

Tariff No.: F050-0025

Published on 2 April 2009

Fixed Carrier Licence  
Telecommunications Ordinance (Chapter 106)

Hong Kong Telecommunications (HKT) Limited (“the Company”)

**Name of Tariff:**

PCCW Home EasyWatch

**Description of Tariff:**

See Annex A

**Effective date of tariff:**

2 April 2009

**Revision history:**

1<sup>st</sup> publication on 2 April 2009

### **PCCW Home EasyWatch**

PCCW Home EasyWatch (“the Service”) provides a one-stop, easy-to-use, remote monitoring service that enables Customers to keep an eye on home premises effectively and with the utmost convenience.

Customer will be assigned with a valid username and password for accessing the Service through web and WAP.

A fixed line telephone number (i.e. Personal Connection Number<sup>Note1</sup>) will also be assigned to each Customer for direct access to the Service through mobile and fixed line phone via video call. Customers can access the Service through the following accessing means:

- PC with Microsoft Internet Explorer Web Browser
- now TV channel 509
- Mobile Phone via video call or wap access<sup>Note2</sup>
- Fixed line phone via video call<sup>Note3</sup>

*Tariff Table:*

(All in HK\$)

Service Fee including 8 hours storage	\$ 498 per month
Installation / Relocation Fee	\$ 2,000

*Note 1:* The Personal Connection Number enables incoming video call only.

*Note 2:* For mobile access to the Service (e.g. 3G video call and 2.5G/3G WAP data streaming), the Service only supports 3G phones with video call capability for video call access and 2.5/3G phones with 3GPP-compliant player, such as Real Player One for wap access. Customer shall be responsible for the prevailing charges applicable to service providers for using the Service through 3G Video call and data access on various platforms

*Note 3:* The cost of viewing the Service through fixed line phone via video call is subject to the prevailing charges of various service providers.

**Remarks:**

1. The provision of the Service is subject to the Company’s prevailing General Conditions of Service, PCCW EasyWatch Special Conditions, and where applicable, the terms and conditions listed in any service plan, Application and Service Literature.
2. The offer of the Service is subject to the availability of the Company’s resources.
3. Other telecommunication service providers may block the accessibility to the Service and some telephone vendors’ unique specification may not be compatible to our Service. In view of these situations, the Company does not give any warranty on the use of the Service.
4. The Service may be affected by extraneous factors such as the Customer’s personal computer software, hardware and Internet firewall settings, wireless router or device nearby; the actual distance

between the camera and the wireless receiver, or any third parties factors that are not arising from the Service. Details please kindly refer to [www.pccweasywatch.com](http://www.pccweasywatch.com).

## **PCCW EasyWatch Special Conditions**

### **1. Our rights and responsibilities**

1.1 "We" or "us" means "Hong Kong Telecommunications (HKT) Limited. "You" or "you" means "Customer".

1.2 We may:

- a. deactivate the Service, at any time without notice to carry out system maintenance, upgrading, testing and/or repairs;
- b. limit or suspend your access to the Service without notice if you have breached any term herein; where we are of the opinion that such action is appropriate as a result of your use of the Service; and/or when you fail to make payment in accordance with clause 5;
- c. expand, reduce and/or modify the Service or remove any content including but not limited to, any still pictures, images, series of moving images, video clips, audiovisual clips, sound clips, recorded messages, text, notes, data, information and/or other material ("Content") recorded by you at our sole discretion; and
- d. from time to time, 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 the Service by posting the details of such amendments on [www.pccweasywatch.com](http://www.pccweasywatch.com), such amendments to take effect 3 Business Days (meaning a day other than a Saturday, a Sunday or a public holiday in Hong Kong) after such posting is made.

### **2. Your responsibilities**

2.1 You:

- a. warrant that you are over the age of 18 and agree to supervise the use of the Service by person(s) under the age of 18;
- b. will be strictly and solely responsible for your use of the Service and any use of the Service by any person who uses the Service by using the login ID(s) and password(s) provided by us to you to access the Service ("Other User");
- c. must not, and must not permit any other person, to use the Service for any unlawful purpose, sell, reproduce, copy, distribute, publish, modify, prepare derivative works based on or display the Content or cause the Content to otherwise be displayed in public unless you own that Content or possess an appropriate licence;
- d. will abide by all relevant laws of the Hong Kong Special Administrative Region ("Hong Kong") and any operating rules, as amended from time to time (including without limitation the Personal Data (Privacy) Ordinance) and ensure the Other User to abide the same;
- e. subject to any other term contained in this Agreement, will not assign, transfer or sub-license all or any part of your rights or obligations under this Agreement;
- f. will provide true, accurate, current and complete information about yourself as required to complete your registration or application form (if any) for the Service ("Registration Data");
- g. will agree to maintain and promptly update the Registration Data (if any) you have submitted to us and keep it true, accurate, current and complete;
- h. will not provide any information that is untrue, inaccurate, not current or incomplete. If we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to, with or without notice to you, suspend or terminate your account and refuse any and all current or future use of the Service;
- i. will upon our request, sign a hard copy version of this Agreement;
- j. will report any violation of this Agreement to our customer service team;

- k. will at all times safeguard your login ID(s) and password(s) and ensure that they are not disclosed or provided to any other person; and
- l. in relation to any Content which you record and/or view using the Service, be deemed to have granted to us an irrevocable licence to copy, distribute, publish, deliver and transmit such Content as is necessary for the operation of the Service or as required by law or regulation, without charge unless otherwise agreed between you and us.

2.2 You must not record, view, upload, post, share, email, transmit, communicate or distribute any Content obtained through the use of the Service that:

- a. you do not have the right to record, view, upload, post, share, email, transmit, communicate or distribute;
- b. is unlawful, abusive, harassing or in contempt of any legal or other proceedings;
- c. includes religious or political material which is or is likely to be offensive;
- d. is indecent, obscene, vulgar, pornographic, offensive or of doubtful propriety;
- e. is threatening or of a menacing character;
- f. is likely to cause annoyance, inconvenience or anxiety;
- g. is likely to encourage crime, public disorder, violence or hatred;
- h. is likely to damage public health, safety or morals;
- i. infringes or is likely to infringe any copyright, trade mark, patent, moral right or other intellectual property right ("Intellectual Property Rights");
- j. is likely to cause harm to us or anyone else's television sets, computer systems, PDAs, WAP telephones or other devices, including but not limited to that which contains any software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer or PDA, WAP telephone or other devices' software or hardware or telecommunications equipment;
- k. contains any material, non-public information of any third party without the necessary authorization to do so;
- l. contains any trade secret of any third party;
- m. is invasive of another's privacy;
- n. harms minors in any way and not to post any images or Content which is not suitable or appropriate for viewing by minors;
- o. is for viewing by the general public through a publicly posted link to the image or otherwise;
- p. is for commercial, business, profit making or resale purposes; and/or
- q. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service.

2.3 You agree not to:

- a. restrict or inhibit any other authorized party from using the Service, including, without limitation, by means of "hacking" any part of the Service or "hacking" or defacing any portion of the [www.pccweasywatch.com](http://www.pccweasywatch.com) website (the "Site");
- b. use the Service, the Site or the Software (as defined in clause 3) for any unlawful purpose;
- c. express or imply that any statements you make are endorsed by us, without our prior written consent;
- d. modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Service, the Site, Software or any of the Equipment;
- e. remove any copyright, trademark, or other proprietary rights notices contained in the Service, Site or the Content;
- f. copy and/or frame any part of the Service, the Site or the Content recorded through the Service without our prior written authorization;
- g. use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Service, the Site or any Content;
- h. collect information about users of the Service without their express consent;
- i. reverse engineer any Content consisting of downloadable software;

- j. hack, break into, access, use or attempt to hack, break into, access or use part of the Service, Content, Site, any other websites (including without limitation www.now.com.hk), its content, and/or any data areas on our server(s) or that of any third parties without authorization; and
- k. store or upload any kind of tools, software or materials in any storage space assigned by us to you in our server(s) that can be used, in our sole opinion for hacking or for any other illegal or improper purpose.

2.4 You agree to indemnify, defend and hold harmless us, our Affiliates (meaning any other entity which directly or indirectly controls us, is controlled by us, or is under common control with us), business partners, licensors, employees, agents and vendors from and against any suit, action, claim, proceedings, liability, demand, loss, damage, fee, cost and/or expense (including reasonable legal fees) resulting from or arising out of (a) your recording, viewing, uploading, posting, sharing, emailing, transmitting, communicating, distributing and/or use of any Content obtained through the use of the Service; (b) use or misuse of the Service by you or any Other User; (c) any violation of these terms and conditions; (d) any violation of any right of a third party; or (e) any breach of or non-compliance with any applicable law or regulation.

2.5 You acknowledge that:

- a. it is not our policy to exercise any editorial control over or to edit or amend any Content recorded, stored and/or viewed through the Service and are not responsible for any such Content;
- b. we disclaim all liability for any recording, viewing, uploading, posting, sharing, emailing, transmitting, communicating, distributing and/or use of any Content obtained through the use of the Service;
- c. we have the right to delete, remove, move, disable, block any access to and/or refuse to record and/or store, any image, message or Content which we consider, in our sole opinion to breach or is likely to breach any applicable law or to be unacceptable;
- d. your use of different web pages of the Site or web site, mobile, now TV or broadband phone platform(s) linked to the Service may be governed by additional or different terms and conditions. Where this is the case, those additional terms and conditions will apply to your use of such web page or web sites or platforms in addition to these terms and conditions and will prevail over these terms and conditions to the extent of any inconsistency;
- e. nothing you do on or in relation to the Service will transfer any Intellectual Property Rights to you or licence you to exercise any Intellectual Property Rights unless this is expressly stated;
- f. that there may be some images or Content recorded through the Service which is not suitable for viewing by minors. You are responsible for ensuring that minors do not access such images or Content using any login ID(s) or password(s) we provide to you to access the Service;
- g. parts of the Service and the Content, can be accessed via platforms provided or maintained by third party providers and not by us. Your correspondence or dealings with any third party provider are solely between you and that third party provider, and you agree that we will not be liable or responsible for any loss or damage of any sort incurred as the result of such dealings;
- h. unless explicitly stated otherwise, any new features that augment or enhance the Service shall be subject to this Agreement; and
- i. we are merely providing a public telecommunications service that enables Content to be recorded, stored and viewed and we have not authorised the Content that is or have been recorded, stored and/or viewed through the Service.

2.6 If we request personal data from you that constitutes Personal Data (meaning Personal Data as that term is used in the Personal Data (Privacy) Ordinance), you may decline to provide the Personal Data but in that event we may decline to provide the Service to you. You agree that we may use the Personal Data for any and all of the following purposes and/or in accordance with our Privacy Policy Statement:

- a. provision of the Service to you (including the transfer of such Personal Data to other telecommunications network providers or third parties as necessary for the provision of the Service and/or the transfer of such Personal Data to Affiliates as necessary for the provision of any part of the Service by such Affiliates);
- b. matching (as defined in the Personal Data (Privacy) Ordinance) the Personal Data with other data collected for other purposes and from other sources including third parties in relation to the provision of the Service;

- c. marketing of goods and/or services by us, our agents or Affiliates, in relation to the Service;
- d. improving of goods and/or services in relation to the provision of the Service;
- e. processing of any benefits arising out of or in connection with the Service;
- f. analysing, verifying and/or checking your credit, payment and/or status in relation to provision of the Service;
- g. processing of any payment instructions, direct debit facilities and/or credit facilities in relation to the provisioning of the Service or requested by you;
- h. enabling the daily operation of your accounts with us or our Affiliates and/or the collection of amounts outstanding from you (which may include disclosing your personal data to debt collection agencies) in relation to the Service, the Content or any products and services provided by our Affiliates;
- i. enabling us to comply with our obligations to interconnect or other industry practices;
- j. keeping you informed of other services we provide;
- k. prevention or detection of crime;
- l. disclosure as required by law; and
- m. any other purposes as may be agreed to by the parties.

2.7 You agree that the Personal Data may be disclosed and transferred in Hong Kong or in places outside Hong Kong to our Affiliates, agents, contractors, telecommunications operations, any other third parties, including collection agencies, credit reference agencies, security agencies, credit providers or other financial institutions and any of our actual or proposed assignees or transferees of our rights with respect to you for such person to use, disclose, hold, process, retain or transfer for the purposes listed in this clause or any other purposes incidental thereto.

2.8 If we request personal data from you that constitutes Personal Data of another person(s), you undertake that you will or you have obtained the consent and authorization from such person(s) in providing such personal data to us and/or our Affiliates, for us and/or our Affiliates to use such personal data in accordance with clause 2.6 (including without limitation verifying and checking your eligibility to subscribe for the Service) and for us and/or our Affiliates to disclose to the class of persons listed in clause 2.7, and you further undertake that you have complied with all relevant obligations under the Personal Data (Privacy) Ordinance.

2.9 You agree that, to the extent required by applicable law, regulation or licence, we may provide any information (including but not limited to personal information of any Other User) to the relevant regulatory authority or government agent for investigation of a contravention or suspected contravention of the applicable law, regulation or licence.

2.10 You shall, as soon as practicable, notify us of any changes of address or any other particulars provided to us which may affect the provision of the Service to you. On our request, you shall provide us with information relating to you and your use of the Service reasonably required by us: (a) to assist us in complying with our obligations under any applicable law; (b) to report to any government agency regarding compliance with those obligations; and (c) to assess whether or not you have complied, are complying and will be able to continue to comply with all of your obligations under this Agreement. If you do not provide us with this information within 2 Business Days, we reserve the right to forthwith terminate or suspend your use of the Service.

### 3. Software Licence

3.1 You will from time to time be permitted to download software from the Service or which is required for access to and use of the Service on computers, PDAs, WAP telephones or any other device ("Software") and we hereby grant to you a non-exclusive and non-transferable licence for you to store, run and use the Software on your computer, WAP telephone, PDA or any other device in accordance with the terms and conditions of this Agreement and any 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.

3.2 We expressly disclaim any and all liability for any damage or loss (including but not limited to loss of data) suffered by you or the owner of the computer, WAP telephone, PDA or any other device or any other persons arising directly or indirectly from the installation of the Software on the computer, WAP telephone, PDA or any other device. We will not be liable for any loss or corruption of any software or data resulting from the installation of the Software. It is your responsibility to back up any data on the computer, WAP telephone, PDA or any other device before installation of the Software.

#### 4. Links and Advertisements

4.1 We have not reviewed all of the web sites linked to the Service and are not responsible for the content or accuracy of any off-site pages or any other web sites linked to the Service (including without limitation sites linked through advertisements). Some links which appear on the Service or the Site are automatically generated, and may be offensive or inappropriate to some people. The inclusion of any link does not imply that we endorse the linked site, and you use the links at your own risk. Your correspondence or dealings with, or participation in promotions of, advertisers on the Site are solely between you and such advertisers. We will not be liable or responsible for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of advertisements on the Service or the Site.

4.2 We use third-party advertising companies to track and/or measure advertising effectiveness on our web site and other web sites. These companies may use information (not including your name, address, email address or telephone number) about your visits to this and other web sites in order to measure advertising effectiveness and to provide advertisements about goods and services of interest to you.

#### 5. Payment

5.1 We will invoice you every month with a list of all fees which relate to your and all Other Users' use of the Service including without limitation the fees for the rental of the Equipment and storage charges, if applicable (together the "Fees"). Unless otherwise specified, all subscription fees are payable monthly in advance. The Fees will be calculated by reference to data recorded or logged by us or our Affiliates and not by reference to any data recorded or logged by you. Records held and logging procedures adopted by us will be conclusive evidence of the usage of the Service, the Content and the Fees payable by you. The Fees will be charged to your invoice for the Service ("EasyWatch Invoice") or to your invoice for the Netvigator services ("Netvigator Invoice") (as the case may be) and you agree to pay the full amount by the payment method selected by you for payment of the EasyWatch Invoice or Netvigator Invoice (as the case may be), such payment to be made before the due date for payment as specified on the EasyWatch Invoice or Netvigator Invoice (as the case may be). You hereby authorise us to charge your credit or charge card with the full amount of Fees at any time before the due date on the EasyWatch Invoice or Netvigator Invoice (as the case may be); 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). You agree that we may transfer any amount that is owing to you or due from you under any of your accounts, if you have more than one account with us, so as to settle any outstanding amount due to us under any of your accounts, whether they have been terminated or suspended. Any disputes regarding an invoice must be raised within 30 days of the invoice date 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 the Service or any part thereof is disrupted or suspended for maintenance or as a result of technical difficulties or a circumstance beyond our reasonable control. 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 the Service is suspended or terminated before payment is made.

5.2 You agree to pay all fees and charges that you and/or your Other Users incur. Unless otherwise noted, all currency references are in Hong Kong dollars. We may at any time change the amount of, or basis for

determining, any fee or charge, or institute new fees or charges. All fees and charges are payable in accordance with payment terms in effect at the time the fee or charge becomes payable.

## 6. General Warranties & Liability

6.1 To the extent permitted by law, we disclaim any representation or warranty whether express or implied as to the title, non-infringement, fitness for a particular purpose, merchantability, accuracy, completeness, standard of quality, security, reliability, timeliness and performance of the Service, the Site, the Software and/or any Content (as the case may be), that the Service will be uninterrupted, hacker free or error free, that the Site or the servers that support it will be free from viruses or other harmful components, 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 any part of the Service, the Site, the Software and/or any of the Content unless otherwise specifically mentioned in this Agreement.

6.2 You understand and agree that the recording and storage of any Content through the Service is done at your own discretion and risk and that you will be solely responsible for any loss or damage to your Content or image or any damage to your computer system, television set, mobile phone and/or any other types of devices and/or loss of data that may result therefrom. You are solely responsible for creating back-ups of your Content and storing it in your own storage device.

6.3 To the extent permitted by law, 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.

6.4 To the extent permitted by law, we expressly disclaim any liability for (a) any damage to or loss of data suffered by you arising from the Content and/or your use of the Service, the Equipment and /or Software; (b) any claim based on contract, tort, or otherwise or any loss of revenue (whether direct or indirect), loss of profits or any consequential loss whether of an economic nature or not; (c) any claim relating to any part of the Service and/or any of the Content recorded, stored and/or viewed through the Service (or any failure or delay to so record, store and/or view); (d) any loss or damage suffered by you or any person arising out of or relating to any recording, storing and/or viewing of any Content through the Service; (e) any loss or damage suffered by you or any person arising from the installation of the Equipment and (f) any disruption or suspension of the Service or any part thereof which is attributable to an event or circumstance beyond our reasonable control.

## 7. Termination and Subscription

7.1 You agree that we may at any time without notice to you (a) refuse to accept your application to become a subscriber to the Service or (b) terminate this Agreement 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 by providing us with at least one calendar month notice in writing; in which event you may have to pay such early termination charges as specified in your registration or application form. Termination of the Service will only be effective upon confirmation of such termination by us.

## 8. Effect of Termination

8.1 Upon the date of expiration or termination of this Agreement, all licences, rights and privileges granted to you under the terms of this Agreement shall cease. 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. Under no circumstances will you be entitled to a refund of any Fees, interest on any security deposit or any pro rata repayment of any monthly service fee.

8.2 Upon expiration or termination of this Agreement, you will not be permitted to record, store or view any more Content through the Service and we may also remove and/or delete your stored Content from our servers without further notice to you and collect all Equipment from you.

#### 9. Unauthorized access

Unauthorized access to the Service is a breach of this Agreement and a violation of the law. You agree not to access any part of the Service by any means other than through the use of your login ID(s) and/or password(s). You agree not use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access, monitor or copy any part of our sites except those automated means that we have given prior written approval for.

#### 10. General

10.1 We may appoint agents, assign the rights or sub-contract (in whole or in part) any part of our rights and/or obligations contained in this Agreement to any person or entity at any time. You shall not assign, transfer, convey or otherwise dispose of (in whole or in part) any of your rights, obligations and/or liabilities under this Agreement to any person or entity without our prior written consent. This Agreement represents the entire understanding between you and us in relation to the Service and supersedes all prior agreements and representations made by either party, whether oral or written. The English version of these terms and conditions shall prevail over any Chinese version (if any) 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 the laws of Hong Kong and the parties hereby submit to the non-exclusive jurisdiction of the courts of Hong Kong.

10.2 All notices and other communications hereunder to us shall be in writing and shall be deemed to have been duly given when delivered, if delivered by messenger during our normal business hours; when sent, if transmitted by facsimile transmission (receipt confirmed) during our normal business hours to such facsimile number, or on the third Business Day following mailing, if mailed by certified or registered mail, postage prepaid to our registered office as shall be specified by us from time to time.

10.3 All notices and other communications hereunder which we give to you will be in such form and manner as we deem appropriate and shall be deemed to have been duly given when sent, if transmitted by electronic mail or facsimile transmission; on the day of posting, if posted on the [www.pccweasywatch.com](http://www.pccweasywatch.com) website; on the third Business Day following mailing, if mailed to your address last notified to us.