UNIFIED CARRIER LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)
HKBN Enterprise Solutions Limited

Name of Tariff:

General Terms and Conditions (Enterprise Solutions)

Description of Tariff:

General Terms and Conditions (Enterprise Solutions) are revised with effect from 1 September 2026. Full text is attached.

Effective Date of Tariff:

Immediate

HKBN
ENTERPRISE SOLUTIONS

GENERAL TERMS AND CONDITIONS (ENTERPRISE SOLUTIONS)

THIS GENERAL TERMS AND CONDITIONS (ENTERPRISE SOLUTIONS) (formerly known as General Terms and Conditions) (**"GTC"**) SETS FORTH THE STANDARD TERMS APPLICABLE TO ALL SERVICES PROVIDED BY HKBN.

1. **UNLESS OTHERWISE EXPRESSLY STATED, THE FOLLOWING DEFINED TERMS SHALL HAVE THE FOLLOWING MEANINGS:**
   1.1. **"Affiliate Company"** means any entity which directly or indirectly controls or is controlled by or is under the common control with a party; where control means control of at least 35% of the voting power of securities or interests in such entity.
   1.2. **"Agreement"** means this GTC, any special terms and conditions for the corresponding Services, and Service Form(s).
   1.3. **"Applicable Law"** means the laws of the Hong Kong Special Administrative Region.
   1.4. **"Cancellation Charges"** mean the charges which is a genuine estimate of the loss likely to be suffered by HKBN for the early termination of Services by Customer before the expiry of Contract Period, including without limitation, total amount of the monthly fees payable for the remaining Contract Period to HKBN, any costs incurred by HKBN and any actual costs incurred by the third-party provider for the provision of Services, if applicable.
   1.5. **"Charges"** means any charges payable by Customer to HKBN in respect of the Services, including without limitation, those charges specified in the Service Form, any additional charges set out in the Agreement, as amended by HKBN from time to time.
   1.6. **"Commencement Date"** means the date being the earlier of:
      a) The date notified by HKBN to Customer as the date that the Services ordered is being provided to Customer after successful testing by HKBN; or
      b) The date when Customer begins using the Services.
   1.7. **"Confidential Information"** means all information disclosed, whether in writing or orally, directly or indirectly, by HKBN whether before or after the Commencement Date including, without limitation, information relating to the HKBN Equipment, the HKBN Software, the HKBN Network and/or the Services or HKBN's operations, pricing, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities and business affairs, which is not generally available to the public.
   1.8. **"Contract Period"** means the duration for the Services as specified in the Agreement.
   1.9. **"Customer"** means any person including any individual, corporation or unincorporated body who apply for or use any of the Services of HKBN or to whom HKBN has agreed to provide Services.
   1.10. **"HKBN"** means the relevant Service provider for Customer's chosen Services as set out in the Agreement, Service Form, registration form, service installation form and/or application form, being either (i) Hong Kong Broadband Network Limited, or (ii) HKBN Enterprise Solutions Limited.
   1.11. **"HKBN Equipment"** means any equipment, excluding software, supplied by or at the direction of HKBN to provide the Services to Customer, as specified in the Agreement.
   1.12. **"HKBN Network"** means the network and systems owned or operated by HKBN which are used by HKBN to perform the Services.
   1.13. "**HKBN Resources**" means any network resources owned by HKBN and are allocated to the Customer for the use of the Services. Examples are IP addresses, email addresses, internet domain, telephone numbers/ranges, etc.
   1.14. **"HKBN Software"** means any software supplied by HKBN, including software created by third parties, to enable receipt of the Services by Customer, whether or not embedded in HKBN Equipment.
   1.15. **"Intellectual Property Rights"** means any intellectual property rights whether registrable or not, including, without limitation, patents, trademarks, service marks, trade names, logos, get up, inventions, designs, copyrights, confidential information, trade secret and related rights and know-how in them or licences to use any of them which may now or in future subsist anywhere in the world.
   1.16. **"Service"** means the service to be provided by HKBN to Customer, as specified in detail in the Agreement.
   1.17. **"Service Address"** means any location from which the Services are used by Customer from time to time.
   1.18. **"Service Form"** means any registration form signed by any Customer for the subscription of Services or modification to Services, any service form issued by the Customer to HKBN for the delivery of Services or modification to Services, any quotation or agreement signed by the Customer and returned to HKBN.
   1.19. **"Service Levels"** means, in respect of the Services, the performance, availability, capacity, response times and other levels or standards for such Services, if any, as explicitly specified in the Agreement.
   1.20. **"Service Plan"** means the subscription details of the Services as described in the corresponding Agreement.

In this GTC, unless the context otherwise requires:

a) a word signifying the singular shall include the plural and vice versa;
b) a word signifying a person shall include a company and vice versa;
c) a term shall include the other terms signifying the same meaning; and
d) an agreement on the part of two or more persons binds them jointly and severally.

2. **PROVISION OF THE SERVICES**

2.1. HKBN shall provide the Services in accordance with the Agreement and shall use reasonable endeavor to perform the Services in accordance with the Service Levels of the relevant Services.

2.2. HKBN may implement the Services with HKBN Network together with other items supplied by HKBN or other third parties which can be network connections from third party, HKBN Equipment, HKBN Software, with certain technologies (**"HKBN Technology"**).

2.3. HKBN does not covenant, represent or warrant to Customer, express or implied, that its provision of the Services shall be fault-free or continuous or that Services will be available from applicable requested service start dates (**"RFS Dates"**). If Customer changes or terminates the Services before the RFS Dates, Customer shall be liable for the Cancellation Charges. Customer shall not dispute such amounts and shall treat HKBN's records as final.

2.4. The Services provided by HKBN shall be subject to other factors such as, whether Customer satisfies HKBN's credit requirements, the Services being available at the Service Address, and any other factors that may affect, in HKBN's sole opinion, the provision of the Services or any other business considerations of HKBN.

2.5. Customer acknowledges and agrees that HKBN has the sole discretion to determine or vary, without notice to Customer and/or giving any reason therefor, the means of providing the Services to Customer, including using different implementation method, technology, and route of delivery of the Services to Customer, as long as the agreed Service Levels is maintained.

2.6. HKBN shall, if required, provide the Services together with the provision of HKBN Resources which include but are not limited to email addresses, internet domain names, IP addresses, numbering resources, etc. Customer acknowledges and agrees that such HKBN Resources are licensed to Customer in connection with the Services only. Unless expressly specified and agreed, Customer shall not acquire any title or right whatsoever in such resources, and Customer shall return the HKBN Resources upon the expiry or termination of the Agreement.

2.7. Customer shall be responsible for obtaining, providing and paying for its own equipment, software or any other access devices that are not provided by HKBN and may be necessary for the use of the Services (collectively **"Customer Equipment"**). Customer shall ensure at all times that the Customer Equipment be approved for connection to the Services by the relevant government department or other competent authority and Customer shall at all times comply with the conditions of such approval.

2.8. Customer acknowledges and agrees that the provision of Services and HKBN Equipment as applicable, does not involve any title transfer or transfer of Intellectual Property Rights to Customer. Customer acknowledges that HKBN (and applicable licensors of HKBN as HKBN may determine) shall retain ownership of all right, title and interest to the HKBN Software, the Services, the HKBN Equipment, and the Intellectual Property Rights therein and thereto, and HKBN may freely make, but is not obligated to make, any modifications, enhancements, withdrawals and/or improvements without the need to share the same with Customer.

2.9. Customer acknowledges that Customer's licence to use the software or technology developed by third parties may be subject to additional terms and conditions imposed by the licensor of that software or technology and Customer agrees to abide by such additional terms and conditions relating to such software or technology.

2.10. Customer also agrees to abide by and agrees to the terms and conditions of any third party provider where any Services shall be provided by or through these third party providers.

2.11. Customer acknowledges and understands that, in the event that it requests and authorizes HKBN to perform any configuration changes on any Customer Equipment, HKBN shall not in any event be liable for any loss or damage for any subsequent equipment failure, data loss, or service outage (if any). Moreover, HKBN shall reserve the right not to accept such request.

3. **CUSTOMER DEPOSIT**

3.1. HKBN shall be entitled to a deposit from Customer as security for the due performance and observance of the Agreement by Customer, in order to start the implementation of the Services, or continue the provision of the Services.

3.2. A deposit will be refunded to the Customer without interest when:

a) the Service is terminated pursuant to **Clause 6**; or
b) all of Customer's liabilities to HKBN in respect of the Services are discharged,

whichever is the later.

3.3. HKBN shall be entitled to apply, and require Customer to replenish the deposit or any part thereof to satisfy any amount due by Customer to HKBN.

3.4. HKBN shall not pay to Customer and Customer is not entitled to any interest on the deposit.

4. **SERVICES AND ADMINSTRATION CHARGES**

4.1. Customer shall pay the Charges to HKBN in accordance with the payment terms specified in the **Clause 5.2** and the Agreement, on or before the due date.

4.2. While HKBN shall act in good faith to confirm the Commencement Date of the Services, HKBN reserves the right to determine the Commencement Date. Customer acknowledges and agrees that HKBN may start charging Customer for the Services usage from the Commencement Date.

4.3. In the event that the tariffs imposed by the regulatory body requires HKBN to change the terms of its Services, HKBN shall be entitled to change the tariffs and terms as required and to notify the Customer within a reasonable notice period.

4.4. Unless otherwise stated, the Charges shall be exclusive of any duties, levies, fees or taxes applicable to the provision of the Services by HKBN and/or the receipt of the Services by Customer.

4.5. In addition to the Charges, HKBN reserves the right to charge Customer the following:

a) any additional third party charges due to Customer accessing third party telecommunications services (including, without limitation, any universal service charges imposed or confirmed by the Office of the Communications Authority or other competent government authority). HKBN may require Customer to pay to HKBN for such additional third party charges; and

b) any costs incurred as a result of the failure or delay of Customer which has caused HKBN delay in the implementation of Services. Such costs shall include but are not limited to any cost incurred by HKBN or any third party, any materials cost, and the internal HKBN labor or material costs.

4.6. Customer shall be liable for Charges during the period of suspension for maintenance unless otherwise specified by HKBN, and the Charges for the provision of the Services by HKBN notwithstanding Customer may not be able to use the Services for any reason whatsoever which is not due to the fault of HKBN including without limitation incompatibility, incompetence or failure of Customer Equipment or failure of Customer's computer to meet the basic reconfiguration requirements.

4.7. Unless otherwise stated, any unused usage as specified in the relevant Service Plan will not be carried forward to the following month.

5. **INVOICING, PAYMENT AND DISPUTE**

5.1. HKBN may with or without the assistance of billing agent issue monthly invoices with a list of all Charges incurred by Customer in relation to Customer's use of the Services during the period specified in each invoice to Customer. Customer acknowledges and agrees that not all of the Services used during the period covered by an invoice may be included in that invoice and that HKBN may include the Charges for such usage in any subsequent invoice.

5.2. With respect to the Charges specified in the invoice under the Agreement, Customer agree to the following:

a) pre-determined non-recurring charges are payable by Customer in full upon signing of the Agreement, and other charges are payable by Customer in full on or before the specified due date or within thirty (30) days after the date of the invoice, whichever is earlier; and

b) all payments by Customer shall be made in the currency indicated, and paid by direct debit or other manner as specified in the Agreement and/or invoices.

5.3. In the event that Customer disputes any portion of an invoice, Customer must first pay the entire amount and submit a written claim for the disputed amount specifying the date, the invoice number, the amount in dispute, the reason for the dispute and relevant supporting documentation within fifteen (15) days after the date of the invoice. In the event of any dispute between Customer and HKBN relating to any charges invoiced by HKBN, the books and records of HKBN shall be conclusive evidence of those charges payable by Customer.

5.4. Late payment shall incur interest on the full outstanding amount of the applicable invoice at the rate of 1.5% per month from the due date until it is fully paid. HKBN reserves the right to charge Customer an administrative charge and any applicable costs and expenses (including but not limited to legal costs) for recovery of late payment.

5.5. HKBN may impose a credit limit for the account of Customer as determined by HKBN from time to time at its sole discretion. When the outstanding Charges payable by Customer has exceeded such credit limit, HKBN shall be entitled to suspend or terminate the Agreement and/or the provision of the Services to Customer.

5.6. HKBN may employ any person, including but not limited to any debt collecting agency or institutions, to collect on its behalf any outstanding sum owed by Customer to HKBN, in which case HKBN shall not be liable for any act, omission, negligence or default of any such person. Customer shall be liable to reimburse HKBN for all expenses incurred by HKBN in employing such person. Customer hereby agrees that HKBN may collect, store and disclose details of and information relating to Customer (including any transactions and dealings between the Customer and HKBN) to any person appointed by it in accordance with this Clause and Customer agrees that any such person or entity may utilise such information in the course of any business carried on by such person or entity. Customer shall indemnify HKBN for all cost and expenses incurred by HKBN in employing such person.

6. **TERM, SUSPENSION AND TERMINATION**

6.1. All applications for the Services shall be subject to review and acceptance by HKBN. Unless otherwise specified, an Agreement takes effect on the date accepted by HKBN and shall continue to take effect until terminated in accordance with the provisions of this GTC.

6.2. Customer is required to pay for the Services for at least the Contract Period specified in the Agreement and such longer time as Customer actually uses the Services.

6.3. Notwithstanding any other provisions in this GTC, if prior to the expiration of its Contract Period, the Service is terminated at any time by Customer for whatsoever reason or due to Customer's breach of the Agreement, Customer must pay:

a) all unpaid Charges and other charges incurred up to and including the date of termination; and
b) any applicable Cancellation Charges.

6.4. The Agreement shall be automatically renewed beyond its Contract Period on a month-to-month basis at standard monthly fee unless either party sends a notice of non-renewal to the other party not less than thirty (30) days prior to expiration of the Contract Period. During the renewed period, either party may terminate the renewed Services at the end (not mid-term) of any renewed term by serving not less than thirty (30) days' prior written notice to the other party.

6.5. HKBN may suspend, restrict, terminate or withdraw all or any part of the Services, one or more Services, or terminate the Agreement forthwith at any time without any compensation if:

a) Customer has breached any provision of the Agreement;
b) Customer has failed to make a payment in accordance with **Clause 5;**
c) the provision of the Services would in the opinion of HKBN cause HKBN or its Affiliate Company to be in breach of any Applicable Law;
d) in the reasonable opinion of HKBN, Customer has used the Services in an illegal or dishonest manner, or is suspected to have infringed any intellectual property rights, or violated any duty or obligation in contract, tort or otherwise, to any third party arising out of or in connection with the use of the Service;
e) the Services are no longer provided by HKBN;
f) HKBN is prohibited from supplying or is unable to supply the Services under the Applicable Law and any applicable law in other territories;
g) in the case of Customer becoming insolvent, subject to a winding up proceeding, has a receiver or liquidator appointed, is dissolved or in the process of dissolution, makes any arrangement for the benefit of creditors, or initiates or becomes subject to any other form of insolvency proceeding;
h) Customer does not fulfill its obligations under **Clause 2.7** or if in the opinion of HKBN such Customer Equipment has or is likely to cause the death of, or personal injury to, any person engaged in the running of HKBN's network or damage to the property of HKBN or impair the quality of any of the Services or any other service provided by means of HKBN's network or otherwise;
i) in the reasonable opinion of HKBN, there is any misuse of the Service by Customer or any other user authorised by Customer; or
j) HKBN is obliged to comply with an order, instruction or request of the Office of the Communications Authority or other competent government authority.

6.6. If HKBN has terminated or withdrawn supply of the Services under **Clause 6.5**:

a) All Charges that have not been settled shall become immediately payable;
b) HKBN reserves the right to refuse to reconnect the Services or other similar Services;
c) if HKBN subsequently agrees to reactivate or reconnect the Services, Customer may be required to pay a reactivation/re-connection fee in advance; and
d) HKBN shall not be liable to any compensation to Customer.

6.7. If HKBN suspends the Services for any reason under **Clause 6.5**, Customer shall continue to be liable for the payment of the outstanding Charges. If HKBN subsequently agrees to reactivate or reconnect the Services, Customer may be required to pay a reactivation/re-connection fee in advance and HKBN shall not be liable to any compensation to Customer.

6.8. In case of termination of one or more Services at any time for whatever reason:

a) All outstanding Charges become due to HKBN and Customer shall pay all Charges for use of the Services up to and including on the date of termination, the applicable Cancellation Charges and all other applicable outstanding charges to HKBN;
b) Customer shall cease to use all HKBN Equipment, HKBN Software and the Services provided by HKBN in relation to the Services and shall return such HKBN Equipment and HKBN Software to HKBN undamaged and in good working condition at Customer's own cost and expenses;
c) Customer shall authorize and facilitate HKBN to access Service Address at reasonable times for the purpose of removing the HKBN Equipment and the HKBN Software and/or terminating the Services. HKBN reserves the right to charge Customer for on-site collection service; and
d) any right and/or licence granted by HKBN to Customer and its Affiliate Company to use Intellectual Property Rights in the HKBN Equipment, the Services and the HKBN Software shall immediately cease.

6.9. If Customer fails to return the HKBN Equipment and HKBN Software within the specified period or the HKBN Equipment is lost or damaged, Customer shall indemnify HKBN for all loss or damage to the

HKBN Equipment on a full indemnity basis (including the costs incurred by HKBN for the recovery of the HKBN Equipment).

6.10. Any termination shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implications intended to come into or continue in force on or after such termination.

7. MODIFICATION AND MAINTENANCE OF THE SERVICES

7.1. HKBN reserves the right to modify, replace or discontinue the Services, the HKBN Equipment, the HKBN Software, the HKBN Network designed for the Services, provided that such modification, replacement or discontinuation does not unnecessarily materially adversely affect the overall level of performance of the Services.

7.2. HKBN may arrange scheduled or unscheduled suspension of the Services provided in order for HKBN to:

a) carry out planned maintenance, repair or upgrading of any HKBN Software, any HKBN Equipment or any other equipment or facility forming part of the HKBN Network and HKBN has given Customer as much prior notice as is reasonably practicable in the circumstances; or

b) protect the integrity of the HKBN Network, the HKBN Software and/or the HKBN Equipment, or to carry out unplanned maintenance, repair or upgrading of any HKBN Software, any HKBN Equipment or any other equipment or facility forming part of the HKBN Network.

7.3. Customer agrees to provide reasonable assistance in connection with scheduled and unscheduled inspection and maintenance works that may be carried out by or at the direction of HKBN. HKBN shall give reasonable prior notice to Customer regarding scheduled inspection and maintenance works.

7.4. Customer shall be liable for the applicable Charges for the scheduled or unscheduled inspection or maintenance works periods.

8. CUSTOMER'S OBLIGATIONS

8.1. Customer shall:

a) comply with the instructions and requirements of HKBN and its authorized agents with regard to the use of the Services, HKBN Equipment, the HKBN Software or the HKBN Network;

b) notify HKBN of any fault in the Services, HKBN Equipment or the HKBN Software or deterioration in the quality of the Services, HKBN Equipment or the HKBN Software;

c) use the Services, the HKBN Equipment and the HKBN Software in accordance with the Agreement and Applicable Law;

d) not use, or allow any other person to use, the Services, HKBN Equipment, the HKBN Software or HKBN Network:

(i). for any improper purpose or unacceptable use in the opinion of HKBN including but are not limited to sending abnormal high volume of traffic, transmission of malicious information or programs such as virus or worms, etc.; or

(ii). in any manner which is unauthorized, fraudulent or illegal; or

(iii). in a manner which may constitute an infringement by Customer or HKBN of the rights of any other person; or

(iv). in any manner that would cause HKBN to be in breach of any applicable laws or regulations; or

(v). to circulate, publish, transmit, distribute any unsolicited advertising or promotional information or any content (1) that is seditious, obscene, defamatory, indecent, threatening, offensive, liable to incite racial hatred, discriminatory, menacing or in breach of confidence or any applicable law and regulation; or (2) which infringes the privacy of an individual; or (3) may cause HKBN to breach any applicable law or regulation. HKBN shall have the right to amend, block or delete any content which is transmitted or otherwise made available by Customer where any such content has, in HKBN's sole opinion, violated such conditions;

e) not interfere with, or impede the operation of the Services, HKBN Equipment, the HKBN Software, the HKBN Network or any third party service or network, or do or not do anything which is likely to have such an effect;

f) provide a safe access and allow HKBN staffs or its authorized agents to access Service Address in order to conduct inspection or maintenance work upon reasonable prior notice of HKBN, provided that HKBN or its authorized agents complies with all reasonable security and confidentiality requirements notified by Customer from time to time;

g) immediately notify HKBN of any change of address or any other particulars provided to HKBN which may affect the provision of the Services to or the collection of charges from Customer;

h) not disclose to any person any personal identification number or password or login ID issued by HKBN to Customer or any other access method authorized by HKBN in writing from time to time;

i) not resell, lease or transfer the Services to any third party without prior written consent of HKBN;

j) give HKBN reasonable notice before a change in its majority control or ownership if Customer is a corporate entity;

k) fully comply with the Acceptable Use Policy – Enterprise Solutions (**"AUP"**) (which is attached hereinafter) all times as presented and updated from time to time on HKBN's official website; and

l) upon termination of the Services, return to HKBN or allow HKBN staff or its authorized agents to access the Service Address in order collect the relevant HKBN Equipment and/or HKBN Software.

8.2. Prior to the installation or reconfiguration of any HKBN Equipment and/or HKBN Software that may be required for the provision of Services, Customer shall backup any data or configuration in any equipment provided by Customer for the Services and inform HKBN beforehand if any installation or reconfiguration by HKBN is likely to invalidate any support arrangements and/or other functions of such equipment. HKBN shall not in any event be liable for any data loss, degradation (including but not limited to degradation of performance to any Customer Equipment), or damages of Customer or any third party caused in the course of such installation and/or reconfiguration.

9. HKBN EQUIPMENT

9.1. HKBN will decide whether HKBN shall provide Customer with the HKBN Equipment. If HKBN Equipment is provided, Customer shall agree to the following principles and arrangements:

a) Title to the HKBN Equipment shall always remain with HKBN but risks are transferred to Customer upon provisioning of the same to Customer until HKBN has regained possession, or until HKBN shall transfer the title to Customer if required and in accordance with the corresponding terms & conditions in the Agreement;

b) Customer shall ensure that, it has all consents, approvals and insurance coverage necessary or desirable to HKBN for HKBN Equipment under Customer's custody (including without limitation, those for the installation and operation of the HKBN Equipment at Customer's premises);

c) Customer shall provide a safe and suitable physical environment at the Service Address for the storage and operation of the HKBN Equipment, including without limitation, supplying an adequate power supply and cooling facility, appropriate environmental conditions and any necessary equipment for the operation of the HKBN Equipment, using and operating the HKBN Equipment in a proper manner and in accordance with HKBN's instruction and user guide to be given or updated from time to time, and be liable to HKBN for any loss or damages to the HKBN Equipment;

d) Customer shall prevent (i) the HKBN Equipment from being altered, removed, tampered with, interfered with or serviced or damaged by others, (ii) any identifying marks or numbers on the HKBN Equipment from being modified or altered, and shall not part with possession of the HKBN Equipment, except to or at the direction of HKBN and shall comply with all reasonable directions of HKBN relating to HKBN's rights of ownership in the HKBN Equipment;

e) Customer shall notify HKBN as soon as reasonably practicable of any damage, fault, theft or loss of the HKBN Equipment;

f) Customer shall not assign, transfer, convey or otherwise dispose of the relevant HKBN Equipment and/or HKBN Software without the prior written consent of HKBN;

g) Customer shall perform by themselves, or allow and support HKBN staff or its authorized agents to perform system upgrade for the HKBN Equipment or HKBN Software, upon reasonable prior notice of HKBN; and

h) Customer shall use the HKBN Equipment solely for the purposes provided in the Agreement.

9.2. HKBN may change, modify, remove or service the HKBN Equipment in its sole discretion.

9.3. Customer shall allow HKBN or its authorized agents access to the HKBN Equipment as and when reasonably required by HKBN, provided that HKBN or its authorized agents complies with the reasonable security and confidentiality requirements notified by Customer in writing.

9.4. Customer shall provide safe access to the Service Address and safe conditions for HKBN's employees, agents and contractors while they are at the Service Address.

9.5. Customer shall be liable for any installation and/or rental fee that are mutually agreed and applicable to the HKBN Equipment provided to Service Address for the provision of the Services.

9.6. Upon the expiry of the Agreement or termination of Services, Customer shall stop using the HKBN Equipment, and must observe HKBN's requests for the removal or return of the HKBN Equipment. Customer shall return the HKBN Equipment to HKBN within the period specified by HKBN in good condition (fair wear and tear excepted). HKBN reserves the right to charge Customer for the on- site service at the premise(s) for collecting the HKBN Equipment.

9.7. HKBN shall upon the reasonable request of Customer effect all necessary repairs or reconfiguration or relocation of HKBN Equipment or on-site support to the relevant HKBN Equipment. It is expressly agreed by HKBN and Customer that HKBN shall not be subject to any liability or responsibility by reason of any delay in effecting such repair or reconfiguration or HKBN Equipment relocation or on-site maintenance. Customer shall be responsible for the relevant costs as shall be notified by HKBN unless any failure or problem is due to the default of HKBN.

10. HKBN SOFTWARE

10.1. Where HKBN provides HKBN Software to Customer (whether it is from third party or developed by HKBN, in conjunction with the provision of the Services or otherwise), such HKBN Software are provided on an as-is basis without any warranty, and HKBN grants Customer a non-exclusive, non-transferable, non-sub-licensable and revocable licence to use the HKBN Software for the purposes of

receiving the Services prior to the expiration or sooner termination of the relevant Services, whichever is earlier.

10.2. Customer shall not:

a) market, exploit or make the HKBN Software available to a third party or permit a third party to use the HKBN Software;
b) modify, decompile, make derivatives, decrypt, reverse engineer or disassemble the program code or any other part of the HKBN Software or otherwise reduce the HKBN Software to human-readable form to gain access to trade secrets or confidential information inside;
c) make unauthorized copies of the HKBN Software;
d) delete, remove or in any way obscure any proprietary notices on the HKBN Software or any copies thereof;
e) use the HKBN Software in unauthorized equipment; or
f) export or import the HKBN Software or otherwise breach applicable export control laws.

11. USE OF PERSONAL DATA AND INFORMATION

11.1. Any information supplied by Customer to HKBN in relation to the Agreement will be subject to HKBN's Personal Data & Privacy Policy Statement (https://www.hkbnes.com/web/personal-data-privacy-policy-statement/) which is in compliance with the Personal Data (Privacy) Ordinance, CAP 486 of the laws of Hong Kong Special Administrative Region (**"Hong Kong"**) as amended from time to time (**"PDPO"**). Upon signing the Agreement, Customer hereby consents to HKBN's use of any data supplied by Customer, amongst other purpose as stated in the said Personal Data & Privacy Policy Statement, for the purpose of processing the Agreement, provision of the Services and other services to be included from time to time, credit verification, administration, collection, and operation of the Services. For details, please refer to HKBN's Personal Data & Privacy Policy Statement.

11.2. Customer agrees that HKBN may use or disclose the personal information furnished by the Customer and any information and/or document relating to the Agreement to any appointed nominee, third party service provider or agent of HKBN for the purpose of (a) provisioning the Services to the Customer, (b) credit reference checks, (c) market research, (d) publication in telephone directory, (e) debt collection, (f) prevention or detection of crime, (g) disclosure as required by law or a government authority or (h) provisioning of emergency services and that HKBN shall be entitled to send or otherwise deliver to the Customer certain information in relation to any business products or services of the HKBN or any of its associated company. HKBN shall not be liable for any act, omission, negligence or default of such nominee, third party service provider or agent.

12. CONFIDENTIALITY

12.1. Unless expressly permitted under this **Clause** 12, Customer shall not, either during or after the expiry of the Contract Period, disclose, duplicate or permit the duplication or disclosure of any Confidential Information emanating from or belonging to HKBN or its Affiliate Company, or use the same in any way other than to perform its obligations unless such duplication, use or disclosure is specifically authorized in writing by HKBN.

12.2. The provisions of this **Clause 12** shall not apply to the disclosure of information by Customer to any person to whom Customer is compelled by law to make disclosure.

12.3. Customer:

a) agrees to limit the disclosure of HKBN's Confidential Information within its own organization to its officers, employees, agents and contractors to whom disclosure is necessary for the performance and/or use of the Service;
b) shall ensure that such officers, employees, agents and contractors are made aware of the confidential nature of the Confidential Information of HKBN and are bound by the same or substantially similar obligations of confidentiality under written agreements as those set out in this **Clause 12** and shall enforce such obligations; and
c) shall be responsible for any unauthorized disclosures or use of HKBN's Confidential Information made by any of its officers, employees, agents or contractors and shall take all reasonable precautions to prevent such disclosure.

13. WARRANTIES, INDEMNITIES, LIMITATION OF LIABILITY

13.1. Customer represents and warrants to HKBN on a full indemnity basis that it has the power and authority necessary to enter into the Agreement and to fully perform its obligations under the Agreement and shall abide by the terms and conditions herewith.

13.2. Customer shall submit true and complete information to HKBN and must notify HKBN promptly in writing of any changes to its details as provided to HKBN and whatsoever information requested by HKBN.

13.3. Except as expressly provided for herein, HKBN disclaims any and all representations and warranties, express or implied, with regard to the Services, the HKBN Software and the HKBN Equipment including, without limitation, warranties of merchantability, accuracy, fitness for a particular purpose, requirements, quality or that the Services will be uninterrupted or error free.

13.4. HKBN and third party providers which are involved in the provision of the Service shall in no circumstances be liable to Customer or any person claiming through Customer for any loss of profit, loss

of expected benefit, loss of goodwill, or other indirect, special, punitive or consequential loss, property damage, damage or injury, arising from the supply of the Services, the HKBN Software or the HKBN Equipment or any failure by HKBN to perform any obligation or observe any term of the Agreement, whether or not HKBN has been advised of the possibility of such loss, damage or injury, regardless of the form of action, whether in contract, warranty, under statute, or tort, including, without limitation, negligence of any kind.

13.5. The entire liability of HKBN, its Affiliate Companies and third party providers which are involved in the provision of the Service and Customer's exclusive remedies against HKBN, its Affiliate Companies and/or any third party providers which are involved in the provision of the Service (if any) for any damages arising from or incidental to any act or omission relating to the Services provided and/or the Agreement, regardless of the form of action, whether in contract, under statute, in tort or otherwise, including negligence, will be limited, for each event or series of connected events, as follows:
   a) in the case of the HKBN Equipment or the HKBN Software, at HKBN's option, to:
      (i). the replacement of the concerned HKBN Equipment, the HKBN Software or the supply of any substitutions with the equivalent performance; or
      (ii). the repair of such concerned HKBN Equipment and HKBN Software;
   b) in the case of Services to the supply of the Services again.

13.6. Customer shall indemnify and keep HKBN, HKBN's Affiliate Companies and their respective officers, employees, agents and contractors indemnified from and against any and all losses and/or claims for injury or damage to any person or property whatsoever including all demands, proceedings, damages, liabilities, costs, charges and expenses (including but not limited to legal costs awarded on a full indemnity basis) incurred by HKBN arising out of or in connection with:
   a) any act or omission, whether or not negligent, of Customer and/or its Affiliate Companies or any of their officers, employees, agents or contractors or any breach of the Agreement; and
   b) any claim for any loss, liability, injury or damage to any third party or property howsoever arising or liability of HKBN under any relevant law in relation to the supply of the Services including, without limitation, any claim in relation to any content transmitted using the Services, any claim for infringement of any Intellectual Property Rights or any claim arising out of or relating to the use of the Services to carry material of obscene, indecent or defamatory nature.

13.7. Nothing in the Agreement shall operate to exclude or restrict either Party's liability for death or personal injury caused by its negligence or fraud.

14. NOTICES

14.1. Any invoice or written notice from HKBN to Customer will be sent to the address or facsimile number shown on the Agreement or such other address or facsimile number as Customer may subsequently notify HKBN in writing and such invoice or notice shall be deemed served/received by Customer within 48 hours of posting or immediately upon faxing if the transmission report indicates that the fax transmission was successful.

14.2. For ordering, modification, change, move, renewal, upgrade, downgrade of the Services, order cancellation or service termination, Customer shall complete and sign the applicable forms as prescribed by HKBN from time to time which shall be submitted to HKBN via its account manager.

14.3. HKBN may also issue general notices to Customer and other Customers by uploading it on HKBN's official website, and such notice shall be effective upon uploading.

14.4. Notices from HKBN relating to invoices, service completion, payments, service suspension notice and service termination notice may be sent by email.

15. SUBCONTRACTING

15.1. Customer cannot assign or novate, or otherwise dispose of its rights, interests, burdens, liabilities or obligations under the Agreement whether in whole or in part without the prior written consent of HKBN.

15.2. HKBN may assign or novate, sub-contract, or otherwise dispose of its rights, interests, burdens, liabilities or obligations under the Agreement whether in whole or in part to its Affiliate Company or third party with the prior written notice to Customer.

15.3. None of the provisions in this Agreement is intended to be for the benefit of any third party, the Agreement is not enforceable by any third party, and does not confer upon any third party any remedy, claim or rights.

15.4. Customer acknowledges and agrees that the obligations of HKBN under the Agreement may be performed by other companies nominated or engaged by HKBN. HKBN shall further have the rights to sub-contract any of its obligation to any third party.

16. WAIVER

16.1. Any waiver of a breach of any of the terms of the Agreement or of any default hereunder shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Agreement.

16.2. No failure to exercise and no delay on the part of any party in exercising any right, remedy, power or privilege of that party under the Agreement and no course of dealing between the parties shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy,

power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

17. **SEVERABILITY OF PROVISIONS**
    17.1. If any provision of the Agreement is held to be illegal, invalid or unenforceable in whole or in part in any jurisdiction, the Agreement shall, as to such jurisdiction, continue to be valid as to its other provisions and the legality, validity and enforceability of such provision in any other jurisdiction shall be unaffected.

18. **NO PARTNERSHIP OR AGENCY**
    18.1. Nothing in the Agreement shall constitute a partnership between the parties hereto or constitute either of them as agent of the other for any purpose whatsoever.
    18.2. No party shall have authority or power to bind the others or to contract in the name of or create liability against the others in any way or for any purpose save as expressly authorized in writing by that other party from time to time.

19. **FORCE MAJEURE**
    19.1. Neither Customer nor HKBN may be held responsible for any delay or failure in performance of any part of the Services if and to the extent that it is caused by acts of god or nature (including wild animals), industrial actions, action or inaction of suppliers, war or war-like conditions, mob violence, earthquake, natural disasters, acts or failures to act of any governmental authority, unforeseen technical failure and utility failures, or any other events or circumstances beyond the reasonable control of the applicable party (**"Force Majeure"**).
    19.2. **Clause 19.1** shall have no effect on Customer's payment obligations under the Agreement.
    19.3. HKBN will give Customer notice, and Customer must give HKBN reasonable notice of any events of Force Majeure and their anticipated effect upon performance under the Agreement. If any event of Force Majeure lasts for more than three (3) month, either party may terminate the affected Service upon twenty-four (24) hours' prior written notice to the other party. Neither party will incur any liability nor other penalties in the event a Service is terminated under this **Clause 19**, except Customer will be required to pay any outstanding charges in respect of the Service.
    19.4. In the event that the Services or an obligation cannot be duly performed or delivered by any party hereto due to Force Majeure under **Clause 19.1**, then such non-performance or failure to fulfill its obligations shall be deemed not to be a breach of the Agreement by such party.

20. **PUBLICITY AND ADVERTISING**
    20.1. Neither party may publish or use any advertising, sales promotions, press releases or other publicity which use the other party's name, logo, trademarks or service marks without the prior written approval of the other party.
    20.2. Customer acknowledges and agrees that HKBN will send promotional material and/or information about related services provided by HKBN or any third party to Customer by post or email from time to time. Customer shall notify HKBN in writing if it does not want to receive any such material or information and HKBN will not charge any fee for this request.

21. **GOVERNING LAW AND JURISDICTION**
    21.1. The Agreement shall be governed by, construed and take effect in accordance with the laws of the Hong Kong Special Administrative Region.
    21.2. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.

22. **CHANGES TO THIS GTC**
    22.1. HKBN may unilaterally change the terms of this Agreement from time to time without prior notice to Customer. Such revision and/or addition shall become effective when displayed on the website of the Company, Customer shall be deemed to have accepted the changes if it continues to use the Service.

23. **PRECEDENCE OF TERMS AND CONDITIONS**
    23.1. If there is any inconsistency amongst this GTC, the relevant special terms and conditions for Services, and the relevant terms and conditions in the Service Form, the following will be the order of priority: the terms and conditions in the Service Form (highest); the relevant special terms and conditions for Services; this GTC. Any terms and conditions specific to the Agreement are applied to the Agreement only and shall not be interpreted as having permanently changed any relevant terms in the special terms and conditions for Services or this GTC.
    23.2. The Agreement represents the entire agreement between the parties hereto and shall supersede all prior representations, promises and proposals, whether oral or written.
    23.3. In the event of any discrepancy between the English and Chinese version of this Agreement, the English version shall prevail. In case of dispute, HKBN reserves the right of final decision on the interpretation of this GTC.

24. **GENERAL**

24.1. Termination or expiry of this Agreement does not affect any rights or obligations of the parties which by their nature survive termination, or expiry, including without limitation, Clauses 12 and 13.

24.2. The parties may sign (including by electronic signature) and deliver any Service Form, and any other document forming part of the Agreement, by facsimile, by emailed portable document format ("PDF") document (or other document format mutually agreed by the parties), or through an online sales channel operated or authorised by HKBN. A copy or reproduction of any such document bearing a party's signature applied by facsimile or PDF and transmitted by facsimile or email, or a record of a Customer's affirmative acceptance of this GTC through such online sales channel, shall have the same legal effect as, and be enforceable to the same extent as, a signed and delivered original version of the Agreement.

Acceptable Use Policy – Enterprise Solutions

1. **GENERAL**

1.1. This Acceptable Use Policy (**"Policy"**) outlines those categories of activities of Customer that are not allowed by HKBN, for the HKBN Equipment, HKBN Software, HKBN Resources, other products and Services. This Policy is in addition to any restrictions that Customer may be already subject to by the Agreement executed between Customer and HKBN. HKBN may modify this Policy at any time which shall become effective when it is being posted to: http://www.hkbn.net/new/pdf/U0045-003-FEB2016-N.pdf.

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 its end users, if applicable) to use the Services:

a) to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisings 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 any third party);

c) to engage in, promote or encourage illegal activity;

d) for any unauthorized, unlawful, invasive, infringing, harassing, defamatory or fraudulent purpose, including but not limited to:

(i). any unauthorized network monitoring or sniffering in which the data is not intended for the Customer,

(ii). phishing,

(iii). sending emails with falsified or obscured information (e.g. encoded or "obfuscated URLs")

(iv). creating a pyramid scheme,

(v). mirroring a website,

(vi). circumvent or attempt to circumvent Customer authentication or security of any host, network, or account (**"cracking"**),

(vii). 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; or

g) to disable, interfere with or circumvent any aspect of the Services.

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 have not been filtered or removed.

2.3. If 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 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 impact on Customer.

3. **FAIR USAGE**

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

a) Customer is ensured with fair access to the shared resources all time;

b) HKBN shall apply measures to ensure that its network performance is not adversely effected by extreme usage.

3.2. HKBN may monitor usage of Customer on the corresponding resources. If in HKBN's reasonable opinion, the use of those resource of Customer is excessive or unreasonable (e.g. Customer has been continuously utilizing high bandwidth of international internet upstream), HKBN is entitled to manage access of the resource in a reasonable manner (for example, apply rate limiting or adjust the priority of Customer to the resources).

4. **CONSEQUENCE OF HKBN ACTIONS**

4.1. If HKBN has exercised its right of taking any actions as mentioned above, Customer 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 require Customer to implement improvement plans. If the violation of this policy continues, Customer shall be deemed to be in breach of the material or important provision(s) of the applicable terms and conditions between Customer and HKBN. HKBN shall then be entitled to terminate the Agreement forthwith 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.

5. **DIFFERENCE**

5.1. If this English version of Policy does not conform to Chinese version, the English version shall prevail. In case of dispute, HKBN reserves the right of final decision on the interpretation of this Policy.