

UNIFIED CARRIER LICENCE T
ELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited (“HKBNES”)

Name of Tariff:

i2Fax Plus

Description of Tariff:

Please refer to the Tariff attached on scope and charges for the Service.

Effective Date of Tariff:

6 July 2023

Revision History:

N/A

The above service is subject to HKBNES’s General Terms and Conditions as revised and published from time to time.

i2Fax Plus

- The Service allows the Customer to fax message(s) after the Customer logs in to the service portal.
- The Service supports facsimile to overseas recipient provided that the facsimile is subject to HKBNES's IDD 0030 service.

Service	Description	No. of Pages of Facsimile Received	No. of Pages of Facsimile Sent	Monthly Service Charges
Basic Plan	1 fax number and 1 email address assigned for receiving facsimile message(s)	3,000	N.A.	HK\$ 200 per line subscription
Standard Plan	1 fax number and 1 email address assigned for receiving facsimile message(s)	3,000	1,000	HK\$ 400 per line subscription
Premium Plan	1 fax number and 1 email address assigned for receiving facsimile message(s)	5,000	3,000	HK\$ 600 per line subscription
Additional Charge	Outgoing Fax per page			HK\$ 2 per additional page
	Incoming Fax per page			HK\$ 2 per additional page
	Additional Email Address for receiving incoming fax message (with up to maximum 5 Email Address(es))			HK\$ 30 per additional Email Address

Other Service Charges

Installation Charge	HK\$ 3,000 per line
Reconnection Fee	HK\$ 2,000 per request
Change of i2Fax Plus Number	HK\$ 2,000 per request
Fax documents to overseas	In addition to the applicable standard fee(s) per service plan, IDD per minute charge under HKBNES's 0030 Service will concurrently apply

Special Terms and Conditions

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 Customer 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 under the relevant plan. Additional IDD charges shall be chargeable to the Customer according to IDD rate plan for overseas facsimiles. All IDD charges shall be calculated on a per 1-minute basis.
 - (ii) File of fax message must be in pdf format and with size no larger than 3MB. For each fax request, it will be maximum to 5 recipients for each time.
 - (iii) HKBNES reserves all the rights and final discretion to suspend and/or terminate provision of the Service without prior notice and/or giving any reason therefor.
 - (iv) HKBNES reserves all the rights and final discretion to determine the methods and delivery route for the provision of the Service to Customer 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.

- (v) HKBNES may immediately suspend and/or terminate provision of the Services without giving notice thereof to the Customer, if in the opinion of HKBNES, the Customer 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).
- (vi) Where the Service has been suspended (whether or not at the Customer's request) within Contract Period, the Customer shall continue to pay the service fees of the Service during the suspension period and, in the event the Service is reconnected, the Customer shall pay HKBNES the Reconnection charges as may from time to time imposed by HKBNES.

3. The use of Service

- (i) Customer 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, Customer 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 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) Customer 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.
- (iv) Customer 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.
- (v) HKBNES will not be responsible for any failure of transmission of facsimile resulting from delays, non-deliveries, mis-deliveries, or service interruptions. Nonetheless, the Customer shall be responsible for all relevant charges and expenses for such transmission. Customer 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 Customer'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 Customer or any third party suffered as a result of any error disruption and/or computer virus introduced into the Customer's computer system and (iii) any claim for the disruption or suspension of the Customer'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.
- (vi) It will be the Customer's responsibilities prior to installation or reconfiguration of any Software to back up any data stored in the Customer'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 Customer or any third party caused in the course of such installation and/or reconfiguration.
- (vii) Customer shall be solely responsible for maintaining a valid Internet access service, including the payment of the relevant charges, in using the Service herein provided.
- (viii) 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.
- (ix) Customer is not allowed to use any type of process, device, codes or instructions that are designed to gain unauthorized access to the software.
- (x) HKBNES grants the right to Customer to use the Services. Customer may be either a corporation or business entity, but Customer agrees not to resell the use of the Services.
- (xi) Customer 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 Customer or any other person using the Customer's account, any claim of libel, defamation, violation of rights of privacy or publicity,

any loss of service by other customer, 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.

4. Numbers

- (i) HKBNES may assign PIN and/or Password to Customer for the use of the Service and/or any features. HKBNES may, at the option of Customer, assign a new i2Fax Plus number ("New Number") or provide a temporary i2Fax Plus number to Customer if Customer 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 Customer of such variation or cancellation where reasonably practicable to do so.
 - (iii) Customer 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 Customer to any other customer (except where the telephone number is successfully ported to other fixed network operator before such termination).
 6. Customer authorizes HKBNES to process the application for porting the Existing Number to HKBNES. Customer acknowledges and agrees that HKBNES excludes all liability to the Customer 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 Customer or any third party.
 7. 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 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.
 8. HKBNES reserves the right to the final decision on any dispute regarding the terms and conditions herein stated.
 9. 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 Customer agrees to abide by all the terms and conditions stated therein as may be in force from time to time.