

Special Terms and Conditions of Mobile Internet (“the Service(s)”)

1. Unless otherwise explicitly agreed, HKBNES will endeavor to activate the Service within 1-2 weeks upon receipt of all necessary documents from Customer.
2. The Services are only applicable to Customer upon successful registration and installation. Customer must commit to the contract terms as specified in the Service Form.
3. If Customer cancels the application at any time before service installation, Customer shall pay HKBNES a cancellation charge of HK\$2,400.
4. The Services will be provided at the service address stated in the Service Form. HKBNES may refuse to relocate the Service to another address or charge Customer a relocation charge as stipulated by HKBNES from time to time.
5. All payments shall be made within 30 days from the date of the invoice.
6. If Customer continues to use the Services after minimum contract period specified in the Service Form (“Minimum Contract Period”), Customer will be charged (i) the Standard Monthly Fee and (ii) Monthly Rental Fee of Router (if subscribed) specified in the Service Form.
7. Subscriber can enjoy \$28 monthly administration fee waiver. This \$28 monthly administration fee waiver is only applicable within the Minimum Contract Period and when the Services are still active.
8. Subject to Clause 9, Customer shall give 30 days’ prior written notice (by using the prescribed cancellation form provided by HKBNES) to HKBNES to terminate the Services.
9. If the Service(s) is/are terminated within the Minimum 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 Discounted Monthly Fees of the Service payable for the remaining term of the Minimum Contract Period.
10. All equipment (if applicable) provided by HKBNES and/or the third-party provider of Services on loan basis must be returned to HKBNES within 30 days from date of termination of Service. If Customer does not return the equipment within the said period or in case of any loss of or damage to the equipment or any part thereof (including Original Box, Voltage Transformer, LAN Cable), HKBNES shall have the right to charge Customer HK\$5,000 or charges specified by HKBNES from time to time. HKBNES will either debit such amount (if applicable) directly from the credit card account registered by Customer with HKBNES or treat it as a debt payable (if applicable) by Customer without further notice.
11. Upon termination of Service, Customer shall at its own costs and expenses return the relevant equipment to HKBNES within the period specified by HKBNES in good condition (fair wear and tear excepted). If Customer requests HKBNES to attend on-site for collecting the equipment, HKBNES will make the arrangement within 2 weeks after receipt of Customer’s written notice and will charge an equipment collection fee of HK\$300.
12. 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.
13. The Service Form shall be signed by an authorized officer of Customer with company chop.
14. The provision of the Service and equipment (if any) by HKBNES is governed by the terms and conditions contained in the Service Form, the General Terms and Conditions of HKBNES (please visit: <https://www.hkbnes.net/en/terms.shtml>)

and the special terms and conditions for the Service (if any). Customer is deemed to have accepted all applicable terms and conditions and the relevant tariffs when applying for the Service.

15. Customer shall complete registration of SIM card with HKBNES pursuant to the Telecommunications (Registration of SIM Cards) Regulation (Cap. 106A1) in order to activate or continue the use of SIM card service.

16. Service is only available within the coverage areas of mobile telecommunications network and other systems owned or operated by Hutchison Telephone Company Limited, China Mobile Hong Kong Company Limited, or SmarTone Telecommunications Holdings Limited (each a "Network Provider" and collectively "Network Providers"). Within the network coverage areas of the Network Providers, there may be places where access to the Service is limited or unavailable.

17. The Network Providers cannot guarantee fault-free Service. There may be situations where the Service is not continuously available or information is not duly transmitted to, and received by, Customer or the quality is affected, for example:
 - (a) when any Network Provider needs to perform any upgrading, maintenance or other work on its network or the Service;
 - (b) data sessions may not be maintained when Customer moves between networks of Network Providers or other network providers;
 - (c) because of factors outside the Network Providers' control, such as the features or functionality of Customer's device (other than a mobile phone), regulatory requirements, lack of capacity, interruptions to services from other network providers and content providers (who supply any data, information, images, graphics, video/audio content, applications, downloadable files or other multimedia content that can be accessed using the Service), faults in other communications networks, the weather or radio interference caused by hills, tunnels or other physical obstructions; or
 - (d) where Customer is in areas not covered by the networks of the Network Providers in which case the Service relies on other network provider's networks which the Network Providers have no control."