

Special Terms and Conditions of Number Porting (Number Switch Over) Service

1. Subscriber requests the Donor Network Operator (“DNO”) and HKBNES and/or third party provider (including but not limited to HKBN) to effect the porting of the existing telephone number (“Telephone Number”) to the network of HKBNES or third party provider (including but not limited to HKBN) with effect from the relevant Requested Cut-over Time.
2. Subject to the successful porting of the Telephone Number to HKBNES or third party provider (including but not limited to HKBN), the voice / data / fax services in relation to the Telephone Number of the DNO will be terminated with effect from the Requested Cut-over Time. The continuation of any other services provided by the DNO, if any, shall be subject to the applicable terms and conditions for such services of the DNO.
3. Subscriber understands that the porting of the Telephone Number does not affect its obligations to the DNO incurred prior to the successful porting of the Telephone Number under the applicable service terms and conditions of the DNO.
4. Subscriber understands that during the period for the Telephone Number to be ported from the DNO to HKBNES or third party provider (including but not limited to HKBN), Subscriber will not be able to use the Telephone Number, including without limitation to dialing and receiving calls.
5. The Requested cut-over Time shall be subject to the DNO’s confirmation of the information given hereunder and the technical arrangements between the DNO and HKBNES and all applicable rules and regulations including without limitation the Procedures for Handling Number Porting by Database Solution issued by the Communications Authority as updated from time to time.
6. HKBNES is hereby expressly authorized to change the Requested Cut-over Time as HKBNES may reasonably consider as appropriate.
7. Except for any liability which cannot be excluded by law, Subscriber agrees and confirms that the DNO and HKBNES and third party provider (including but not limited to HKBN) will not be liable to it or any other party in contract, tort or otherwise for any loss or damage, whether directly or indirectly, suffered by Subscriber or any other party howsoever arising from or in relation to this application and the related number porting arrangements.
8. Subscriber agrees that any information disclosed herein may be transferred to all relevant parties who may need to access such information for the purpose of processing the application herein.
9. Subscriber confirms and declares that all information provided herein are accurate and correct and Subscriber shall be wholly liable for and shall fully indemnify each of HKBNES and the DNO and third party provider (including but not limited to HKBN) against any costs, claims, demands, liabilities and expenses resulting from its breach of this clause.
10. If Subscriber requests to cancel or modify the porting application one business day before the Requested Cut-over Time, Subscriber would have to contact the DNO directly.