

## COMMERCIAL TERMS AND CONDITIONS (ENTERPRISE SOLUTIONS)

1. **Service Provider:**

The Service is provided by HKBN Enterprise Solutions Limited or HKBN Enterprise Solutions HK Limited, as the case may be ("HKBNES").
2. **Authorized Representative:**

The person named as the contact in the Order Confirmation is considered the Customer's authorized representative. HKBNES may take instructions directly from this contact on matters like equipment configuration and service setup.
3. **Service Registration and Commitment:**

The Service is available only after successful registration. Customer agrees that the Services will be charged at the List Price on a month-to-month basis after the expiration of the Minimum Contract Period ("MCP"). Any device(s)/ premium(s) /coupon(s) associated with the initial installation will not be re-issued. If Customer does not wish to use any of the Customer must give 30 days prior written notice (by using the prescribed form from HKBNES) to HKBNES to terminate the Services. MCP is specified in the Order Confirmation or Tariffs. If MCP is not specified in the Order Confirmation or Tariffs, the MCP is 3 months. If any of the Services are terminated before the expiration of the MCP, Customer shall pay the aggregate prevailing charges of the Services for the remaining term of the MCP. Monthly charge will remain unchanged during the MCP. The validity of this Order Confirmation form is 30 days, this form shall be signed by an authorized officer of the Customer. Full name of Customer is required. Company chop shall be provided if available.
4. **Additional Charges and Cancellation Fees:**

Customer acknowledges that HKBNES may impose, and Customer shall pay on demand, (a) additional charges as per the applicable Tariff published at any time if any of the fixed lines subscribed are used for special application: (b) additional charges incurred by HKBNES due to regulatory changes or changes in interconnection charges between HKBNES and other service provider(s), and (c) cancellation charge for cancellation of order before service activation which will be the higher of the applicable installation charge (regardless of whether it is waived or not) or amount of loss or damage suffered by HKBNES as a result of the cancellation.
5. **Third-Party Services:**

Some Services or products may be provided by third-party suppliers. Customers must comply with the terms of these suppliers, and any additional fees from using third-party services (e.g., transaction fees) will be charged separately.
6. **Service Scope and Availability:**

The Service is only available at the registered address and certain areas of Hong Kong. HKBNES will determine the necessary work and tokens for each task, and the Service will be activated within 3-6 weeks after receiving all required information.
7. **Installation Requirements:**

HKBNES requires access to the Customer's building and premises for installation. The Customer must assist by (a) liaising with the respective Building Management Office or building owner, data centre operator or relevant authority, and settling cross connection charge or any surcharges that may be imposed (one-off and monthly recurring); and (b) where internal wiring work is required, to remove and reinstate any interior furnishings that may be affected; provide necessary tools such as construction platform and seeking permission to drill holes. HKBNES may cancel this Order Confirmation without any liability to the Customer if building access is denied or necessary arrangement(s) are not made, or it is not technically or commercially feasible to install the required facilities to provide the Services. Services shall only be made available to the installation address as stated in the Order Confirmation. HKBNES may refuse to relocate the Services to any other address or charge Customer a relocation charge as specified by HKBNES.
8. **Remote Assistance and Equipment:**

The Customer must allow the installation of remote assistance software, as it is necessary for service delivery. The customer is also responsible for making available any required equipment and following HKBNES's installation instructions. Customer must check the equipment(s) after the completion of each Service and confirm that all the equipment(s) is/are working normal in all aspects. Under the monthly rental plan, equipment are property of HKBNES which has the sole administrative right thereof. Customer may purchase the rented or loaned router from HKBNES to take over the administrative right and the ownership thereof. Some device shall be provided by HKBNES to the Customer on a lease-to-own basis. Lease-to-own must be stated on the quotation or purchase order. Subject to full payment of the service charges, title and risk of the lease-to-own device shall pass to the Customer at the end of the MCP. Under the one-off payment plan, title and risk of the purchased device shall pass to the Customer upon successful delivery to the Customer's installation address. Upon termination of the Service, the Customer shall return the rented or loaned equipment to HKBNES in good condition (fair wear and tear excepted) within the period specified by HKBNES, at the Customer's own cost and expense. If the Customer requests on-site service for equipment collection, HKBNES will arrange for collection within two weeks of receiving written

notice from the Customer and may charge an equipment collection fee of \$400 or any amount deemed appropriate by HKBNES from time to time. If the equipment is not returned in good condition, the Customer will be liable for charges.

9. Voice Services and Emergency Calls:

HKBNES voice services are not suitable for lifeline devices and cannot provide the caller's location to emergency services. Customers must inform emergency services of their location during a call. HKBNES is not liable for any issues related to emergency calls from these services. For the provision of voice line services, Customer authorizes HKBNES to amend, update, or complete the information in the Notice of Service Disconnection related to the Order Confirmation on its behalf whenever necessary and take such action as HKBNES considers necessary to facilitate the disconnection of services by Customer's existing service provider and the porting of telephone numbers from Customer's existing service provider to HKBNES. Customer agrees that the existing service provider will not be liable to Customer for any losses or damages suffered or incurred by Customer arising from the number porting arrangement.

10. Payment Terms:

Customers must pay invoices within 30 days. Late or missed payments may result in service suspension without notice or compensation.

11. Data Responsibility and Liability:

Customers is responsible for backing up its data before service. HKBNES is not liable for any data loss, service interruptions, or security risks associated with the Service. Customer expressly acknowledges that there are, and assumes all responsibility related to, the security, privacy and confidentiality risks inherent in wireless communications and technology and HKBNES does not make any assurances or warranties relating to such risks. Customer acknowledges that HKBNES shall have the right to suspend all or part of the Service without notice and compensation to Customer if it is in the opinion of HKBNES that the suspension and/or termination is required and appropriate for the purpose of system maintenance, safeguarding the network stability and safety.

The Customer shall be solely responsible for maintaining its email account, for the purpose of receiving the billing statements and any relevant notice/reports from HKBNES in using the Service.

Customer shall receive a notification which includes username and password of the Service by email. Customer shall use the username and password properly and keep it confidential. Customer shall be solely responsible and remain liable for all losses, damages, claims, costs, and expenses arising from any improper use, abuse or improper disclosure of the username and password.

12. Premiums and Offers:

Premiums (if applicable) are available while stocks last. To be eligible for the premium, the Service must be successfully installed and start billing, and Customer has paid for the 1<sup>st</sup> payment after billing started, and there must be no overdue payments in Customer's account. Qualified Customers could register for premium redemption via MyAccount starting from the expiry of the third month following the start date of the first billing cycle, and within the sixth month thereafter ("Redemption Period"). Should the Customer (1) fail to successfully install and activate the Service within 1 year from the date of Order Confirmation signing, or (2) fail to register for Premiums redemption within the Redemption Period, the right to redeem the Premiums shall be automatically forfeited. HKBNES reserves the right to replace the premium with products of the same kind without prior notice to Customer, and the value of such replacement product including installation (if applicable) may differ from those of the premiums. In case of any disputes, the decision of HKBNES shall be final. The premium cannot be redeemed for cash and is not transferable. The right to redeem the premium will be automatically forfeited if there is any change to the Service plan during the MCP. No refund will be made once the premium is redeemed. To enjoy the premiums, Customer agrees that HKBNES may transfer Customer's company contact information to the third-party service provider(s) or agent(s) for the purpose of (a) providing the premiums to Customer: (b) registration purposes, and/or (c) delivery and/or installation of the premium (if applicable). If delivery/installation of premiums is required, such premiums will be delivered to Customer's stated delivery address within 8-12 weeks after the registered date of gift redemption. If delivery / installation of premiums is not required, Customer will receive premium redemption notice by email within 8-12 weeks after the the registered date of gift redemption. HKBNES' decision on the delivery methods of the premium shall be final. HKBNES may not be the manufacturer/supplier of the premium offered. In that case, the ownership of the premium will be transferred to Customer at the point of successful redemption of the premium; and any concerns on maintenance or complaints of the premiums should be directed to the manufacturer/supplier of the premiums and HKBNES is not responsible for the use of the premium.

13. Corresponding Product and/or Service Terms & Conditions:

Please refer to the corresponding Product and/or Service Terms and Conditions for service level agreement ("SLA") and warranty information. As set out on "<https://www.hkbnes.com/web/terms-conditions/>".

14. HKBNCare+ :

HKBNCare+ Tokens will expire after the stipulated expiry date without further notice.

15. Package:

If any of the services included in a Package are suspended or terminated, all other services included in the Package will also be suspended or terminated simultaneously. For the purpose of this clause, "Package" means all services or solutions designated with "Package" in their name, as updated from time to time at: <https://www.hkbnes.com/web/terms-conditions/>

16. Renewal for Equipment Rental Services and Software Subscription:

For equipment rental and services other than software subscription, after the contract expiry date the equipment rental and services will automatically continue on a month to month basis and will be charged at the List Price.

For software subscription, on the contract expiry date the licence to use the software will end and all software data (if any) will be deleted.

If Customers wish to renew, Customers must provide written confirmation by signing back the renewal Order Confirmation and returning it to us at least 5 business days in advance of becoming effective.

17. HKBNES's Discretion and Final Authority:

HKBNES reserves the sole discretion to determine the methods, routes, and time estimates for providing services, including the number of HKBNCare+ Tokens required for individual tasks. HKBNES also reserves the right to change the service delivery methods and routes at any time without prior notice or explanation.