

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.