

Special Terms and Conditions of SIP Trunk / IDAP

1. Unless otherwise stated, words and expressions used herein shall have the same meaning ascribed to them in the General Terms and Conditions of HKBNES.

2. Provision of Service

(i) The Service shall only be made available to corporate customers within Business Line network of HKBNES and/or third party provider (including but not limited to HKBN);

(ii) HKBNES reserves all its rights and final discretion to suspend and/or terminate provision of the Service without prior notice and/or giving any reason therefore; and

(iii) HKBNES reserves all its rights and final discretion to determine the methods and delivery route for the provision of the Service to Subscribers 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.

(iv) HKBNES may immediately suspend and/or terminate provision of the Services without giving notice thereof to the Subscriber, if in the opinion of HKBNES, the Subscriber causes or is likely to cause or permits any third party to cause (either by act or omission) any failure, disruption, interruption or congestion of or in any telecommunications network or services (whether of HKBNES or any other third party.)

3. The use of Service

(i) Subscriber shall be responsible for all Charges for the provision of the Service by HKBNES unless and until the Service is terminated in accordance with the terms and conditions herein.

(ii) Unless otherwise provided, Subscriber agrees to subscribe the Service for a minimum period of 12 months from the Service activation date ("Minimum Contract Period"). If the Service is terminated for whatever reasons during the Minimum Contract Period, Subscriber shall pay the monthly service fee for the remainder of the Minimum Contract Period or the set-up charge / installation charge as set out in the registration form whichever the higher.

(iii) Subscriber may terminate the Service by giving at least thirty (30) days prior written notice to HKBNES. No written confirmation will be given by HKBNES upon such termination.

4. All features to be provided under the Service can only be activated or deactivated by using a touch-tone telephone operated with dual tone multi-frequency (DTMF) dialing function.

5. Numbers

(i) HKBNES may assign PIN and/or Password to Subscriber for the use of the Service and/or any features. HKBNES may, at the option of Subscriber, assign a new telephone number ("New Number") or provide a temporary telephone number to Subscriber if Subscriber opts for porting its existing telephone number ("Existing Number") to HKBNES or third party provider (including but not limited to HKBN), the service of which will be terminated automatically after the Existing Number has been successfully ported to HKBNES or third party provider (including but not limited to HKBN).

(ii) HKBNES reserves the right to vary or cancel such New Number(s) or Existing Number at any time where such variation is required by law or for the discharge of any obligations under the provisions of the Telecommunications Ordinance (Cap. 106) or other applicable rules and regulations. HKBNES will inform the Subscriber of such variation or cancellation where reasonably practicable to do so.

(iii) Unless otherwise notified by Subscriber, Subscriber is deemed to have consented for HKBNES to include Subscriber's information including without limitation company name, corresponding address, nature of business and telephone number(s) in HKBNES's directory in order for HKBNES to provide directory enquiry services. Should Subscribers request HKBNES not to include any of its information in HKBNES's directory, Subscriber shall give prior written notice to HKBNES.

(iv) Subscriber shall be responsible for the security of any unpublished New Number or Existing Number. HKBNES will not be liable for any loss or damage sustained by Subscriber's arising out of the disclosure of such unpublished numbers.

(v) HKBNES and third party provider (including but not limited to HKBN) shall not be liable to the Subscriber or any other person for loss or damage (whether direct or indirect) resulting from delay or failure of HKBNES and/or third party provider (including but not limited to HKBN) to provide directory enquiry services or public emergency call service or in connection with number porting arrangements except to the extent required by law.

(vi) Subscriber shall not assign, transfer or otherwise dispose of the telephone number provided by HKBNES without the written consent of HKBNES.

6. Subscriber understands that the Service may be temporarily suspended in case of power failure and HKBNES shall in any such case resume the provision of the Service as quickly as practicable. Calls may temporarily not be able to be connected to "Customer Input Terminal" of Hong Kong Jockey Club through the Service.

7. Subscriber shall comply with directions given by HKBNES from time to time in relation to modifications required to any apparatus at the installation address or such other action as necessary to eliminate any interference, impediment or impairment to the Service or the Network.

8. The Subscriber shall not, nor permit any other person to alter, remove, add to, or otherwise interfere with the equipment provided by HKBNES and/or third party provider (including but not limited to HKBN) (“the Equipment”) or any identifying marks or numbers on the Equipment.

9. The Subscriber shall:

- (i) provide suitable physical and operating environment for the Equipment;
- (ii) provide adequate security to protect the Equipment from theft, damage or misuse and to provide reasonable care in the use of the Equipment;
- (iii) use the Equipment solely for the purposes provided;
- (iv) obtain any consents or approval required for the installation and connection of the Equipment (where applicable);
- (v) notify HKBNES as soon as reasonably practicable of any damage, fault, theft or loss of the Equipment.

10. Upon the termination of the Service, HKBNES shall have the right to assign the telephone number previously provided to Subscriber to any other customers (except where the telephone number is successfully ported to other fixed network operators before such termination).

11. The maintenance fee of HK\$300 or any other amount as HKBNES shall stipulate from time to time will be charged for all on-site maintenance service, unless any failure/problem is due to the default of the system or Equipment/accessories of HKBNES.

12. Subscriber authorizes HKBNES and third party provider (including but not limited to HKBN) to process the application for porting the Existing Number to HKBNES or third party provider (including but not limited to HKBN). Subscriber acknowledges and agrees that HKBNES and third party provider (including but not limited to HKBN) exclude all liability to the Subscriber and any third party arising out of or in connection with the Service and/or number porting whether in contract, tort and/or otherwise and including direct and/or indirect loss incurred by the Subscriber or any third party.

13. In the event that the Existing Number cannot be ported to HKBNES or third party provider (including but not limited to HKBN) within 60 days upon successful installation of the Service due to the incomplete, wrong or false information provided by Customer or due to any ground beyond the reasonable control of HKBNES and/or third party provider (including but not limited to HKBN), HKBNES shall have the right to charge the Customer Service Fee from the date of successful installation of the Service.