

登記「香港寬頻」寬頻互聯網上網服務(下稱「寬頻服務」)之附加條款及細則(下稱「本附加條款及細則」):

登記寬頻服務

1. 本附加條款及細則受「香港寬頻」之一般條款及細則之約束(客戶可要求索取有關條款及細則之副本)。凡登記「香港寬頻」不時提供之寬頻服務之住宅客戶(下稱「客戶」)同意其寬頻服務的登記及其持續登記寬頻服務將被視為同意遵守本附加條款及細則及「香港寬頻」之一般條款及細則及其不時生效之條款及細則。
2. 除非另有所指,本附加條款及細則用詞之含意與「香港寬頻」之一般條款及細則相同。
3. 寬頻服務的申請須經「香港寬頻」考慮及接受才能被視為正式生效。
4. 成功申請任何寬頻服務計劃(下稱「計劃」)之客戶,即可以有關之優惠使用寬頻服務。除非另有所指,「香港寬頻」保留權利隨時終止任何計劃及/或不時更改任何月費及其所有適用條款,而「香港寬頻」會盡力於該終止或更改前的30天內或在合理地切實可行的範圍內盡快向客戶給予預先通知。
5. 於一般情況下,「香港寬頻」將於收到客戶有關申請後7個工作天內處理有關計劃之登記。除「香港寬頻」同意外,任何計劃不可與其他「香港寬頻」不時提供之計劃或優惠同時享用。

更改至其他計劃

6. 除非另有所指,客戶可於「香港寬頻」同意之情況下不時轉用其他計劃。於一般情況下,「香港寬頻」將於收到客戶有關申請後7個工作天內處理有關更改計劃之登記,而有關登記之生效日期則以客戶成功登記該月之下一個月的一號開始計算。於「香港寬頻」接納有關登記後,客戶同意接受有關條款及細則(包括不時生效之條款及細則)之約束。

增值服務

7. 客戶確認及同意寬頻服務之增值服務的提供須視乎供應情況而定及受制於「香港寬頻」的酌情權。增值服務乃由「香港寬頻」及/或第三方服務供應商提供予客戶。客戶使用有關之增值服務時受有關增值服務的附加條款及細則及其不時刊出的修訂版本所約束。客戶同意遵守所有有關的條款及細則。

56K撥號互聯網上網服務

8. 於「香港寬頻」之絕對酌情權下,客戶登記任何寬頻服務計劃將可同時享用56K撥號互聯網上網服務(包括電郵服務及10MB免費儲存量服務),惟任何額外儲存費用為每MB每月港幣\$20,而任何於其後終止之寬頻服務將不會影響該56K撥號互聯網上網服務。56K撥號互聯網上網服務之上網服務費用為每小時港幣\$4,每月收費上限為港幣\$108,而PNETS附加費將不包括在內。

寬頻服務計劃的合約期

9. 於寬頻服務計劃之合約期限屆滿後,所有優惠寬頻服務月費將恢復至其基本價格。
10. 客戶只能於合約期限屆滿後更改至其他服務計劃,「香港寬頻」將收取港幣\$50或其不時訂定之手續費。
11. 於終止寬頻服務後,客戶如欲重新安裝有關服務,「香港寬頻」將收取港幣\$550或其不時訂定之安裝費。

寬頻服務的終止

12. 「香港寬頻」致力於客戶登記寬頻服務後的合理時間內提供寬頻服務予客戶。「香港寬頻」保留其所有權利及最終之決定權隨時終止客戶任何計劃之登記,而「香港寬頻」會盡力於該終止或更改前的30天內或在合理地切實可行的範圍內盡快向客戶給予預先通知。若任何計劃之登記於任何情況下被終止,客戶於有關計劃所享有之一切權利及優惠亦將一併取消。
13. 如寬頻服務於合約期限內不論任何原因被終止,客戶須支付該有關計劃所訂定之算定損害賠償或合約期限剩餘月費予「香港寬頻」(如適用者)。
14. 在本附加條款及細則第28條及任何合約期限的規限下,客戶如欲終止寬頻服務,必須給予30天之預先書面通知(須用「香港寬頻」提供之指定取消表格)予「香港寬頻」。所有由「香港寬頻」提供之器材(如適用者)亦必須於服務終止生效前交還至「香港寬頻」門市。如客戶要求「香港寬頻」提供上門服務到有關處所收回器材,「香港寬頻」將盡可能於收到客戶書面通知後2星期內作有關之安排,並會向客戶收取港幣\$300或其不時訂定之上門回收器材費。
15. 寬頻服務之正式終止日期將於「香港寬頻」收到客戶30天預先書面通知(須用「香港寬頻」提供之指定取消表格)後之下一個月的一號正式生效,惟所有由「香港寬頻」提供之硬件及/或器材(如適用者)必須已交還或已全數支付有關費用予「香港寬頻」。「香港寬頻」將不會於寬頻服務正式終止時另發通知書。

維修服務

16. 就任何性質之上門服務或上門維修服務(若有關之錯誤/問題是由「香港寬頻」之系統或器材/配件所致則除外),「香港寬頻」將收取港幣\$300或其不時訂定之服務費。

「香港寬頻」發出的通知

17. 「香港寬頻」將發放所有月結單予客戶指定之電郵地址。客戶如未能提供指定電郵地址予「香港寬頻」,「香港寬頻」將以郵寄方式發放月結單予客戶於「香港寬頻」登記之通訊地址;或如客戶欲以郵寄方式收取月結單,「香港寬頻」將收取每月港幣20或其不時訂定之手續費。
18. 客戶知悉及同意「香港寬頻」將不時透過客戶提供之指定電郵地址或通訊地址向客戶發出月結單及其他有關寬頻服務之函件,而該等月結單及函件將被視為正式通知。
19. 客戶知悉及同意「香港寬頻」將不時透過郵遞或電郵方式向客戶發出有關「香港寬頻」及/或其他第三者提供之服務資訊及/或宣傳物品。客戶如不欲收取任何有關資訊或物品則須通知「香港寬頻」,而「香港寬頻」將不會就是項要求收取任何費用。

遵從「香港寬頻」的指示

20. 客戶須遵從「香港寬頻」不時就有關處所或客戶管轄之任何地方內之儀器須進行之設定或改善工作指示或任何所需行動,藉以消除任何可能對「香港寬頻」服務或其網絡構成之干擾、妨礙或損害。

法律責任範圍

21. 客戶知悉及同意「香港寬頻」不會就以下事項承擔任何責任:(i)任何數據資料或於客戶電腦預先安裝之軟件及/或硬件之損失或損壞;(ii)任何由於客戶電腦系統上出現之錯誤、干擾或受電腦病毒入侵而導致客戶或任何第三者蒙受之任何直接或間接的收入、利潤或任何連帶的經濟損失或任何其他損失之索償;及(iii)任何客戶電腦或其任何部份受到之干擾或停止運作之索償。

使用的權限

22. 客戶不能以任何途徑利用寬頻服務運作任何伺服器類作業而向他人提供任何類型之服務。該等伺服器類作業包括但不限於運作 email server、web server、ftp server、dhcp server、proxy、usenet news、multi-user interactive forums、irc 及/或 multi-user game host。
23. 「香港寬頻」只會隨機分派一個公眾網絡位址予個別客戶,以供其連接至公眾互聯網。該等公眾網絡位址將會不時被更改,而客戶不可擅自透過任何其他方式取得多於一個公眾網絡位址。
24. 客戶不可將固定網絡位址的裝置連接予「香港寬頻」網絡。
25. 客戶不可透過任何非正式系統(「香港寬頻」授權之登入程式除外)連接予「香港寬頻」網絡。
26. 「香港寬頻」之寬頻服務可以 DOCSIS 寬頻調解器,以太網絡或任何其他技術提供予客戶。「香港寬頻」可能會將有關器材,包括但不限於寬頻調解器、接收天線及/或其他配件(如適用者)租予寬頻服務之客戶。

器材的租用

27. 「香港寬頻」將向客戶收取每月港幣\$30或其不時訂定之器材租用費,而有關器材於任何時候均屬「香港寬頻」之財產。
28. 有關器材之租用期將於寬頻服務被終止時一併終止。「香港寬頻」保留權利在任何時候及不論任何原因的情況下終止客戶租用該器材之服務,而「香港寬頻」會盡力於該終止或更改前的30天內或在合理地切實可行的範圍內盡快向客戶給予預先通知。
29. 所有由「香港寬頻」提供之器材(如適用)須於服務終止生效後的30天內交還至「香港寬頻」之客戶服務中心。如客戶未能於有關限期或之前完成交還或如有關器材或其任何部份有所遺失或損壞,「香港寬頻」將向客戶收取以下費用:i)港幣\$1,280作為寬頻調解器之費用;ii)港幣\$2,000作為接收天線及/或其他配件(如適用者)之費用及/或iii)其不時訂定之費用。「香港寬頻」將直接於客戶登記之信用卡戶口內扣除該費用(如適用者),或於不須給予進一步通知的情況下,將該費用視作為客戶須支付「香港寬頻」的債項。

其他

30. 所有有關寬頻服務計劃之任何通知,「香港寬頻」會以其認為適當之合理形式通知客戶。
31. 本附加條款及細則將根據中華人民共和國香港特別行政區法律管轄及解釋。
32. 凡提到任何性別將包括其他性別及中性;而當提到單數將包括複數,反之亦然。
33. 「工作天」指任何星期一至五,香港公眾假期除外。
34. 如有任何與計劃有關之爭議,「香港寬頻」擁有最終之決定權。

Special Terms and Conditions for Registration of Broadband Internet Access Service of Hong Kong Broadband Network Limited ("Broadband Service"):

Registration of the Broadband Service

1. These Special Terms and Conditions shall be subject to the General Terms and Conditions of Hong Kong Broadband Network Limited ("HKBN") (copy of which is available upon request). Customer who is residential customer and has registered the Broadband Service provided by HKBN from time to time ("Subscriber") is deemed to accept the terms and conditions herein and the General Terms and Conditions of HKBN as may be in force from time to time by applying for the Broadband Service and by continuing the subscription of the Broadband Service.

2. Unless otherwise provided, terms used herein shall bear the same meanings as per the General Terms and Conditions of HKBN.

3. Applications for the Broadband Service shall be subject to the review and acceptance by HKBN in order to be activated.

4. Subscriber who has successfully registered any plan under the Broadband Service ("Plan") shall be entitled to enjoy the relevant offers provided thereunder for using the Broadband Service. Unless otherwise provided, HKBN reserves the right to terminate any Plan at any time and/or vary monthly fee and all such applicable terms thereunder from time to time. HKBN endeavours to provide notification within 30 days or any other period as soon as reasonably practicable in advance of its effective date.

5. HKBN shall normally take not more than 7 Business Days upon receipt of the relevant application from the Subscriber to process the registration of any Plan. Unless otherwise agreed by HKBN, any Plan shall not be used in conjunction with other plans or other special offers as may be offered by HKBN from time to time.

Change of Plan

6. Unless otherwise provided, Subscriber may change to other Plan from time to time subject to the approval of HKBN. HKBN shall normally take not more than 7 Business Days upon receipt of the relevant application from the Subscriber to process the registration for change of Plans. The effective date of such registration shall be the first day of the following month in which the relevant Plan is successfully registered. The Subscriber agrees to be bound by those terms and conditions (as may from time to time in force) of such Plan upon acceptance by HKBN of the relevant registration.

Value Added Services

7. Subscriber understands and agrees that the provision of value added services of Broadband Service are subject to availability and discretion of HKBN. Value added services are provided to Subscriber by HKBN and/or third party service providers. Subscriber's use of value added service is subject to the special terms and conditions of the relevant value added service and all the terms and conditions stated therein as may be in force from time to time and Subscriber agrees to abide by the same.

56K Dial-up Internet Access Service

8. At the sole discretion of HKBN, Subscriber will be provided with a 56K Dial-up Internet Access Service (including email service and 10MB free storage service while any additional storage charge will be at HK\$20/MB per month) upon registration of any Plan for Broadband Service, notwithstanding any subsequent termination of the Broadband Service. The access charge of the 56K Dial-up Internet Access Service is HK\$4 per hour with a maximum charge of HK\$108 per month exclusive of any PNETS charges.

Minimum Commitment Period of the Plan

9. Upon expiry of the Minimum Commitment Period under any Plan, the monthly fee for Broadband Service will be resumed to its original price.

10. Subscriber will only be allowed to change to other Service Plan after the expiration of the Minimum Commitment Period and HKBN will charge a handling fee of HK\$50 or any other amount as HKBN shall deem appropriate from time to time.

11. Should the Subscriber re-install the Broadband Service after termination of the same, HKBN will charge an installation fee of HK\$550 or any other amount as HKBN shall deem appropriate from time to time.

Termination

12. HKBN endeavours to provide the Broadband Service upon the registration of the Broadband Service within a reasonable time. HKBN reserves all its rights and final discretion to terminate the registration of any Plan of any Subscriber. HKBN endeavours to provide notification 30 days or any other period as soon as reasonably practicable in advance of its effective date. All rights and benefits incidental to the registration under any Plan shall cease immediately upon the termination of such registration for any reasons whatsoever.

13. If the Broadband Service is terminated within the Minimum Commitment Period for any reason whatsoever, Subscriber shall pay HKBN the liquidated damages as stated in the relevant Plan (where applicable) or the monthly fees for the remaining of the Minimum Commitment Period.

14. Subject to clause 28 herein and any Minimum Commitment Period, Subscriber may terminate the Broadband Service by giving a 30 days prior written notice (in the prescribed cancellation form provided by HKBN) to HKBN. All Equipment (if applicable) provided by HKBN must be returned to HKBN's shop before the termination shall take effect. Should Subscriber request HKBN to perform on-site service at the Premises for collecting the Equipment, HKBN will try to make the arrangement within 2 weeks upon receipt of Subscriber's written notice, and may charge an Equipment collection fee of HK\$300 or any other amount as HKBN shall deem appropriate from time to time.

15. Termination will take effect on the first day of the following month after the expiry of a 30 days prior written notice (in the prescribed cancellation form provided by HKBN) to be given by the Subscriber provided that all such hardware and/or equipment provided by HKBN (if applicable) shall have been returned or fully paid to HKBN. No written notification will be issued separately by HKBN upon the effective date of termination of the Broadband Service.

Maintenance

16. In case of any on-site service or on-site maintenance service (except for any error/problem caused by HKBN's system or equipment/accessories), HKBN will charge a service fee of HK\$300 or any other amount as HKBN shall deem appropriate from time to time.

Monthly Statement issued by HKBN

17. HKBN will send all monthly statement to Subscriber's designated email account. If Subscriber provides no such email account to HKBN, HKBN will send monthly statement to Subscriber by post to his/her correspondence address registered with HKBN; or if the Subscriber opts to receive monthly statement by post, HKBN will charge a handling fee of HK\$20 per month or any other amount as HKBN shall deem appropriate from time to time.

18. Subscriber acknowledges and agrees that HKBN will from time to time send monthly statement and other correspondence in relation to the Broadband Service via the designated email account or the correspondence address as provided by the Subscriber and all those statements and correspondence will be treated as official notice.

19. Subscriber acknowledges and agrees that HKBN may from time to time send or email to Subscriber information and/or promotional materials of services provided by HKBN and/or any third party. Subscriber shall notify HKBN if he/she does not want to receive any such material or information and HKBN will not charge any fee for this request.

Compliance of directions

20. Subscriber shall comply with all directions as may be given by HKBN from time to time in relation to the settings or configuration of any apparatus in the Premises or any other place under the Subscriber's control or take such other action as necessary to eliminate any interference, impediment or impairment to the Service or the Network.

Extent of Liability

21. Subscriber acknowledge and agree that HKBN disclaims any liability for (i) any damage to or loss of data, software and/or hardware pre-installed in the Subscriber's computer; (ii) any claim for any direct or indirect loss of revenue, profit or any consequential loss whether of economic nature or any such loss the Subscriber or any third party suffer as a result of any error disruption and/or computer virus introduced into the Subscriber's computer system; and (iii) any claim for the disruption or suspension of the Subscriber's computer or any part thereof.

Prohibition of Use

22. Subscriber shall not run any server type application in providing any type of service to others in any way through the Broadband Service. Such server type application includes, but not limited to, email server, web server, ftp server, dhcp server, proxy, usenet news, multi-user interactive forums, irc and/or multi-user game host.

23. Only one public IP address is assigned dynamically to each Subscriber by HKBN for his/her connection to the public Internet. Such public IP address will be changed from time to time and the Subscriber is restricted from getting more than one public IP address by any other means.

24. Subscriber shall not connect any fixed IP device to HKBN's Network.

25. Subscriber shall not use any unofficial system (other than HKBN's authorized login system) to connect to HKBN's Network.

Provision of the Equipment

26. The Broadband Service may be made available to Subscriber through DOCSIS Cable Modem, Ethernet or any other technology. HKBN may lease the relevant Equipment including without limitation cable modem, antenna and/or any other accessories (where applicable) to Subscriber whilst it subscribes the Broadband Service.

27. HKBN will charge the Subscriber a Equipment rental fee of HK\$30 per month or any other amount as HKBN shall deem appropriate from time to time. The Equipment shall at all times remain HKBN's property.

28. The rental of the Equipment shall be terminated upon the termination of the Broadband Service. HKBN reserves the right to terminate the rental of the Equipment to Subscriber at any time and for whatever reasons and HKBN endeavours to provide notification 30 days or any other period as soon as reasonably practicable in advance of its effective date.

29. All equipment (if applicable) provided by HKBN shall be returned to HKBN's Customer Service Centre within 30 days after termination shall take effect. Any failure to return on or before the relevant due date or in case of any loss of or damage to the Equipment or any part thereof, HKBN will charge the Subscriber: i) HK\$1,280 for the cable modem, ii) HK\$2,000 for the antenna and/or its associated accessories (where applicable) and/or iii) any other amounts as HKBN shall deem appropriate from time to time. HKBN will either debit such amount directly from the credit card account registered by Subscriber with HKBN (if applicable) or treat it as a debt payable by the Subscriber without further notice.

Miscellaneous

30. Notices in relation to any Plan of the Broadband Service may be given to the Subscriber in any reasonable manner as HKBN considers appropriate.

31. These Special Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region, People's Republic of China.

32. Reference to one gender shall include the other and the neuter and reference to singular shall include the plural and vice versa.

33. "Business Day" means any Mondays to Fridays in Hong Kong except for public holidays.

34. In case of any dispute in relation to the Plan, HKBN's decision shall be final and conclusive.