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- HKBN Broadband Network Access Services [see 48/2004]

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 additional Tariffs, Terms and Conditions for HKBN Broadband Network Access Services ('Service') with effect from 15th April 2005.

For Subscriber(s) applying for the Guaranteed Bandwidth Offer ('Offer'), the following Tariffs, Special Terms and Conditions shall apply: -

<i>Services</i>	<i>Description</i>	<i>Charges</i>
Administrative Charges	1. On-site Inspection	HK\$500/visit

Special Terms and Conditions of the Offer

1. HKBN will provide to the Subscribers the Service with guaranteed bandwidth between the wall plate of HKBN at the Subscribers end and the speed test server located at Hong Kong Internet eXchange 2 (HKIX2) ('Path') of not lower than the service level as stipulated in relevant registration documents as provided by HKBN from time to time ('Guaranteed Service Level'). The Guaranteed Service Level is only applicable to data transfer within the Path and to Subscribers with Cat5-E connection to HKBN's fiber network.
2. HKBN will use computer of various models as it considers necessary and appropriate to conduct speed test of Upload and Download onsite ('Test') in a form as it considers fair and reasonable for the determination of claims made by Subscribers, and the result of which will form the basis of determination.
3. Subscribers will not be entitled to the Offer if the configuration of Subscriber's computer, including but not limited to the performance, application, setting, router, LAN Card and connecting circuit, does not fully equipped with that recommended by HKBN as stipulated in relevant registration documents as may be provided by HKBN from time to time ('Registration Documents').
4. The Offer excludes all kinds of Service degradation resulted from HKBN's scheduled/ urgent network upgrade/ maintenance, HKIX2 or any other situation beyond HKBN's reasonable control.
5. In the event that the provision of the Service is not in conformity with the Guaranteed Service Level as stipulated in the Registration Documents, subject to HKBN's directions, the monthly fee for the affected days (in double amount, calculated on pro rata basis) will be credited to Subscribers' HKBN account in the following month provided that the maximum credit to Subscribers shall not exceed the monthly fee.
6. In the event that the Service is provided to the Subscribers via the connection of the Broadband Access Terminal ('Terminal'), the provision of the Service may not in conformity with the Guaranteed Service Level when the Terminal is being activated. In the circumstances, Subscribers shall inactivate the Terminal in order to avail the Guaranteed Service Level to be implemented. This configuration will form one of the requirements of the Test.
7. If the Test confirmed that the provision of the Service is in conformity with the Guaranteed Service Level, or any non-conformity is due to Subscribers' own fault (such as non-conformity of HKBN recommended system requirements), Subscribers shall be required to pay HKBN an administrative charge of HK\$500 for the onsite inspection.
8. HKBN reserves the rights to the final decisions on the testing procedures, the terms and conditions for claims and the termination of the Offer at any 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.