

Special Terms and Conditions of i2Fax Plus Service (“the Services”)

1. Unless otherwise explicitly agreed, HKBNES will endeavor to activate the Service within 1 week upon receipt of all necessary documents from Customer.
2. The Service is only applicable to Customer upon successful registration. Customer must commit to the Service with contract terms as specified in this Order Confirmation and make a prepayment of an amount as set out herein (if applicable).
3. If Customer cancels the application at any time before service installation, Customer shall pay HKBNES a cancellation charge of HK\$1,600.
4. The Customer shall be entitled to transmit a specified number of pages of facsimile, or such other pages as may from time to time designated by HKBNES, for free per month. Additional IDD charges shall be chargeable to the Customer according to IDD 0030 rate plan for overseas facsimiles. All IDD charges shall be calculated on a per 1-minute basis.
5. The Customer agrees to pay, including all related IDD charges, and at all times be fully responsible for all facsimiles sent from the Customer’s account (“Transmitted Fax”). Transmitted Fax means all facsimiles transmitted from the Customer’s account, knowingly or unknowingly by the Customer, as recorded by HKBNES regardless of whether the recipient receives (in whole or in part) or reads such facsimiles.
6. The calculation of pages for the use of the Service shall be based on HKBNES’s record.
7. The Customer shall be solely responsible for maintaining its email account, including the payment of the relevant charges, for the purpose of receiving the relevant notice/reports from HKBNES in using the Service.
8. HKBNES will not be responsible for any failure of transmission of facsimile resulting from delays, non-deliveries, mis-deliveries, or service interruptions. Nonetheless, the Customer shall be responsible for all relevant charges and expenses for such transmission. Customer acknowledges and agrees that HKBNES disclaims any liability for (i) any damage to or loss of data, software and/or hardware pre-installed in the Customer’s computer; (ii) any claim for any direct or indirect loss of revenue, profit or any consequential loss whether of economic nature or any such loss the Customer or any third party suffered as a result of any error disruption and/or computer virus introduced into the Customer’s computer system and (iii) any claim for the disruption or suspension of the Customer’s computer or any part thereof. HKBNES exercises no control and shall not accept any liability or responsibility whatsoever over the content passing through the Service.
9. HKBNES makes no warranties of any kind including without limitation to fitness for purpose, quality standard or continuity, whether expressed or implied, for the Service it is providing and in particular disclaims any liability or responsibility for the accuracy or quality of information obtained through its Service. HKBNES will not be responsible for any damage in relation to the Service including loss of data, voice or other information resulting from delays, non-deliveries, mis-deliveries, or service interruptions.
10. All payments shall be made within 30 days from the date of the invoice.
11. If Customer continues to use the Service after the Contract Period, Customer will be charged the List Monthly Charge of the Service.
12. Subject to Clause 13, Customer shall give 30 days’ prior written notice (by using the prescribed cancellation form provided by HKBNES) to HKBNES to terminate the Service.
13. If the Service(s) is/are terminated within the Contract Period by Customer for its convenience, or by HKBNES due to Customer’s contractual breach, Customer shall pay to HKBNES as liquidated damages the total amount of the Net Monthly Charge of the Service payable for the remaining Contract Period.
14. HKBNES may engage Hong Kong Broadband Network Limited (“HKBN”) and/or any other third-party provider(s) to provide any or all services to Customer, including pre-sale or after sale services, marketing, provision of equipment, invoicing, collection of payment and other account related services if applicable.
15. This Order Confirmation shall be signed by an authorized officer of Customer with company chop.