

Terms and Conditions of “Speed Guarantee”:

1. "Speed Guarantee" is only applicable to the 100M/ 200M/ 500M/ 800M/ 1000M/ 2000M/ 2500M home broadband service plans (but is not applicable to the 2 x 1000M Dual Broadband (second line) service plan(s)) that utilize fibre-to-the-home technology and are equipped with optical network terminals (except related models of "Wi-Fi Concierge Service" and "All-in-One WiFi 6 Gateway") and non fibre-to-the-home technology 100M home broadband service plans, provided that, if the quality of the network connection at the installation address is affected by circumstances beyond HKBN's control and/ or by actual environmental factors, the "Speed Guarantee" may not be applicable to the home broadband service plan subscribed by Subscriber. Subscriber is not entitled to terminate the relevant service plan due to the "Speed Guarantee" being not applicable to the relevant service plan.
2. This "Speed Guarantee" is not applicable to 100M home broadband service plans which are successfully registered on or before 26 April 2023.
3. "Hong Kong Broadband Network Speed Test" refers to the download speed test conducted by the specified speed test server (URL: <https://www.hkbn.net/personal/broadband/en/speedtest>) from the internet connection under the broadband services provided by HKBN to Subscriber.
4. "Speed Guarantee" refers to the test result, which shall not be lower than the relevant "Guarantee Range" of the respective broadband speed service plan selected by Subscriber. The download speed guarantee range of each broadband speed service plan is listed on the HKBN website (URL: <https://www.hkbn.net/dual-guarantee/en>) ("Guarantee Range").
5. Testing Requirements: When conducting the "Hong Kong Broadband Network Speed Test", Subscriber must directly connect the computer equipment to wallplate or optical network terminal provided by HKBN and must not use any third-party router equipment.
6. System requirements for broadband speed of 1000M or below:
 - For Windows systems: 8th generation Intel Core i5 or above CPU, 4GB RAM or above, 20GB available disk space (SSD, PCI-E), Windows 10 (64-bit) or higher, and a 1000M Ethernet card.
 - For Mac systems: 8th generation Intel Core i5 or above CPU, 4GB RAM or above, 20GB available disk space (SSD, PCI-E), MacOS version 10.14 or higher, and a 1000M Ethernet card.
7. System requirements for broadband speed of 2000M/ 2500M:
 - For Windows systems: 8th generation Intel Core i7-1255U or above CPU, 8GB RAM or above, 20GB available disk space (SSD, PCI-E), Windows 10 (64-bit) or higher, and a 2.5G BaseT Ethernet port.
 - For Mac systems: Apple M1 or above CPU, 8GB RAM or above, 20GB available disk space (SSD, PCI-E), MacOS version 11.0 or higher, and a 2.5G BaseT Ethernet port.
8. It is recommended to have an operating system with higher processing capabilities. If the broadband service is affected by computer software installed by Subscriber or by other relevant factors and cannot achieve the guaranteed download speed, HKBN will not provide the "Speed Guarantee", even if Subscriber has the above equipment.
9. If the Subscriber's computer system does not meet the minimum system requirements recommended by HKBN, including but not limited to computer performance, software, applications and their settings, hardware equipment such as network cards or cables, or broadband routers or switches, Subscriber will not be entitled to the "Speed Guarantee" provided by HKBN.

10. Valid application: Subscriber of service plan which "Speed Guarantee" applies is required to conduct "Hong Kong Broadband Network Speed Tests" at three different time points within a continuous period of at least two hours, and the results of each test must fall below the Guarantee Range. Subscriber must submit all test results to HKBN customer service representative via email, along with screenshots or photographs as proof. The documents submitted must clearly display the date and time of the tests. The three different time points include:

- i. The test result at the beginning;
- ii. The test result at the end (i.e. at least two hours after the beginning); and
- iii. The test results during the entire testing period, with a time interval of no less than 30 minutes between each measurement.

If HKBN considers necessary, Subscriber must submit further information and/or documents as supplement. Subscriber warrants that all submitted supporting documents and information are true and accurate. However, if HKBN has reasonable grounds to suspect the authenticity, it reserves the right to refuse Subscriber's application without any compensation.

11. Application Procedures: Subscriber who has subscribed to the designated broadband service plan with the above-recommended computer system requirements, and who believes that HKBN has failed to provide the guaranteed download speed for at least two consecutive hours, must submit relevant records and required supporting documents within 7 days (from the end date of testing period). Subscriber must email HKBN at HKBNbroadband@hkbn.net to make a valid application. However, if the application is made through the service hotline, Subscriber must submit the test results as proof by email as described in Clause 10 within 7 days (from the end date of testing period). If the testing period does not involve any reported exceptional circumstances listed in Clause 15, HKBN will arrange technician to conduct "Hong Kong Broadband Network Speed Test " at the installation address.

12. On-site Testing Method: HKBN will send a technician to the installation address at the agreed-upon time to conduct " Hong Kong Broadband Network Speed Tests " using a CAT5-E cable and a computer that meets the system requirements. The download speed will be displayed on the spot. If the test result show that the download speed meets the "Guarantee Range", it means that the broadband service provided by HKBN to Subscriber has passed the speed test. Compensation, if any, will be based on such test result. HKBN will not inspect or configure Subscriber's computer system.

13. Compensation Calculation: If such test result as described in Clause 12 confirms that HKBN has failed to meet the Guarantee Range, Subscriber can receive double of the service fee of the "Affected Days" as compensation on a pro-rata basis. The maximum compensation amount is the broadband service monthly fee that Subscriber should pay for the affected month. The compensation amount will be automatically credited to Subscriber's HKBN account to offset Subscriber's broadband service monthly fee and will be displayed on the next billing statement. It cannot be converted into cash. Compensation does not apply to months when the service fee is waived, the compensation amount will be credited to the coming billing statement where broadband service monthly fee is payable. For the avoidance of doubt, if the broadband service monthly fee that Subscriber should pay for the month is \$0, Subscriber cannot apply for compensation for such month.

14. Definition of "Affected Days": refers to the number of days between the valid application made by Subscriber and the download speed resumes to Guarantee Range. However, in the following situations, even if the broadband service fails to pass the speed test described in Clause 12 above, the calculation of "Affected Days" will be capped at 2 days:

- i. Subscriber is unable to accept the on-site testing arranged by HKBN within two days from receiving the valid application;
 - ii. HKBN is restricted by the property management to arrange network testing within two days of receiving the valid application ;
 - iii. The technician has visited but is unable to enter the installation address at the agreed-upon time; or
 - iv. HKBN is unable to arrange on-site testing due to factors beyond its reasonable control.
15. "Speed Guarantee" is not applicable at the following situations/period: where the broadband internet service or bandwidth transmission speed is affected due to scheduled or emergency network maintenance, or due to enhancement projects, or situations where HKBN is unable to reasonably foresee, or due to the actual location of the broadband installation or its environmental factors.
16. If the test result meets the Guarantee Range or if, after investigation, the problem is not caused by HKBN network (including but not limited to, Subscriber does not equip with a computer system that meets the minimum system requirement as recommended by HKBN or any other factors), Subscriber shall pay HKBN an on-site inspection charge of an amount to be determined by HKBN at its sole discretion from time to time. Such charge will be published at <https://www.hkbn.net/en>.
17. HKBN reserves the right to modify these terms and conditions or cancel the "Speed Guarantee" program at any time and reserves all rights to reject Subscriber's claims. In case of any disputes, Hong Kong Broadband Network Limited ("HKBN")'s decision shall be final and conclusive.