

## Terms & Conditions of HKBNCare+ Token Service

1. The HKBNCare+ Token Service Plan (“Plan(s)”) are only applicable to Customer upon successful registration of HKBNCare+ Token (“Service” or “HKBNCare+ Service”) within supported locations of HKBN Enterprise Solutions (“HKBNES”) and/or the third party provider of the Service (including but not limited to Hong Kong Broadband Network Limited (“HKBN”). Customer must commit to the Plan(s) with Contract Period(s) as specified in the Plan(s) and Order Confirmation form, and make a prepayment of an amount as set out herein (if applicable).
2. The Order Confirmation form shall be signed by an authorized officer of the Customer (with company chop, if applicable).
3. If Customer cancels the application at any time before service activation, Customer shall pay HKBNES a cancellation charge of \$1,600.
4. HKBNCare+ Service office hours are from Monday to Friday, 09:00 – 18:00. Non-office hours supporting service is only available with appointment in advance which will be subject to additional charge. For non-office hours supporting service from Monday to Friday, 18:01 – 24:00, the number of HKBNCare+ Token will be 1.5 times of that otherwise would be charged during normal office hours. For supporting service (i) from Monday to Friday, 00:01 – 08:59 or (ii) Saturdays, Sundays and public holidays, the number of HKBNCare+ Token will be 2 times of that otherwise would be charged during normal office hours.
5. Services will be suspended in the event of announcement of inclement weather warning, including typhoon signal No. 8 or higher and Black Rainstorm Warning.
6. Each Token can redeem one hour onsite or remote supporting service. Any service provided outside of the service scope is subject to additional fees.
7. HKBNES has the sole discretion and reserves all its rights to determine the estimation of the time and hence the number of HKBNCare+ Token(s) required for providing the Service on the individual task required by the Customer and its decision shall be final and binding.
8. Customer acknowledges and agrees that HKBNES will not be able to ascertain and to provide the Service which is out of the scope of work.
9. The Plan(s) shall only be made available to the Registered Service Address(es) as stated in this registration form. Onsite supporting service is only available to selected areas of Hong Kong.
10. Customer can start using HKBNCare+ Service upon acceptance of the service application by HKBNES.
11. Any unused Token will be forfeited upon expiration of the Service contract.
12. Customer acknowledges and agrees that it shall be responsible for all of its software and data; Customer is required to back up all its data before submitting for the Service.
13. Notwithstanding anything contained herein, HKBNES shall not be liable to the Customer for any indirect, punitive, consequential or special damages, loss of business, goodwill, anticipated savings, revenue or profits; and/or loss or corruption or destruction of data, whether or not such loss or damage were within contemplation. HKBNES’ total liability to the Customer under the Service Contract howsoever arising, whether in contract or tort shall be limited to the amount paid by the Customer to HKBNES under this Service Contract, except for death or personal injury.
14. HKBNCare+ Service does not include hardware maintenance and parts repair or replacement.
15. The Customer shall permit a local administration account for providing Service support.
16. Customer shall allow the installation and configuration of remote assistance software by HKBNES, and ensure that such installation and configuration is not prohibited by the Customer’s security restrictions or policies. The Customer acknowledges that the remote assistance software is necessary for HKBNES to provide the Service and HKBNES will not be able to provide the Service without such installation and configuration.
17. Customer must check the equipment(s) after the completion of each Service and confirm that all the equipment(s) is/are working normal in all aspects.
18. 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. 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 (if applicable).
19. The Service Plan will automatically be terminated upon the expiry of the Contract Period (if applicable).
20. Customer acknowledges that HKBNES shall have the right to suspend all or part of the Service without notice and compensation to Customer if it is in the opinion of HKBNES that the suspension and/or termination is required and appropriate for the purpose of system maintenance, safeguarding the network stability and safety.
21. Customer agrees that HKBNES may appoint and/or engage HKBN and/or any other third party provider(s) to provide any or all services to Customer, including but not limited to pre-sale and after-sale services, marketing, provision of equipment, invoicing, customer services, collection of payment and other account related services if applicable.
22. 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/tnc/T&C\\_Eng.pdf](http://hkbnes.net/tnc/T&C_Eng.pdf)), relevant Special Terms and Conditions 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.