

香港寬頻「國際飛線漫遊」服務登記表格

HKBN "International Call Forwarding" Service Registration Form



城市電訊(香港)有限公司(後稱「城市電訊」)將代香港寬頻網絡有限公司(後稱「香港寬頻」)提供銷售、諮詢、收取費用、一切售後服務及客戶服務等服務。
City Telecom (HK) Ltd. (hereafter "CTI") shall provide sales, enquiry, billing, all after-sales and customer service for and on behalf of Hong Kong Broadband Network Limited (hereafter "HKBN").

個人資料 Personal Data 請以英文正楷填寫 Please fill with block letters

香港身份證上之英文姓名 English Name as on HKID Card (請先填寫姓氏 Family Name First)	香港身份證號碼 HKID Card No.	性別 (男/女) Sex (M / F)	出生日期 (年/月/日) Date of Birth (YY / MM / DD)
住宅地址 Home Address	住宅電話 Home Tel. No.		
通訊地址 Mailing Address (若與上述不同 If different from above)	日間聯絡電話 Daytime Contact Tel. No.		

登記香港寬頻「國際飛線漫遊」M42A 服務 Register HKBN "International Call Forwarding" Service M42A Plan

優惠詳情: Offer Details:	預繳費用 Prepaid Service Fee	免費中國飛線漫遊通話時間 Free China Calling Time	中國飛線漫遊優惠價 China ICF Special Rate	功能 Features
	預繳首 3 個月月費為港幣\$111 Prepay HK\$111 for the first 3-month service fee	隨後每 3 個月預繳季費為港幣\$111 Prepaid HK\$111 for every 3 months thereafter	送首 3 個月每月 30 分鐘 Free the first 30 mins for the first 3 months	港幣 HK \$1.69 / 分鐘 min 永久免費香港鈴聲 Free HK Ringtone

登記香港寬頻「國際飛線漫遊」服務之香港流動電話號碼
Register HK Mobile Phone No for HKBN "ICF" service

預設飛線往海外電話號碼
Designated Overseas No. for "ICF" Service

香港寬頻「國際飛線漫遊」M42A 服務計劃條款及細則:

1. 凡登記本 M42A 服務計劃之客戶,由服務生效日起計首三個月,將可每月(以適用賬單週期計算)享用首 30 分鐘免費飛線漫遊通話時間,以香港寬頻「國際飛線漫遊」服務接聽從香港轉駁至中國流動電話號碼之來電。所有免費通話時間將適用於指定之香港寬頻飛線漫遊號碼。於上述三個月內所有額外之通話分鐘或接聽從香港轉駁至中國固網電話號碼之來電之通話分鐘或於上述三個月期滿後於中國接聽所有從香港轉駁之來電之通話分鐘,將以每分鐘港幣\$1.69 計算。惟所有於個別賬單週期剩餘之免費通話時間將會被自動取消及不可累積至下一個賬單週期,該免費通話時間亦不可兌換現金或轉讓。所有已繳款項將不得轉讓及不予退還,有合理原因者則作別論。所有免費通話時間之計算方法,乃根據客戶實際使用時間之次序,順序從免費通話時間中扣除。2. 凡登記本 M42A 服務計劃之客戶,於中國接聽所有從香港轉駁之來電之通話費將按照香港寬頻「國際飛線漫遊」服務不時訂定之標準價格計算。現時香港寬頻「國際飛線漫遊」服務之中國標準價格為每分鐘港幣\$1.69。而所有接聽從香港轉駁至其他國家之來電通話將按照香港寬頻「國際飛線漫遊」服務不時訂定之標準價格計算。3. 凡成功登記 M42A 服務計劃之客戶,可免費獲贈香港鈴聲。4. 本 M42A 服務計劃之服務費為每月港幣\$37,客戶須繳付首三月之服務費(合共港幣\$111)及服務生效日該月按比例額外收取之服務費(如服務生效日並非為該賬單週期之首日)以享用本 M42A 服務計劃之優惠。本服務計劃之服務季費為港幣\$111。客戶須按城市電訊發出之賬單預繳服務季費及繳付所有賬項。服務費並不包括於香港、中國或海外當地之通話費,接聽從香港轉駁之來電通話費及所有新增功能之服務費。所有已繳款項將不得轉讓及不予退還,有合理原因者則作別論。5. 城市電訊將代香港寬頻提供銷售、諮詢、收取費用、一切售後服務及客戶服務等服務。客戶明白及同意城市電訊代香港寬頻收取有關此 M42A 服務計劃之所有服務費用,直至另行通告。6. 客戶如欲終止或暫停本 M42A 服務計劃,須以書面通知城市電訊。城市電訊及香港寬頻將於城市電訊收到客戶書面通知 30 天內終止或暫停該服務。惟客戶仍須付清該服務被終止或暫停前一切所須繳交之服務費用。7. 一切與此 M42A 服務計劃有關的任何通知,須以書面通知城市電訊,方為有效。8. 客戶明白所有優惠將於客戶更改服務計劃或該服務被終止或由於客戶違反本條款及細則或香港寬頻「國際飛線漫遊」服務條款及細則或香港寬頻及城市電訊之一般條款及細則一併終止。9. 城市電訊及香港寬頻有權隨時修改、延遲、停止或取消操作、提供及/或供應此 M42A 服務計劃、有關之服務計劃之價格及/或此 M42A 服務計劃之價格(全部或部份),而毋須提供任何理由,惟城市電訊會盡量給予客戶 30 天事前通知或按實際情況下給予客戶事前通知。在法律容許的範圍內,客戶不得就此 M42A 服務計劃及/或其任何部份之終止或其他事宜,以任何形式向城市電訊及/或香港寬頻或其董事、僱員、代理人、股東或管理人員提出任何性質的索償或要求。10. 客戶並同意同時遵守香港寬頻「國際飛線漫遊」服務條款及細則及香港寬頻及城市電訊之一般條款及細則。如當中有任何歧異,在該等歧異上,一概以本 M42A 服務計劃條款及細則為準。11. 本條款及細則受香港特別行政區的法律所約束,並受香港特別行政區的法律所詮釋。

Customers who registered under M42 service plan shall be entitled to enjoy first 30 free Call Forwarding calling time per month (In accordance with the applicable billing cycle) for receiving calls forwarded from Hong Kong to telephone number in mobile network in China for a period of 3 months from the service activation date. Any additional usage or receiving calls forwarded from Hong Kong to telephone number in fixed line in China above shall be charged at the rate of HK\$1.69 per minute. The above mentioned free Call Forwarding calling time will be automatically forfeited by the end of each month and shall not be carried forward to the next month nor redeemed for cash. 2. The rates for receiving calls forwarded from Hong Kong in China or any other countries will be calculated in accordance with the standard rate of HKBN International Call Forwarding Service as may be changed from time to time. The current standard rate of HKBN's "International Call Forwarding" Service for receiving calls forwarded from Hong Kong in China is HK\$1.69 per minute. All receiving calls forwarded from Hong Kong in any other countries will be charged in accordance with the standard rate of HKBN's "International Call Forwarding" Service as may be changed from time to time. 3. Customers who have successfully registered under this M42 Service Plan shall enjoy free "Hong Kong Ringtone" functions which are only applicable to HKBN International Call Forwarding Service for receiving calls forwarded from Hong Kong to a mobile telephone number registered in China. 4. The monthly service fee of this M42 service plan is HK\$37. Customers shall prepay the quarterly service fee HK\$111 ("Quarterly Fee") and the service fee for the relevant month in which the service is activated on a pro rata basis (if the service activation date is not on the first day of the relevant billing cycle) in order to be eligible for the special offer under this M42 service plan. Customers shall pay the Quarterly Fee in advance and any other charges as stated in the invoices issued by CTI. The Quarterly Fee shall not include any charges for local calls made in Hong Kong, China or overseas, or charges for answering calls forwarded from Hong Kong and other service charge for any new or extended service (excepted the "Caller ID Display" function mentioned in Clause 3 above). All payments made shall not be refundable nor transferable without reasonable cause. 5. CTI shall provide services including but not limited to sales, enquiry, billing, all after-sales, customer service and any other services for and on behalf of HKBN. Customers understand and agree that CTI shall collect all charges payable for this M42 Service Plan for and on behalf of HKBN until further notice. 6. Customer shall notify CTI in writing if he wants to suspend or terminate this M42 Service Plan. CTI and HKBN shall suspend or terminate the service accordingly within 30 days upon receiving such notice by CTI. Notwithstanding aforesaid, Customers shall still be fully responsible for all charges payable to HKBN on or before the date of suspension or termination of the service. All notices in relation to the this M42 Service Plan shall be sent to CTI in writing. 7. CTI shall provide services including but not limited to sales, enquiry, billing, all after-sales, customer service and any other services for and on behalf of HKBN. Customers understand and agree that CTI shall collect all charges payable for this M42A Service Plan for and on behalf of HKBN until further notice. 8. Customer shall notify CTI in writing if he wants to suspend or terminate this M42A Service Plan. CTI and HKBN shall suspend or terminate the service accordingly within 30 days upon receiving such notice by CTI. Notwithstanding aforesaid, Customers shall still be fully responsible for all charges payable to HKBN on or before the date of suspension or termination of the service. All notices in relation to this M42A Service Plan shall be sent to CTI in writing. 9. Customers understand that all offers provided in this M42A Service Plan shall be terminated if Customers change the service plan or the service is terminated or Customers breach any terms and conditions contained herein, the Terms and Conditions for HKBN International Call Forwarding Service or the terms and conditions of the General Terms and Conditions of HKBN and/or CTI. CTI and HKBN shall have the right to modify, postpone, terminate or cancel the operation, provision and / or the availability of this M42A Service Plan, the rate of the relevant service plan and / or the rate of this M42A Service Plan (whether in whole or in part) from time to time., HKBN shall endeavour to provide notification 30 days or any other period as reasonably practicable in the circumstances in advance of its effective date. To the extent permitted by law, no claim or demand of whatever nature and howsoever arising out of the termination of this D7 Service Plan or any part thereof or any other matter arising thereby shall be made by Customer against CTI and / or HKBN or its directors, employees, agents, shareholders or management in connection with such termination or otherwise. 10. Customers also agree to abide by the Terms and Conditions for HKBN International Call Forwarding Service and the terms and conditions of the General Terms and Conditions of HKBN and/or CTI. In case of inconsistency, these terms and conditions for M42A Service Plan shall prevail to the extent of inconsistency. 11. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

信用資料及付賬方法 Credit Reference & Payment Method

本人以下列所選方式付款(請任擇其一):

I choose the following payment method (Please tick one):

現金/支票/繳費靈 By Cash/Cheque/PPS

(如賬單逾期未付超過 30 天, 請用以下提供之信用卡戶口(如有提供)繳付有關賬項。In the event of the bill being outstanding for over 30 days, please charge the below credit card account (if so provided) to settle the relevant amount due)

自動轉賬 By Autopay

(如賬單逾期未付超過 30 天, 請用以下提供之信用卡戶口(如有提供)繳付有關賬項。註: 選用自動轉賬方式付款, 客戶在成功與銀行申請自動轉賬付款前須以其他方式繳付未繳之金額。自動轉賬申請表可於「香港寬頻」客戶服務中心或致電「城市電訊」客戶服務熱線 2926 1234 索取。In the event of the bill being outstanding for over 30 days, please charge the below credit card account (if so provided) to settle the relevant amount due. NOTE: Customer who selects payment by means of Autopay shall be required to settle all amount due by other means before his application has been approved by the bank. Autopay application forms are available at "HKBN" Customer Service Centre or through "CTI" Customer Service Hotline 2926 1234.)

信用卡付賬 By Credit Card

本人現授權予「城市電訊」及/或「香港寬頻」將所有本人登記的「城市電訊」及/或「香港寬頻」服務(包括但不限於上網服務/IDD 服務/一切電訊服務/及一切前述服務之增值服務)的應付賬項記入下述之信用卡戶口內。I hereby authorize "CTI" and/or "HKBN" to debit all amount due for services registered by the customer, including but not limited to Internet access service / IDD service / all telecommunications services / all related value added services incidental to the aforesaid services, under the above "CTI" and/or "HKBN" account from the below credit card account.

信用卡種類 Type of Credit Card VISA MasterCard Diners

信用卡號碼 Credit Card No.

	-		-		-	
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有效期至 Expiry Date 月 MM 年 YY

信用卡持有人簽署
Credit Card Holder's Signature

日期
Date

X
(此簽名必須與信用卡之簽名相符 MUST be identical to the one on your credit card.)

登記熱線 : 3560 0888

Registration Hotline : 3560 0888

傳真熱線 Fax Hotline: 2199 8234

「香港寬頻」客戶服務中心

九龍旺角登打士街 56 號栢裕商業中心 10 樓 1016-1018 室

HKBN Customer Service Centre

Room 1016-1018, Park-In Commercial Center, 56 Dundas street,

Mongkok kowloon.

聲明 Declaration

除本表格所登記之服務外,本人同意及授權「城市電訊」及/或「香港寬頻」將所有本人登記的「城市電訊」及/或「香港寬頻」服務(包括但不限於上網服務/IDD 服務/一切電訊服務/及一切前述服務之增值服務的應付賬項一併記入本人於「城市電訊」及/或「香港寬頻」登記之個人賬戶內(「個人賬戶」),並以上述所選的付款方法繳付所有登記於本人「個人賬戶」內之服務賬項。本人同意及授權「城市電訊」及/或「香港寬頻」於其不時認為合適的情況下,更新上述之信用卡資料以繳付本人「個人賬戶」內任何應繳賬項予「城市電訊」及/或「香港寬頻」。本人並同意及授權「城市電訊」及/或「香港寬頻」可繼續保留本人現時用於繳付本人「個人賬戶」賬項的信用卡(「該信用卡」)及/或自動轉賬賬戶(「該自動轉賬賬戶」)資料(如適用)以作信用覆核。如上述「城市電訊」及/或「香港寬頻」賬戶之賬單逾期未繳付超過 30 天或本人於本表格所提供之新信用卡戶口(不論任何原因)不能被用作繳付本人「個人賬戶」之賬項時「城市電訊」及/或「香港寬頻」可使用「該信用卡」及/或「該自動轉賬賬戶」資料(如適用)繳付本人「個人賬戶」之賬項直至另行書面通知。(註:如客戶欲終止授權「城市電訊」及/或「香港寬頻」使用上述之「該信用卡」及/或「該自動轉賬賬戶」資料,請致電「城市電訊」服務熱線 2926 1234 索取終止授權表格。)本人確認「城市電訊」及/或「香港寬頻」乃在本人沒有提供信用卡副本作核實的情況下而使用本人上述所提供之信用卡資料。本人明白如本人盜取他人之信用卡資料使用,乃屬刑事罪行,本人須負上一切之法律責任。本人確認上述資料全部正確無訛。本人授權「城市電訊」及/或「香港寬頻」利用本人之一切資料作為登記及提供其不時推出之其他服務之用。本人並授權「城市電訊」及/或「香港寬頻」轉讓此資料予任何「城市電訊」及/或「香港寬頻」之附屬及聯繫公司,以及任何代理人、承包商或第三者作信用覆核、處理行政及市場推廣之用,或根據有關條例法律要求而作出披露。本人知悉及同意「城市電訊」及/或「香港寬頻」有權轉讓或披露本人之個人資料予電訊管理局或有關法定機構/組織,藉以履行任何根據法例須符合電訊條例(香港法例 106 章)或其他有關條例或規定之有關責任。本人知悉及同意「城市電訊」及/或「香港寬頻」可能透過電話或其他方式聯絡本人,以核對以上本人填寫之個人資料。本人知悉及同意「城市電訊」及/或「香港寬頻」或其附屬及聯繫公司有權執行「城市電訊」及/或「香港寬頻」於此登記被接納後之一切責任。「城市電訊」及/或「香港寬頻」有權將其一切責任轉讓予第三者。「城市電訊」及/或「香港寬頻」有權分配或轉讓此協議之一切權益予其附屬及聯繫公司。本人同意於此登記獲接納後,遵守「城市電訊」及/或「香港寬頻」國際電話服務之使用細則及條款,以及「城市電訊」及/或「香港寬頻」不時作出對該等細則條款之一切修訂。Except for the service as registered in this form, I agree and authorize "CTI" and/or "HKBN" to include all amount due for services registered by me, including but not limited to Internet access service / IDD service / all telecommunications services / all related value added services incidental to the aforesaid services, under my personal account ("Personal Account") registered with "CTI" and/or "HKBN" and use the above selected method to settle all service charges under my Personal Account. I agree and authorize "CTI" and/or "HKBN" to update the above card information from time to time as "CTI" and/or "HKBN" may deem appropriate so as to settle the amount due under my Personal Account. I also agree and authorize "CTI" and/or "HKBN" to continue to keep the credit card ("the said Credit Card") and/or the autopay account ("the said Autopay Account") information, if applicable, currently used to settle the service charges of my Personal Account for credit reference. In the event of the bill under the above "CTI" and/or "HKBN" account being outstanding for over 30 days or the new credit card information provided by me in this form fails to settle the service charges under my Personal Account for whatever reasons, "CTI" and/or "HKBN" is authorized to use the said Credit Card and/or the said Autopay Account information, if applicable, to settle the service charges under my Personal Account until further written notice. (Notice: If customer intends to cease the authorization for "CTI" and/or "HKBN" to use the said Credit Card and/or the said Autopay Account information, please contact "CTI" Service Hotline 2926 1234 to obtain the authorization cessation form.) I acknowledge that I have not provided any credit card copy to "CTI" and/or "HKBN" for verifying the credit card information provided by me above herein and the credit card information is used by "CTI" and/or "HKBN" on such basis. I understand that it is a criminal offence for me to appropriate the credit card information of third party and I shall be responsible for all liabilities in respect thereof. I confirm that the above information is true and complete. I hereby authorize "CTI" and/or "HKBN" to use any of my information for the purpose of processing this application and for provision of "CTI" and/or "HKBN" services and other services to be included from time to time. I also authorize to transfer of such information to any subsidiary or associate of "CTI" and/or "HKBN" and any agent contractor or third party providers for the purpose of credit verification, administration, marketing and disclosure subject to applicable rules and regulations. I acknowledge and agree that "CTI" and/or "HKBN" is authorized to transfer or disclose my personal data to the Telecommunications Authority or other authorized institutions / organizations where such transfer/disclosure is required by law for the discharge of any obligations under the provisions in the Telecommunications Ordinance (Cap.106) or other applicable rules and regulations. I acknowledge and agree that "CTI" and/or "HKBN" will contact me by phone or other ways to verify the above personal information. I acknowledge and agree that the obligations of "CTI" and/or "HKBN" under upon acceptance of my registration may be performed by "CTI" and/or "HKBN" or any subsidiary or affiliated company. "CTI" and/or "HKBN" shall further have the rights to sub-contract any of its obligation to a third party. "CTI" and/or "HKBN" shall be entitled to assign or transfer its interest in this agreement to any of its subsidiaries or affiliated companies. I also agree to abide by and agree to the Terms and Conditions for using the "CTI" and/or "HKBN" Calling Service and amendments thereafter stipulated by "CTI" and/or "HKBN" from time to time upon acceptance of my registration hereunder.

客戶簽署 Customer's Signature

日期 Date

X
簽名必須與信用卡之簽名相符
MUST be identical to the one on your credit card.

	/	/
日	月	年
DD	MM	YY

如閣下不欲收取任何有關「城市電訊」或「香港寬頻」或其他公司之服務及產品優惠資料其他公司之服務及產品優惠資料,請以書面通知「城市電訊」或「香港寬頻」之客戶服務部。If you do not wish to receive any information of special offer, regarding products or services of "CTI" or "HKBN" or third parties, please send written request to the Customer Service Department of "CTI" or "HKBN".

此欄由公司填寫 Official Use

1	2	3	Remarks:
Date	Date	Date	
推廣員編號 Promoter's Code:	推廣員姓名 Promoter's name:		Other IDD Service Provider in Use:
推廣員簽署 Promoter's Signature:	登記日期 Registration Date:		<input type="checkbox"/> 電盈 1 <input type="checkbox"/> 電盈 6 <input type="checkbox"/> 新電訊 <input type="checkbox"/> 新世界 <input type="checkbox"/> 和記 <input type="checkbox"/> 一電通 <input type="checkbox"/> 其他, 請註明

CF/HKBN-web form/0803/2083

NTC0305

HKBN General Terms and Conditions

General Terms and Conditions

This document details the terms and conditions for the provision of the Services by HKBN. The Subscriber is deemed to have accepted the Conditions and the relevant tariffs when applying for the Services.

"Agreement" means the Conditions herein and the Special Terms and Conditions as may be amended by HKBN from time to time;

"Cancellation Charge" means the cancellation charge as stipulated from time to time payable as liquidated damages to HKBN on termination of the Agreement prior to expiration of any Minimum Commitment Period;

"Charges" means any applicable charges charged by HKBN for the provision of Services, Software or Equipment from time to time including, without limitation to, storage charges and other connect time charges, access charges, handling charges, access kit charges, installation, removal or delivery charges, late charges and such other fees and charges payable by the Subscriber to third parties through using the Services (including PNETS charges) as may be charged from time to time;

"Conditions" means the terms and conditions set out herein;

"Contents" refers to any software, content, data, information or other material that is accessible by or through using HKBN's Services including, but without limitation to, all electronic mail and other messages and all textual, audio, video, still image, graphical and other content;

"Content Provider" means any party providing Content and/or operating services accessible by or through using the Services;

"CTI" means City Telecom (H.K.) Limited, its successors and assigns;

"Due Date" means the due date specified in the relevant invoice, or if no such date is specified, the date which is 15 days from the date of the invoice;

"Equipment" means the equipment (if any) provided by HKBN to make available the Services to Subscriber which may be installed at the Premises for the use of the Services;

"Group Companies" means CTI and/or its subsidiaries and associated companies and any other company which is for the time being a holding company (ultimate or intermediary) of CTI and/or any subsidiary of such holding company from time to time;

"HKBN" means Hong Kong Broadband Network Limited, its successors and assigns;

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;

"Minimum Commitment Period" means the minimum period as may be stipulated from time to time that the Subscriber commits to use the Services;

"Password" means any password or similar device issued or provided by HKBN to the Subscriber or chosen by the Subscriber (as may be from time to time varied by the Subscriber in the manner stipulated by HKBN or otherwise varied by HKBN), where applicable, which allow access to or hold up or delay any or all of the Services (where appropriate);

"PIN" means any login ID and/or other personal identifier(s) issued by HKBN to the Subscriber to gain access to all or any of HKBN's Services;

"Premises" means any premises or place at which the Services are used from time to time;

"Services" means telecommunications services, including Equipment where applicable as shall be provided by HKBN from time to time;

"Software" means any software supplied by HKBN to the Subscriber for the use or access to the Services;

"Special Terms and Conditions" means specific terms and conditions (if any) as applicable to the relevant Services from time to time;

"Subscriber" means any person including any individual, corporation or unincorporated body who apply for or use any of the Services of HKBN or to whom HKBN has agreed to provide Services.

In this Agreement, reference to one gender shall include the other and the neuter and reference to singular shall include the plural and vice versa.

- All applications for the Services shall be subject to review and acceptance by HKBN.
- HKBN will issue invoice to the Subscriber in accordance with HKBN's normal billing cycle for the type of Services provided, by post or email or any other method as HKBN thinks appropriate. If the Subscriber opts for changing other method for receiving its invoice, the Subscriber shall notify HKBN by giving 30 days prior written notice accordingly and HKBN reserves the right to charge a handling fee for each invoice to be sent thereafter.
- The Subscriber shall pay HKBN the Charges detailed in each invoice in full on or before the Due Date. Questions concerning any invoice must be brought to HKBN's attention within 30 days of invoice date, otherwise, the invoice shall deem to be accepted by the Subscriber.
- The Subscriber agrees and authorizes HKBN to debit the full amount payable under HKBN's invoice or any amount due and payable by the Subscriber to any of the Group Companies from Subscriber's credit card account registered with HKBN, if any, and the Subscriber shall be responsible for renewing such authorization from time to time; or if the Subscriber opts for settling the invoice or any payment due by the Subscriber to HKBN by way of bank auto-payment, the Subscriber shall sign and submit an authorization form and do all that is necessary to authorize HKBN to debit his designated bank account; or if the Subscriber's International Calling Services account at CTI is currently being paid by an approved bank auto-payment, Subscriber hereby authorizes HKBN to charge the full amount of HKBN's invoice to such approved bank account. The Subscriber also agrees to abide by and agrees to the terms and conditions of any third party provider where any Services shall be provided by or through these third party providers. All payment made shall be non-refundable and non-transferable. All payment to be made shall be without any education or set-off. HKBN reserves the right to use any account balance to set-off against any or all payment due by the Subscriber to the Group Companies.
- In case of disputes over any usage of the Services or the Charges, HKBN's decision based on its usage records and those of any third party in providing the Services shall be final and binding on the Subscriber.
- HKBN may impose a credit limit for the account of the Subscriber as determined by HKBN from time to time at its sole discretion. Should any Charges exceeds such credit limit, HKBN shall be entitled to suspend or terminate the provision of the Services in whole or in part to the Subscriber and/or to charge all outstanding Charges against the credit card account of the Subscriber registered with HKBN, if applicable.
- If the Subscriber has not fully settled any invoice by the Due Date, HKBN reserves the right to charge interest on any outstanding amount at 1.5% per month until the invoice has been paid in full by the Subscriber and to charge a reconnection fee and handling fee if the Subscriber's access to HKBN is suspended or terminated as a result of payment not having been made. Subscriber acknowledges that HKBN may invoice the Subscriber on behalf of a third party service provider or Group Companies. HKBN shall be entitled to employ debt collecting agency and/or institution to collect any or all sums due but unpaid by the Subscriber and in so doing, HKBN may and is hereby authorized to disclose to such agency and/or institution any or all information available in relation to the Subscriber and HKBN shall not be liable or responsible for any default, negligence, act, conduct, misconduct and/or deeds of such agency and/or institution. The Subscriber shall be obliged to indemnify HKBN for all losses, damages, expenses incurred by HKBN in employing such debt collecting agency or institution.
- Except for Content which is produced by HKBN, it is not HKBN's policy to exercise any editorial control over or edit or amend any Content before it is transmitted or made available through the Services. However, HKBN shall have the right to amend, block or delete any Content which is transmitted or otherwise made available by the Subscriber where any such Content is, in HKBN's sole opinion defamatory, in breach of copyright, improper, annoying, likely to be offensive, illegal or otherwise not appropriate to be accessed by or through the Services.
- The copyright and all other intellectual properties and other rights in the Software are either owned by or licensed to HKBN. HKBN hereby grants to the Subscriber a non-exclusive and non-transferable license for the Subscriber to use the Software on the Premises in accordance with this Agreement and the Software license which accompanies the Software but not further or otherwise. Except to the extent permitted by law, the Subscriber shall not alter, modify, adapt or translate the Software nor decompile, disassemble or reverse engineer the same nor attempt to do any such thing.
- The Subscriber agrees to keep the PIN and/or Password confidential and be responsible for any and all use of the Services using the Subscriber's PIN and/or Password, if applicable. If the Subscriber believes that his PIN or Password has been lost or stolen, the Subscriber should immediately notify HKBN and the Subscriber shall be liable for all Charges and cost incurred until the Services is being suspended by HKBN.
- The Subscriber shall at all times fully comply with all legal and regulatory requirements applicable to the use of the Services and observe all instructions or guidelines as may be imposed by HKBN from time to time. The Subscriber further undertakes not to use or allow others to use the Services for any purpose which HKBN considers improper, immoral, defamatory, fraudulent or otherwise unlawful. In particular, the Subscriber shall not hack, break into, access or use or attempt to hack, break into, access or use any part of the Services, any content and/or any data on HKBN server(s) or telecommunications network, for which the Subscriber has not been authorized by HKBN.
- HKBN reserves the right at all times to suspend all or any of the Services without notice whether or not to carry out system maintenance, upgrading, testing and/or repairs or otherwise as it deems appropriate. No credit or refund is available when all or any of the Services is down or suspended in any manner whatsoever.

13. HKBN shall have the right to send, deliver, distribute or display advertisements, messages or other information in such form and manner as it shall deem appropriate on the screen or to the media through which the Subscriber access the Services from time to time.

14. The Subscriber may be required at its own costs to install Equipment, Software or reconfigure the Subscriber's computer equipment or other equipment or devices in order to obtain access to the Services. Unless otherwise provided, the Equipment is and will at all times remain the property of HKBN and the Subscriber will not acquire any rights or title in them.

15. The Subscriber shall ensure that HKBN, its representatives and agents have safe access to the Premises at all reasonable times to install, inspect, maintain, repair, remove or recover the Equipment or to do anything that is reasonably necessary for the provision of Services under this Agreement. While the Equipment is in the Subscriber's custody or control, the Subscriber will be liable to HKBN for any loss or damages to the Equipment.

16. HKBN may require the Subscriber to maintain a deposit with HKBN as security for the discharge of obligations and liabilities of payment by the Subscriber relating to the provision of the Services and/or the installation of Equipment or Software under this Agreement. The amount of the deposit shall be determined by HKBN at its sole discretion. Without prejudice to any other rights or remedies that HKBN may have against the Subscriber, HKBN reserves the right to apply and set-off the deposit against any outstanding Charges or for any loss or damages suffered or sustained by HKBN as a result of any non-performance or non-observance by the Subscriber of any provisions of this Agreement or under any of the Subscriber's other account under HKBN or the Group Companies. Upon termination of this Agreement, HKBN shall return any remaining balance of deposit without interest within 3 months from the date of termination.

17. The Subscriber shall not use the Services to circulate, publish, transmit, distribute any unsolicited advertising or promotional information or any Content that is seditious, obscene, defamatory, indecent, threatening, offensive, liable to incite racial hatred, discriminatory, menacing or in breach of confidence or any applicable law and regulation; or which infringes the privacy of an individual; or may cause HKBN to breach any applicable law or regulation.

18. HKBN exercises no control and shall not accept any liability whatsoever over the Content passing through the Services. HKBN makes no warranties of any kind including without limitation to fitness for purpose, quality standard or continuity, whether expressed or implied, for the Services it is providing and in particular disclaims any responsibility for the accuracy or quality of information obtained through its Services. HKBN will not be responsible for any damage in relation to the Services including loss of data, voice or other information resulting from delays, non-deliveries, mis-deliveries, or service interruptions.

19. The Subscriber hereby agrees to indemnify and to keep HKBN fully and effectively indemnified against any action, liability, cost, claim, loss, damage, proceeding, expense suffered or incurred by HKBN arising from directly or indirectly related to the Subscriber's use and any other person's use of the Services where such person was able to access the Services by using the Subscriber's PIN and/or Password, including but not limited to claims for defamation, infringement of copyright or any other intellectual property rights; and/or any breach or non-observance of any provision hereunder by the Subscriber or any other person where such person was able to access the Services by using the Subscriber's PIN and/or Password.

20. To the extent permitted by law, HKBN and any third party service provider of the Services shall under no circumstances be liable whether or not in contract, tort, statute or otherwise (including without limitation to negligence, breach of contract, defamation, or intellectual property right infringement) for any cost, claim, special, direct, indirect or consequential loss or damage (including without limitation, loss of revenue, loss of profit, or any consequential loss whatsoever) suffered, sustained or incurred by the Subscriber or any person (directly or indirectly) from or out of or relating to the Services.

21. To the extent permitted by law, HKBN, its Group Companies and any third party service provider of the Services, together with their respective directors, employees or agents expressly disclaim any liability for:

(i) any damage to or loss of data, voice or other information arising from the Subscriber's use of the Services, Software or Equipment;

(ii) any claim based on contract, tort, or otherwise for any direct or indirect loss of revenue, profits or any consequential loss whether of an economic nature or any such loss which the Subscriber suffers as a result of any error, inaccuracy or computer virus in or introduced into the Subscriber's computer system or other devices by, through or in connection with the use of the Services, Software or Equipment;

(iii) any claim relating to the Services and/or any Content, Software or Equipment supplied, provided, sold or made available by or through the Services (or any failure or delay to so supply, provide, sell or make available);

(iv) any disruption or suspension or degradation of the Services or any part thereof;

(v) any damage which is attributable to an event or circumstance beyond HKBN's control ("Force Majeure Event"). A Force Majeure Event includes but is not limited to acts of God, war, civil disobedience, explosion, fire, flood, governmental action, legislation not in force at the time of this Agreement, restraints imposed by government or any other regulatory authorities, labour disputes, trade disputes or delays of third parties over which HKBN has no control.

22. HKBN may immediately terminate this Agreement and/or the provision of the Services without notice and without limiting any other remedies available to HKBN if any of the following events should occur:

(i) any outstanding Charges payable by the Subscriber remains unpaid 30 days after the Due Date; or

(ii) the Subscriber becomes or is threatened to be the subject of bankruptcy, winding up or receivership proceedings; or

(iii) the Subscriber permits outstanding Charges to exceed the credit limit established from time to time by HKBN; or

(iv) the Subscriber is in breach of any terms of this Agreement; or

(v) HKBN suspects fraud or misuse of the Services or any unauthorized activity in relation to the use of the Services by any person, regardless of whether the Subscriber consented to or had knowledge of such fraud, misuse of unauthorized activity; or

(vi) HKBN is prohibited from providing the Services under any applicable law or regulation; or

(vii) any of the information provided by the Subscriber to HKBN in applying for the Services is found to be false, inaccurate or misleading.

23. Without limiting the exclusions or limitations of liability herein, HKBN shall not be liable to the Subscriber nor to any third party for any loss or damages whatsoever resulting from or in connection with termination of this Agreement under clause 22.

24. If the Agreement is terminated howsoever before the Minimum Commitment Period has expired, the Subscriber shall pay HKBN the Cancellation Charge upon termination.

25. Unless otherwise provided, both HKBN and the Subscriber may terminate this Agreement by giving 30 days prior written notice to the other.

26. Upon the termination of this Agreement,

(a) all Charges for use of the Services up to and including the date of termination and all other amounts owing by the Subscriber to HKBN will become immediately due and payable;

(b) the Subscriber shall cease to use the Equipment and Services;

(c) all licenses and other rights and privileges granted to the Subscriber including without limitation to any e-mail services shall be terminated immediately.

27. Any termination shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implications intended to come into or continue in force on or after such termination.

28. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior arrangements or understandings, whether oral or written, between the parties relating to the subject matter hereof.

29. All personal data supplied to HKBN for the provision of the Services shall be subject to its Personal Data and Privacy Statement as may be amended from time to time, a copy of which shall be available upon request.

30. The Subscriber shall notify HKBN in writing of any changes of his personal data, including without limitation to his home or office address and contact telephone number for the purpose of enabling HKBN to provide or continue to provide the Services to the Subscriber.

31. The Subscriber authorizes HKBN to use any of his personal data for the purpose of processing the registration and for the provision of the Services and other services to be included from time to time. The Subscriber also authorizes the transfer of such personal data or other information of the Subscriber (whether within or outside Hong Kong) to any Group Companies and any agent, contractor or third party service provider for the purposes of credit verification, administration, marketing promotions, data processing, customer services or otherwise to perform its obligations or enforcing its rights under this Agreement, or any other purpose incidental to or in contemplation thereof.

32. HKBN reserves the right to transfer or disclose the Subscriber's personal data and other information of the Subscriber to the Telecommunications Authority or other authorized institutions/organizations where such transfer/disclosure is required by law for the discharge of any obligations under the provisions in the Telecommunications Ordinance (Cap.106) or other applicable rules and regulations.

33. HKBN reserves the right to vary, delete, modify or add to the terms of this Agreement and the tariff, amount of deposit, credit limit and the Services from time to time and such variation and/or addition shall become effective when published or displayed or notified to the Subscriber in any manner as HKBN shall think appropriate, irrespective

of whether the Subscriber has actual notice or knowledge thereof.

34. The Subscriber shall not assign or otherwise deal with its rights and obligations under this Agreement, whether in whole or in part without the written consent of HKBN.

35. HKBN may assign this Agreement or appoint any third party, including the Group Companies, to provide the Services to the Subscriber on its behalf or to perform any of HKBN's obligations under this Agreement.

36. If any provision of this Agreement is determined to be illegal, unenforceable or invalid in whole or in part for any reason, it shall be severed from this Agreement and shall not affect the enforceability of the remaining provisions of this Agreement.

37. No failure or delay on the part of HKBN to exercise any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise by HKBN of any right, power or remedy. The right, power and remedy provided herein are cumulative and are not exclusive of any right, power or remedy provided by law.

38. These Conditions shall be subject to the relevant Special Terms and Conditions and if there is any inconsistency between them, such Special Terms and Conditions shall prevail to the extent of such inconsistency.

39. Any provisions of this Agreement which by its nature extend beyond termination shall survive such termination.

40. In the course of providing the Services, HKBN may need to record verbal instructions received from the Subscriber and/or any verbal communication between the Subscriber and HKBN in relation to the Services.

41. This Agreement shall be construed in accordance with the laws of Hong Kong.