

Special Terms and Conditions of Managed Wi-Fi Service (“the Services”)

1. The Basic Installation includes installation of required broadband router and Wi-Fi access equipment(s) no higher than 3 meters height from the floor level and maximum 1.5 meters between the 13Amps power socket and the related network equipment(s). Cabling work only applies to the Customer’s same premises at the same floor. Any installation works other than Basic Installation shall be subject to additional charges.
2. The Customer may employ an external contractor recommended by HKBNES to carry out any required installation works which is not within the Basic Installation. HKBNES will not be responsible and shall not be liable for any loss, damage, expenses, liabilities and 3rd party claims arise from such installation works.
3. The Customer agrees to make all necessary equipment(s) available and/or any instructions HKBNES may give in advance of installing any equipment necessary to deliver the Service.
4. Customer shall receive a notification which includes username and password of the Service by email. Customer shall use the username and password properly and keep it confidential. Customer shall be solely responsible and remain liable for all losses, damages, claims, costs, and expenses arising from any improper use, abuse or improper disclosure of the username and password.
5. Customer expressly acknowledges that there are and assumes all responsibility related to the security, privacy and confidentiality risks inherent in wireless communications and technology and HKBNES does not make any assurances or warranties relating to such risks.
6. The Service shall normally be activated by HKBNES within 3-6 weeks upon receipt of all necessary documents including the Managed Wi-Fi Service Supplementary Form and Managed Wi-Fi Third Party Network Connection Form from the Customer.
7. The above Plans are only applicable to Customer upon successful registration and installation of the Business Broadband Service at designated non-residential buildings within network coverage of HKBNES and/or the third party provider of Business Broadband Services. Customer must commit to the above Plans with contract terms as specified in service plan, have the broadband service successfully installed and make a prepayment of an amount as set out herein (if applicable).
8. If Customer cancels the application at any time before service installation, Customer shall pay HKBNES a cancellation charge of HK\$1,600.
9. Subject to Clause 10, Customer is required to give 30 days’ prior written notice (by using the prescribed cancellation form provided by HKBNES) to HKBNES to terminate the Plans. The termination will be effective on the last day of the termination month indicated in the prescribed cancellation form.
10. If the Plan(s) is/are terminated within the Contract Period for whatever reasons, Customer shall pay the total amount of the discounted monthly fees payable for the remaining Contract Period to HKBNES as liquidated damages.
11. All payments shall be made within thirty (30) days from the date of issuance of the invoice or statement.
12. All equipment (if applicable) provided by HKBNES and/or the third party provider of Business Broadband Services must be returned to HKBNES within 30 days after termination takes effect. 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 \$4,200 or rates specified by HKBNES from time to time. HKBNES will either debit such amount directly from the credit card account registered by Customer with HKBNES or treat it as a debt payable by the Customer without further notice.
13. The Plans shall only be made available to the service address as stated in this Order Confirmation form. Customer agrees and acknowledges that HKBNES may, at its sole discretion, refuse to relocate the Service to any other address or charge Customer a relocation charge as HKBNES shall stipulate from time to time.
14. If Customer continues to use the Plans after the Contract Period, Customer shall be charged at the Standard Monthly Fee.

15. The Customer must observe HKBNES' requests for the removal or return of the Equipment upon termination of the Service. Upon termination of the Service, the Customer shall at its own costs and expenses return the Equipment to HKBNES within the period specified by HKBNES in good condition (fair wear and tear excepted). If Customer requests 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 \$400 or any other amount as HKBNES shall deem appropriate from time to time.
16. Customer agrees that HKBNES may appoint and/or 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 and after sale services, marketing, provision of equipment, invoicing, customer services, collection of payment and other account related services if applicable.
17. This Order Confirmation form shall be signed by an authorized officer of the Customer with company chop stamped.
18. The provision of each of the service and equipment (if any) by HKBNES is governed by the General Terms and Conditions of HKBNES (please visit: hkbnes.net/en/terms.shtml), Terms and Conditions of HKBN Wi-Fi Service, Special Terms and Conditions of usage of a Third Party Business Broadband Network Service, Special Terms and Conditions of Managed Wi-Fi Service and Other Terms and Conditions as set out herein. The Customer is deemed to have accepted all applicable terms and conditions and the relevant tariffs when applying for the above services.
19. HKBNES reserves all its rights and final discretion to determine the methods and delivery route for the provision of the Service 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.
20. HKBNES accepts no liability whatsoever for any loss arising directly or indirectly from the use of the Service.