

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 wiring 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 returned 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 (e.g. 1000 Mbps) 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 (e.g. 1000 Mbps). 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.

26. Customer will 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 Services or network of HKBNES and/or any third party providers of the Services (including but not limited to HKBN).
27. The Customer acknowledges that the provision of the Services is subject to the reconfiguration of the Customer's computer and the installation of the relevant Customer Equipment, equipment and/or software.
28. The Customer shall authorize HKBNES or its authorized agents to reconfigure the Customer's computer to allow access to the Services and install the relevant equipment and/or software by signing a separate installation order form.
29. It will be the Customer's responsibilities prior to installation or reconfiguration of any relevant equipment and/or software to back up any data stored in his 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.
30. The Customer authorizes HKBNES or its authorized agents or any third party providers of the Services (including but not limited to HKBN) to disable any Local Area Network (LAN) card installed in Customer's computer for the provision of Services and/or for installation of the relevant equipment and/or software.
31. HKBNES reserves the right not to reconfigure the Customer's computer or install the relevant equipment or software as HKBNES deems appropriate and at HKBNES' discretion.
32. Any reconfiguration and/or installation activities for the provision of the Services shall be subject to the Customer's computer meeting the basic requirement for reconfiguration as specified in the registration form.
33. The Customer shall be liable for all Charges for the provision of the Services by HKBNES notwithstanding the Customer may not be able to use the Services for any reason whatsoever which is not due to the fault of HKBNES including without limitation incompatibility, incompetence or failure of Customer Equipment or failure of the Customer's computer to meet the basic reconfiguration requirements.
34. HKBNES will upon the reasonable request of the Customer effect all necessary repairs or reconfiguration or relocation of the relevant equipment or on-site support to the relevant equipment. It is expressly agreed by HKBNES and the Customer that HKBNES shall not be subject to any liability or responsibility by reason of any delay in effecting such repair or reconfiguration or the relevant equipment relocation or on-site maintenance. The Customer shall be responsible for the relevant costs as shall be notified by HKBNES unless any failure or problem is due to the default of HKBNES.
35. HKBNES shall have the right to require the Customer to prepay service fee upon registration of the Services (the amount of which shall be determined by HKBNES at its sole discretion) and/or at any time to require the Customer to pay a deposit as security for the due performance and discharge by the Customer of its obligations and liabilities relating to the provision of the Services or the relevant equipment or otherwise under this Agreement. The amount of the deposit shall be determined by HKBNES at its sole discretion. HKBNES reserves the right to increase the amount of the deposit from time to time. The deposit shall be retained by HKBNES free of any interest to the Customer and shall not be transferred to the Customer's other account for the Services.
36. Any unused access/usage time as specified in the relevant Plan selected by the Customer will not be carried forward to the following month and HKBNES will not give any credit or refund in respect of any failure, suspension or interruption of all or part of the Services for any reasons whatsoever.
37. Customer will abide by this Agreement for using HKBNES Service and any amendments and supplement thereto stipulated by HKBNES and any terms and conditions set out by third party providers who provide any services accessible by or through using the Services.
38. Customer will submit true and complete information to HKBNES and must notify HKBNES promptly in writing of any changes to his details as provided to HKBNES and whatsoever information requested by HKBNES.
39. Customer will not use or allow others to use the Services to circulate, publish, transmit, distribute any unsolicited promotional or advertising information or any content that is seditious, obscene, defamatory, indecent, threatening, offensive, liable to incite racial hatred, discriminatory, menacing, objectionable or for mail-spamming, junk mail and/or bulk transmission of messages to Internet users, providers or newsgroup.
40. Customer will not act, nor allow others to, act in such a way that may jeopardize or impair the provision of the Services in Hong Kong or elsewhere.

41. Customer will ensure that either he/she owns the computer or he/she has obtained the consent of the owner of the computer for HKBNES to conduct any reconfiguration and/or installation activities for the provision of the Services.
42. The Customer acknowledges and agrees that the obligations of HKBNES under this Agreement may be performed by other companies in line with HKBNES. HKBNES shall further have the rights to sub-contract any of its obligation to a third party. HKBNES shall be entitled to assign or transfer its rights hereunder to any third party.
43. Customer acknowledges and agrees that HKBNES will send promotional material and/or information about related services provided by HKBNES or any third party to Customer by post or email from time to time. Customer shall notify HKBNES in writing if he/she does not want to receive any such material or information and HKBNES will not charge any fee for this request.
44. Any notice required to be given by HKBNES to the Customer may be given by HKBNES by post, facsimile, email or any other means at the sole discretion of HKBNES. Any such notice shall be deemed to have been received and given at the time when in the ordinary course of transmission, it should have been delivered at the address to which it was sent.
45. HKBNES reserves the right to the final decision on any dispute regarding the terms and conditions herein stated.11.5 Customer agrees to abide by all the terms and conditions in the Special Terms and Conditions and General Terms and Conditions as may be in force from time to time.
46. Premiums (if applicable) are available while stocks last. To enjoy the premium, the Services must be successfully installed, and the Customer has prepaid the applicable amount. HKBNES reserves the right to replace the premium with products of the same kind without prior notice to the Customer, and the value of such replacement product, including installation (if applicable), may differ from those of the premiums. In case of any disputes, HKBNES' decision shall be final. The premium cannot be redeemed for cash and is not transferable. No refund will be made once the premium is redeemed. To enjoy the premiums, the Customer agrees that HKBNES may transfer the Customer's company contact information to a third-party service provider(s) or agent(s) for the purpose of (a) providing the premiums to the Customer: (b) for registration purposes, and/or (c) delivery and/or installation of the premium (if applicable). If delivery/installation of premiums is required, such premiums will be delivered to the Customer's installation address within 8-12 weeks after the Services commence. If delivery/installation of premiums is not required, the Customer will receive premium redemption notice by email within 8-12 weeks after the Services commence. HKBNES's decision on premium delivery methods will be final. HKBNES may not be the manufacturer/supplier of the premium offered. In that case, the ownership of the premium will be transferred to the Customer at the point of successful redemption of the premium; and any concerns on maintenance or complaints of the premiums should be directed to the manufacturer/supplier of the premiums and HKBNES is not responsible for the use of the premium. For Terms and Conditions of HKBNES Service Coupon, please refer to [https://www.hkbnes.net/support/HKBNES_Service_Coupons_TnC\(IT-Simplified\).pdf](https://www.hkbnes.net/support/HKBNES_Service_Coupons_TnC(IT-Simplified).pdf).
47. In case of any disputes, the decision of HKBNES shall be final.