

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

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

Name of Tariff:

Special Conditions of eye2 Communication Package for Consumer Customers

Description of Tariff:

See Annex A

Effective date of tariff:

10 September 2012.

Revision history:

Revision to the tariff U025-028 published on 7 July 2011 regarding amendment of certain terms.

The “Special Conditions of eye2 Communication Package” published in U025-001 on 16 August 2010 will continue to apply to all contracts of the eye2 Communication Package entered into before 7 July 2011.

SPECIAL CONDITIONS OF EYE2 COMMUNICATION PACKAGE (“eye2 Communication Package”) FOR CONSUMER CUSTOMERS

1. Service availability

You agree that:

- a. the eye2 Communication Package is provided through an eye2 Device;
- b. the eye2 Communication Package is only available to certain areas in Hong Kong as specified by us;
- c. the installation of the eye2 Communication Package may not be possible due to technical reasons;
- d. the quality and provisioning of the eye2 Communication Package depends on the reliability and stability of Internet which may be out of our control;
- e. the quality of other services using the same broadband line as the eye2 Device may be affected if you use the eye2 Device and such services at the same time; and
- f. the eye2 Device may be purchased by you for accessing the eye2 Communication Package.

2. Porting failure

For certain Service plan, we will provide you with a new phone number for your use with the eye2 Communication Package pending the Porting of your existing phone number for local fixed line service provided by another telecommunications operator. If you cancel the eye2 Communication Package as a result of Porting failure not caused by our fault, all the pre-payments made by you for the eye2 Communication Package shall not be refunded by us or be transferred by you.

3. Installation address

The eye2 Communication Package and the relevant information or Content services must be used at the installation address for personal use and must not be used for business purposes. You agree that we can provide your installation address and/or your Personal Data to the Government Agency (such as, the Hong Kong Emergency Centre) in handling an emergency incident when required to do so by such Government Agency.

4. Information or Content services

For the use of the information or Content services through the eye2 Communication Package, you agree that:

- a. certain Third Party Providers may authorise us to collect the charges for their services on their behalf, and your payment to us shall be used for the payment of the eye2 Communication Package first;
- b. any Content provided by us or the Third Party Providers is for reference only and is not intended for trading or other business purposes, we or any Third Party Provider is not responsible for the accuracy, completeness or timeliness of such information or Content service;
- c. you are responsible for ensuring that minors do not have access to Content that is unsuitable for viewing by minors through the eye2 Device;
- d. we or the Third Party Providers may terminate, suspend, withdraw or restrict access to all or any of the information or Content services with or without notice to you;
- e. you and any of the users authorised by you to use the information or Content services shall comply with the applicable law and regulatory requirements; and

- f. if we are the information or Content service provider, we may change the terms and conditions for such information or Content service we provide with or without notice to you.

5. SMS

5.1 You shall give us at least 3 days' advance written notice if you choose not to receive any Commercial Electronic Messages and/or any incoming SMS sent through the eye2 Communication Package.

5.2 For SMS exchanged by you through the eye2 Communication Package, such SMS shall only be in text format. The SMS can be sent to or received from:

- a. another customer of our local fixed line Service using a compatible device with fixed line SMS functions;
- b. any other person using local mobile phone services; and
- c. any persons using fixed line or mobile phone services in certain overseas countries specified by us.

Unless the eye2 Communication Package you choose allows you to do so, each SMS shall only contain a maximum of (i) 160 characters in English; or (ii) 70 characters in Chinese alone or in both Chinese and English. Any space, symbol and punctuation mark used in the SMS shall be treated as a character.

6. Links and related advertisement

You agree that we have not reviewed any website linked to the eye2 Communication Package. We shall not be responsible or liable for:

- a. any Content of any off-site pages, or, any websites linked to the eye2 Communication Package; or
- b. any Commercial Electronic Messages sent through the eye2 Communication Package.

7. Third Party Applications (if applicable)

7.1 For the access and/or download of the Third Party Applications, you acknowledge and agree that:

- a. any Third Party Applications (whether preloaded by us or downloaded by you) are accessed and/or used at your sole risk;
- b. we shall not be responsible or liable for your access, use, communication, transaction or any dealings with the Application Developers of the Third Party Applications via the eye2 Device;
- c. the access and use of the Third Party Applications are subject to your compliance with all applicable terms and conditions specified by the Application Developers;
- d. usage of certain Third Party Applications may require you to pay a fee and you agree to pay all fees and charges that you incur; and
- e. the Third Party Applications on the eye2 Device may be different from the version generally available in the Android Market.

7.2 Some Third Party Applications are preloaded onto the eye2 Device on an "as-is" basis as at the date of preload. You may update such preloaded version on the eye2 Device as notified by us from time to time if such new version has been released to us by the Application Developers.

7.3 We have the right to delete, remove, move, disable or block any access to any preloaded Third Party Applications at any time in our sole discretion.

7.4 You undertake to indemnify us against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature that may result or which we may sustain, suffer or incur as a result of your access to, use of and/or conduct of transactions through the Third Party Applications.

8. Limitation

We does not warrant or represent that the **eye2** Device will be uninterrupted, error-free, or free of computer viruses, worms, software bombs, hidden files, illicit codes, Trojan horse or any other harmful or malicious instructions. If re-set of the **eye2** Device is required for any reasons, any data stored in the **eye2** Device may be lost (including but not limited to any phonebooks or contact lists maintained) and no backup will be provided by us.

9. Statistical information

You agree that we may provide anonymous statistical information (whether aggregated or segmental) on our customer's use of the **eye2** Communication Package (such as, subscription and usage information) to existing and potential Third Party Providers and/or advertisers.

10. Repair of Equipment

10.1 If the **eye2** Device or the Modem is being repaired and you cannot use the **eye2** Communication Package, you are still required to pay us the Charges for the **eye2** Communication Package (unless we tell you otherwise) and pay the Third Party Providers the charges for the information or Content services they provide (unless the Third Party Providers tell you otherwise).

10.2 We shall not be responsible for the repair and maintenance of the **eye2** Device or the Modem if it is beyond repair.

11. Other discounts

If you subscribe for the **eye2** Communication Package with a Fixed Term, you cannot enjoy any other discounts, rebates or promotional offers or rates provided by us for the **eye2** Communication Package, unless we tell you otherwise.

12. Special meanings:

In the Special Conditions, all defined terms shall have the same meanings as those defined in the General Conditions of Telecommunications Service (Consumer Customers), unless otherwise specified in these Special Conditions:

Application Developers means a developer of the Third Party Applications.

Commercial Electronic Message means a message in electronic format for offering, advertising or promoting goods and/or services.

eye2 Device means any device (including the WiFi tablet, lithium polymer rechargeable battery, charging dock and AC-DC power adaptor (where applicable) such as **eye2** device or eye Home Tablet for access of the **eye2** Communication Package.

Modem means the modem with or without router capability we provide to you for use with the **eye2** Device.

Third Party Applications means the applications provided by any Application Developers and made available to the market through Internet.