery of the Services to Customer, as long as the agreed Service Levels is maintained.

2.6. HKBN shall, if required, provide the Services together with the provision of HKBN Resources which include but are not limited to email addresses, internet domain names, IP addresses, numbering resources, etc. Customer acknowledges and agrees that such HKBN Resources are licensed to Customer in connection with the Services only. Unless expressly specified and agreed, Customer shall not acquire any title or right whatsoever in such resources, and Customer shall return the HKBN Resources upon the expiry or termination of the Agreement.

2.7. Customer shall be responsible for obtaining, providing and paying for his own equipment, software or any other access devices that are not provided by HKBN and may be necessary for the use of the Services (collectively “**Customer Equipment**”). Customer shall ensure at all times that the Customer Equipment be approved for connection to the Services by the relevant government department or other competent authority and Customer shall at all times comply with the conditions of such approval.

2.8. Customer acknowledges and agrees that the provision of Services and HKBN Equipment as applicable, does not involve any title transfer or transfer of Intellectual Property Rights to

Customer. Customer acknowledges that HKBN (and applicable licensors of HKBN as HKBN may determine) shall retain ownership of all right, title and interest to the HKBN Software, the Services, the HKBN Equipment, and the Intellectual Property Rights therein and thereto, and HKBN may freely make, but is not obligated to make, any modifications, enhancements, withdrawals and/or improvements without the need to share the same with Customer.

- 2.9. Customer acknowledges that Customer's licence to use the software or technology developed by third parties may be subject to additional terms and conditions imposed by the licensor of that software or technology and Customer agrees to abide by such additional terms and conditions relating to such software or technology.
- 2.10 Customer also agrees to abide by and agrees to the terms and conditions of any third party provider where any Services shall be provided by or through these third party providers.

3. CUSTOMER DEPOSIT

- 3.1. HKBN shall be entitled to a deposit from Customer as security for the due performance and observance of the Agreement, in order to start the implementation of the Services, or continue the provision of the Services.
- 3.2. A deposit will be refunded to the Customer without interest when:
 - a) the Service is terminated pursuant to clause 6; or
 - b) all of Customer's liabilities to HKBN in respect of the Services are discharged, whichever is the later.
- 3.3. HKBN shall be entitled to apply, and require Customer to replenish, the deposit or any part thereof to satisfy any amount due by Customer to HKBN.
- 3.4. HKBN shall not pay to Customer and Customer is not entitled to any interest on the deposit.

4. SERVICES AND ADMINISTRATION CHARGES

- 4.1. Customer shall pay the Charges to HKBN in accordance with the payment terms specified in the clause 5.2 and the Agreement, on or before the due date.
- 4.2. While HKBN shall act in good faith to confirm the Commencement Date of the Services, HKBN reserves the right to determine the Commencement Date. Customer acknowledges and agrees that HKBN may start charging Customer for the Services usage from the Commencement Date.
- 4.3. In the event that the tariffs imposed by the regulatory body requires HKBN to change the terms of its Services, HKBN shall be entitled to change the tariffs and terms as required and to notify the Customer within a reasonable notice period.
- 4.4. Unless otherwise stated, the Charges shall be exclusive of any duties, levies, fees or taxes applicable to the provision of the Services by HKBN and/or the receipt of the Services by Customer.
- 4.5. In addition to the Charges, HKBN reserves the right to charge Customer the following:
 - a) any additional third party charges due to Customer accessing third party telecommunications services (including, without limitation, any universal service charges imposed or confirmed by the Office of the Communications Authority or other competent government authority). HKBN may require Customer to pay to HKBN for such additional third party charges; and
 - b) any costs incurred as a result of the failure or delay of Customer which has caused HKBN delay in the implementation of Services. Such costs shall include but are not limited to any cost incurred by HKBN or any third party, any materials cost, and the internal HKBN labor or material costs.
- 4.6. Customer shall be liable for Charges during the period of suspension for maintenance unless otherwise specified by HKBN, and the Charges for the provision of the Services by HKBN notwithstanding Customer may not be able to use the Services for any reason whatsoever which is not due to the fault of HKBN including without limitation incompatibility, incompetence or failure of Customer Equipment or failure of Customer's computer to meet the basic reconfiguration requirements.

- 4.7. Unless otherwise stated, any unused usage as specified in the relevant Service Plan will not be carried forward to the following month.

5. INVOICING, PAYMENT AND DISPUTE

- 5.1. HKBN may with or without the assistance of billing agent issue monthly invoices with a list of all Charges incurred by Customer in relation to Customer's use of the Services during the period specified in each invoice to Customer. Customer acknowledges and agrees that not all of the Services used during the period covered by an invoice may be included in that invoice and that HKBN may include the Charges for such usage in any subsequent invoice.
- 5.2. With respect to the Charges specified in the invoice under the Agreement, Customer agree to the following:
- pre-determined non-recurring charges are payable by Customer in full upon signing of the Agreement, and other charges are payable by Customer in full on or before the specified due date or within thirty (30) days after the date of the invoice, whichever is earlier; and
 - all payments by Customer shall be made in the currency indicated, and paid by direct debit or other manner as specified in the Agreement and/or invoices.
- 5.3. In the event that Customer disputes any portion of an invoice, Customer must first pay the entire amount and submit a written claim for the disputed amount specifying the date, the invoice number, the amount in dispute, the reason for the dispute and relevant supporting documentation within fifteen (15) days after the date of the invoice. In the event of any dispute between Customer and HKBN relating to any charges invoiced by HKBN, the books and records of HKBN shall be conclusive evidence of those charges payable by Customer.
- 5.4. Late payment shall incur interest on the full outstanding amount of the applicable invoice at the rate of 1.5% per month from the due date until it is fully paid. HKBN reserves the right to charge Customer an administrative charge for handling the late payment.
- 5.5. HKBN may impose a credit limit for the account of Customer as determined by HKBN from time to time at its sole discretion. When the outstanding Charges payable by Customer has exceeded such credit limit, HKBN shall be entitled to suspend or terminate the Agreement and/or the provision of the Services to Customer.
- 5.6. HKBN may employ any person, including but not limited to any debt collecting agency or institutions, to collect on its behalf any outstanding sum owed by Customer to HKBN, in which case HKBN shall not be liable for any act, omission, negligence or default of any such person. Customer shall be liable to reimburse HKBN for all expenses incurred by HKBN in employing such person. Customer hereby agrees that HKBN may collect, store and disclose details of and information relating to Customer (including any transactions and dealings between the Customer and HKBN) to any person appointed by it in accordance with this Clause and Customer agrees that any such person or entity may utilise such information in the course of any business carried on by such person or entity. Customer shall indemnify HKBN for all cost and expenses incurred by HKBN in employing such person.

6. TERM, SUSPENSION AND TERMINATION

- 6.1. Unless otherwise specified, an Agreement takes effect on the date accepted by HKBN and shall continue to take effect until terminated in accordance with the provisions of this GTC.
- 6.2. Customer is required to pay for the Services for at least the Contract Period specified in the Agreement and such longer time as Customer actually uses the Services.
- 6.3. Notwithstanding any other provisions in this GTC, if prior to the expiration of its Contract Period, the Service is terminated at any time by Customer for whatsoever reason or due to Customer's breach of the Agreement, Customer must pay:
- all unpaid Charges and other charges incurred up to and including the date of termination;; and
 - any applicable Cancellation Charges.

- 6.4. The Agreement shall be automatically renewed beyond its Contract Period on a month-to-month basis at standard monthly fee unless either party sends a notice of non-renewal to the other party not less than thirty (30) days prior to expiration of the Contract Period. During the renewed period, either party may terminate the renewed Services at the end (not mid-term) of any renewed term by serving not less than thirty (30) days' prior written notice to the other party.
- 6.5. HKBN may suspend, restrict, terminate or withdraw all or a part of the Services, one or more Services, or terminate the Agreement forthwith at any time if:
- a) Customer has breached any provision of the Agreement;
 - b) Customer has failed to make a payment in accordance with **clause 5**;
 - c) the provision of the Services would in the opinion of HKBN cause HKBN or its Affiliate
Company to be in breach of any Applicable Law;
 - d) in the reasonable opinion of HKBN, Customer has used the Services in an illegal or dishonest manner;
 - e) the Services are no longer provided by HKBN;
 - f) HKBN is prohibited from supplying or is unable to supply the Services under the
Applicable Law and any applicable law in other territories;
 - g) in the case of Customer becoming insolvent, subject to a winding up proceeding, has a receiver appointed, is dissolved or in the process of dissolution, makes any arrangement for the benefit of creditors, or initiates or becomes subject to any other form of insolvency proceeding;
 - h) Customer does not fulfill its obligations under the Clause 2.7 or if in the opinion of HKBN such Customer Equipment has or is likely to cause the death of, or personal injury to, any person engaged in the running of HKBN's network or damage to the property of HKBN or impair the quality of any of the Services or any other service provided by means of HKBN's network or otherwise;
 - i) in the reasonable opinion of HKBN, there is any misuse of the Service by Customer or any other user authorised by Customer; or
 - j) HKBN is obliged to comply with an order, instruction or request of the Office of the Communications Authority or other competent government authority.
- 6.6. If HKBN has terminated or withdrawn supply of the Services under **clauses 6.5**:
- a) HKBN reserves the right to refuse to reconnect the Services or other similar Services; and
 - b) if HKBN subsequently agrees to reconnect the Services, Customer may be required to pay a re-connection fee in advance.
- 6.7. If HKBN suspends the Services for any reason under **clauses 6.5**, Customer shall continue to be liable for the payment of the outstanding Charges.
- 6.8. In case of termination of one or more Services at any time for whatever reason:
- a) Customer shall pay all Charges for use of the Services up to and including on the date of termination, the applicable Cancellation Charges and all other applicable outstanding charges to HKBN;
 - b) Customer shall cease to use all HKBN Equipment, HKBN Software and the Services provided by HKBN in relation to the Services and shall return them to HKBN undamaged and in good working condition at Customer's own cost and expenses;
 - c) Customer shall authorize and facilitate HKBN to access Service Address at reasonable times for the purpose of removing the HKBN Equipment and the HKBN Software and/or terminating the Services. HKBN reserves the right to charge Customer for on-site collection service; and
 - d) any right and/or licence granted by HKBN to Customer and its Affiliate Company to use Intellectual Property Rights in the HKBN Equipment, the Services and the HKBN Software shall immediately cease.

- 6.9. If Customer fails to return the HKBN Equipment and HKBN Software within the specified period or the HKBN Equipment is lost or damaged, Customer shall indemnify HKBN for all loss or damage to the HKBN Equipment on a full indemnity basis (including the costs incurred by HKBN for the recovery of the HKBN Equipment).
- 6.10. Any termination shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implications intended to come into or continue in force on or after such termination.

7. MODIFICATION AND MAINTENANCE OF THE SERVICES

- 7.1. HKBN reserves the right to modify, replace or discontinue the Services, the HKBN Equipment, the HKBN Software, the HKBN Network designed for the Services, provided that such modification, replacement or discontinuation does not unnecessarily materially adversely affect the overall level of performance of the Services.
- 7.2. HKBN may arrange scheduled or unscheduled suspension of the Services provided in order for HKBN to:
- a) carry out planned maintenance, repair or upgrading of any HKBN Software, any HKBN Equipment or any other equipment or facility forming part of the HKBN Network and HKBN has given Customer as much prior notice as is reasonably practicable in the circumstances; or
 - b) protect the integrity of the HKBN Network, the HKBN Software and/or the HKBN Equipment, or to carry out unplanned maintenance, repair or upgrading of any HKBN Software, any HKBN Equipment or any other equipment or facility forming part of the HKBN Network.
- 7.3. Customer agrees to provide reasonable assistance in connection with scheduled and unscheduled inspection and maintenance works that may be carried out by or at the direction of HKBN. HKBN shall give reasonable prior notice to Customer regarding scheduled inspection and maintenance works.
- 7.4. Customer shall be liable for the applicable Charges for the scheduled or unscheduled inspection or maintenance works periods.

8. CUSTOMER'S OBLIGATIONS

- 8.1. Customer shall:
- a) comply with the instructions and requirements of HKBN and its authorized agents with regard to the use of the Services, HKBN Equipment, the HKBN Software or the HKBN Network;
 - b) notify HKBN of any fault in the Services, HKBN Equipment or the HKBN Software or deterioration in the quality of the Services, HKBN Equipment or the HKBN Software;
 - c) use the Services, the HKBN Equipment and the HKBN Software in accordance with the Agreement and Applicable Law;
 - d) not use the Services, HKBN Equipment, the HKBN Software or HKBN Network:
 - (i) for any improper purpose or unacceptable use in the opinion of HKBN including but are not limited to sending abnormal high volume of traffic, transmission of malicious information or programs such as virus or worms, etc.; or
 - (ii) in any manner which is unauthorized, fraudulent or illegal; or
 - (iii) in a manner which may constitute an infringement by Customer or HKBN of the rights of any other person; or
 - (iv) in any manner that would cause HKBN to be in breach of any applicable laws or regulations; or
 - (v) to circulate, publish, transmit, distribute any unsolicited advertising or promotional information or any content (1) that is seditious, obscene, defamatory, indecent, threatening, offensive, liable to incite racial hatred,

discriminatory, menacing or in breach of confidence or any applicable law and regulation; or (2) which infringes the privacy of an individual; or (3) may cause HKBN to breach any applicable law or regulation. HKBN shall have the right to amend, block or delete any content which is transmitted or otherwise made available by Customer where any such content has, in HKBN's sole opinion, violated such conditions;

- e) not interfere with, or impede the operation of the Services, HKBN Equipment, the HKBN Software, the HKBN Network or any third party service or network, or do or not do anything which is likely to have such an effect;
- f) provide a safe access and allow HKBN staffs or its authorized agents to access Service

Address in order to conduct inspection or maintenance work upon reasonable prior notice of HKBN, provided that HKBN or its authorized agents complies with all reasonable security and confidentiality requirements notified by Customer from time to time;

- g) immediately notify HKBN of any change of address or any other particulars provided to HKBN which may affect the provision of the Services to or the collection of charges from Customer;
- h) not disclose to any person any personal identification number or password or login ID issued by HKBN to Customer or any other access method authorized by HKBN in writing from time to time;
- i) not resell, lease or transfer the Services to any third party without prior written consent of HKBN;
- j) give HKBN reasonable notice before a change in its majority control or ownership if Customer is a corporate entity;
- k) fully comply with the Acceptable Use Policy (“AUP”) (which is available at <http://www.hkbn.net/new/pdf/U0045-003-FEB2016-N.pdf>) all times as presented and updated from time to time on HKBN's official website;
and
- l) upon termination of the Services, return to HKBN or allow HKBN staff or its authorized agents to access the Service Address in order collect the relevant HKBN Equipment and/or HKBN Software.

8.2. Prior to the installation or reconfiguration of any HKBN Equipment and/or HKBN Software that may be required for the provision of Services, Customer shall backup any data or configuration in any equipment provided by Customer for the Services. HKBN shall not in any event be liable for any data loss or damages of Customer or any third party caused in the course of such installation and/or reconfiguration.

9. HKBN EQUIPMENT

9.1. HKBN will decide whether HKBN shall provide Customer with the HKBN Equipment. If HKBN Equipment is provided, Customer shall agree to the following principles and arrangements:

- a) Title to the HKBN Equipment shall always remain with HKBN but risks are transferred to
Customer upon provisioning of the same to Customer until HKBN has regained possession, or until HKBN shall transfer the title to Customer if required and in accordance with the corresponding terms & conditions in the Agreement;
- b) Customer shall ensure that, it has all consents, approvals and insurance coverage necessary or desirable to HKBN for HKBN Equipment under Customer's custody;
- c) Customer shall provide a safe and suitable physical environment at the Service Address for the storage and operation of the HKBN Equipment, including without limitation, supplying an adequate power supply and cooling facility, appropriate environmental conditions and any necessary equipment for the operation of the

- HKBN Equipment, using and operating the HKBN Equipment in a proper manner and in accordance with HKBN's instruction and user guide to be given or updated from time to time, and be liable to HKBN for any loss or damages to the HKBN Equipment;
- d) Customer shall prevent (i) the HKBN Equipment from being altered, removed, tampered with, interfered with or serviced or damaged by others, (ii) any identifying marks or numbers on the HKBN Equipment from being modified or altered, and shall not part with possession of the HKBN Equipment, except to or at the direction of HKBN and shall comply with all reasonable directions of HKBN relating to HKBN's rights of ownership in the HKBN Equipment;
 - e) Customer shall notify HKBN as soon as reasonably practicable of any damage, fault, theft or loss of the HKBN Equipment;
 - f) Customer shall not assign, transfer, convey or otherwise dispose of the relevant HKBN Equipment and/or HKBN Software without the prior written consent of HKBN;
 - g) Customer shall perform by themselves, or allow and support HKBN staff or its authorized agents to perform system upgrade for the HKBN Equipment or HKBN Software, upon reasonable prior notice of HKBN; and
 - h) Customer shall use the HKBN Equipment solely for the purposes provided in the Agreement.
- 9.2. HKBN may change, modify, remove or service the HKBN Equipment in its sole discretion.
- 9.3. Customer shall allow HKBN or its authorized agents access to the HKBN Equipment as and when reasonably required by HKBN, provided that HKBN or its authorized agents complies with all reasonable security and confidentiality requirements notified by Customer from time to time.
- 9.4. Customer shall provide safe access to the Service Address and safe conditions for HKBN's employees, agents and contractors while they are at the Service Address.
- 9.5. Customer shall be liable for any installation and/or rental fee that are mutually agreed and applicable to the HKBN Equipment provided to Service Address for the provision of the Services.
- 9.6. Upon the expiry of the Agreement or termination of Services, Customer shall stop using the HKBN Equipment, and must observe HKBN's requests for the removal or return of the HKBN Equipment. Customer shall return the HKBN Equipment to HKBN within the period specified by HKBN in good condition (fair wear and tear excepted). HKBN reserves the right to charge Customer for the on- site service at the premise(s) for collecting the HKBN Equipment;
- 9.7. HKBN shall upon the reasonable request of Customer effect all necessary repairs or reconfiguration or relocation of HKBN Equipment or on-site support to the relevant HKBN Equipment. It is expressly agreed by HKBN and Customer that HKBN shall not be subject to any liability or responsibility by reason of any delay in effecting such repair or reconfiguration or HKBN Equipment relocation or on-site maintenance. Customer shall be responsible for the relevant costs as shall be notified by HKBN unless any failure or problem is due to the default of HKBN.

10. HKBN SOFTWARE

- 10.1. Where HKBN provides HKBN Software to Customer (whether it is from third party or developed by HKBN, in conjunction with the provision of the Services or otherwise), such HKBN Software are provided on an as-is basis without any warranty, and HKBN grants Customer a non- exclusive, non-transferable, non-sub-licensable and revocable licence to use the HKBN Software for the purposes of receiving the Services prior to the expiration or sooner termination of the relevant Services, whichever is earlier.
- 10.2. Customer shall not:
- a) market, exploit or make the HKBN Software available to a third party or permit a third party to use the HKBN Software;
 - b) modify, decompile, make derivatives, decrypt, reverse engineer or disassemble the

program code or any other part of the HKBN Software or otherwise reduce the HKBN Software to human-readable form to gain access to trade secrets or confidential information inside;

- c) make unauthorized copies of the HKBN Software;
- d) delete, remove or in any way obscure any proprietary notices on the HKBN Software or any copies thereof;
- e) use the HKBN Software in unauthorized equipment; or
- f) export or import the HKBN Software or otherwise breach applicable export control laws.

11. USE OF PERSONAL DATA AND INFORMATION

- 11.1. Any information supplied by Customer to HKBN in relation to the Agreement will be subject to HKBN's Personal Data & Privacy Statement (http://es.hkbn.net/uploads/page/legal/Personal_Data_&_Privacy_Statement_Eng.pdf) which is in compliance with the Personal Data (Privacy) Ordinance, CAP 486 of the laws of Hong Kong Special Administrative Region ("Hong Kong") as amended from time to time ("PDPO"). Upon signing the Agreement, Customer hereby consents to HKBN's use of any data supplied by Customer, amongst other purpose as stated in the said Personal Data & Privacy Policy Statement, for the purpose of processing the Agreement, provision of the Services and other services to be included from time to time, credit verification, administration, collection, and operation of the Services. For details, please refer to HKBN's Personal Data & Privacy Policy Statement.
- 11.2 The Customer agrees that HKBN may use or disclose the personal information furnished by the Customer and any information and/or document relating to the Agreement to any appointed nominee, third party service provider or agent of HKBN for the purpose of (a) provisioning the Services to the Customer, (b) credit reference checks, (c) market research, (d) publication in telephone directory, (e) debt collection, (f) prevention or detection of crime, (g) disclosure as required by law or a government authority or (h) provisioning of emergency services and that HKBN shall be entitled to send or otherwise deliver to the Customer certain information in relation to any business products or services of the HKBN or any of its associated company. HKBN shall not be liable for any act, omission, negligence or default of such nominee, third party service provider or agent.

12. CONFIDENTIALITY

- 12.1. Unless expressly permitted under this **clause 12**, Customer shall not, either during or after the expiry of the Contract Period, disclose, duplicate or permit the duplication or disclosure of any Confidential Information emanating from or belonging to HKBN or its Affiliate Company, or use the same in any way other than to perform its obligations unless such duplication, use or disclosure is specifically authorized in writing by HKBN.
- 12.2. The provisions of this **clause 12** shall not apply to the disclosure of information by Customer to any person to whom Customer is compelled by law to make disclosure.
- 12.3. Customer:
- a) agrees to limit the disclosure of HKBN's Confidential Information within his own organization to his officers, employees, agents and contractors to whom disclosure is necessary for the performance of the Service;
 - b) shall ensure that such officers, employees, agents and contractors are made aware of the confidential nature of the Confidential Information of HKBN and are bound by the same or substantially similar obligations of confidentiality under written agreements as those set out in this **clause 12** and shall enforce such obligations; and
 - c) shall be responsible for any unauthorized disclosures or use of HKBN's Confidential Information made by any of his officers, employees, agents or contractors and shall take all reasonable precautions to prevent such disclosure.

13. WARRANTIES, INDEMNITIES, LIMITATION OF LIABILITY

- 13.1. Customer represents and warrants to HKBN on a full indemnity basis that it has the power and authority necessary to enter into the Agreement and to fully perform his obligations under the Agreement and shall abide by the terms and conditions herewith.
- 13.2. Customer shall submit true and complete information to HKBN and must notify HKBN promptly in writing of any changes to his details as provided to HKBN and whatsoever information requested by HKBN.
- 13.3. Except as expressly provided for herein, HKBN disclaims any and all representations and warranties, express or implied, with regard to the Services, the HKBN Software and the HKBN Equipment including, without limitation, warranties of merchantability, accuracy, fitness for a particular purpose, requirements, quality or that the Services will be uninterrupted or error free.
- 13.4. HKBN shall in no circumstances be liable to Customer or any person claiming through Customer for any loss of profit, loss of expected benefit, loss of goodwill, or other indirect, special, punitive or consequential loss, property damage, damage or injury, arising from the supply of the Services, the HKBN Software or the HKBN Equipment or any failure by HKBN to perform any obligation or observe any term of the Agreement, whether or not HKBN has been advised of the possibility of such loss, damage or injury, regardless of the form of action, whether in contract, warranty, under statute, or tort, including, without limitation, negligence of any kind.
- 13.5. HKBN's entire liability and Customer's exclusive remedies against HKBN or its Affiliate Companies for any damages arising from or incidental to any act or omission relating to the Services provided and/or the Agreement, regardless of the form of action, whether in contract, under statute, in tort or otherwise, including negligence, will be limited, for each event or series of connected events, as follows:
- a) in the case of the HKBN Equipment or the HKBN Software, at HKBN's option, to :
 - (i) the replacement of the concerned HKBN Equipment, the HKBN Software or the supply of any substitutions with the equivalent performance; or
 - (ii) the repair of such concerned HKBN Equipment and HKBN Software;
 - b) in the case of Services to the supply of the Services again.
- 13.6. Customer shall indemnify and keep HKBN, HKBN's Affiliate Companies and their respective officers, employees, agents and contractors indemnified from and against any and all losses and/or claims for injury or damage to any person or property whatsoever including all demands, proceedings, damages, liabilities, costs, charges and expenses (including but not limited to legal costs awarded on a full indemnity basis) incurred by HKBN arising out of or in connection with:
- a) any act or omission, whether or not negligent, of Customer and/or its Affiliate Companies or any of their officers, employees, agents or contractors or any breach of the Agreement; and
 - b) any claim for any loss, liability, injury or damage to any third party or property howsoever arising or liability of HKBN under any relevant law in relation to the supply of the Services including, without limitation, any claim in relation to any content transmitted using the Services, any claim for infringement of any Intellectual Property Rights or any claim arising out of or relating to the use of the Services to carry material of obscene, indecent or defamatory nature.
- 13.7. Nothing in the Agreement shall operate to exclude or restrict either Party's liability for death or personal injury caused by its negligence or fraud.

14. NOTICES

- 14.1. Any invoice or written notice from HKBN to Customer will be sent to the address or facsimile number shown on the Agreement or such other address or facsimile number as Customer may subsequently notify HKBN in writing and such invoice or notice shall be deemed served/received by Customer within 48 hours of posting or immediately upon faxing if the transmission report indicates that the fax transmission was successful.
- 14.2. For ordering, modification, change, move, renewal, upgrade, downgrade of the Services, order cancellation or service termination, Customer shall complete and sign the applicable forms as

prescribed by HKBN from time to time which shall be submitted to HKBN via its account manager.

14.3. HKBN may also issue general notices to Customer and other Customers by uploading it on HKBN's official website, and such notice shall be effective upon uploading.

14.4. Notices from HKBN relating to invoices, service completion, payments, service suspension notice and service termination notice may be sent by email.

15. SUBCONTRACTING

15.1. Customer cannot assign or novate, or otherwise dispose of its rights, interests, burdens, liabilities or obligations under the Agreement whether in whole or in part without the prior written consent of HKBN.

15.2. HKBN may assign or novate, sub-contract, or otherwise dispose of its rights, interests, burdens, liabilities or obligations under the Agreement whether in whole or in part to its Affiliate Company or third party with the prior written notice to Customer.

15.3. None of the provisions in this Agreement is intended to be for the benefit of any third party, the Agreement is not enforceable by any third party, and does not confer upon any third party any remedy, claim or rights.

15.4. Customer acknowledges and agrees that the obligations of HKBN under the Agreement may be performed by other companies nominated or engaged by HKBN. HKBN shall further have the rights to sub-contract any of its obligation to any third party.

16. WAIVER

16.1. Any waiver of a breach of any of the terms of the Agreement or of any default hereunder shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Agreement.

16.2. No failure to exercise and no delay on the part of any party in exercising any right, remedy, power or privilege of that party under the Agreement and no course of dealing between the parties shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

17. SEVERABILITY OF PROVISIONS

17.1. If any provision of the Agreement is held to be illegal, invalid or unenforceable in whole or in part in any jurisdiction, the Agreement shall, as to such jurisdiction, continue to be valid as to its other provisions and the legality, validity and enforceability of such provision in any other jurisdiction shall be unaffected.

18. NO PARTNERSHIP OR AGENCY

18.1. Nothing in the Agreement shall constitute a partnership between the parties hereto or constitute either of them as agent of the other for any purpose whatsoever.

18.2. No party shall have authority or power to bind the others or to contract in the name of or create liability against the others in any way or for any purpose save as expressly authorized in writing by that other party from time to time.

19. FORCE MAJEURE

19.1. Neither Customer nor HKBN may be held responsible for any delay or failure in performance of any part of the Services if and to the extent that it is caused by acts of god or nature (including wild animals), industrial actions, action or inaction of suppliers, war or war-like conditions, mob violence, earthquake, natural disasters, acts or failures to act of any governmental authority, unforeseen technical failure and utility failures, or any other events or circumstances beyond the reasonable control of the applicable party ("**Force Majeure**").

19.2. Clause 19.1 shall have no effect on Customer's payment obligations under the Agreement.

19.3. HKBN will give Customer notice, and Customer must give HKBN reasonable notice of any events of Force Majeure and their anticipated effect upon performance under the

Agreement. If any event of Force Majeure lasts for more than three (3) month, either party may terminate the affected Service upon twenty-four (24) hours' prior written notice to the other party. Neither party will incur any liability nor other penalties in the event a Service is terminated under this Clause 19, except Customer will be required to pay any outstanding charges in respect of the Service.

19.4. In the event that the Services or an obligation cannot be duly performed or delivered by any party hereto due to Force Majeure under Clause 19.1, then such non-performance or failure to fulfill its obligations shall be deemed not to be a breach of the Agreement by such party.

20. PUBLICITY AND ADVERTISING

20.1. Neither party may publish or use any advertising, sales promotions, press releases or other publicity which use the other party's name, logo, trademarks or service marks without the prior written approval of the other party.

20.2. Customer acknowledges and agrees that HKBN will send promotional material and/or information about related services provided by HKBN or any third party to Customer by post or email from time to time. Customer shall notify HKBN in writing if he/she does not want to receive any such material or information and HKBN will not charge any fee for this request.

21. GOVERNING LAW AND JURISDICTION

21.1. The Agreement shall be governed by, construed and take effect in accordance with the laws of the Hong Kong Special Administrative Region.

21.2. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.

22. CHANGES TO THIS GTC

22.1. HKBN may unilaterally change the terms of this GTC from time to time without prior notice to Customer.

23. PRECEDENCE OF TERMS AND CONDITIONS

23.1. If there is any inconsistency amongst this GTC, the relevant special terms and conditions for Services, and the relevant conditions in the Service Form, the following will be the order of priority: the conditions in the Service Form (highest); the relevant special terms and conditions for Services; this GTC. Any terms and conditions specific to the Agreement are applied to the Agreement only and shall not be interpreted as having permanently changed any relevant terms in the special terms and conditions for Services or this GTC.

23.2. In the event of any discrepancy between the English and Chinese version of this Agreement, the English version shall prevail. In case of dispute, HKBN reserves the right of final decision on the interpretation of this GTC.