## UNIFIED CARRIER LICENCE TELECOMMUNICATIONS ORDINANCE (Chapter 106)

HKBN Enterprise Solutions Limited ("HKBNES")

### Name of Tariff:

Business Broadband ("the Service")

## **Description of Tariff:**

It allows the Customer 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	N/A		
	Symmetric Band	dwidth Always-on Plan			
2M	2Mbps / 2Mbps	\$4,425			
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	N/A		
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			
2.5G	2.5Gbps / 2.5Gbps	\$111,580			
5G	5Gbps / 5Gbps	\$139,475			
10G	10Gbps / 10Gbps	\$174,343			
	Single User Plan (E	Dynamic IP Address Plan)			
10M	10Mbps / 10Mbps	\$900			
25M	25Mbps / 25Mbps	\$1,200			
50M	50Mbps / 50Mbps	\$1,600			
100M	100Mbps / 100Mbps	\$2,000	1 (Dynamic)		
200M	200Mbps / 200Mbps	\$2,300	I (Dynamic)		
300M	300Mbps / 300Mbps	\$2,500			
500M	500Mbps / 500Mbps	\$2,800			
1000M	1000Mbps / 1000Mbps	\$4,000	1		
2000M	2000Mbps / 1000Mbps	\$6,000	1		
2.5G	2500Mbps / 2500Mbps	\$8,000	1		
5G	5000Mbps / 5000Mbps	\$10,000	1		
10G	10000Mbps / 10000Mbps	\$12,000			

	Single User Plan (Fix	ed IP Address Plan)	
10M	10Mbps / 10Mbps	\$1,800	1 (Fixed)
10M	10Mbps / 10Mbps	\$1,800	
10M	10Mbps / 10Mbps	\$1,800	
25M	25Mbps / 25Mbps	\$2,400	
50M	50Mbps / 50Mbps	\$3,100	
100M	100Mbps / 100Mbps	\$4,000	
200M	200Mbps / 200Mbps	\$4,600	
300M	300Mbps / 300Mbps	\$5,000	
500M	500Mbps / 500Mbps	\$5,600	
1000M	1000Mbps / 1000Mbps	\$7,800	
2000M	2000Mbps / 1000Mbps	\$9,750	
2.5G	2.5Gbps / 2.5Gps	\$12,180	
5G	5Gbps / 5Gbps	\$15,250	
10G	10Gbps / 10Gbps	\$22,800	
	Multi Us	er Plan	
10M	10Mbps / 10Mbps	\$8,000	
25M	25Mbps / 25Mbps	\$11,000	
50M	50Mbps / 50Mbps	\$14,000	
100M	100Mbps / 100Mbps	\$18,000	8 (Fixed)
200M	200Mbps / 200Mbps	\$21,000	8 (Fixed)
300M	300Mbps / 300Mbps	\$23,000	
500M	500Mbps / 500Mbps	\$25,000	
1000M	1000Mbps / 1000Mbps	\$35,000	
2000M	2000Mbps / 1000Mbps	\$40,000	
2.5G	2.5Gbps / 2.5Gbps	\$45,000	
	Dedicated Internet Acce	ess (Share Pool) Plan	
10M	10Mbps / 10Mbps	\$8,000	
25M	25Mbps / 25Mbps	\$11,000	
50M	50Mbps / 50Mbps	\$15,000	8 (Fixed)
100M	100Mbps / 100Mbps	\$21,000	
1000M	1000Mbps / 1000Mbps	\$29,000	
	Dedicated Internet Acce	ess (Dedicated) Plan	
10M	10Mbps / 10Mbps	\$13,000	
25M	25Mbps / 25Mbps	\$18,000	
50M	50Mbps / 50Mbps	\$25,000	8 (Fixed)
100M	100Mbps / 100Mbps	\$35,000	
1000M	1000Mbps / 1000Mbps	\$49,000	
	Dedicated Internet Acce	ess (16 Fixed IP) Plan	
1M	1Mbps / 1Mbps	\$4,875	
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	16 (Fixed)	
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		
25Mbps	25Mbps / 25Mbps	\$25,000	]	
50Mbps	50Mbps / 50Mbps	\$35,000	8 (Fixed)	
100Mbps	100Mbps / 100Mbps	\$50,000		
1000M	1000Mbps / 1000Mbps	\$70,000	]	
10Gbps	10Gbps / 10Gbps	\$100,000		

## Dedicated International Bandwidth

Service Plan	Downstream/Upstream Transmission	Monthly Service Fee (HK\$) for 12-month 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	1 - 100Mbps (per location) (HK\$)	200 - 800Mbps (per location) (HK\$)	1-5Gbps (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\$)
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	\$8,000
Dedicated Internet Access (Dedicated) Plan	\$8,000
Dedicated Internet Access (16 Fixed IP) Plan	\$8,000
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\$800 per year
Router on loan rental	HK\$3,000 per month
Service Re-activation	HK\$1,500 / Order
Global Domain (*.com/*.net /*.org)	HK\$800 / Order
Local Domain (*.com.hk)	HK\$500 / Order
Local Domain (*.hk)	HK\$500 / Order
Additional Sub-Domain (*.corp.com.hk)	HK\$500 / Order
Yearly Parking Fee (Global and Local Domain)	HK\$1,000 / year
Yearly Parking Fee (additional Sub-Domain)	HK\$800 / year
Client Workstation Connection Setup (MS Windows)	НК\$600 / РС
Onsite Visit (Not due to HKBNES Facility Issues)	HK\$800 / visit
Separate / Combine Billing	HK\$1,000 / 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\$1,000 / Order
On-site Maintenance	HK\$1,500 / 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\$3,000 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 Customer'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 Service ("the Services")

- 1. Unless otherwise provided, words and expressions used herein shall have the same meaning ascribed to them in the General Terms and Conditions.
- 2. Unless otherwise agreed in writing, HKBNES will activate the Services within 3-6 weeks upon receipt of all necessary information from the Customer.
- 3. HKBNES shall use reasonable efforts to make the Services available to the Customer. HKBNES and/or a third-party provider of the Services (including but not limited to HKBN) may suspend the Services in whole or in part or limit access to the Services at any time without notice, but HKBNES shall use reasonable efforts to minimize such suspension or limitation. The Customer shall be liable for all Charges during the period of suspension or limitation unless otherwise specified by HKBNES.
- 4. HKBNES always reserves the right to expand or reduce the Services, amend the Charges or introduce new charges payable by the Customer, amend any of the terms and conditions of this Agreement, alter, modify, and/or delete any of the Services or the content without prior notice to Customer.
- 5. Customer agrees that the Services will be charged at the List Price on a month-to-month basis after the expiration of the Minimum Contract Period ("MCP"). Any device(s)/premium(s)/coupon(s) associated with the initial installation will not be re-issued. If the Customer does not wish to use any of the Services, the Customer must give 30 days prior written notice (by using the prescribed form from HKBNES) to HKBNES to terminate the Services. MCP is specified in the Order Confirmation or Tariffs. If MCP is not specified in the Order Confirmation or Tariffs, the MCP is 3 months. If any of the Services are terminated before the expiration of the MCP. The Customer shall pay the aggregate prevailing charges of the Services for the remaining term of the MCP. The monthly charge will remain unchanged during the MCP.
- 6. Customer acknowledges that HKBNES may impose, and Customer shall pay on demand cancellation charge for cancellation of order before service activation which will be the higher of the applicable installation charge (regardless of whether it is waived or not) or amount of loss or

damage suffered by HKBNES as a result of the cancellation.

- 7. Services shall only be available to the installation address as stated in the Order Confirmation. HKBNES may refuse to relocate the Services to any other address or charge the Customer a relocation charge as specified by HKBNES.
- 8. Customer acknowledges that the Contact Person specified in the Order Confirmation is its authorized representative, and HKBNES, its agents, and/or contractors may take instructions directly from the Contact Person on any matters relating to the Order Confirmation, including equipment configuration, function or feature setting, and service provisioning.
- 9. Provision of Services is subject to HKBNES gaining access to the building and Customer's premises to install the necessary facilities, including equipment and wiring, and in some situations, access to the use of any in-situ wires in Customer's building or premises. Customer shall facilitate such access including (a) liaising with the relevant building management office or building owner, data centre operator, or relevant authority, and setting cross connection charges or any surcharges that may be imposed (one-off and monthly recurring); and (b) where internal wing work is required to remove and reinstate any interior furnishings that may be affected; provide necessary tools such as construction platform and seeking permission to drill holes. HKBNES may cancel the Order Confirmation without any liability to the Customer if access is denied or necessary arrangement(s) are not made, or it is not technically or commercially feasible to install the required facilities to provide the Services.
- 10. For Business Broadband / Fibre Business Broadband / Direct Fibre Internet Services: the access speed is measured and quoted in units of Megabit per second (Mbps) or Gigabit per second (Gbps). The actual throughput for each circuit will be affected by usage levels, network configuration, coverage, and extraneous factors. HKBNES may take such action as it sees fit to ensure the throughput does not exceed the subscribed limits.
- 11. HKBNES reserves all its rights and final discretion to determine the methods and delivery route for the provision of the Services 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.
- 12. HKBNES may provide email service to the Customer. The Customer acknowledges and agrees that any e-mail address provided by HKBNES is licensed to the Customer in connection with the Services. The Customer shall not acquire any title or right whatsoever in such e-mail address. Upon service termination, HKBNES will arrange to collect the equipment(s) installed at the Customer's premises. If the equipment(s) is not retimed in good condition, the Customer will pay HKBNES charges.
- 13. HKBNES reserves all rights and final discretion to suspend and/or terminate provision of the Services without prior notice and/or giving any reason therefor.
- 14. HKBNES may assign a PIN and/or Password to the Customer to access the Services.
- 15. Specifications of broadband internet speed (100M/200M/300M/500M/1000M/2.5G/5G/10G) are based on an Internet connection from the wall plate at Customer's premises to the first piece of HKBNES' network equipment. Maximum upload/download speed to local site could be up to the specification speed (100M/200M/300M/500M/1000M/2.5G/5G/10G). For 2000M Fibre Broadband service, speed specification corresponds to the maximum download speed of 2000Mbps and maximum upload speed of 1000Mbps. The actual bandwidth that the Customer can enjoy may be affected by the Customer's hardware/ software, router specification, site traffic loading, content accessed, and other environmental factors; hence, it is normally less than the specified speed. The bandwidth to overseas sites will also be subject to the conditions of the local network there, and therefore, the bandwidth might be even less.
- 16. The Customer 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 Services (collectively "Customer Equipment").
- 17. The 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 the

Customer shall at all times comply with the conditions of such approval. HKBNES reserves the right to suspend the Services without notice if the Customer does not fulfil its obligations under this clause or if in the opinion of HKBNES such Customer Equipment has or is likely to cause the death of, or personal injury to, any person engaged in the running of the network of HKBNES and/or any third party providers of the Services (including but not limited to HKBN) or damage to the property of HKBNES or impair the quality of any of the Services or any other telecommunications service provided by means of the network of HKBNES and/or any third party providers of the Services (including but not limited to HKBN) or otherwise.

- 18. HKBNES may provide to the Customer the relevant equipment (including but not limited to Cable Modem, Network Card, Router, NAT Device and/or Antenna and Accessories) and/or software for the use of the Services in consideration of a rental fee to be payable by the Customer to HKBNES. The said rental fee shall be determined by HKBNES at its sole discretion from time to time.
- 19. The Customer shall: (a) provide suitable physical and operating environment for the relevant equipment; (b) provide adequate security to protect the relevant equipment from theft, damage or misuse and to use reasonable care in the use of the relevant equipment; (c) use the relevant equipment and/or software solely for the purposes provided; (d) obtain any consents or approval required for the installation and connection of the relevant equipment (where applicable); (e) notify HKBNES as soon as reasonably practicable of any damage, fault, theft or loss of the relevant 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 relevant equipment or any identifying marks or numbers on the relevant equipment without HKBNES' prior written consent; (h) use and operate the relevant equipment in a proper manner and in accordance with HKBNES' instruction to be given from time to time and the relevant user guide; (i) pay HKBNES at its sole discretion; (j) not use any other equipment in place of the relevant equipment without the written consent of HKBNES.
- 20. The Customer must observe HKBNES' requests for the remove or return of the relevant equipment upon termination of the Services. Upon termination of the Services, the Customer shall at its own costs and expenses return the relevant equipment to HKBNES within the period specified by HKBNES in good condition (fair wear and tear excepted). Should Customer 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 Customer'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.
- 21. Customer shall return all equipment provided by HKBNES (if applicable) to HKBNES within the specified period after termination of the Plan. If the Customer fails to return the relevant equipment or any part thereof within the specified period or the relevant equipment is loss or damaged, the Customer shall indemnify HKBNES for all loss or any damages to the relevant equipment on a full indemnity basis (including the costs incurred by HKBNES for the recovery of the relevant equipment).
- 22. The use of the relevant equipment by the Customer shall terminate upon the termination of the Services. HKBNES reserves the right to terminate the use of the relevant equipment by the Customer at any time and for whatever reasons. HKBNES will endeavour to give 30 days' prior notice for such termination.
- 23. Customer will not use and/or allow others to use the Services 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 Customer the then service fee for using the Services through such number of computer connections.
- 24. Customer will not in any event resell the Services without the prior consent of HKBNES.
- 25. Customer acknowledges that relocation of the address for the Services shall, subject to HKBNES' approval, be subject to a relocation charge as HKBNES shall stipulate from time to time.

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**Effective Date of Tariff:** Immediate

## **Revision History:**

17/08/2010, 27/03/2014, 07/08/2015, 01/09/2016, 20/07/2023