

NETVIGATOR@WORK 1.5M ULTRA LINE BUSINESS BROADBAND SERVICE APPLICATION FORM
Special Discount Offer Program:(Program Offer until June 30, 2001)

Please complete the following in BLOCK letter and fax to 2962 5801. For enquires, please call Sales Hotline 2888 3663

Company Name : _____

Business Registration Number : _____ Business Nature : _____

Installation Address : Flat/Rm _____ Floor _____ Block _____ Building / Estate _____

Street No. _____ Street _____ District _____

Region: [] HK [] KLN [] NT Tel no. at Installation Address : _____

Corresponding / Billing Address (if different from above) : _____

Administrative Contact Name : _____ Onsite Contact Person : _____

Tel : _____ Fax : _____ Tel : _____ Fax : _____

E-mail Address : _____

Service Details [] Please tick for the appropriate service required

[☒] New Installation

Service Plan [] Please tick for the appropriate service required

Special Discount Offer Program: Netvigator@work Single Access Service (One Year Contract) Program Offer until 30 June, 2001

Program code	WS6ML841
Monthly service fee#	\$698 \$642
Free usage/month	unlimited
Additional usage	n.a.
Installation fee	\$600 Waived
Free e-mail	1
Free storage	8 MB
Additional storage fee	\$20/MB/month
Free company domain (.biz.com.hk)	1
Contract period *	1 year

Hardware Fee

- [] Desktop PC PCI Network Interface Card \$400
- [] Notebook PC PCMCIA Network Interface Card \$400
- [] PC with pre-installed Network Interface Card and will not purchase this Network Interface Card

Remarks :

- The downstream speed is up to 1.5Mbps and the upstream speed is up to 512Kbps.
 - Must accompany with valid Business Registration.
- *For early termination on service within contract period, customer needs to pay the remaining monthly service fee for each Netvigator@work 1.5M Ultra Line.
- # The monthly service fee will be back to \$698 from the 13th month onwards.

Minimum PC / Notebook Configuration

Pentium 166MHz (or higher) IBM compatible standalone PC with CD-ROM drive and floppy disk drive.

32MB RAM memory

80MB free hard disk memory

Hardware Requirement

Spare PCI Bus Slot / PCMCIA Bus Slot

Windows 95 / 98 / ME / 2000 Professional / NT 4.0 SP4 or above (Chinese or English)

Note :

- Customer must have relevant Windows start up CD-ROM ready for PCCW IMS Limited's Field Service Staff during installation.
- PC with Novell Netware Client is not supported.

(..to be continued)

For Official Use
(Approved by MS/AGM/GM Level)

Name

Title

Dept

Contact

Date

NETVIGATOR@WORK 1.5M Ultra Line Login ID

If you are a Netvigator@work Business Dial-up plan customer, your Netvigator@work 1.5M Ultra Line login ID will automatically be the same as your Netvigator@work Business Dial-up login ID / E-mail address. In case an existing Netvigator@work 1.5M Ultra Line user is using that login ID / E-mail, we will assign another one which is the closest to your Netvigator@work Business Dial-up login ID / E-mail address for you.

E-mail Registration (for New Customer only)

The E-mail address should be made up of 2-8 characters, only lower case alpha-numeric are permitted. Select a-z for the first character.

1st Choice | | | | | | | | @netvigator.com
 2nd Choice | | | | | | | | @netvigator.com
 3rd Choice | | | | | | | | @netvigator.com

Note : We will auto-assign the login ID if your preference is not applicable.

E-mail Registration (for Existing Customer only)

[] Existing Netvigator 56K Dial-up Customer :

Please indicate your preference to select one of your existing E-mail address as your Netvigator@work 1.5M Ultra Line.

| | | | | | | | @netvigator.com

OR | | | | | | | | @hkstar.com

[] Existing Netvigator@work 1.5M Ultra Line Customer :

Please indicate your login ID : | | | | | | | |

Note : For all @work Single Access Plan, Netvigator 56K Dial-up access will no longer be offered.

Choice of Domain Name

Choice	Max No. of Characters	Registration Lead-time
Company Domain Name (.biz.com.hk)	16 lower case	1 week
Local Domain Name (.com.hk)	20 lower case	2-3 weeks
Global Domain Name (.com)	22 lower case	5 weeks

- Note :
- Only lower case characters are accepted for Domain Name; the maximum number of lower case characters only includes Domain Name and excludes .biz.com.hk / .com.hk / .com
 - Except dash "--", other punctuation or spaces are not allowed for Domain Name
 - The actual processing time for registration is subject to INTERNIC / HKNIC
 - Please attach photocopy of Business Registration
 - Your Domain Name should be the same as your Company Name in the Business Registration

Fees Relating to Domain Name Registration [] Please tick for the appropriate service required

		Once-off Charge
[]	<u>Company Domain Name (.biz.com.hk)</u>	
[]	Application	\$500 Waived (for Netvigator@work Business Broadband registration)
[]	E-mail mapping set up#	\$500 Waived
[]	<u>Local Domain Name (.com.hk)</u>	
[]	Application	\$500
[]	Migration	\$500
	Please provide existing Local Domain Name : _____ .com.hk	
	Pointing web server required :	YES / NO If YES, pls provide valid IP Address (A record): _____
	Pointing mail server required:	YES / NO If YES, pls provide valid IP Address (MX record): _____
	Pointing Service charge per Domain / Request	\$500
[]	E-mail mapping set up#	\$500
	Please provide E-mail alias if not equal to the 1st choice of E-mail login ID : _____	
[]	<u>Global Domain Name (.com)</u>	
[]	Application	\$1,000 \$500 / year (yearly charge starting from the 3rd year)
[]	Migration	\$500
	Please provide existing Global Domain Name : _____ .com	
	Pointing web server required :	YES / NO If YES, pls provide valid IP Address (A record): _____
	Pointing mail server required:	YES / NO If YES, pls provide valid IP Address (MX record): _____
	Pointing Service charge per Domain / Request	\$500
	**** If existing Global Domain Name under "worldnic.com" or "register.com", migration process can only be done by your company	
[]	YES (Template will be provided upon @work order issued)	
[]	E-mail mapping set up#	\$500
	Please provide E-mail alias if not equal to the 1st choice of E-mail login ID : _____	
[]	<u>Others</u>	
[]	Maintenance of E-mail (modify)	\$100
[]	Pointing Service	\$500 Pointing Service charge per Domain / Request

Waived (only applicable to the first-time mapping)

- Notes:
- Company Domain Name cannot be migrated to other Internet Service Provider.
 - Customer needs to apply the Free Company Domain Name within one month of order completion, otherwise we will charge \$500 for application.
 - Domain Name is hosted by PCCW IMS Limited.

(To be continued.)



Domain Name Registration

Please register my Domain Name in the following order of preference

First Choice : _____ Second Choice : _____ Third Choice : _____

Company Name : _____ Address : _____

City : _____ State : _____ Postal Code : _____

Country : _____

1. If you choose to apply for your own Domain Name, you may use the "@netvigator.com" domain until your Domain Name has been approved. The virtual Email address in your Domain Name will be mapped to your existing Email address at the "@netvigator.com". You may also choose to use the "@netvigator.com" domain in conjunction with your own Domain Name.
2. In case that you are not assigned your first choice of Login ID for your NETVIGATOR Email address, please keep in mind that once your Domain Name has been approved, your virtual Email address with your first choice of Login ID will be mapped onto your Domain Name.

Administrative Contact for Domain Name

Contact Person : _____ Company Name : _____

Nature of Business : _____

Address (if different from above) _____

City : _____ Postal Code : _____ Country : _____

Phone No : _____ Fax No : _____ E-mail Address: _____

Other Charges

Damage / Lost Equipment

☐ Modem \$2,500
☐ Network Interface Card (PCI / PCMCIA) \$400

Maintenance Charge

☐ Re-installation Charge \$400

Removal Charge

☐ External Removal \$1,000
☐ Internal Removal \$800

Others

☐ Network Reconfiguration \$1,000
☐ OT Charge (Line Installation) * \$1,000
☐ OT Charge per PC Set-up * \$1,000
☐ On-site Stand By Support Charge \$800 / hour _____ hours
(Minimum 2 hours)

* Overtime charge if customer requests the installation after office hour.
(Office hour: Monday to Friday 09:00 - 17:00; Saturday 09:00 - 13:00)

Payment Method

My company acknowledges that PCCW IMS Limited will charge my company on a monthly basis for all fees related to my company's use of Netvigator@work 1.5M Ultra Line Business Broadband Internet Service. My company wishes to pay these charges by:

☐ Credit Card
☐ Visa ☐ MasterCard

Cardholder's Name : _____

Card Number : _____ Expiry Date : _____

Cardholder's Signature : _____

☐ Cash / PPS / Cheque (Please make cheque payable to "Pacific Century CyberWorks" or "PCCW".)

Note: only E-mail bill will be sent with credit card payment

Monthly Statement Options

Please tick one (If more than one option or none of the options is selected, E-mail bill will be sent.)

☐ E-mail Bill ☐ Printed Bill

Declaration

My company wishes to subscribe to NETVIGATOR@WORK 1.5M Ultra Line Business Broadband Internet Service. My company acknowledges that

(I) My company has read the NETVIGATOR@WORK BUSINESS BROADBAND Terms & Conditions and agrees to be bound by those terms and conditions.

(II) All information provided by my company is true and correct.

Authorized Signature & Company Chop : _____

Date : _____

(To be continued...)

Personal Data Privacy

If you do not wish any of your personal data supplied in connection with the provision of NETVIGATOR@WORK to be used by PCCW IMS Limited, its group and associated companies, and its selected third parties for their internal and direct marketing purposes, please tick this box: ☐

Please read our leaflet entitled "PACIFIC CENTURY CYBERWORKS'S POLICY ON PERSONAL DATA PRIVACY" setting out our policy regarding the collection and use of personal data. It is available wherever our products and services are sold or on request by writing to Privacy Compliance Officer, 39/F, Hongkong Telecom Tower, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong, You may also obtain a copy from your fax machine by polling 900-0066-6418

For Official Use

Confirmed SR Date: _____ : AM / PM

Tentative SR Date: _____ : AM / PM

Splitter ☐ Yes

Tel No. : _____

(Splitter is only applicable to BDEL direct ordinary exchange line but not to Keyline / Citinet / PABX and the socket position must be next to BDEL)

Channel Code	Shop / Team / Salesman Code	Staff No.	Staff Contact No.	Program Code
BM/CHS				WS6ML841

Remark: This contract is comprised of a 4-pages Application Form and 'Terms & Conditions'.



NETVIGATOR@WORK BUSINESS BROADBAND TERMS AND CONDITIONS

1. Our Responsibilities

"We" and "us" means PCCW IMS LIMITED. We will provide you (the Subscriber) with a login ID and password to access NETVIGATOR@WORK BUSINESS BROADBAND. You should note that we may (i) deactivate NETVIGATOR@WORK BUSINESS BROADBAND at any time without notice to carry out system maintenance, upgrading, testing and/or repairs; (ii) limit or suspend your access to NETVIGATOR@WORK BUSINESS BROADBAND without notice where we are of the opinion that such action is appropriate as a result of your use of NETVIGATOR@WORK BUSINESS BROADBAND; (iii) expand, reduce and/or modify any of the Services (being any of the Services which may be accessed through NETVIGATOR@WORK BUSINESS BROADBAND, or any Content (being any still picture or other series of moving images, whether animated or otherwise, music video, music, data, information and/or other material, goods or services that may be accessed through NETVIGATOR@WORK BUSINESS BROADBAND)), amend the amount of any fees, introduce new fees and/or amend the terms and conditions of this Agreement, and/or amend any operating rules which govern your use of NETVIGATOR@WORK BUSINESS BROADBAND by posting the details of such amendments on NETVIGATOR@WORK BUSINESS BROADBAND at business.netvigator.com, such amendments to take effect 7 days after any such posting is made.

2. Your Responsibilities

You will (i) be responsible for your use and any Designated User (being those other companies and/or individuals specified on the Application Form who will be issued with separate login ID's and passwords to access NETVIGATOR@WORK BUSINESS BROADBAND) use of NETVIGATOR@WORK BUSINESS BROADBAND; (ii) not copy, distribute, publish, transmit or otherwise exploit any Content unless you own that Content or possess an appropriate licence; (iii) not use NETVIGATOR@WORK BUSINESS BROADBAND to publish, distribute, transmit or circulate any unsolicited advertising or promotional information or any Content that is obscene, indecent, seditious, offensive, defamatory, threatening, liable to incite racial hatred, discriminatory, menacing or in breach of confidence; (iv) not hack, break into, access, use or attempt to hack, break into, access or use any part of NETVIGATOR@WORK BUSINESS BROADBAND, its Content and/or any data areas on our server(s) for which you have not been authorised by us; (v) ensure that each of the Designated Users comply with the terms and conditions; (vi) abide by all relevant laws of Hong Kong and any other operating rules, as amended from time to time, when using NETVIGATOR@WORK BUSINESS BROADBAND; (vii) subject to any other term contained in this Agreement, not assign, transfer or sub-license all or any part of your rights or obligations under this Agreement; and (viii) in relation to any Content which you upload to NETVIGATOR@WORK BUSINESS BROADBAND, be deemed to have granted to us an irrevocable perpetual licence to copy, distribute, publish and transmit such Content as is necessary for the operation of NETVIGATOR@WORK BUSINESS BROADBAND, without charge, unless agreed otherwise between you and us. You acknowledge that (i) no unused free usage hours of access time may be carried forward to the following month; and (ii) except for that Content which is supplied by us as principal, it is not our policy to exercise any editorial control over or to edit or amend any Content before it is transmitted or made available through NETVIGATOR@WORK BUSINESS BROADBAND. However, you hereby authorise us to amend or delete any Content which is uploaded or otherwise provided by you where any such Content is, in our sole opinion defamatory, in breach of copyright, illegal or otherwise not appropriate to be accessed by or through using NETVIGATOR@WORK BUSINESS BROADBAND. You agree to indemnify us against any action, liability, cost, claim, loss, damage, proceeding, and/or expense suffered or incurred by us arising from or which is related to (i) your use, any Designated Users' use and/or any other company's use of NETVIGATOR@WORK BUSINESS BROADBAND where such company was able to access NETVIGATOR@WORK BUSINESS BROADBAND by using your or a Designated User login ID and/or password; (ii) any breach or non-observance of any term of this Agreement by you or any Designated User.

3. Payment

We will send you an invoice every month with a list of all Fees (being fees for Hardware (i.e. that Hardware specified on the Application Form which is supplied to you to access NETVIGATOR@WORK BUSINESS BROADBAND) purchase, Software (i.e. that Software which is supplied to you to access NETVIGATOR@WORK BUSINESS BROADBAND) licence, installation, monthly subscription, storage, Content, NETS charges and any other relevant fees and charges current from time to time) which relate to your use of NETVIGATOR@WORK BUSINESS BROADBAND, the Services and/or any Content. We can provide you with a hard copy of the invoice if you pay the additional handling charge set out on the Application Form. You agree to pay the full amount of such invoice by the payment method selected by you on the Application Form, such payment to be made before the due date for payment as payment on the invoice. You hereby authorise us to charge your credit or charge card with the full amount of such invoice at any time before the due date for payment on the invoice, such authorisation to continue after the expiry date on any such card (and where you are not the cardholder, you hereby agree to procure such authorisation from the cardholder). Any disputes regarding an invoice must be raised within 30 days of the date of the invoice notwithstanding, where relevant, any terms to the contrary in any cardholder agreement with the bank. Please note that no credit or refund is available in respect of any time when NETVIGATOR@WORK BUSINESS BROADBAND is 'down' or suspended. If you have not paid any invoice by the due date, we reserve the right to charge interest on any outstanding amount at 2% per month until the invoice has been paid in full and to charge a handling fee, collection agency fee, reconnection fee and/or require a security deposit if your access to NETVIGATOR@WORK BUSINESS BROADBAND is suspended or terminated before payment is made. You acknowledge that if we invoice you for Content as agent for a third party provider of that Content, we are not the supplier of that Content.

4. Software Licence

We hereby grant to you a non-exclusive and non-transferable licence for you to store, run and use the Software on your computer in accordance with the terms and conditions of this Agreement and the software licence which accompanies the Software but not further or otherwise. Except to the extent permitted by law, you shall not alter, modify, adapt or translate the Software nor decompile, disassemble or reverse engineer the same nor attempt to do any such thing.

5. Hardware and Connection

You agree (i) that the provision of access to NETVIGATOR@WORK BUSINESS BROADBAND is subject to the reconfiguration of your computer system and the installation of the relevant Hardware and Software; (ii) to authorise us or our authorised agents to reconfigure your computer system to allow access to NETVIGATOR@WORK BUSINESS BROADBAND and install the relevant Hardware and Software by signing a separate NETVIGATOR@WORK BUSINESS BROADBAND Hardware and Software Installation Authorization letter; (iii) that it will be your responsibility prior to installation or configuration of Hardware or Software in this clause 5 to back up data on your computer system and inform us if any configuration or installation by us is likely to invalidate any support arrangements or other functions of your computer system; (iv) to authorise us or our authorised agents to disable any Local Area Network (LAN) Card installed in your computer system in order to access NETVIGATOR@WORK BUSINESS BROADBAND and/or install the Hardware and/or Software (which includes the removal and installation of any defective Hardware and/or Software); (v) that we reserve the right not to reconfigure your computer system or install the related Hardware or Software as we deem appropriate and at our discretion; (vi) that only one single standalone connection per computer system will be set up by us to NETVIGATOR@WORK BUSINESS BROADBAND; (vii) not to share or connect the connection of NETVIGATOR@WORK BUSINESS BROADBAND with any other computer system, a LAN or any other network of any form; (viii) that you will not use any other Hardware in place of the Hardware supplied to you under this Agreement to access NETVIGATOR@WORK BUSINESS BROADBAND without our written consent; (ix) that we will not be liable for any loss or damage (including loss of data, profits, goodwill, bargain, opportunity or anticipated savings) suffered by you or any other person arising directly, indirectly or consequentially from our configuration or installation activities (which includes removal and installation of Hardware and/or Software) under this clause 5; (x) that if you share or connect the connection of NETVIGATOR@WORK BUSINESS BROADBAND with any other computer system, a LAN or any other network of any form, we are entitled to charge you for all relevant fees and charges (in addition to any other rights that we have under this Agreement) at our absolute discretion for such unauthorised use of NETVIGATOR@WORK BUSINESS BROADBAND. You warrant that you own the computer system on which we conduct configuration and installation activities pursuant to this clause 5. If you do not own the computer system you agree to obtain the consent of the relevant owner of the computer system before we will carry out any such activities. The configuration and installation activities pursuant to this clause 5 and the provision of Services under this agreement are both subject to your computer system meeting Basic Requirements for configuration as specified on the Application Form.

6. Hardware Warranty

Subject to the terms below, there is a ONE year warranty in respect of the Network Interface Card (being the computer interface card, including but not limited to Ethernet card we provide to you and which forms either all or part of the Hardware under this Agreement) commencing from the date of installation on the following terms and conditions: (i) subject to subclause (ii), where any defect is caused to the Network Interface Card during normal use of NETVIGATOR@WORK BUSINESS BROADBAND, the Network Interface Card will be repaired or replaced by us free of charge and the replacement Network Interface Card will be installed by us on the terms set out in clause 5; (ii) to obtain a replacement Network Interface Card and to have it installed under this warranty you must produce a completed Delivery Note (which can be obtained from us) to us at our designated collection centre when such replacement is required; (iii) this warranty shall not apply in the following circumstances: (a) if the Network Interface Card has been damaged through your or a third party's deliberate act, misuse or negligence in relation to the Network Interface Card or the use of NETVIGATOR@WORK BUSINESS BROADBAND; (b) if the Network Interface Card has been damaged as a result of faulty voltage supply or unusual power surge or any natural disaster; (c) if the Network Interface Card (or any Software forming part thereof) has been accessed, copied, modified and/or repaired by anyone other than us or the manufacturer; (d) if the label, insignia or any other marking on the Network Interface Card has been altered or removed; or (e) where you have installed the Network Interface Card yourself or made other modifications or configurations without following any specific instructions (including any installation instructions) provided by us. (iv) this warranty does not include labour costs (except our standard installation costs) nor any on-site maintenance; (v) for the avoidance of doubt, this warranty does not apply to the NETVIGATOR@WORK BUSINESS BROADBAND access kit; and (vi) this warranty does not survive termination of this Agreement.

7. General Warranties & Liability

To the extent permitted by law, we disclaim any representation or warranty whether express or implied as to the title, fitness for a particular purpose, merchantability, accuracy or standard of quality of NETVIGATOR@WORK BUSINESS BROADBAND, the Software, the Hardware, the Services and/or any Content, that NETVIGATOR@WORK BUSINESS BROADBAND will be uninterrupted or error free, any obligation to maintain the confidentiality of information (although our current practice is to maintain such confidentiality), the results to be obtained from use of NETVIGATOR@WORK BUSINESS BROADBAND, any Services and/or any Content unless otherwise specifically mentioned in this Agreement. You agree that our liability under this Agreement shall in any event not exceed the total Fees paid by you to us for the immediately preceding twelve months prior to any incident giving rise to a claim. In the absence of our negligence or deliberate act, we expressly disclaim any liability for (i) any damage to or loss of data suffered by you arising from your use of NETVIGATOR@WORK BUSINESS BROADBAND, the Software, the Hardware, the Services and/or any Content; (ii) any claim based in contract, tort, or otherwise for any loss of revenue (whether direct or indirect), loss of profits or any consequential loss whether of an economic nature or not; (iii) any claim relating to any Services and/or any Content supplied, provided, sold or made available by or through NETVIGATOR@WORK BUSINESS BROADBAND (or any failure or delay to so supply, provide, sell or make available); (iv) any injury, disease, seizure or loss of consciousness suffered by you or any person who accesses NETVIGATOR@WORK BUSINESS BROADBAND using your login ID and/or password, arising whether directly or indirectly from accessing and using NETVIGATOR@WORK BUSINESS BROADBAND, any of the Services or playing any computer games through NETVIGATOR@WORK BUSINESS BROADBAND; and (v) any disruption or suspension of NETVIGATOR@WORK BUSINESS BROADBAND or any part thereof which is attributable to an event or circumstance beyond our reasonable control.

8. Termination

We may terminate this Agreement at any time on the giving of at least one calendar month notice to you or immediately by notice to you if you breach any term of this Agreement. You may terminate this Agreement at any time by giving at least one calendar month prior notice to us. This agreement is automatically terminated if (i) you do not sign the Hardware and Software installation authorisation letter in accordance with clause 5; or (ii) the installation of the Hardware or Software does not occur for any reason.

9. Effect of Termination

Upon the date of termination of this Agreement (i) all licences, rights and privileges granted to you under the terms of this Agreement (including the warranty in relation to the Network Interface Card in clause 6) shall cease; and (ii) you will not be entitled to a refund of any Fees unless (a) there is a credit balance of at least HK\$30.00 in your account, and (b) such credit balance represents a pre-payment of a monthly subscription fee made by you. Any termination of this Agreement 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 contained in this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

10. General

We may appoint agents, assign or sub-contract the whole or any part of our rights and/or obligations contained in this Agreement to any person at any time. The English version of these terms and conditions shall prevail over any Chinese version which is provided for information purposes only. If any term or condition of this Agreement becomes or is declared illegal, invalid or unenforceable for any reason, such term or condition shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement. This Agreement shall be governed by Hong Kong law and the parties hereby submit to the exclusive jurisdiction of the Hong Kong courts.