

## **Special Terms and Conditions of Human Resource Management System Service ("the Services")**

1. HKBNES shall not be liable to the Customer if any Service(s) are provided after the Service Activation - Preferred Date, which is for reference only.
2. The Service(s) are directly managed and provided by Achiever Technology Limited ("Achiever") and are subject to separate terms and conditions of Achiever published on <https://www.achiever.hk/terms-and-conditions/> ("Achiever T&Cs"), which may be modified by Achiever from time to time without notice. Customer must agree to Achiever T&Cs before accessing and using Services. Customer consents for HKBNES to disclose information of Customer to Achiever to allow Achiever to collect, process and use such information for the purposes of the provision of access to and use of Services to Customer.
3. HKBNES may refer Customer's queries to Achiever for all operational or technical support questions related to the Service(s).
4. If Service(s) is/are terminated within the MCP for whatever reasons (including reduction in number of licences), Customer shall pay the total amount of the promotion monthly fees payable for the remaining MCP to HKBNES as liquidated damages as well as any administration fees from terminating the Services. Change of Service plan is not permitted except for Service upgrades. After the expiration of the MCP, the Service(s) will be on a month-to-month basis and may be terminated by either party with 30 days' written notice. The Customer shall complete the prescribed cancellation form from HKBNES for termination of Service(s).
5. Customer is solely responsible for the security of its Service(s) account and data. Customer is required to back up all its data upon termination of the Service(s). HKBNES shall not in any event be liable for any data loss, destruction, corruption, degradation (including but not limited to degradation of performance to any Customer's equipment), or damages of Customer or any third party caused in the course of providing the Services.
6. Customer will receive monthly paper bills by default and \$50 per month will be charged for each paper bill. Customer may elect to receive monthly statements electronically (e-Bills) by calling HKBNES Customer Services Hotline 128-180 at anytime. e-Bills are free-of-charge and will be sent to the Customer's email address specified in this Order Confirmation.
7. HKBNES is not responsible for any outages or non-availability of Service(s) due to Achiever or any other third party. HKBNES shall not be liable for losses and/or claims in connection with or arising from any such outages or non-availability of Service(s) due to Achiever or any other third party.
8. HKBNES may suspend and/or terminate Service(s), (i) if required to do so by law; (ii) if Achiever suspends and/or terminates the related Services for whatever reason; (iii) if Customer violates any applicable terms and conditions with respect to the Services; (iv) if Customer's use of Services in the opinion of HKBNES (A) poses a security risk, (B) may adversely impact Achiever or any third party, (C) may subject HKBNES to liability, or (D) may be fraudulent.
9. Unless otherwise specified in this Order Confirmation, Service is normally activated within 5 working days (excluding Saturdays and public holidays), upon receipt of all necessary documents from Customer.
10. For any additional Services subscribed during the MCP of the existing Service(s) ("Existing Service(s)"), the MCP of these additional Services ("Additional Service(s)") will expire concurrently with the MCP of the Existing Service(s).
11. Customers may reduce the number of Services, including any Additional Services, only after the MCP of the Existing Service(s) has expired, by providing 30 days' written notice. If Customer opts to reduce the number of Services after the expiry of the MCP, the additional Services will be terminated prior to the termination of the Existing Services.