

**UNIFIED CARRIER LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)**

HKBN ENTERPRISE SOLUTIONS HK LIMITED (“HKBNES”)

J8. Business Broadband

(formerly known as “DataNet - Broadband WebTone”)

Effective date: 27/12/02; Revision date: 24/03/10; 13/02/12, 19/11/12, 28/01/14, 29/01/16, 18/05/18, 20/07/23

Business Broadband is a data service to support Internet Protocol (IP) based applications and services, and is provided by forming a broadband network using IP routing technology over a network infrastructure shared by user(s). The charges for Business Broadband are as follows:

	Downstream Transmission/ Upstream Transmission	Monthly Rental (HK\$)	No. of IP Address(s) Provided
Single User Plan			
2 Mbps /1 Mbps Express	2Mbps/1Mbps	\$510	1 IP Address (Dynamic)
2Mbps	2 Mbps/2Mbps	\$680	
4Mbps	4 Mbps/4Mbps	\$750	
6Mbps	6 Mbps/6 Mbps	\$970	
8Mbps	8 Mbps/8 Mbps	\$1,200	
10Mbps	10Mbps/10Mbps	\$1,400	
20Mbps	20Mbps/20Mbps	\$1,620	
35Mbps (note 3)	35Mbps/35Mbps	\$1,750	
50Mbps (note 3)	50Mbps/50Mbps	\$1,850	
100Mbps (note 3)	100Mbps/100Mbps	\$1,980	
200Mbps (note 3)	200Mbps/200Mbps	\$2,970	
300Mbps (note 3)	300Mbps/300Mbps	\$3,800	
500Mbps (note 3)	500Mbps/500Mbps	\$5,400	
1000Mbps or 1Gbps (note 3)	1000Mbps/1000Mbps or 1Gbps/1Gbps	\$14,000	
2000Mbps or 2Gbps (note 3)	2000Mbps/1000Mbps or 2Gbps/1Gbps	\$18,000	
2500Mbps or 2.5Gbps (note 3)	2500Mbps/2500Mbps or 2.5Gbps/2.5Gbps	\$22,000	
5000Mbps or 5Gbps (note 3)	5000Mbps/5000Mbps or 5Gbps/5Gbps	\$38,000	
10Gbps (note 3)	10Gbps/10Gbps	\$60,000	
Standard Plan			
2 Mbps	2Mbps/2Mbps	\$940	1 IP Address (Fixed)
4 Mbps	4Mbps/4Mbps	\$2,200	
6Mbps	6Mbps/6Mbps	\$2,280	
8Mbps	8Mbps/8Mbps	\$2,680	
10Mbps	10Mbps/10Mbps	\$2,800	
20Mbps	20Mbps/20Mbps	\$3,000	
35Mbps (note 3)	35Mbps/35Mbps	\$3,350	
50Mbps (note 3)	50Mbps/50Mbps	\$3,620	
100Mbps (note 3)	100Mbps/100Mbps	\$3,940	
200Mbps (note 3)	200Mbps/200Mbps	\$4,330	
300Mbps (note 3)	300Mbps/300Mbps	\$4,900	
500Mbps (note 3)	500Mbps/500Mbps	\$8,200	
1000Mbps or 1Gbps (note 3)	1000Mbps/1000Mbps or 1Gbps/1Gbps	\$20,000	
2000Mbps or 2Gbps (note 3)	2000Mbps/1000Mbps or 2Gbps/1Gbps	\$25,000	
2500Mbps or 2.5Gbps (note 3)	2500Mbps/2500Mbps or 2.5Gbps/2.5Gbps	\$28,000	
5000Mbps or 5Gbps (note 3)	5000Mbps/5000Mbps or 5Gbps/5Gbps	\$43,000	
10Gbps (note 3)	10Gbps/10Gbps	\$70,000	
Premium Plan			
2Mbps	2Mbps/2Mbps	\$1,980	8 IP Addresses (Fixed)
4Mbps	4Mbps/4Mbps	\$2,628	
6Mbps	6Mbps/6Mbps	\$5,368	
8Mbps	8Mbps/8Mbps	\$7,188	
10Mbps	10Mbps/10Mbps	\$8,388	
20Mbps	20Mbps/20Mbps	\$9,388	
35Mbps (note 3)	35Mbps/35Mbps	\$10,388	
50Mbps (note 3)	50Mbps/50Mbps	\$11,388	
100Mbps (note 3)	100Mbps/100Mbps	\$12,388	

200Mbps (note 3)	200Mbps/200Mbps	\$13,388
300Mbps (note 3)	300Mbps/300Mbps	\$14,388
500Mbps (note 3)	500Mbps/500Mbps	\$16,388
1000Mbps or 1Gbps (note 3)	1000Mbps/1000Mbps or 1Gbps/1Gbps	\$24,000
2000Mbps or 2Gbps (note 3)	2000Mbps/1000Mbps or 2Gbps/1Gbps	\$30,000
2500Mbps or 2.5Gbps (note 3)	2500Mbps/2500Mbps or 2.5Gbps/2.5Gbps	\$36,000

Installation Charges (HK\$):

User Plan	300 Mbps or below	500 Mbps	1000 Mbps or 1Gbps
Single User Plan	\$3,000	\$30,000	\$30,000
Standard Plan	\$3,000	\$30,000	\$30,000
Premium Plan	\$3,000	\$30,000	\$30,000

Relocation Charges (HK\$):**

Bandwidth	20 Mbps or below	35 - 300 Mbps	500 Mbps	1000 Mbps or 1Gbps
VDSL	\$3,000	-	-	
Fiber	\$3,000	\$3,000	\$30,000	\$30,000

** Charges are applicable to all relocation requests made by the Customer, irrespective of whether the Service is relocated within or outside the Customer’s existing address of installation. In general, relocation within the same room/unit is internal relocation; relocation to outside the existing room/unit is external relocation. Subject to site limitation on wiring, some cases of relocation within room/unit may be classified as external relocation.

Value-added services available on the Business Broadband service are:

Service/Activity	Charges (HK\$)
Wireless option (per line)	\$1,500 per month
Additional email account with 10 Megabytes storage	\$38 per month
Additional per-registered email storage	\$50 per Megabytes
Additional 100 Megabytes email storage	\$500 per month
Additional 1 Gigabyte email storage	\$1000 per month
Additional IP (only available to Premium Plan)	\$10,000 for 128 IP Addresses
Domain name registration or migration	\$800 per year
Router on loan rental	\$5,000 per month
Router installation charge	\$10,000 (one-off)
Router Re-configuration charge	\$10,000 (one-off)
Switch on loan rental	\$5,000 per month
Switch installation charge	\$10,000 (one-off)
Switch Re-configuration charge	\$10,000 (one-off)
Change IP address	\$800 (one-off) per line per request

Notes:

1. “Dynamic and Fixed IP addresses” – When a computer/ router is configured to use the same IP address each time it powers up, this is known as Fixed IP address. By contrast, in situation when the IP address of computer/ router is assigned automatically, it is known as a dynamic IP address and Customer may be assigned the same IP address, depending on the assignment situation from HKBNES.
2. Business Broadband Service is available to the Customer using Microsoft Windows 7 or above on their personal computers equipped with Pentium 133, 32MB memory, 100MB free disk space, and pre-installed 10/100/1000 Base-T Ethernet Card.
3. For the 35Mbps or above plans, throughput limits apply. The maximum throughput is equal to the bandwidth subscribed for each circuit except for international Internet access which is 20Mbps maximum. 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 that the throughput does not exceed the aforementioned limits.
4. Wireless Access service is available to the Customer using personal computers equipped with IEEE802.11b wireless LAN clients.
5. Request for Additional IP Addresses will only be available for Customer subscribing to the Premium Plan.
6. Domain Name Registration or Migration are available on global domain name (.com) or local (.com.hk) only.

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 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 an installation fee of the relevant equipment, the amount of which shall be determined by 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.