

Special Terms and Conditions of MICROSOFT PRODUCTS

1. The provision of each of the service and equipment (if any) by HKBN Enterprise Solutions Limited and/or HKBN Enterprise Solutions HK Limited ("HKBNES") is governed by the General Terms and Conditions of HKBNES (please visit: <https://www.hkbnes.com/web/tc/terms-conditions/>), relevant special terms and conditions and other terms and conditions as set out herein. The customer is deemed to have accepted all applicable terms and conditions and the relevant tariffs when applying for the above services.
2. The products ("Microsoft Products") are supplied by Microsoft Corporation and its affiliates ("Microsoft"). Customer agrees to abide by all applicable Microsoft terms and conditions ("Microsoft T&Cs") governing the use of the Microsoft Products and their amendments from time to time (please visit: <https://www.microsoft.com/en-us/licensing/product-licensing/products> & <https://docs.microsoft.com/en-us/partner-center/agreements>).
3. To ensure Customer can operate Microsoft Products effectively, Customer's computer system, mobile devices, tablets & phones should meet minimum system requirements as specified by Microsoft (please visit: <https://products.office.com/en-WW/office-system-requirements>).
4. If Customer requests on-site support on M365/O365 ("On-site Support"), a non-standard service fee or the FixIT/HKBNCare+ token(s) will be charged per visit.
5. The On-site Support service includes Microsoft tenant creation, Microsoft license assignment for each user, phone system setup for each user & Microsoft software installation. Other support services such as email / active directory migration, setup of mobile device management, setup of security features, Windows upgrade, data recovery are also subject to additional charges. HKBNES may refer Customer's queries to third party provider(s) for all operational or technical support questions related to the product and/or service(s), upon receiving third party provider's response, HKBNES shall provide support services to Customer.
6. Customer is required to provide all information requested in the service registration form and any supplementary form and confirm the information given in the form is true, complete, and accurate. HKBNES reserves the right to charge an administration fee of HK\$250 per license per sales order for making any changes to the information provided by Customer after submission.
7. If Customer cancels the application at any time before service activation, Customer shall pay HKBNES a cancellation charge of HK\$250 per license.
8. Provision of Teams Phone add-on license with Call Direct ("Call Direct")
 - a. HKBNES will connect Customer's Teams Phone in Office 365 / Microsoft 365 to telecommunications network of HKBNES via Microsoft Direct Routing, so that users can make and receive calls using Microsoft Teams ("Teams") in Office 365 / Microsoft 365;
 - b. HKBNES reserves all its rights and final discretion to suspend and/or terminate provision of Call Direct without prior notice and/or giving any reason;
 - c. HKBNES reserves all its rights and final discretion to determine the methods and delivery route for the provision of Call Direct to Customer and HKBNES may change such methods and routes from time to time as it shall deem appropriate without prior notice and/or giving any reason therefor; and
 - d. HKBNES may immediately suspend and/or terminate provision of Call Direct without giving notice thereof to Customer, if in the opinion of HKBNES, Customer causes or is likely to cause or permits any third party to cause (either by act or omission) any failure, disruption, interruption or congestion of or in any telecommunications network or services (whether of HKBNES or any other third party).
9. Numbers
 - a. HKBNES may, at the option of Customer, assign a new telephone number ("New Number") or provide a temporary telephone number to Customer if Customer opts for porting its existing telephone number ("Existing Number") to HKBNES or its third party provider, the service of which will be terminated automatically after the Existing Number has been successfully ported to HKBNES or its third party provider.

- b. HKBNES reserves the right to vary or cancel such New Number(s) or Existing Number at any time where such variation is required by law or for the discharge of any obligations under the provisions of the Telecommunications Ordinance (Cap. 106) or other applicable rules and regulations. HKBNES will inform Customer of such variation or cancellation where reasonably practicable to do so.
 - c. Unless otherwise notified by Customer, Customer is deemed to have consented for HKBNES to include Customer's information including without limitation company name, corresponding address, nature of business and telephone number(s) in HKBNES' directory in order for HKBNES to provide directory enquiry services. If Customer requests HKBNES not to include any of its information in HKBNES' directory, Customer shall give prior written notice to HKBNES.
 - d. Customer shall be responsible for the security of any unpublished New Number or Existing Number. HKBNES will not be liable for any loss or damage sustained by Customer's arising out of the disclosure of such unpublished numbers.
 - e. HKBNES and its third party provider shall not be liable to Customer or any other person for loss or damage (whether direct or indirect) resulting from delay or failure of HKBNES and/or its third party provider to provide directory enquiry services or public emergency call service or in connection with number porting arrangements except to the extent required by law.
 - f. Customer shall not assign, transfer or otherwise dispose of the telephone number provided by HKBNES without prior written consent of HKBNES.
10. Upon the termination of Teams Phone add-on license with Call Direct, HKBNES shall have the right to assign the telephone number previously provided to Customer to any other customers (except where the telephone number is successfully ported to other fixed network operators before such termination).
11. The maintenance fee of HK\$300 or any other amount as HKBNES shall stipulate from time to time will be charged for all on-site maintenance service, unless any failure/problem is due to the default of the system or equipment/accessories of HKBNES.
12. Customer authorizes HKBNES and its third party provider to process the application for porting the Existing Number to HKBNES or its third party provider. Customer acknowledges and agrees that HKBNES and its third party provider shall not be liable to Customer and any third party for any direct and/or indirect loss incurred by Customer or any third party in connection with Call Direct and/or number porting whether in contract, tort and/or otherwise.
13. In the event that the Existing Number cannot be ported to HKBNES or its third party provider within sixty (60) days upon successful installation of Teams Phone add-on license with Call Direct due to the incomplete, wrong or false information provided by Customer or due to any ground beyond the reasonable control of HKBNES and/or its third party provider, HKBNES shall have the right to charge Customer service fee from the date of successful installation of Teams Phone add-on license with Call Direct.
14. Customer needs to use the Microsoft Teams through data network or Wi-Fi for VoIP call. HKBNES shall not be liable for any charges incurred by Customer for using data networks or Wi-Fi in or outside Hong Kong.
15. HKBNES and third party provider (including but not limited to Hong Kong Broadband Network Limited ("HKBN")) do not guarantee, and Customer acknowledges and agrees, that the call quality or service performance may be affected by the stability of Wi-Fi connection or data network. Customer should check with his/her network operator for any connection problems or restrictions on call and VoIP functions, or any additional charges for using VoIP. HKBNES and third-party provider (including but not limited to HKBN) will not be liable for the service failure due to the above situations.
16. If Customer is a new user of Microsoft Teams, HKBNES will help to create a new Teams user account for Customer. Customer accepts and authorizes HKBNES to access the user account for account setup and troubleshooting. If Customer is an existing Microsoft M365 user, Customer is required to grant access privileges of Teams user account to HKBNES for account setup and providing service support.
17. If Customer suspects that any unauthorized third party may have obtained account login of the subscribed Microsoft Products, please contact HKBNES immediately.

18. Unless otherwise explicitly agreed, the service(s) shall normally be activated by HKBNES within 7-14 working days upon receipt of all necessary documents from Customer.
19. Subject to Clause 20, Customer is required to give 30 days' prior written notice (by using the prescribed cancellation form provided by HKBNES) to HKBNES to early terminate the Service Plan(s).
20. Microsoft does not accept cancellation or reduction in license quantity within contract period. If the service(s) is/are terminated within the contract period for whatever reasons, Customer shall pay to HKBNES as liquidated damages the total amount of the monthly fees payable for the remaining contract period as well as any administration fees from terminating the service(s) (if applicable).
21. There will be no on-going license or service provided after the contract period. Customer is required to contact HKBNES for any renewal plan and confirm before the end date of existing contract.
22. HKBNES and its third party service provider(s) do not guarantee the reliability, security, accuracy or completeness of these services.
23. Any payment made to HKBNES will be non-transferable and non-refundable.
24. HKBNES and Microsoft reserve the right to make any changes to the service(s) without notice to the Customer in advance. In case of any disputes, the decision of HKBNES shall be final and conclusive.
25. Customer agrees that HKBNES may appoint and/or engage HKBN and/or any other third party provider(s) to provide any or all services, to Customer, including pre-sale and after-sale services, marketing, provision of equipment, invoicing, customer services, collection of payment and other account related services if applicable. Third party provider(s) may introduce new product and/or services, or remove existing products features and functionality as part of the improvements. Third party provider(s) may update the product description and/or remove the product from the cloud from time to time.
26. The price of the service shall be subject to change from time to time with a prior notice of no less than thirty (30) days provided to Customer.
27. In no event shall HKBNES be liable for any indirect loss, damages, costs and expenses, special, incidental, consequential, punitive, or exemplary damages suffered by HKBNES or its affiliates, agent or subcontractor or any third party or Customer in connection with, incidental to and consequential arising out of the product(s) and/or service(s) whether or not such loss or damage were within contemplation. THE TOTAL LIABILITY OF HKBNES SHALL NOT EXCEED AN AMOUNT EQUIVALENT TO THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER.
28. If there is any inconsistency amongst the terms and conditions of the registration form, the General Terms and Conditions of HKBNES, the terms and conditions in the registration form shall prevail to the extent of such inconsistency.
29. Customer shall subscribe for the Microsoft 365 license and Phone System/ Business Voice add-on license in the same account in order to enjoy phone system features.
30. Windows 365 will provide a remote PC environment and may not provide Hong Kong IP address, which depends on the service provided by Microsoft.
31. For Windows 365 Business, Customer can only use the service on cloud application, which is not connected to any on-premises service.
32. Customer shall agree with the terms set out in the Microsoft Customer Agreement (<https://www.microsoft.com/licensing/docs/customeragreement>).
33. Windows 365 is meant to support a wide range of individual productivity scenarios, including document and content creation, sharing, meetings and collaboration. The intended usage does not include server-like usage such as website hosting and content streaming.

34. For Windows 365 Business, the following outbound data volume limits apply:

1 vCPU / 2 GB / 64 GB: includes 12 GB of outbound data per user per month.

2 vCPU / 4 GB / 64 GB, 2 vCPU / 4 GB / 128 GB, 2 vCPU / 4 GB / 256 GB, 2 vCPU / 8 GB / 128 GB, 2 vCPU / 8 GB / 256 GB: includes 20 GB of outbound data per user per month.

4 vCPU / 16 GB / 128 GB, 4 vCPU / 16 GB / 256 GB, 4 vCPU / 16 GB / 512 GB: includes 40 GB of outbound data per user per month.

8 vCPU / 32 GB / 128 GB, 8 vCPU / 32 GB / 256 GB, 8 vCPU / 32 GB / 512 GB: includes 70 GB of outbound data per user per month.

35. Typical outbound data activities include saving a file from the Cloud PC to an external location and data transfer outside of Microsoft cloud services. The outbound data levels included with Windows 365 Business are intended to cover these typical user activities. Beyond these levels, Microsoft may restrict bandwidth and outbound data volume on a case-by-case basis to protect quality of service for all Windows 365 users and customers.

36. For the bundle plan of Windows 365 with HKBNES broadband service, the installation of Windows 365 should be within 7 working days after successful installation of broadband service.

37. The standard scope of installation / setup services supported by HKBNES or by FixIT/HKBNCare+ are listed below:

Current Service Name	Windows 365 Business	Exchange Online Kiosk	Exchange Online Plan 1	Exchange Online Plan 2	M365 app for business	M365 Business Basic	M365 Business Standard	M365 app for enterprise	O365 E1	O365 E3	M365 Business Premium	M365 E3	M365 E5
Old Service Name					O365 Business	O365 Business Essentials	O365 Business Premium	Office ProPlus			M365 Business		
Basic Support for Setup	Create User (new Microsoft tenant only, if end user need)	x	x	x	x	x	x	x	x	x	x	x	x
	Assign License (new Microsoft tenant only, if end user need)	x	x	x	x	x	x	x	x	x	x	x	x
	Domain Setup (parking to HKBN only, if end user need)	x	x	x	x	x	x	x	x	x	x	x	x
Services Support by HKBNCare+ (Need FixIT/HKBNCare+ Token)	Outlook email setup with onsite service (Not include email backup and migrate)							x				x	x
	Office App installation with onsite service (Max install 3 devices per order)									x			
Services Support by HKBNCare+ (Need FixIT/HKBNCare+ Token)	SBC domain setup Phone System/business voice with call direct (Simple provision in PowerShell) - remove support if licenses purchase from HKBN and customer must provide Global Admin for provisioning											x	
x - Service is included													