



## Terms and conditions:

1. The fixed-line services are supported by Hong Kong Broadband Network Enterprise Solutions Limited (hereinafter referred to as "HKBNES").
2. Unless otherwise agreed in writing, Services will be activated by Hutchison Telephone Company Ltd (hereinafter referred to as "The Company") within 3-6 weeks upon receipt of all necessary information from Customer.
3. Customer agrees that the Services will be charged at the List Price on a month-to-month basis after the expiration of the 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 Services, Customer must give 30 days' prior written notice (by using the prescribed form from The Company) to The Company 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.
4. Customer authorizes The Company 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 The Company 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 The Company. 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.
5. Customer acknowledges that The Company 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 The Company due to regulatory changes or changes in interconnection charges between The Company 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 The Company as a result of the cancellation.
6. Services shall only be made available to the installation address as stated in the Order Confirmation. The Company may refuse to relocate the Services to any other address or charge Customer a relocation charge as specified by The Company.
7. Customer acknowledges that the Contact Person specified in the Order Confirmation shall be its authorized representative and The Company, its agents and/or contractors may take instructions directly from Contact Person on any matters relating to the Order Confirmation including configuration of equipment, function or feature setting of the equipment and service provisioning.
8. Provision of Services is subject to The Company gaining access to the building and Customer's premises to install the necessary facilities including equipment and wiring and in some situation access to the use of any in-situ wires in Customer's building or premises. Customer shall facilitate such access including: (a) liaising with the relevant 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. The Company may cancel the Order Confirmation without any liability to Customer if 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.
9. For Business Broadband / Fibre Business Broadband / Direct Fibre Internet Services: the access speed is measured and quoted in unit of Megabit per second (Mbps) or Gigabit per second (Gbps). The actual throughput for each circuit will be affected by usage levels, network configuration, coverage and extraneous factors. The Company may take such action as it sees fit to ensure that the throughput does not exceed the subscribed limits.
10. Customer acknowledges that voice communication services provided by The Company must not be used by lifeline user or connected to lifeline devices.
11. Customer acknowledges that The Company 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 voice communication services provided by The Company. Customer must advise its geographical location to emergency service authorities during

emergency call. Customer will indemnify and hold harmless The Company or its officers or agents against any liability, claim, loss, damage or expense arising from any event of emergency call from these services.

12. Upon service termination, The Company will arrange to collect the equipment(s) installed at Customer's premises. Customer will pay The Company charges if the equipment(s) is not returned in good condition.
13. Customer are required to return the designated IP Phone equipment with full packing, accessories and user guide within 14 days of the Service contract expiry date to selected point of sales. Otherwise, the Service will continue to be provided at the original Service fee (or at prevailing Service fee) per month till IP Phone Plan contract expiry or customers terminate the Service. Cost of non-return or lost of IP Phone equipment will be charged (i) IP Phone: Polycom VVX 311L HK\$1,110 (ii) Switch: GS308 8 PORT 10/100 SWITCH HK\$240 (if applicable).