

DIA: Dedicated Internet Access

DIA HA: Dedicated Internet Access High Availability

PDIA: Premium Dedicated Internet Access

CDIA: China Dedicated Internet Access

Special Terms and Conditions of DIA/DIA HA/PDIA/CDIA Service (“the Services”)

1. Special Terms and Conditions of Business Broadband Service (“URL”) shall apply in addition to below clauses.
2. Unless otherwise explicitly agreed, HKBNES will endeavour to activate the Service within 3-6 weeks upon receipt of all necessary documents from Customer.
3. The Service is only applicable to Customer upon successful registration and installation of the Service at designated non-residential buildings within network coverage of HKBNES and/or the third-party provider of Service. Customer must commit to the Service with contract terms as specified.
4. If Customer cancels the application at any time before service installation, Customer shall pay HKBNES a cancellation charge of HK\$6,800.
5. The Service will be provided at the Installation Address stated in this Order Confirmation. HKBNES may refuse to relocate the Service to another address or charge Customer a relocation charge as stipulated by HKBNES from time to time.
6. All payments shall be made within 30 days from the date of the invoice.
7. If Customer continues to use the Service after the Contract Period, Customer will be charged (i) the List Monthly Charge of the Service, and (ii) Net Monthly Charge of the Router (if subscribed).
8. Subject to Clause 9, Customer shall give 30 days’ prior written notice (by using the prescribed cancellation form provided by HKBNES) to HKBNES to terminate the Service.
9. If the Service(s) is/are terminated within the Contract Period by Customer for its convenience, or by HKBNES due to Customer’s contractual breach, Customer shall pay to HKBNES as liquidated damages the total amount of (i) the Net Monthly Charge of the Service and (ii) the Net Monthly Charge of the Router (if subscribed) payable for the remaining Contract Period.
10. All equipment (if applicable) provided by HKBNES and/or the third-party provider of Services on loan basis must be returned to HKBNES within 30 days from date of termination. If Customer does not return the equipment within the said period or in case of any loss of or damage to the equipment or any part thereof, HKBNES shall have the right to charge Customer HK\$40,000 or rates specified by HKBNES from time to time. HKBNES will either debit such amount (if applicable) directly from the credit card account registered by Customer with HKBNES or treat it as a debt payable (if applicable) by Customer without further notice.
11. Upon termination of Service, 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). If Customer requests HKBNES to attend on-site for collecting the equipment, HKBNES will make the arrangement within 2 weeks after receipt of Customer’s written notice and will charge an equipment collection fee of HK\$300.
12. HKBNES may engage Hong Kong Broadband Network Limited (“HKBN”) and/or any other third-party provider(s) to provide any or all services to Customer, including pre-sale or after sale services, marketing, provision of equipment, invoicing, collection of payment and other account related services if applicable.
13. This Order Confirmation shall be signed by an authorized officer of Customer with company chop.