

UNIFIED CARRIER LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)

Hong Kong Broadband Network Limited

Name of Tariff:

Home Broadband Internet Access Service ("Broadband Service")

Description of Tariff:

Customers can choose from a wide range of Fibre-To-The-Home (FTTH) and Fibre-To-The-Building (FTTB) fixed broadband services to access the Internet at the speed ranging from 100M to 10000M.

The previous Rate Tables of the Broadband Service are revised herein.

Effective Date of Tariff:

Immediate

Revision History:

Previous revision: U0045-001-FEB2018-R

Special Terms and Conditions of Home Broadband Internet Access Service
("Broadband Service")

Application 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") (which is available at www.hkbn.net/tnc/en/general.html). Customer who is a residential customer and has registered for Broadband Service provided by HKBN ("Subscriber") is deemed to accept the terms and conditions herein, as well as the General Terms and Conditions of HKBN that are in effect from time to time whenever he/she applies for the Broadband Service and chooses to continue subscribing to the Broadband Service.
2. Unless otherwise provided, terms used herein shall bear the same meanings as described in the General Terms and Conditions of HKBN.
3. Unless otherwise stated, HKBN reserves the right to terminate any plan under the Broadband Service ("Plan") at any time and/or vary the monthly fee and all such applicable terms thereunder from time to time.
4. Subscriber understands that the Broadband Service shall only take effect after HKBN has approved his/her application. HKBN's decision on whether to accept Subscriber's application for the Service shall be final and conclusive.
5. Subscriber who has successfully registered any Plan shall be entitled to enjoy the relevant offers provided thereunder for using the Broadband Service. HKBN endeavours to provide the Broadband Service within a reasonable time after completing registration of the Broadband Service. Under normal circumstances, HKBN shall require not more than 7 Business Days upon receipt of the relevant application from the Subscriber to process the registration of any Plan. HKBN endeavours to provide notification within 30 days or any other period as soon as reasonably practicable in advance of the Plan's effective date.
6. HKBN reserves all its rights and final discretion to terminate the registration of any Plan of any Subscriber. All rights and benefits incidental to the registration under any Plan shall cease immediately upon the termination of such registration for any reason whatsoever.
7. Subscriber understands that upon completing registration to a Plan, he/she shall not be entitled to any other offers and that the Plan cannot be used in conjunction with other plans or promotional offers as may be offered by HKBN from time to time.
8. "Business Day" means any Mondays to Fridays in Hong Kong except for public holidays.

Minimum Commitment Period of the Broadband Service Plan

9. Upon expiry of the Minimum Commitment Period (as defined in the HKBN General Terms and Conditions) of the contract under any Plan, the monthly fee will be adjusted to the standard monthly fee as set out by HKBN.
10. If Subscriber terminates the subscribed Broadband Service within the Minimum Commitment Period for whatever reason, HKBN reserves the right to charge the Subscriber a stipulated standard installation fee for the Service at its own discretion.
11. If the Subscriber terminates the subscribed Broadband Service or the Plan(s) at the installation address within the Minimum Commitment Period for whatever reason, Subscriber shall pay as liquidated damages to HKBN the total amount of the special monthly fees payable for the remaining commitment period. If Subscriber terminates the Plan(s) as a result of moving to an area outside of HKBN's service coverage, the liquidated damages payable shall be calculated as the sum of the following amounts : (i) any previously waived installation charge or any difference between the standard installation fee and installation fee paid; and (ii) if applicable, pro-rata listed price of the premium which is calculated based on the remaining months of the Minimum Commitment Period (e.g. if the listed price of the premium is HK\$2,400, Minimum Commitment Period is 24 months, and the Subscriber terminates the Service 6 months prior to the end of the Minimum Commitment Period, the pro-rata calculation will be as follows : $\text{HK\$2,400} / 24 \times 6 = \text{HK\$600}$). The listed price of premium shall be the amount as set out by HKBN. Subscriber agrees that HKBN can offset the liquidated damages with prepayment (or any part thereof) of related service and Subscriber shall pay the remaining balance of liquidated damages after this offset, if applicable. The above liquidated damages are a genuine pre-estimate of loss and not a penalty charge. All offers in the Plan(s) will also be terminated.

Change of Plan

12. The Plan cannot be changed during the Minimum Commitment Period. If Subscriber changes the Plan upon expiration of the Minimum Commitment Period, HKBN will charge a stipulated administration fee.

Value Added Services

13. Subscriber understands and agrees that the provision of value added services of Broadband Service is subject to availability and the discretion of HKBN. Value added services are provided to the 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 that may be in effect from time to time. Subscriber agrees to be bound by these respective terms and conditions.

Monthly Statement issued by HKBN

14. HKBN will send all monthly statements to the Subscriber's designated email account. If Subscriber provides no such email account to HKBN or Subscriber opts to receive monthly statement by post, HKBN will send the monthly statement to Subscriber by post to his/her correspondence address registered with HKBN and HKBN will charge a stipulated handling fee.
15. Subscriber acknowledges and agrees that HKBN will from time to time send monthly statements and other correspondence in relation to the Broadband Service via the designated email account or the correspondence address as provided by the Subscriber, where all correspondence will be distributed as official notice.
16. Subscriber acknowledges and agrees that HKBN may from time to time send or email to the 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.

Maintenance

17. HKBN will charge a stipulated maintenance fee for all on-site maintenance service, unless any failure/problem is due to the failure of the system or equipment/accessories of HKBN.
18. Should Subscriber require re-installation of the Broadband Service due to any change of installation address, HKBN will charge a stipulated installation fee for the service relocation.

Compliance with HKBN's Guidelines

19. Subscriber shall comply with guidelines given by HKBN from time to time in relation to modifications required to any apparatus at the Premises or such other actions that are necessary to eliminate any interference, impediment or impairment to the Service or the Network.

Termination of Broadband Service

20. If Subscriber terminates the Broadband Service, Subscriber is required to give at

least 30 days' prior notice to HKBN (if applicable). All Equipment (if applicable) provided by HKBN must be returned to HKBN shops (for shop locations, please refer to hkbn.net/shop/en) within 30 days after termination date of the Plan(s). Should Subscriber request HKBN to perform on-site service at the Premises for collecting the Equipment, HKBN will endeavour to make the arrangement within 14 days upon receipt of the Subscriber's written notice, and HKBN may charge a stipulated Equipment collection fee. If Subscriber does not return the Equipment within the said period or in case of any loss of or damage to the Equipment or any part thereof, HKBN will charge Subscriber a stipulated charge for the Equipment (for details, please refer to hkbn.net/charge). HKBN will either debit such amount directly from the credit card account registered by the Subscriber with HKBN (if applicable) or handle it as debt payable by Subscriber without further notice and such amount will be recorded in Subscriber's HKBN account (if applicable).

21. Termination will take effect on the next day after 30 days following the receipt of the 30 day termination notice given by the Subscriber. No written notification will be issued separately by HKBN after the Broadband Service has been terminated.
22. Should Subscriber wish to re-install the Broadband Service after termination of the Plan, HKBN will charge a stipulated installation fee.

Extent of Liability

23. Subscriber understands and accepts that HKBN disclaims any liability for (i) any damage to or loss of data, software and/or hardware pre-installed in 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 may suffer as a result of error, disruption and/or computer virus introduced into Subscriber's computer system; and (iii) any claim for the disruption or suspension of Subscriber's computer or any part thereof.
24. Subscriber understands and accepts that the Broadband Service will fail, be interrupted, delayed or suspended in circumstances of power failure or for any other instances that are beyond HKBN's reasonable control. HKBN shall in any such case resume the provision of the Broadband Service as quickly as reasonably possible. HKBN shall not in any way be held liable for any loss and damage arising out of such failure, interruption, delay and suspension directly or indirectly. HKBN makes no warranty as to the quality and availability of the Broadband Service and accepts no liability in relation thereto.
25. The Broadband Service shall be for residential use only. Should HKBN have reasonable grounds to believe that the Broadband Service is used for non-residential and/or private Subscriber's normal usage pattern or commercial

use, HKBN reserves the right to terminate the Broadband Service forthwith.

Prohibition of Use

26. Broadband network login ID shall be assigned by HKBN and cannot be changed.
27. Subscriber has to follow the guidelines and technical specification requirements given by HKBN from time to time in order to enjoy the Broadband Service, including but not limited to the computer hardware and software as recommended in the "Broadband Internet Service Guide" of HKBN.
28. 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 is 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.
29. Only one public IP address is assigned dynamically to each Subscriber by HKBN for his/her connection to the public Internet. Such public IP addresses will be changed from time to time and Subscriber is restricted from getting more than one public IP address by any other means.
30. Subscriber shall not connect any fixed IP device to HKBN's Network.
31. Subscriber shall not use any unofficial system (other than HKBN's authorized login system) to connect to HKBN's Network.
32. The Broadband Service may be made available to Subscriber through the Optical Network Terminal, Ethernet or any other technology. HKBN may lease the relevant Equipment including without limitation the Optical Network Terminal and/or any other accessories (where applicable) to the Subscriber whilst he/she is subscribed to the Broadband Service.

Provision of the Equipment

33. Ancillary equipment for broadband network installation will be lent to the Subscriber for free with details printed on the service installation form. During the installation, an HKBN technical officer will explain to the Subscriber in detail.
34. HKBN reserves the right to charge the Subscriber a stipulated Equipment rental fee. The Equipment shall at all times remain the property of HKBN.
35. The rental of the Equipment shall be terminated immediately following the termination of the Broadband Service. HKBN reserves the right to terminate the rental of the Equipment to the Subscriber at any time and for whatever reason, whereby HKBN shall endeavour to provide a notification of 30 days or any other period as soon as reasonably practicable in advance of the effective date.

Miscellaneous

36. HKBN reserves the right to final decision on any dispute regarding the Terms and Conditions herein stated.
37. These Terms and Conditions shall be governed and construed in accordance with the laws of Hong Kong Special Administrative Region.

Rate Tables of Home Broadband Internet Access Service ("Broadband Service")**Service Fee**

Service	Monthly Fee	Standard Installation Fee
100M or below Broadband Internet	HK\$1,088	HK\$60,000.00
200M Broadband Internet	HK\$1,288	HK\$60,000.00
500M Broadband Internet	HK\$1,688	HK\$60,000.00
1000M Broadband Internet	HK\$2,088	HK\$60,000.00
10G Broadband Internet	HK\$20,000	Subject to service coverage and installation environment
HKBN Wi-Fi	HK\$288	---

Onsite Service Charge

Broadband Service	Charge Per Visit
Installation Fee	HK\$60,000
On-site Checking Fee	HK\$600
On-site Checking & Maintenance	HK\$600
Additional Wall-Plate Installation (Per Socket)	HK\$600
Socket Relocate Fee (Per Socket)	HK\$600
Cable Re-wiring Fee	HK\$600
Broadband Service Reactivation Fee after suspend (per service)	HK\$500
Broadband Service Reconnection Fee (per service)	HK\$1,000
On-site Equipment Collection Fee	HK\$600

Service Relocation

Installation Fee for Service Relocation	Charge Per Visit
Single service package	HK\$1,000
Two services package (applicable to different types of services, and are installed at the same address on the same date)*	HK\$1,500
Three services package (applicable to different types of services, and are installed at the same address on the same date)*	HK\$2,000

Loss/Damage Equipment Charge

Equipment Description	Loss/Damage Charge
Optical Network Terminal	HK\$3,000
Adaptor for Optical Network Terminal	HK\$500
Fibre Patch Cord	HK\$300
USB Client Adaptor	HK\$500
Additional Charge Item (Applicable for 500M/1000M and TV Customers)	
5 Port Gigabit Switch with Adaptor	HK\$500
USB Client Adaptor	HK\$500

General Service Charge

Description	Charge
Printed Statement Charge	HK\$50/copy
Circle K Payment Handling Charge	HK\$10/payment
7-11 Payment Handling Charge	HK\$10/payment
China Resources Vanguard / Vango Payment Handling Charge	HK\$10/payment
Over Storage Charge	HK\$20/MB
PNETS	HK\$0.02/minute
Credit Card Information Update	HK\$100/order
Personal Information Update	HK\$100/order
Change of Service Plan	HK\$100/order
Unsuccessful Credit Card Payment	HK\$100/order
Late Payment Charge	2.5% per month of the Total Outstanding Amount
Change of Registered Customer	HK\$500/service