

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

The following charges shall apply to Customers of Business Line which average traffic exceeds 0.45 Erlang measured in any one month. HKBNES may, at any time upon giving prior to the Customers, impose the following charges when the usage of the Business Line by the Customer is for specific application (for example but not limit to, with high usage, etc). The Customers shall be deemed to have accepted the following charges if the Customers continue to use the Business Line after the date of notice.

Description	Service Charges (HK\$)	Project Management Charge (HK\$)
DEL Line	300 per line per month	950 per line
Hunting Line	400 per line per month	950 per line
Fax Line	300 per line per month	950 per line
Centrex	400 per line per month	950 per line
DDI Line	1,000 per line per month	950 per line
IDAP-P Line	8,000 per line per month	6,000 per line
Usage Charge	\$0.05 per minute per line (or per channel for IDAP-P)	
Number of Call Usage	\$0.05 per call attempt	
Traffic Measurement Charge	450 per month per customer	

Note: Erlang =  $\frac{\text{Total number of calls within 1-hour period} \times \text{Average holding time of each call}}{\text{(One-Hour Period)}}$

### 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:**

Immediate

**Revision History:**

Last revision: U0022-001-MAR2018-R