

Table of contents

- Additional Special Terms and Conditions of Business
Line Service [see 48/2002]

- International Private Leased Circuit (IPLC) Service

- Additional Special Terms and Conditions of Business
Broadband Network Services [see 1/2003]

FIXED TELECOMMUNICATIONS NETWORK SERVICES LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)

Effective from 22nd May 2003, Fixed Telecommunications Network Services Licensee, Hong Kong Broadband Network Limited (referred to as 'HKBN') has amended its licence to operate both local and external telecommunication services and circuits. In accordance with General Condition 20 of Fixed Telecommunications Network Services License, HKBN hereby publishes the tariffs, terms and conditions under which it will provide the following external telecommunications services with effect from 22nd May 2003.

International Private Leased Circuit (IPLC) Service ('Service')

Service Description

The Service offers a dedicated transmission circuit between HKBN's designated termination point and the effective mid-point between the HKBN's Network and the international facilities provided by far end operator(s) for international network to eight (8) destinations, namely China / Japan / Taiwan / Singapore / Malaysia / Philippines / South Korea / USA. The Service provides a digital connectivity at bandwidth capacity up to STM1.

Charges

Countries	Bandwidth	Monthly Rental Charges (HK\$)	Installation Charge (one-off) (HK\$)
USA	T1	98,000	10,000
	E1	125,000	12,000
	DS3	882,000	135,000
	STM1	1,323,000	200,000
Other than USA	T1	49,000	10,000
	E1	60,000	12,000
	DS3	520,000	135,000
	STM1	778,000	200,000

Notes:

- The Monthly Rental Charges are quoted as 'Half Circuit' and excluding the local leased circuits or the backhaul in Hong Kong.
- Subscriber may request bandwidth and destinations other than above listed and subject to its availability and HKBN's acceptance of such request.
- Subscriber may request one-stop shop ordering and billing including the local leased circuits in Hong Kong or distant end international half circuits subject to its availability and HKBN's acceptance of such request. The Subscriber will be liable for all additional charges and expenses in relation to such arrangement.
- The NTU modem unit and any other customer premise equipment are not included in the above charges.
- The relocation charge and re-configuration charge shall be quoted on a case-by-case basis.
- The Service shall be subject to the General Terms and Conditions of HKBN, Special Terms and Conditions for the Service and Subscriber agrees to abide by all the terms and conditions stated therein as may be in force from time to time.

Special Terms and Conditions for the Service

- 1.1 The provision of the Service shall be subject to its availability from time to time.
- 1.2 HKBN shall commence the provision of the Service applied by the Subscriber as soon as possible upon acceptance by HKBN. However, HKBN shall not be liable whatsoever should any of the Service cannot be provided on any specified date.
- 2.1 The minimum period for the Service, unless otherwise specified by HKBN, shall be twelve (12) months from the date the Service is provided to the Subscriber ('Minimum Service Period'). Upon expiration of the Minimum Service Period, the Service shall continue on the same terms and conditions on a month-to-month basis unless otherwise terminated by either the Subscriber or HKBN by giving one month's prior written notice to the other.
- 2.2 Should the Subscriber terminates the Service prior to the expiry of the Minimum Service Period or the Service is otherwise terminated due to the default of the Subscriber, the Subscriber shall have to pay any shortfall equivalent to the remaining total Monthly Rental Charges up to the expiry of the Minimum Service Period.
- 3.1 All Monthly Rental Charges and/or other charges as shall be payable in advance to HKBN shall be exclusive of all applicable taxes, including without limitation to value added tax, sales taxes, duties or other levies as may be imposed by any authority, government or government agency (except income tax or other corporate taxes attributable to HKBN) from time to time or other charges, all of which shall be assumed and paid promptly when due by the Subscriber.
- 4.1 Unless otherwise provided, the Service does not include any local leased circuit no matter in Hong Kong or in the destination countries connecting the respective terminating points of the IPLC provided hereunder. The Subscriber may either obtain the relevant local leased circuit by:
 - 4.1.1 arranging for the provisioning of the relevant local leased circuit directly from an operator; or
 - 4.1.2 appointing HKBN as its agent to acquire the relevant local leased circuit from any operator on the Subscriber's behalf.
- 4.2 If the Subscriber decides to acquire the relevant local leased circuit directly from an operator, it must ensure that :
 - 4.2.1 the relevant local leased circuit is installed, tested and made available by the proposed commencement date of the Service;
 - 4.2.2 the interface between the relevant local leased circuit and the IPLC provided hereunder conforms to HKBN's technical standards and requirements for the Service from time to time;
 - 4.2.3 the operator of the relevant local leased circuit deals directly with and provides all reasonable assistance to HKBN in relation to the connection and the interworking of the relevant local leased circuit and the Service; and
 - 4.2.4 the Subscriber will be directly responsible to the relevant operators for all charges in connection with such local leased circuits and/or any other services or equipment provided by these operators.
- 4.3 If the Subscriber wishes HKBN to arrange for the relevant local leased circuit to be provisioned:
 - 4.3.1 it will notify HKBN of its request;
 - 4.3.2 HKBN may elect if it wishes to arrange the relevant local leased circuit; and
 - 4.3.3 if HKBN elects to arrange the relevant local leased circuit, it is automatically appointed as the agent of the Subscriber to enter into such arrangements with an operator as the case may be and the Subscriber shall fully indemnify HKBN for all costs and expenses incurred in relation thereto.

- 4.4 The Subscriber shall ensure that HKBN and/or the relevant local leased circuit operators have access to the Subscriber's premises at reasonable hours on giving reasonable notice for all purposes in relation or incidental to the provision of the Service herein.
- 5.1 The Subscriber, without the prior written consent of HKBN, shall not, nor allow any person to:
- 5.1.1 attach anything directly or indirectly to the IPLC; or
 - 5.1.2 place anything in digital, electrical and/or optical connection or otherwise with the IPLC; or
 - 5.1.3 place or use anything in a way in relation to the IPLC such that it is capable of transmitting, fitting or receiving any message or communication to or from the IPLC.
- 6.1 If the Subscriber applies for any upgrade or downgrade or otherwise alter any IPLC, HKBN may have the sole discretion to amend the terms and conditions for the provision thereof, including without limitation to the charging of handling or rearrangement fees as it shall deem appropriate. In any event, HKBN is not bounded by any such Subscriber's request. In the event that the Subscriber cancels any such application before completion of such alteration, the Subscriber would still be responsible for all work done and shall indemnify HKBN for all costs and expenses incurred in relation thereto.
- 7.1 HKBN does not under this Agreement or as a result of the provision of the Services assign any intellectual property rights of HKBN or any third party to the Subscriber.
- 8.1 The Subscriber may be required to install Equipment at such Charges as shall be decided by HKBN from time to time in order to obtain access to the Service.
- 8.2 The Subscriber shall be responsible for the safe-keeping and proper use of any Equipment, and shall be liable to HKBN for any loss or damage to the Equipment.
- 8.3 The Subscriber shall
- (a) at its own costs and expenses, provide, supply or arrange for the supply of air-conditioning, electricity and other utility services and environmental conditions required by HKBN at the Premises or reasonably necessary to operate the Equipment and to support at the Service;
 - (b) notify HKBN immediately of any damage, fault, theft or loss of the Equipment;
 - (c) not use or allow any person to use the Equipment for any purpose other than the purpose for which it was provided;
 - (d) not alter, tamper with or attempt to repair the Equipment in any way without HKBN prior consent;
 - (e) not use the Equipment in any manner which would interfere with the efficient operation of any telecommunications network or service;
 - (f) not connect any Equipment to any other equipment or service without the prior written consent of HKBN;
 - (g) neither alter nor move any Equipment, nor do anything likely to damage or adversely affect the performance of any Equipment, nor deface any words or signs on it, nor permit any other person (except a person authorized by HKBN) to do so.
- 9.1 Without the written consent of HKBN, save to the extent that such announcement or disclosure is required by law or by any supervisory or regulatory body that it is necessary to comply, the Subscriber shall not use the Confidential Information other than for the purposes of this Agreement and/or shall not make any announcement or disclose any Confidential Information to any third party. In this Agreement, Confidential Information means any information (in whatever format) in relation to the business affairs, Subscribers secrets, know-how and personnel of HKBN including without limitation to any terms regarding the provision of the Services between HKBN and the Subscriber.

- 10.1 All payment made shall be non-refundable and non-transferable. All payment to be made shall be without any deduction or set-off.
- 10.2 The exercise of HKBN's rights to suspend all or any part of the Service shall be without prejudice to any other rights or remedies available under this Agreement and does not constitute a waiver of HKBN's right to subsequently terminate this Agreement.
- 10.3 Each indemnity in this Agreement is a continuing indemnity, separate and independent from the other obligations of the Parties and survives termination, suspension or expiration of this Agreement.
- 10.4 In addition to these Special Terms and Conditions, the Subscriber shall also be bound by the General Terms and Conditions for services provided by HKBN. In case of inconsistency between them, these Special Terms and Conditions shall prevail to the extent of such inconsistency.

FIXED TELECOMMUNICATIONS NETWORK SERVICES LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)

In accordance with General Condition 20 of Fixed Telecommunications Network Services License, HKBN (referred to as 'HKBN') hereby publishes the following additional tariffs, terms and conditions for the provision of Business Line Service and Business Broadband Network Services with effect from 26th May 2003.

Additional Special Terms and Conditions of Business Broadband Network Services

Upon the submission of the duly signed subscription form for the Service to HKBN but before the installation of the Service, HKBN reserves all rights to charge Subscriber a handling charge of HK\$1,200.00 or any amount as shall be determined by HKBN from time to time, if Subscriber requests to withdraw the application for the Service.

Additional Special Terms and Conditions of Business Line Service

Upon the submission of the duly signed subscription form for the Service to HKBN but before the installation of the Service, HKBN reserves all rights to charge Subscriber a handling charge of HK\$475.00 or any amount as shall be determined by HKBN from time to time, for each and every line the Subscriber requests to be withdrawn from the activation of Service.