

Special Terms and Conditions of Centrex Plus Service (“the Services”)

1. Unless otherwise agreed in writing, Services will be activated by HKBNES within 3-6 weeks upon receipt of all necessary information from Customer.
2. Customer agrees that the Services will be charged at the List Price on a month-to-month basis after the expiration of the MCP. Any device(s)/premium(s)/coupon(s) associated with the initial installation will not be re-issued. If Customer does not wish to use any of the Services, 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, Customer shall pay the aggregate prevailing charges of the Services for the remaining term of the MCP. Monthly charge will remain unchanged during the MCP.
3. Customer authorises HKBNES to amend, update or complete the information in the Notice of Service Disconnection related to the Order Confirmation on its behalf whenever necessary and take such action as HKBNES considers necessary to facilitate the disconnection of services by Customer's existing service provider and the porting of telephone numbers from Customer's existing service provider to HKBNES. Customer agrees that the existing service provider will not be liable to Customer for any losses or damages suffered or incurred by Customer arising from the number porting arrangement.
4. Customer acknowledges that HKBNES may impose, and Customer shall pay on demand, (a) additional charges as per the applicable Tariff published at any time if any of the fixed lines subscribed are used for special application; (b) additional charges incurred by HKBNES due to regulatory changes or changes in interconnection charges between HKBNES and other service provider(s); and (c) 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.
5. Services shall only be made available to the installation address as stated in the Order Confirmation. HKBNES may refuse to relocate the Services to any other address or charge Customer a relocation charge as specified by HKBNES.
6. Customer acknowledges that the Contact Person specified in the Order Confirmation shall be its authorized representative and HKBNES, its agents and/or contractors may take instructions directly from Contact Person on any matters relating to the Order Confirmation including configuration of equipment, function or feature setting of the equipment and service provisioning.
7. 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 situation 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 settling cross connection charge 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 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.
8. For Business Broadband/ Fibre Business Broadband / Direct Fibre Internet Services: the access speed is measured and quoted in unit 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 that the throughput does not exceed the subscribed limits.
9. Customer acknowledges that voice communication services provided by HKBNES must not be used by lifeline user or connected to lifeline devices.
10. Customer acknowledges that HKBNES will not be able to ascertain and to provide the geographical location of the caller to the emergency service authorities for emergency call made via voice communication services provided by HKBNES. Customer must advise its geographical location to emergency service authorities during emergency call. Customer will indemnify and hold harmless HKBNES or its officers or agents against any liability, claim, loss, damage or expense arising from any event of emergency call from these services.
11. Upon service termination, HKBNES will arrange to collect the equipment(s) installed at Customer's premises. Customer will pay HKBNES charges if the equipment(s) is not returned in good condition.
12. Premiums (if applicable) are available while stocks last. To enjoy the premium, the Service must be successfully installed, and Customer has prepaid the applicable amount. HKBNES reserves the right to replace the premium with products of the same kind without prior notice to Customer, and the value of such replacement product including installation (if applicable) may differ from those of the premiums. In case of any disputes, the decision of HKBNES 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, Customer agrees that HKBNES may transfer Customer's company contact information to third-party service provider(s) or agent(s) for the purpose of (a) providing the premiums to Customer; (b) 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 Customer's installation address within 8-12 weeks after the Services commence. If delivery / installation of premiums is not required, Customer will receive premium redemption notice by email within 8-12 weeks after the Services commence. HKBNES decision on the delivery methods of the premium shall 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 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.

13. For FixIT Tokens (if applicable), the use of FixIT Tokens is subject to the Terms of FixIT Token Service (available at [hkbnes.net/web/en/support/tnc](https://www.hkbnes.net/web/en/support/tnc)). FixIT Tokens will expire after the stipulated expiry date without further notice.
14. 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)
15. In case of any disputes, the decision of HKBNES shall be final.