

**UNIFIED CARRIER LICENCE**  
**TELECOMMUNICATIONS ORDINANCE (Chapter 106)**

Hong Kong Broadband Network Limited (“HKBN”) hereby publishes following tariff pursuant to its tariff publication requirement as set out in Special Condition 7 of its Unified Carrier Licence.

**Name of Tariff:**

Acceptable Use Policy – Enterprise Solutions

**Description of Tariff:**

Refers to Annex

**Effective Date of Tariff:**

5 February 2016

**Revision History:**

First Publication on 4<sup>th</sup> February 2016

## ANNEX

### Acceptable Use Policy – Enterprise Solutions

#### 1. GENERAL

- 1.1. This Acceptable Use Policy (“Policy”) outlines those categories of activities of the Customers that are not allowed by Hong Kong Broadband Network Ltd. (“HKBN”), for the related products and Services. This Policy is in addition to any restrictions that a Customer may be already subject to by any Agreement executed between a Customer and HKBN. HKBN may modify this Policy at any time which shall become effective when it is being posted to: <http://www.hkbn.com.hk/acceptable-use-policy.php>.
- 1.2. Unless otherwise stated, capitalized terms have the meaning stated in the applicable agreement between Customer and HKBN.

#### 2. ACTIVITIES NOT ALLOWED

- 2.1. Customer agrees not to, and not to allow third parties (including their end users, if applicable) to use the Services:
  - a) to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisements or other solicitations (“spam”)
  - b) to violate, or encourage the violation of, the legal rights of others (for example, this may include allowing end users to infringe or misappropriate the intellectual property rights of others in violation of the Digital Millennium Copyright Act);
  - c) to engage in, promote or encourage illegal activity;
  - d) for any unauthorized, unlawful, invasive, infringing, harassing, defamatory or fraudulent purpose, for example, this may include:
    - any unauthorized network monitoring or sniffing in which the data is not intended for the Customer
    - phishing,
    - sending emails with falsified or obscured information (e.g. encoded or “obfuscated URLs”)
    - creating a pyramid scheme,
    - mirroring a website
    - circumvent or attempt to circumvent Customer authentication or security of any host, network, or account (“cracking”)
    - transmit, receive or store any copyright-infringing, use of intellectual property right without proper authorization or obscene material
  - e) to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, denial of service attacks, or other items of a destructive or deceptive nature;
  - f) to interfere with the use of the Services, or the equipment used to provide the Services, by Customers, authorized resellers, or other authorized users;
  - g) to disable, interfere with or circumvent any aspect of the Services; or
  - h) to use the Services, or any interfaces provided with the Services, to access any other Google product or service in a manner that violates the terms of service of such other Google product or service.
- 2.2. HKBN may, without giving advance notice, filter and remove any suspected spam or virus-infected emails or materials. However, HKBN shall not be responsible or liable if such materials has not been filtered or removed.
- 2.3. If a Customer originates a Denial of Service (“DOS”) attack, HKBN shall have the right to blackhole the relevant IP address originating the attack immediately without any notice and without any liability to Customer.
- 2.4. If a Customer is victim of DOS or DDOS toward identified IP address, HKBN shall have the right to filter or blackhole the relevant IP address immediately without any notice and without any liability to Customer in order to reduce customer impact.

#### 3. FAIR USAGE

- 3.1. Certain resources in HKBN, such as international internet upstream bandwidth, is shared by all our Customers. In order to ensure our Customers can enjoy the best possible experience, a fair usage policy is applied as follows:

- a) Customers are ensured with fair access to the shared resources all times;
  - b) HKBN shall apply measures to ensure that our network performance is not adversely effected by extreme usage.
- 3.2. HKBN may monitor usage of the Customers on the corresponding resources. If in our reasonable opinion, the use of those resource of certain Customer is excessive or unreasonable (e.g. certain Customer has been continuously utilizing high bandwidth of international internet upstream), we may manage access of the resource in a reasonable manner (for example, apply rate limiting or adjust the priority of that Customer to the resources).

#### **4. CONSEQUENCE OF HKBN ACTIONS**

- 4.1. If HKBN has exercised its right of taking any actions as mentioned above, Customers shall still be liable to pay for the corresponding Charges.
- 4.2. After taking any actions as mentioned above, HKBN shall also have the rights to request Customer to implement certain improvement plans. If there is no improvement and the violation of this policy continues, Customer shall be deemed to be in default of the material or important term of the applicable terms and conditions between Customer and HKBN. HKBN shall then be entitled to terminate the corresponding Agreement and Customer shall be liable to pay HKBN all Charges for use of the Services up to and including the date of termination, any early termination charges arising therefrom and details of such early termination charges that may be applied and all other applicable outstanding charges to HKBN.