

Special Terms and Conditions of SuperTone / Cloud Voice S Service (“the Service”)

1. Unless otherwise stated, words and expressions used herein shall have the same meaning ascribed to them in the General Terms and Conditions of HKBNES.
2. Provision of Service
 - (i) The Service shall only be made available to corporate customers within Business Line network of HKBNES ;
 - (ii) HKBNES reserves all its rights and final discretion to suspend and/or terminate provision of the Service without prior notice and/or giving any reason therefore; and
 - (iii) HKBNES reserves all its rights and final discretion to determine the methods and delivery route for the provision of the Service 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.
 - (iv) HKBNES may immediately suspend and/or terminate provision of the Service without giving notice thereof to the Customer, if in the opinion of HKBNES, the 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).
3. The use of Service
 - (i) Customer shall be responsible for all Charges for the provision of the Service by HKBNES unless and until the Service is terminated in accordance with the terms and conditions herein.
 - (ii) Unless otherwise provided, Customer agrees to subscribe the Service for a minimum period of 12 months from the Service activation date (“Minimum Contract Period”). If the Service is terminated for whatever reasons during the Minimum Contract Period, Customer shall pay the monthly service fee for the remainder of the Minimum Contract Period or the set-up charge / installation charge as set out in the registration form whichever the higher.
 - (iii) Subject to sub-clause (ii), Customer may terminate the Service by giving at least thirty (30) days prior written notice to HKBNES. No written confirmation will be given by HKBNES upon such termination.
4. All features to be provided under the Service can only be activated or deactivated by using a touch-tone telephone operated with dual tone multi-frequency (DTMF) dialing function.
5. Numbers
 - (i) HKBNES may assign PIN and/or Password to Customer for the use of the Service and/or any features. 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 , the service of which will be terminated automatically after the Existing Number has been successfully ported to HKBNES .
 - (ii) 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 the Customer of such variation or cancellation where reasonably practicable to do so.
 - (iii) 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’s directory in order for HKBNES to provide directory enquiry services. If Customer requests HKBNES not to include any of its information in HKBNES’s directory, Customer shall give prior written notice to HKBNES.
 - (iv) 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.
 - (v) HKBNES shall not be liable to the Customer or any other person for loss or damage (whether direct or indirect) resulting from delay or failure of HKBNES to provide directory enquiry services or public emergency call service or in connection with number porting arrangements except to the extent required by law. (vi) Customer shall not assign, transfer or otherwise dispose of the telephone number provided by HKBNES without the written consent of HKBNES.
6. Customer understands that the Service may be temporarily suspended in case of power failure and HKBNES shall in any such case resume the provision of the Service as quickly as practicable. Calls may temporarily not be able to be connected to “Customer Input Terminal” of Hong Kong Jockey Club through the Service.
7. Customer shall comply with directions given by HKBNES from time to time in relation to modifications required to any apparatus at the installation address or such other action as necessary to eliminate any interference, impediment or impairment to the Service or the Network.
8. The Customer shall not, nor permit any other person to alter, remove, add to, or otherwise interfere with the equipment provided by HKBNES (“the Equipment”) or any identifying marks or numbers on the Equipment.
9. The Customer shall:
 - (i) provide suitable physical and operating environment for the Equipment;

- (ii) provide adequate security to protect the Equipment from theft, damage or misuse and to provide reasonable care in the use of the Equipment;
 - (iii) use the Equipment solely for the purposes provided;
 - (iv) obtain any consents or approval required for the installation and connection of the Equipment (where applicable);
 - (v) notify HKBNES as soon as reasonably practicable of any damage, fault, theft or loss of the Equipment.
10. Upon the termination of the Service, 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 to process the application for porting the Existing Number to HKBNES. Customer acknowledges and agrees that HKBNES excludes all liability to the Customer and any third party arising out of or in connection with the Service and/or number porting whether in contract, tort and/or otherwise and including direct and/or indirect loss incurred by the Customer or any third party.
 13. In the event that the Existing Number cannot be ported to HKBNES within 60 days upon successful installation of the Service due to the incomplete, wrong or false information provided by Customer or due to any ground beyond the reasonable control of HKBNES, HKBNES shall have the right to charge the Customer Service Fee from the date of successful installation of the Service.
 14. The HKBNES MobileOffice Plus application (the "App") is a VoIP mobile application which can be downloaded to smartphone supporting iOS (version 8.0 or above) and Android (version 4.0 or above) operating systems. The App only allows one access to one device at the same time.
 15. Customer needs to use the Service through cellular network for voice calls and data network or Wi-Fi for initiating outgoing call, call log retrieval and call settings. Customer needs to use the Service through data network or Wi-Fi for VoIP call. HKBNES shall not be liable for any voice call and data charges incurred by Customer for using cellular and data networks in or outside Hong Kong.
 16. The monthly service fee does not cover the airtime of calls made through cellular network, calls which incur usage-based charges and the data charges incurred by Customer for using data network in or outside Hong Kong. Making outgoing calls to non-Hong Kong local numbers will incur IDD long distance call charges and airtime.
 17. HKBNES does not guarantee, and Customer acknowledges and agrees, that the call quality or service performance may be affected by the stability of cellular network, 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 will not be liable for the service failure due to the above situations.
 18. Customer understands and agrees that the provision of the Service may be affected by uncertain factors such as Customer's mobile device settings, the restrictions of the relevant laws and regulations of Hong Kong or other overseas destinations, and other power failure which cannot be controlled by HKBNES. If the Service is interrupted or temporarily suspended due to the aforesaid events or other events which are beyond control of HKBNES, HKBNES will not be liable for any loss or damage whatsoever incurred by the Customer.
 19. Customer should ensure that his/her login information will be kept properly and securely and shall not be disclosed to any third party under any circumstances. HKBNES shall not be responsible for any loss due to the disclosure of such information.
 20. An updated version of the App will be released from time to time to provide security updates fix bugs, add new features, or make changes to certain technical specifications. When the updated version has been made available at Apple App Store or Google Play store, Customer may need to upgrade their smart phone's operating system in order to download and use the updated version of the App. If Customer for whatever reasons has not downloaded for use any updated version of the App resulting in the use of the App and/or the quality of the Service being adversely affected, HKBNES shall not be responsible for any claims, losses and expenses arising therefrom.
 21. Customer shall not resell, transfer or sub-license the App or related application to any third party, or modify or distribute the App or relating application in connection with the Service for any purposes. Copyright, trademark and any other intellectual property of the App or related application relating to the Service are licensed to HKBNES by the relevant third party vendor and/or partly owned by HKBNES. In case of any termination of licence by the third party vendor, HKBNES reserves the rights to terminate the Service with the Customer. Customer agrees that he/she shall not claim against HKBNES for any loss caused by such termination of the Service.

22. Customer acknowledges that SuperTone, Cloud Voice S service must not be used by lifeline user or connected to lifeline devices.
23. Customer acknowledges that HKBNES will not be able to ascertain and to provide the geographical location of the caller to the emergency service authorities for emergency call made via SuperTone, Cloud Voice S service. Customer must advise its geographical location to emergency service authorities during emergency call. Customer hereby indemnifies and holds harmless HKBNES or its officers or agents against any liability, claim, loss, damage or expense arising from any event of emergency call from these services.
24. HKBNES reserves the right to suspend or terminate the Service with the Customer if HKBNES receives report from any government agencies or regulators or HKBNES has grounds to suspect (which HKBNES has the sole discretion to determine) that the Customer may be engaged in illegal or unauthorized activities. Customer agrees that he/she shall not claim against HKBNES for any loss caused by such termination of the Service.
25. These Service Terms and Conditions are available in both English and Chinese, and both language versions shall have the same legal effect.