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FIXED TELECOMMUNICATIONS NETWORK SERVICES LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)

In accordance with General Condition 20 of Fixed Telecommunications Network Services Licence, Hong Kong Broadband Network Limited (referred to as 'HKBN') hereby publishes the following revision to the Special Terms and Conditions of Broadband Phone Service (Gazette No.: 31/2004) with effect from 1st September 2004.

Apart from the deletion of clause 24, clause 1, 10, 23, 26, 29 & 34 would be replaced as follow: -

1. The Service which includes the rental of one set of Equipment shall only be available to new subscribers of designated residential premises ('Subscriber(s)') as may be specified by Hong Kong Broadband Network Limited ('HKBN') from time to time. Subscriber shall have subscribed and expressly agrees to make available to HKBN at the installation address a valid broadband service with unlimited access time provided by any broadband Internet access service providers in Hong Kong and fulfilled such technical requirements stipulated by HKBN from time to time to enable HKBN to provide the Service for the use of the Subscriber. The provision of the Service and the manner in relation to any such provision shall be subject to the sole discretion of HKBN.

10. Subscriber understands and accepts that the Service and Equipment must only be used in Hong Kong SAR and at the installation address stated in the subscription form. HKBN shall provide the registered personal data and registered installation address of the Subscriber to the Hong Kong Police Emergency Centre or any relevant entity in handling an emergency incident as directed by Office of Telecommunications Authority upon their requests in case of emergency or any other situations as HKBN deems appropriate. Subscriber shall notify HKBN in writing in HKBN's prescribed form for change its registered installation address and cause its changed installation address to be updated in HKBN's record, failing which, Subscriber runs the risk that its changed installation address cannot be traced when any emergency call is made and HKBN shall assume no liability for any consequence in connection with such failure of Subscriber.

23. Subscriber shall at its own costs and expenses, make available broadband Internet connection with the following conditions and other conditions as may be stipulated by HKBN from time to time for the use of the Service: -
 - i Stable Broadband Internet connections with minimum 1.5Mbps bandwidth;
 - ii A network that supports 10/100 Base TX interface;
 - iii Compatible with all ADSL, VDSL and optical fiber Metro Ethernet services;
 - iv Broadband Phone is not recommended for use on Cable Modem services;
 - v Provision of a public IP address by DHCP or PPPoE or static assignment;
 - vi A network that does not require any kind of login except PPPoE; and
 - vii RJ45 plugSubscriber understands that the provision of Service is not guaranteed if a firewall is configured within the Local Area Network (LAN) environment or if it is a network operating behind Network Address Translation (NAT). HKBN shall not be liable in any way for failure of Service if Subscriber cannot make available the above condition and/or other conditions as stipulated by HKBN from time to time.

26. Subscriber shall make available 130kbits per second upload and 130kbits per second download bandwidth for the voice connection. HKBN will not be liable to Subscriber or any third party in regard to any consequences or effect on the broadband service and/or speed of bandwidth that may be caused by the Service or otherwise.

29. Subscriber shall not in any event resell and sublet or license the Service whether or not there is any monetary consideration.

34. These Special Terms and Conditions shall be subject to the General Terms and Conditions of HKBN, Special Terms and Conditions of HomeTel Service and Special Terms and Conditions of Numbering Porting (Number Switch Over) Service and all the terms and conditions stated therein as may be in force from time to time and Subscribers agrees to abide by the same. If there is any inconsistency among them, the Special Terms and Conditions herein shall prevail and take the precedence over the others in the order, namely, the Special Terms and Conditions herein, Special Terms and Conditions of HomeTel Service, Special Terms and Conditions of Numbering Porting (Number Switch Over) Service and General Terms and Conditions of HKBN.

In accordance with General Condition 20 of Fixed Telecommunications Network Services Licence, Hong Kong Broadband Network Limited (referred to as 'HKBN') hereby publishes the following tariffs, terms and conditions of Broadband Phone Rebate Offer with effect from 1st September 2004.

Charges

Monthly Service Fee	HK\$300
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Special Terms and Conditions of HKBN Broadband Phone Rebate Offer

1. The Plan is only applicable to new subscribers of Broadband Phone Service ('Service') of designated residential premises (collectively referred to as 'Subscriber(s)') as may be specified by Hong Kong Broadband Network Limited ('HKBN') from time to time. Subscriber shall have subscribed and expressly agrees to make available to HKBN at the installation address a valid broadband service with unlimited access time provided by any broadband Internet access service providers in Hong Kong and fulfilled such technical requirements to enable HKBN to provide the Service for the use of the Subscriber. The provision of the Service and the manner/method in relation to any such provision shall be subject to the sole discretion of HKBN.
2. The Subscriber(s) agrees to subscribe the Service for a continuous minimum period of 6 months or other period as determined by HKBN from time to time ('Contract Period').
3. Subject to the terms and conditions of the Service and the Plan, Subscriber(s) who is successfully registered under the Plan shall subscribe the Service (Basic telephone) and value added services, including IDD Rebate Plan, Caller Display, Call Waiting, Call Forwarding and Conference Calling ('Service Plan') at the Monthly Service fee. Subscriber(s) shall be entitled to have free IDD calling credit of the Monthly Service Fee ('Cash Rebate') during the Contract Period. Subscriber(s) continues to use the Service and its value added services during the immediate 6 months following the expiration of the Contract Period ('Special Offer Period') will be entitled to have the Cash Rebate until the expiration of the Special Offer Period or determination of the Service (whichever is the earlier). Upon the expiration of the Special Offer Period, Subscriber(s) agrees that HKBN will continue to provide the Service at the Monthly Service fee or such fee as determined by HKBN from time to time unless and until the Service is terminated by either party.
4. The Cash Rebate is only applicable to offset the calling charges incurred by dialing IDD0030 of HKBN or IDD1666 of City Telecom (HK) Limited ('CTI') via the registered telephone number under the Service calling from Hong Kong to overseas telephone numbers. If Subscriber(s) is enjoying any other free calling credit or amount and/or any other benefits under his/her account of ID0030 or IDD1666 ('IDD Account'), the Cash Rebate will only be debited after used up of such benefits. All calling charges under the Plan in excess of the Cash Rebate will be charged subject to the registered rate plan.

5. After the successful installation and activation of the Service, the Cash Rebate will be credited to the registered telephone number under Subscriber's IDD Account on monthly basis, and the commencement date of which shall be subject to the confirmation letter issued by HKBN or CTI. Subscriber(s) shall have a valid IDD Account for residential purpose; otherwise he/she is not eligible for the Cash Rebate.
6. If Subscriber(s) fails to settle all charges in his/her HKBN's account and/or IDD Account by the due date for payment, the Cash Rebate for that month shall be forfeited. Notwithstanding that Subscriber(s) has settled the said charges subsequently he/she will not be retrospectively entitled the Cash Rebate for that relevant month.
7. The Cash Rebate is only applicable to a registered telephone number of the Service under the designated IDD Account. The Cash Rebate is not cumulative, nor convertible into cash or transferable.
8. Save and except with the written confirmation of HKBN, Subscriber(s) shall not be permitted to change or terminate the Service or Plan during the Contract Period.
9. The Service and/or the Plan cannot be changed or terminated during the Contract Period. If the Service and/or the Plan is terminated for whatsoever reason during the Contract Period, Subscriber(s) shall be required to pay HKBN forthwith a liquidated damage (HK\$550 or monthly Service fees for the remaining contract period (whichever is higher)); and all benefits and the Cash Rebate will be forfeited forthwith.
10. For the purpose of the Plan, Subscriber(s) understands and agrees that any personal data of the Subscriber(s) collected by HKBN may be disclosed and/or passed to CTI for registering Subscriber's registered telephone number of the Service for the use of IDD1666 and crediting the Cash Rebate to his/her IDD Account with CTI.
11. HKBN shall register Subscriber's registered telephone number under the Service for the use of IDD0030 service if Subscriber selects to receive the Cash Rebate through his/her IDD Account with HKBN. If Subscriber has not been registered with IDD0030 service, HKBN shall register his/her registered telephone number under the Service with IDD0030 service with defaulted Half Price Rate Plan.
12. Subscriber(s) understands and accepts that HKBN shall be entitled to change the monthly service fee by giving thirty (30) days prior written notice to Subscriber(s) upon the expiration of the Special Offer Period.
13. Subscriber(s) agrees to abide by Special Terms and Conditions of the Broadband Phone Service and Special Terms and Conditions of Number Porting (Number Switch Over) Service. These Terms & Conditions are bound by the General Terms and Conditions of HKBN (including all terms and conditions therein as may be in force from time to time).

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FIXED TELECOMMUNICATIONS NETWORK SERVICES LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)

In accordance with General Condition 20 of Fixed Telecommunications Network Services Licence, Hong Kong Broadband Network Limited (referred to as 'HKBN') hereby publishes the following additional Tariffs, Terms and Conditions for HomeTel Service with effect from 6th September 2004.

Additional clause for HomeTel Service with Gazette No.: 41/2002: -

23. If Subscriber(s) cancels the registration of the Service prior to the successful provision of the Service, Subscriber(s) shall be required to pay a handling charge of HK\$550 to HKBN and all benefits will be forfeited forthwith.

Clause 9 of the Special Terms and Conditions of HKBN HomeTel Service would be substituted by the following: -

9. Subscriber understands and accepts that the Service may be failed, interrupted, delayed or suspended in case of power failure or such other situation beyond HKBN's reasonable control and HKBN shall resume the provision of the Service as quickly as practicable. HKBN makes no warranty as to the quality and availability of the Service and accepts no legal liability in relation thereto. HKBN shall not in any way be held liable for any loss and damage arising out of such failure, interruption, delay and suspension directly or indirectly.

All other charges and conditions shall remain unchanged. All of the above are provided subject to HKBN's General Terms and Conditions of Service as published from time to time.

In accordance with General Condition 20 of Fixed Telecommunications Network Services Licence, Hong Kong Broadband Network Limited (referred to as 'HKBN') hereby publishes the following Tariffs, Terms and Conditions for HomeTel IDD Rebate Offer with effect from 6th September 2004.

For HomeTel Subscriber(s) applying for IDD Rebate Offer, the Tariffs, Special Terms and Conditions of Broadband Phone Rebate Offer shall apply, except Clause 1 & 13 would be substituted by the following respectively: -

1. The Plan shall only be available to new subscribers of designated residential premises ('Subscriber(s)') as may be specified by Hong Kong Broadband Network Limited ('HKBN') from time to time. The provision of the Service and the manner in relation to any such provision shall be subject to the sole discretion of HKBN.
13. Subscriber(s) agrees to abide by Special Terms and Conditions of the Service and Special Terms and Conditions of Number Porting (Number Switch Over) Service. These Terms and Conditions are bound by the General Terms and Conditions of HKBN (including all terms and conditions therein as may be in force from time to time).

All other charges and conditions shall remain unchanged. All of the above are provided subject to HKBN's General Terms and Conditions of Service as published from time to time.