

**UNIFIED CARRIER LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)**

**PCCW-HKT Telephone Limited (“PCCW-HKTC”) and
Hong Kong Telecommunications (HKT) Limited (“HKT”)**

Name of Tariff:

Residential Cell Relay Services (“**Services**”)

Description of Tariff:

See Annex A

Effective date of tariff:

1 June 2013

Revision history:

Revision to the tariff published in Gazette No.2 of 2004 and No. 31 of 2003 published on 9 January 2004 and 10 October 2003 respectively in respect of service provisioning and charges of the Service.

Residential Cell Relay Services (CRS)

Residential Cell Relay Services (“**Services**”) are high-speed client-server access services supporting best effort on-demand connection between service provider’s equipment and their customers’ equipment located in designated residential buildings under the areas of service coverage of HKT (“**Company**”).

The Services consist of the following two service categories:

CRS Customer Access Service C

- The broadband access service for connecting customer’s equipment at the remote client end to the server provider’s server end equipment
- Establish connection on demand

CRS Service Provider End Service

- The high speed circuit for connecting service provider’s server end equipment to the customer’s equipment at the remote client end
- Establish connection on demand

Tariff Table:**(A) CRS Customer Access (CRS CA) Service C (All values in HK\$)**

Service Type	Bandwidth Range (Note 1)	Monthly Rental (Note 1)	Installation	Internal Relocation	External Relocation	Reconfiguration
Asymmetric - 10Base-T	Up to 8M (Single session)	1.5M : \$150 3M : \$158 6M : \$166 8M : \$171	\$530	\$530	\$530	\$200
Asymmetric - G.DMT	Up to 8M (Single session)	1.5M : \$110 3M : \$118 6M : \$126 8M : \$131	\$200	\$200	\$200	\$200
Asymmetric - 10Base-T	Up to 8M (Up to 4 sessions)	3M : \$171 6M : \$179 8M : \$184	\$530	\$530	\$530	\$200
Asymmetric - G.DMT	Up to 8M (Up to 4 sessions)	3M : \$128 6M : \$136 8M : \$141	\$200	\$200	\$200	\$200

(B) CRS Service Provider End Service (All values in HK\$)

Service Type	Interface Bandwidth (Note 1)	Monthly Rental (Note 1)	Installation	Internal Relocation	External Relocation	Reconfiguration
Service Provider End : CRS SP	155M interface (Up to 1,000 sessions)	First 15 km : \$15,000 Additional 20 km : \$7,000 Cross PoP region : \$3,500	\$32,000	\$32,000	\$32,000	\$3,700
Service Provider End : CRS SP-FE	100M interface (Up to 1,000 sessions)	First 15 km : \$34,500 Additional 20 km : \$7,000 Cross PoP region : N.A.	\$32,000	\$32,000	\$32,000	\$3,700
Service Provider End : CRS SP-GE	1,000M interface (Up to 8,000 sessions)	First 15 km : \$78,000 Additional 20 km : \$10,000 Cross PoP region : \$5,000	\$60,000	\$60,000	\$60,000	\$3,700
Multiple Domain Name	Per additional domain name per server end	\$2,000	Installation: \$2,500 Deletion: \$2,500	N.A.	N.A.	Change of domain name: \$3,700

The Services are subject to applicable terms and conditions (and as amended from time to time) under the Company's General Conditions of Service, the Special Conditions for Residential Cell Relay Services (CRS) (see Appendix I), the Conditions of Broadband Network Services for Service Providers (see Appendix II), and where applicable, any Service Plan, Applications and Service Literature.

Remarks:

- (1) The provision of the Services is subject to site feasibility study, network coverage and the availability of the Company's resources.
- (2) The CRS network consists of different Point-of-Presence (PoP) Regions with service characteristics shown below :

For CRS SP, CRS SP-GE and CRS Customer Access Service C:-

- The services are confined within PoP regions designated according to the location of the Company's Points of Presence (PoP) in Hong Kong as announced by the Company from time to time; and
- A Service Provider End circuit (i.e. CRS SP or CRS SP-GE) connected to a PoP can only has connectivity to CRS Customer Access Service C circuits which are located (or connected) within the same PoP region.

For CRS SP-FE and CRS Customer Access Service C:-

- Service connectivity between CRS SP-FE and CRS Customer Access Service C can either be in the same or different PoP region(s).

- (3) Clauses 14.8 to 14.10 of the Company's General Conditions of Service which provide for the renewal of the pre-existing term plan shall not apply to the Services. If the customer continues to use the Services after the expiration of the commitment period, all the existing discount or/and free offerings provided under such pre-existing term plan will not be available.
- (4) For any works requested which is not included in the planned / normal provision of the Services (such as, but not limited to, civil works, special internal wiring, dedicated trunking, internal trunking, any applicable charges imposed by the building management office or data centre, way leave dues, customer premise equipment, etc.), the Company will charge customers for the job based upon the complexity and effort involved, subject to availability of resources.
- (5) For these best effort services, the Company reserves the right to terminate the Services upon 30 days' notice.
- (6) The Company may develop customized commercial offers based on customized volume/term commitment, service requirements, etc. subject to network coverage and available resources.
- (7) The Company reserves the right not to provide any Service(s) to those customers who have previously found our service to be unacceptable despite it being provided in accordance with our tariff terms and conditions and at our normal service levels.

Note 1: The bandwidth charge refers to downstream bandwidth. There are a number of downstream bandwidth options with corresponding associated upstream bandwidth available for subscription. The currently available bandwidth options within the bandwidth range can be obtained from the Company's sales channel, while new bandwidth options may be added from time to time, subject to demand volume, service coverage and available resources.

Appendix I

Special Conditions for Residential Cell Relay Services (CRS)

Residential Cell Relay Services comprising of CRS CA Service, CRS SP, CRS SP-FE and CRS SP-GE Service are made available by Hong Kong Telecommunications (HKT) Limited (“Company”) subject to the Company’s General Conditions of Service, Conditions of Broadband Network Service for Service Providers and these Special Conditions (collectively referred to as “the Conditions”). If there is any inconsistency with the other conditions, these Special Conditions shall prevail to the extent of the inconsistency.

- A. All the definitions, Notes and charges set out in the Company’s tariff for CRS are deemed to be part of these Special Conditions as if they were set out herein. Unless otherwise specified:
- (a) “Customer” referred to in the Company’s General Conditions of Service is deemed to be a reference to the service provider;
 - (b) “home user” means the service provider’s customer located in a residential building who uses broadband application for non-commercial purposes;
 - (c) “school user” means the service provider’s customer located in a school premises who uses broadband application for educational purposes;
 - (d) “residential building” is a building with an occupation permit that requires the entire building or majority of the usable area of the building to be used for residential purpose only and the home user must be a residential user;
 - (e) “service provider” means (i) a Programme Service licensee or a Television Broadcasting licensee under the Television Ordinance (Cap. 52) or (ii) a Public Non-Exclusive Telecommunications Service licensee under the Telecommunication Ordinance (Cap. 106).
- B. CRS is a broadband transport service to be offered to service providers only. CRS CA is the connection service for the home/school user end, while CRS SP, CRS SP-FE and CRS SP-GE are the connection services for the service provider end. The service is for transmission between home/school user and service provider only; it does not permit connection between home/school user and home/school user, nor service provider and service provider. Attempts to establish connection between home/school user and home/school user or between service provider and service provider will be considered a breach of the terms and conditions.

1. CRS CA Service C:

- 1.1 Total upstream bandwidth is best effort only and ranging from 256Kbps to 800Kbps.
- 1.2 The service provider shall bring to the home/school users’ attention of the relevant terms of the Conditions and to secure their compliance under its agreement with the home/school users.
- 1.3 Minimum Commitment Period for each circuit end under CRS CA Service C shall be 3 months.
- 1.4 Termination notice for any circuit end under CRS CA Service C after the Minimum Commitment Period shall be made by giving at least 1 month written notice in advance to the Company.

2. CRS SP, CRS SP-FE and CRS SP-GE Service:

- 2.1 Link diversity feature is not included.
- 2.2 The Minimum Commitment Period for each circuit end under CRS SP, CRS SP-FE or CRS SP-GE shall be 6 months.
- 2.3 Termination notice of any circuit end under CRS SP, CRS SP-FE or CRS SP-GE after the Minimum Commitment Period shall be made by giving at least 3 months written notice in advance to the Company.

3. All CRS CA Service, CRS SP, CRS SP-FE and CRS SP-GE Service:

- 3.1 The Company reserves the right to apply extra charges for additional or non-standard facilities and services provided at the request of the service provider. Installation charge covers the connection of first socket within home/school user premises during normal operating hours. The location of first socket shall be decided by the Company. Additional internal extension sockets may be provided at the Company’s discretion for internal extension socket installation.
- 3.2 Use of service by the service provider and the home/school users must comply with the Company’s network service parameters.
- 3.3 Normal operating hours are defined as:
 - Monday to Friday 9:00 a.m. to 5:00 p.m. and
 - Saturday 9:00 a.m. to 1:00 p.m.Public holidays are excluded.

- 3.4 The Company reserves the right to suspend service provision if any of the terms and conditions are breached by the service provider or the home/school user.
- 3.5 The Company can give prior notice to service providers on any planned service outage.
- 3.6 Service providers are responsible for providing a secure in-building space with necessary power (220V AC and -48V DC) and air-conditioning for the Company to install necessary equipment at the service provider end and at the home/school user end.
- 3.7 The service provider may choose to discontinue service of any circuit end before expiration of the relevant Minimum Commitment Period by giving reasonable prior notice and paying Cancellation Charges to the Company calculated to be the relevant Rental for the balance of the Minimum Commitment Period.

4. Service Provisioning Time

4.1 CRS CA:

Target service provision time for CRS CA Service C is 7 calendar days from the date that the Company confirms with the service provider whose order is accepted.

4.2 CRS SP, CRS SP-FE or CRS SP-GE:

Target service provision time is 7 months from the date that the Company confirms the service provider whose order is accepted.

4.3 The above target service provisioning time is applicable to normal circumstances and is subject to the following pre-conditions:

- (a) the Company's required transmission facilities between the location of service provider premises and the relevant PoP have already been installed and are available; and
- (b) the Company's required transmission facilities in the building in which the service provider or the home/school user is located have already been installed and are available;
- (c) the service provider has provided reasonable forecast in reasonable advance of requirement as agreed with the Company.

5. Fault Clearing

5.1 CRS CA: Under normal circumstances, target time to clear faults is within 48 hours of receiving necessary information from the service provider.

5.2 CRS SP, CRS SP-FE or CRS SP-GE: Under normal circumstances, target time to clear faults is within 48 hours of receiving necessary information from the service provider.

Appendix II

Conditions of Broadband Network Services for Service Providers

Broadband Network Services of Hong Kong Telecommunications (HKT) Limited (“Company”) shall be provided by the Company on the following terms and conditions and subject to payment of charges by the service provider in accordance with the applicable Tariff Schedule published by the Company.

- (1) The Company shall supply to a service provider who acquires services supplied for the purpose of providing interconnection to the Company’s broadband service network (the ‘BSN’) or for the use of other BSN service (‘the service’) subject to the Company’s tariff terms (the ‘Conditions’). The service shall commence from the date on which the service is made available by the Company, and the service provider shall pay on demand all charges lawfully made by the Company in respect thereof whether in respect of the provision of the service or otherwise throughout the period of the service.
- (2) The Company shall not be under any obligation to provide the service until the service provider shall have satisfied the Company that it is in possession of the necessary licences and shall have paid, upon receipt of a notice that the Company is prepared to give connection, all charges lawfully payable to the Company. All periodic charges shall be paid in advance. The Company may demand reasonable deposits to secure the due payment by the service provider of the charges and may vary the requirements for and the amount of any such deposits.
- (3) Subject to Condition (2) above, the Company shall endeavour to supply the service in accordance with its relevant specifications and the requirements of the service provider. However, the Company shall not be liable in the event that it is unable to supply the service either in exact conformity to the requirements or in accordance with the installation timetable requested by the service provider.
- (4) The service provider shall pay on demand any increase in charges from the date when such increase shall have been lawfully made.
- (5) The service provider shall at all times be responsible for operating its service in accordance with the conditions of any licence granted to it and shall not operate the service in any way as to contravene any of legal rights of the Company. The service provider undertakes to bring to the attention of its customers of the relevant conditions contained herein and to secure their compliance under the terms of its agreement with the customers.
- (6) From time to time, facilities belonging to the Company (‘the facilities’) may be installed at the premises of the service provider and its customer at the service provider’s own risk. The service provider shall ensure that the facilities are surrendered in good condition upon termination of the service. The service provider shall make payment upon demand by the Company of its charges for making good any loss of or damage to the facilities from any cause whatsoever during the period of the service.
- (7) The Company will at the request of the service provider effect with reasonable effort all necessary repairs to the services supplied by the Company as may from time to time be necessary. It is expressly agreed between the service provider and the Company that the Company shall not be subject to any liability or responsibility by reason of any delay in effecting such repairs or for any failure to establish or maintain interconnection or for any failure or delay in establishing or maintaining communication or other service between the service provider or its customers and any other person whether such failure delay shall arise from accident, omission, default, negligence or other act of an employee of the Company or from any other cause whatsoever.

In no event shall the Company be liable to the service provider, its customers or any other person in contract, tort (including negligence or breach of statutory duty) or otherwise for any loss (whether direct or indirect) of profits or business or any indirect or consequential loss whatsoever. Nothing herein shall exclude or restrict liability for death or personal injury resulting from the negligence of the Company.
- (8) The service provider shall grant access to its premises and arrange access to its customers’ premises at which the service will be provided at such reasonable times to enable the Company to effect installation, inspection, repair, maintenance, replacement, removal or recovery of the facilities.
- (9) The service provider shall not at anytime or under any circumstances tamper with the facilities installed by the Company nor repair nor attempt to repair nor permit to be repaired the same or any part thereof nor remove or permit the facilities to be removed from the position in which the same were installed save by the Company.
- (10) The service provider shall in its application to the Company for service describe the service to be provided and specify the details and use of any attachments and apparatus to be connected to the Company’s facilities or the services provisioned by the Company to enable the Company to effectively provide the required services and accurately calculate the amount of charges payable by the service provider. The service provider must also inform the Company of such details if subsequent changes to its network configuration will change the amount of charges that the Company may collect from the service provider.
- (11) The service provider shall be solely responsible for the satisfactory operation of its service and equipment and for ensuring that such equipment is suitable for connecting to the BSN without causing disruption, disturbance or

overloading of the BSN. If connection to the service provider's equipment is resulting in overloading or disruption of the BSN, the Company may give to the service provider notice in writing requiring it to acquire such reasonable number of additional services or take such other measures as in its opinion are necessary to alleviate such overloading or disruption.

- (12) The service provider undertakes to provide a service complaint facility and to advise all its customers that all their service complaints should be directed to the service provider and not to the Company. When the service provider receives complaints from its customers the service provider shall, before passing on such complaints to the Company, determine to the best of its ability that the equipment and service supplied by the service provider is free from fault. In the event of the service provider reporting faults to the Company which are found not to be due to a fault in the facilities supplied by the Company or to a fault for which the Company is otherwise responsible, the Company shall have the right to charge the service provider for any unnecessary visits by personnel of the Company. The service provider shall use its best endeavours to ensure that fault complaint made to the Company are reasonably accurate description of the fault experienced.
- (13) The facilities installed at the premises of the service provider and its customers is and shall at all times remain the property of the Company. The service provider shall protect and defend the Company's title to the facilities against all persons claiming against or through the service provider and shall at all times keep the facilities free from any legal process or encumbrance, including but not limited to lien, distress or execution, and shall indemnify the Company from any loss occasioned or resulting thereby.
- (14) The Company will invoice the service provider in respect of the services provisioned to the service provider and its customers. The service provider will be totally accountable for all charges incurred for services rendered by the Company and shall be responsible for payment of all charges due to the Company arising out of the connection to and use of the BSN and the service. In no circumstances should the service provider imply that the service offered by the service provider to its customers amounts in any way to an obligation owed by the Company to those customers.
- (15) The books and records of the Company shall be deemed as between the Company and the service provider to be conclusive evidence as to the Company's services provided, duration of the services and the usage and other charges due and payable from time to time by the service provider to the Company.
- (16) The service provider shall not make any payment to any of the Company's employees other than payment in respect of the Company's charges, which must only be made to an office of the Company designated for the purpose or to a collecting agent duly authorised by the Company and for which an official receipt will be given.
- (17) The service provider shall indemnify and keep the Company harmless against all claims for libel or infringement of copyright arising from the material transmitted or received via the services, and against all other claims arising out of any act, omission or negligence of the service provider in connection with the services.
- (18) In the event of the service provider giving a required notice to the Company of its intention to discontinue the service, the Company will recover the facilities without prejudice to any other Conditions or to any other charges payable to the Company may have. In the event that the service provider withdraws its application for service prior to completion of the installation and after the Company's acceptance of the application, the service provider will be liable for expenses incurred by the Company specifically in relation to such installation.
- (19) The Company shall be entitled at any time on giving notice to the service provider to discontinue or suspend the service forthwith where:
 - (a) the rental or any other charge or sum payable by the service provider to the Company remains unpaid after becoming due;
 - (b) the service provider has failed to comply within a reasonable period with a notice served under Condition (11) hereof;
 - (c) the facilities or equipment or apparatus belonging to the service provider and connected to the BSN does not meet the relevant technical standards (including but not limited to safety and electrical protection requirements) for interfacing with the BSN (the 'technical standards') as approved by the TA from time to time;
 - (d) the service provider or any of its customers uses the Company's facilities or the services for any illegal or improper purpose or misuses any of them whereby damage is or may be caused to the Company's properties;
 - (e) the service provider fails to comply with or is in breach of any Conditions or any of the conditions of any licence granted to the service provider; or
 - (f) the service provider should go into liquidation or receivership or cease to use the service for any reason;

and in any such event the Company may terminate or suspend the services and recover the facilities from the premises of the service provider and from the premises of the service provider's customer and without prejudice to any other Conditions or to any other remedy the Company may have at law. In the event of the Company exercising its right under this Condition, the service provider shall not be entitled to any refund in respect of advance payments made to the Company. In any case where the Company has exercised its right of disconnection or suspension for any reasons contained in (a) to (e) above, the Company may restore interconnection services provided that:-

- (a) any outstanding monies due have been paid.

- (b) any prescribed re-connection fees have been paid.
 - (c) any new or increased security deposit required by the Company at its sole discretion has been paid.
 - (d) any breach of these Conditions or of any condition of any licence has been remedied and the Company is reasonably satisfied that adequate precautions have been taken to ensure that the breach will not re-occur.
- (20) Unless otherwise agreed between the Company and the service provider, any notice to be given by the Company to the service provider or by the service provider to the Company must be given in writing and by posting the same to the service provider or the Company at their respective registered offices. Such notices shall be deemed duly delivered if the same is properly addressed and sent by prepaid post and will be deemed to be received three days after posting within Hong Kong.
- (21) Neither the Company nor the service provider shall be held liable or deemed to be in default for any failure to perform its obligations hereunder if such failure results directly or indirectly from force majeure.
- Force majeure means any law, order, regulation, direction or request of any government, governmental department, agency or corporation of any such government or of any national legal authority; inability or failure in granting or obtaining governmental approvals; failure or delay in obtaining component from usual sources; strikes, lockouts or other labour disputes, insurrection, riots, national emergencies, war or acts of public enemies; fire, floods or other catastrophes; acts of God; or any clauses of any kind beyond the reasonable control of that party.
- (22) This Agreement shall be governed by, construed, performed and enforced in accordance with the laws of Hong Kong, and the Company and the service provider irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Hong Kong.
- (23) Service provider undertakes that it shall not, and shall ensure that its employees, agents, and contractors, do not perform any act in relation to the service or the service provider's service which will or may reflect adversely upon the image, reputation, business integrity or goodwill of the Company or any affiliate of the Company or the image or reputation of the service.