

Fixed Carrier Licence  
Telecommunications Ordinance (Chapter 106)  
Hong Kong Telecommunications (HKT) Limited (the 'Company')

**Name of Tariff:**

Business Broadband Services

**Description of Tariff:**

Business Broadband Services deliver high-speed data transmission over an IP infrastructure for business customers to access to the Internet. Business customers can choose from a wide range of services with various bandwidths, symmetric or asymmetric data flow direction etc. to meet their business needs.

**Types of Services:**

Class of Service	Bandwidth Range	Installation	Monthly Rental	Internal Relocation	External Relocation
@WORK Broadband (Ultra Line, Multi-Access, "Premier" Multi-Access)	1.5M/640K – 8M/800K	\$1,000	\$1,500	\$1,000	\$1,500
@WORK Broadband (Ultra Line, Multi-Access, "Premier" Multi-Access)	2M – 8M	\$1,000	\$1,600	\$1,000	\$1,500
@WORK Broadband (Ultra Line, Multi-Access, "Premier" Multi-Access)	10M – 20M	\$1,000	\$4,000	\$1,000	\$1,500
Always-On Broadband	1.5M/640K – 6M/640K	\$1,500	\$4,800	\$1,000	\$1,500
Always-On Broadband	2M – 5M	\$1,500	\$5,000	\$1,000	\$1,500
Always-On Broadband	6M – 10M	\$1,500	\$10,000	\$1,000	\$1,500
Always-On Broadband	15M – 30M	\$1,500	\$20,000	\$1,000	\$1,500
Always-On Broadband	40M – 60M	\$1,500	\$30,000	\$1,000	\$1,500
Always-On Broadband	70M – 100M	\$1,500	\$45,000	\$1,000	\$1,500
Metro-Internet	2M – 5M	\$7,500	\$18,000	\$7,500	\$7,500
Metro-Internet	6M – 10M	\$7,500	\$30,000	\$7,500	\$7,500
Metro-Internet	15M – 30M	\$21,500	\$70,000	\$7,500	\$21,500
Metro-Internet	40M – 60M	\$21,500	\$130,000	\$7,500	\$21,500
Metro-Internet	70M – 100M	\$21,500	\$210,000	\$7,500	\$21,500
Metro-Internet	150M – 200M	\$55,000	\$420,000	\$16,500	\$55,000
Metro-Internet	250M – 500M	\$55,000	\$1,050,000	\$16,500	\$55,000
Metro-Internet	550M – 1000M	\$55,000	\$2,100,000	\$16,500	\$55,000
Dedicated Internet	128K – 256K	\$8,000	\$7,500	\$2,500	\$3,000
Dedicated Internet	521K	\$8,000	\$12,000	\$2,500	\$8,000
Dedicated Internet	T1	\$8,000	\$20,000	\$2,500	\$8,000
Dedicated Internet	E1	\$8,000	\$50,000	\$2,500	\$8,000
ATM Internet	2M – 4M	\$21,500	\$60,000	\$10,000	\$21,500
ATM Internet	5M – 7M	\$21,500	\$105,000	\$10,000	\$21,500
ATM Internet	8M – 10M	\$21,500	\$150,000	\$10,000	\$21,500
ATM Internet	20M – 60M	\$21,500	\$350,000	\$10,000	\$21,500

**Remarks:**

1. The provision of the Business Broadband Services is subject to the availability of the Company's resources.
2. The provision of the Business Broadband Services is subject to the Company's prevailing Terms and Conditions including the General Conditions of Service and the Special Conditions for Business Netvigator Service, as amended from time to time.

**Effective date of tariff:**

1 April 2010

**Revision history:**

Revision to the tariff published in F050-0023 on 1 April 2009

## **SPECIAL CONDITIONS (“SPECIAL CONDITIONS”) FOR BUSINESS NETVIGATOR SERVICE (“BNS”)**

These Special Conditions for the **BNS** are additional to the General Conditions of Services of Hong Kong Telecommunications (HKT) Limited (“**General Conditions**”) posted at <http://www.pccw.com>. Any capitalised terms not defined in these Special Conditions will have the meaning given to it in the General Conditions.

In the event of any inconsistency between these Special Conditions, the General Conditions, the terms and conditions of the Service Plan (if applicable), the Application and the Service Literature, the inconsistency will be resolved in the following order:-

- (a) **the terms and conditions of the Service Plan (if applicable);**
- (b) **the Application;**
- (c) **these Special Conditions;**
- (d) **the General Conditions; and**
- (e) **the Service Literature.**

### **1. Our responsibilities**

1.1 "We" and "us" mean Hong Kong Telecommunications (HKT) Limited. "You" means the Customer as specified in the Application.

- 1.2 We will provide you the **BNS** pursuant to these Special Conditions. You should note that we may:
- (i) deactivate the **BNS** at any time without notice to carry out system maintenance, upgrading, testing and/or repairs;
  - (ii) limit or suspend your access to the **BNS** without notice where we are of the opinion that such action is appropriate as a result of your use of the **BNS**;
  - (iii) without limiting the generality of sub-clause (ii) above, suspend and/or terminate the **BNS** without notice to you where we are of the opinion that the **BNS** is used for spamming activities or sending commercial electronic messages not in accordance with the applicable laws and regulations;
  - (iv) expand, reduce, replace and/or modify any of the **BNS** or services (which may be accessed through the **BNS** or supplied by us together with the **BNS**) (in whole or in part), or any Content; and
  - (v) amend the amount of any fees, introduce new fees and/or amend the terms and conditions of the Agreement, and/or amend any operating rules which govern your use of the **BNS** by:
    - (a) posting the details of such amendments on [www.biz.netvigator.com](http://www.biz.netvigator.com); and/or
    - (b) sending you a notification of such amendments via post or such other means as determined by us,such amendments to take effect 7 days after any such posting on [www.biz.netvigator.com](http://www.biz.netvigator.com) is made and/or on the date as specified in such notification.

### **2. Your responsibilities**

2.1 You will:

- (i) be responsible for the use of the **BNS** by any Network User;
- (ii) not copy, distribute, publish, transmit or otherwise exploit any Content unless you own that Content or possess an appropriate licence;
- (iii) not use or permit any Network User to use the **BNS** to publish, distribute, transmit or initiate to transmit, circulate, send, cause to be sent or attempt to send any unsolicited information, message or content (whether they are for advertising or promotional purpose or otherwise) or any commercial electronic messages without the consent of the recipient or otherwise not in accordance with the applicable laws and regulations 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 the **BNS**, the Content and/or any Storage Space on our server(s) for which you have not been authorised by us;
- (v) not hack, break into, access, use or attempt to hack, break into, access or use any part of any website(s) of any third parties, its contents and/or any data areas on any server(s) of any third parties for which you have not been authorised; and
- (vi) not store or upload any kind of tools, software, address-harvesting software, harvested-address lists 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 any other illegal, fraudulent, deceptive or improper purpose;

- (vii) ensure that each of the Network Users comply with these Special Conditions;
- (viii) abide by all relevant laws of Hong Kong and any operating rules, as amended from time to time, when using the **BNS**;
- (ix) subject to any other terms contained in the Agreement, not assign, transfer or sub-license all or any part of your rights or obligations under these Special Conditions;
- (x) in relation to any Content which you upload to the **BNS**, 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 the **BNS**, without charge, unless agreed otherwise between you and us;
- (xi) not to resell, or license any of the **BNS** to a third or an unspecified party without prior written approval from us; and
- (xii) be liable to pay for any damage or loss of Network Equipment provided as listed in the URL <http://www.biz.netvigator.com> to facilitate the use of the **BNS**.

2.2 You agree and acknowledge that:

- (i) no unused 'free usage hours' of access time (where applicable) may be carried forward to the following month; and
- (ii) except for the Content which is supplied by us, 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 the **BNS**.

2.3 Notwithstanding anything contained in clause 2.2 above, 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 the **BNS**.

2.4 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) any Network Users' use of the **BNS**; and
- (ii) any breach or non-observance of any term of the Agreement by any Network Users.

2.5 You acknowledge and agree that we may check your Storage Space as assigned by us to you in our server(s) if required to do so by law or if in good faith we reasonably believe that such checking is necessary to:

- (i) enforce the terms of the Agreement;
- (ii) respond to claim(s) by third parties that any Network User's use of the **BNS** violates the rights of third parties, is illegal or improper; or
- (iii) protect the rights, property or safety of the **BNS**, its users, other websites and the public.

2.6 The **BNS** will only be provided at the installation address specified in the Application, where there are sufficient service coverage and necessary resources available. Such coverage of service and availability of resources shall be solely determined by us. Should you during the Initial or Renewal Term request us to re-locate the **BNS** to a location where neither service coverage nor necessary resources are available for provisioning of the **BNS**:

- (i) your relocation request shall constitute a breach of these Special Conditions;
- (ii) we shall have no obligations to comply with your relocation request; and
- (iii) the **BNS** shall be deemed to be early terminated by you and you shall be subject to the liabilities under clause 9.4 of these Special Conditions without prejudice to our other rights.

### 3. Charges and Payment

3.1 We will send you an invoice every month with a list of all Charges (including but not limited to fees for the Equipment specified in the delivery note, Installation Fees, monthly fees, Software licence fees, Rental, storage, usage connectivity, PNETS charges and any other relevant fees and charges current from time to time) which relate to the use of the **BNS** by any Network Users and/or any Content. We can provide you with a hard copy of the invoice if you pay the additional handling charge set out in the relevant Application.

3.2 You agree to pay the full amount of such invoice by the payment method selected by you on the Application, such payment to be made before the due date for payment as specified on the invoice.

- 3.3 If you elect to pay by credit card(s) or auto-payment, you hereby authorise us to (as the case may be) auto-debit, charge your credit or charge (credit) 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).
- 3.4 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 the **BNS** is terminated, unavailable or suspended.
- 3.5 If you have not paid any invoice by the due date, we reserve the right to:-
- (i) charge interest on any outstanding amount at 2% per month until the invoice has been paid in full;
  - (ii) charge a handling fee, collection agency fee, reconnection fee and/or require a security deposit if your access to the **BNS** is suspended or terminated before payment is made;
  - (iii) withhold providing the **BNS** until full payment of the Charges and notwithstanding the suspension of the **BNS**, you are still liable to pay the monthly subscription fee, Software licence, storage, Content, PNETS charges and any other relevant fees and charges current from time to time for the service suspension period until the date of the termination of the **BNS** or the resumption of the **BNS** (as the case may be); and
  - (iv) 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.

#### 4. Software Licence

- 4.1 We hereby grant to you a non-exclusive and non-transferable licence for you to store, run and use the Software on your computer for the purpose of enabling you to reconfigure your Computer Equipment in accordance with clause 5 of these Special Conditions and otherwise in accordance with the terms and conditions of the Agreement and the licence which accompanies the Software but not further. 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. Equipment

- 5.1 You agree:
- (i) that the provision of access to the **BNS** is subject to the reconfiguration of the Customer Equipment and the installation of the relevant Equipment and Software;
  - (ii) to authorise us or our authorised agents to reconfigure the Customer Equipment to allow access to the **BNS** and install the relevant Equipment and Software;
  - (iii) that it will be your responsibility prior to installation or (re-)configuration of the Equipment or Software in this clause 5 to back up data on the Customer Equipment and inform us if any configuration or installation by us is likely to invalidate any support arrangements or other functions of the Customer Equipment;
  - (iv) that we reserve the right not to reconfigure the Customer Equipment or install the related Equipment or Software as we deem appropriate and at our discretion;
  - (v) that you will not use any other equipment in place of the Equipment supplied to you under the Agreement to gain access to the **BNS** without our written consent;
  - (vi) 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 and/or indirectly from our configuration or installation activities (which includes removal and installation of Equipment and /or Software) under this clause 5; and
  - (vii) it is your responsibility to install Software and reconfigure the Customer Equipment to gain access to the **BNS**.
- 5.2 You further warrant that you own the Customer Equipment on which we conduct configuration and installation activities pursuant to clause 5.1 of these Special Conditions. If you do not own the Customer Equipment you agree to obtain the consent of the relevant owner of the Customer Equipment before we will carry out any such activities. The configuration and installation activities pursuant to this clause 5 and the provision of the **BNS** under these Special Conditions are both subject to the capability of the Customer Equipment to gain access to the **BNS**.

## 6. Equipment Warranty

### 6.1 You agree that:

- (i) with respect to any Equipment, upon termination of the **BNS** you will make such Equipment available for removal or return it to us in the same condition as originally installed, fair wear and tear excepted or you will indemnify us for all charges for restoration of such Equipment to such condition. If you do not return such Equipment or make it available for removal by us, you will be liable for its then current market value. The title of such Equipment will remain with us. You will, however be liable for repair charges or the replacement cost of such Equipment if it is damaged or lost due to any Network User's acts, omissions, theft, negligence, intentional acts, or any other cases. You will not part with possession or control of such Equipment and you will not permit anyone other than us to carry out any repairs or maintenance to such Equipment. If any such Equipment which proves to be defective under normal use due to defective materials, design and/or workmanship, we will at our option either repair or replace the same or the defect part(s) thereof;
- (ii) with respect to any Equipment or Software, unless otherwise agreed by us, no warranty will be given by us whatsoever or by any other party save and except the warranty (if any) given by manufacturer(s) or vendor(s) of the Equipment or Software concerned;
- (iii) this warranty does not include labour costs (except our standard installation costs) nor any on-site maintenance;
- (iv) for the avoidance of doubt, this warranty does not apply to the Access Kit (where applicable) to facilitate the use of **BNS**; and
- (v) this warranty does not survive termination of the **BNS**.

6.2 You shall indemnify and hold us harmless from and against any and all claims, actions, demands, costs, damages, liabilities, losses and expenses that may be caused or suffered by us or our Affiliate when the Equipment is in your control custody or possession.

## 7. General Warranties & Liability

7.1 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 the **BNS**, the Software, the Equipment and/or any Content, that the **BNS** 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 the **BNS** and/or any Content unless otherwise specifically mentioned in these Special Conditions.

7.2 You agree that our liability under these Special Conditions shall in any event not exceed the total Charges 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, and to the extent permitted by law, we expressly disclaim any liability for:

- (i) any damage to or loss of data suffered by you arising from use of the **BNS**, the Software, the Equipment and/or any Content by any Network Users;
- (ii) any claim based in contract, tort, or otherwise for any indirect, special, economic, collateral, incidental, consequential or punitive loss or damage, suffered, sustained or incurred by you or any person arising out of or relating to use of or inability to use the **BNS**, the Software, the Equipment, any Content, IP Address and/or Domain Name by any Network Users. For the purposes of these Special Conditions, indirect or consequential loss or damage includes, without limitation, loss of revenue, profit, anticipated savings, customers or business, loss, corruption or damage to data, voice or other information, loss of goodwill, loss of bargain, loss of opportunities, loss of use or value of any equipment and software, any third party claims, and, all associated and incidental costs and expenses;
- (iii) any claim relating to any Content or services supplied, provided, sold or made available by or through the **BNS** (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 gains access to the **BNS**, arising whether directly or indirectly from accessing and using the **BNS**, any associated services or playing any computer games through the **BNS**; and
- (v) any withdrawal, disruption, suspension or termination of the **BNS**, IP Address and/or Domain Name or any part thereof which is attributable to an event or circumstance beyond our reasonable control. Under all circumstances, you agree and acknowledge that we shall not be subject to any liability or responsibility for any costs, actions, claims, proceedings, demands,

damages, liabilities, losses and expenses caused to you or any third party in relation to any of the Equipment and/or Software resulting from any reason or cause whatsoever.

## 8. IP Address and Domain Name

- 8.1 This clause 8 is applicable to **the BNS** subscription with an Internet Protocol Address ("**IP Address**") and/or a domain name(s) ("**Domain Name**"). Any IP Address that is assigned to you for your use by us under the Agreement is neither owned by you nor by us. Such IP Address is allocated to us by regional registries so that we can assign the same to our customers for their use only and our customers shall have no other rights or any title thereto. Any Domain Name that is assigned to you for your use by us under the Agreement is not owned by you and may or may not be owned by us and you shall have no other rights or any title thereto.
- 8.2 You agree that we shall have the right in its sole discretion to suspend or withdraw from any further use of any such IP Address and/or (where applicable) Domain Name or take necessary actions at any time with or without notice to you, and without liability or compensation to you or any person or entity whatsoever and you shall have no claim whatsoever against us if we are of the opinion that such IP Address and/or Domain Name belongs to a third party or infringes a third party's rights or is in contravention of any applicable law.
- 8.3 Upon withdrawal or suspension of any use of IP Address and/or Domain Name, or termination of the **BNS** or the Agreement you shall:-
- (i) stop using such IP Address and/or Domain Name immediately;
  - (ii) remove such IP Address set up from the relevant Customer Equipment; and
  - (iii) withdraw from any further use of such IP Address and/or (where applicable) Domain Name whatsoever.
- 8.4 In the event that you use or continue using any of such IP Address and/or Domain Name after we have exercised our right to suspend or withdraw such IP Address and/or (where applicable) Domain Name or upon termination of the **BNS** or the Agreement, you shall keep us fully indemnified as to any costs, actions, claims, proceedings, demands, damages, liabilities, losses and expenses that may be caused to or suffered by us or our Affiliates as a result thereof.

## 9. Term and Termination

- 9.1 The term of the **BNS** shall be for the period specified as the "Contract Term" in the Application unless earlier terminated in accordance with the Agreement. Upon expiry of the initial Contract Term ("**Initial Term**") and unless otherwise specified in the relevant Application, the term of the **BNS** shall be automatically renewed for successive Contract Term (each renewed Contract Term referred to as "**Renewal Term**") on the same terms and conditions of the **BNS** under the Initial Term (but excluding any terms relating to special offers in respect of products or services provided to you free of charge or at a discounted price under the Initial Term), unless either party gives the other party at least 30 days written notice prior to the expiry of the then current Contract Term specifying its intention not to renew.
- 9.2 We may terminate the **BNS** at anytime on the giving of at least one calendar month's notice to you or immediately by notice to you if you breach any term of the Agreement.
- 9.3 Subject to clause 9.4 below, you may terminate the **BNS** or any associated services at any time by giving at least one calendar month prior written notice to us.
- 9.4 If the **BNS** or any associated service is terminated by us because you breach a term of the Agreement or if the **BNS** or any associated service is terminated by you before the expiry of the then current Contract Term, you will pay to us immediately upon demand, all accrued charges, a sum equivalent to the total monthly charges (at the then prevailing tariff) for access to the **BNS** payable from the date of early termination to the date of the expiry of such Contract Term and any other sum payable in such event as specified in the Application. You acknowledge that this sum payable by you represents a genuine pre-estimate of the loss that we will suffer arising from the provision of resources and staffing and is not a penalty. Such payment is without prejudice to any other rights and remedies that we have against you by reason of the early termination.
- 9.5 If in our reasonable opinion, the capability of the Customer Equipment or the implementation environment with regard to the Equipment or Software installation is not suitable for gaining access to

the **BNS** or the Customer Equipment is incompatible with the Network, we may terminate the **BNS** and the associated services with immediate effect by giving written notice to you without any liability.

## 10. Effect of Termination

### 10.1 Upon the date of termination of the **BNS**:

- (i) all licences, rights and privileges granted to you under the terms of these Special Conditions 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.

10.2 Any termination of the **BNS** 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 the Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

## 11. Personal Data

11.1 If we request personal data from you that constitutes Personal Data, you may decline to provide the Personal Data but in that event we may decline to provide the **BNS** to you.

11.2 You agree that we may use the Personal Data for any and all of the following purposes:

- (a) provision the **BNS** to you (including the transfer of such Personal Data to other telecommunications network providers or third parties as necessary for the provision of the **BNS**);
- (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 **BNS**;
- (c) marketing of goods and/or services by us, our agents, Affiliates or any third parties appointed by us for marketing purpose;
- (d) improving of goods and/or services in relation to provisioning of the **BNS**;
- (e) processing of any benefits arising out of or in connection with the **BNS**;
- (f) analysing, verifying and/or checking your credit, payment and/or status in relation to provision of the **BNS**;
- (g) processing of any payment instructions, direct debit facilities and/or credit facilities in relation to provisioning the **BNS** or requested by you;
- (h) enabling the daily operation of your account and/or the collection of amounts outstanding in your account in relation to the **BNS**;
- (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;
- (m) the operation of all other businesses conducted by us and/or our Affiliates from time to time and all related purposes connected with those businesses and including the purposes listed in sub-clauses (a) to (l) above as if the **BNS** included a reference to those other businesses; and
- (n) any other purposes as may be agreed to by the parties.

11.3 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 paragraph. In addition to the foregoing, you grant to us, our Affiliates, agents and contractors the right to use, publish, reproduce and display your customer name and/or trade name in any marketing, promotional and/or advertisement material for the purpose listed in sub-clause 11.2(c) above.

11.4 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 **BNS** to you. On our request, you shall provide us with information relating to you and your use of the **BNS** 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 the Agreement.

If you do not provide us with this information within 2 business days, you licence us and our authorised representatives during the term of the **BNS** and for 3 months after its termination, to enter the premises owned or occupied by you during business hours, after giving reasonable notice, for the purpose of obtaining any information requested under this paragraph.

## 12. General

- 12.1 We may appoint agents, assign or sub-contract the whole or any part of our rights and/or obligations contained in these Special Conditions to any person at any time. You shall not assign, transfer, convey or otherwise dispose of any rights or liabilities under these Special Conditions to any party without our prior written consent.
- 12.2 The English version of these Special Conditions shall prevail over any Chinese version which is provided for information purposes only.
- 12.3 If any term or condition of these Special Conditions becomes or is declared illegal, invalid or unenforceable for any reason, such term or condition shall be divisible from these Special Conditions and shall be deemed to be deleted from these Special Conditions.
- 12.4 These Special Conditions shall be governed by Hong Kong law and the parties hereby submit to the exclusive jurisdiction of the Hong Kong courts.

## 13. Definitions

In these Special Conditions:

“**Application**” means the Application Form(s) of the **BNS**.

“**Access Kit**” means the software tool contained in a CD and is provided to you for using the **BNS**.

“**Content**” means 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 the **BNS** or other service provider(s) or via any other means.

“**Contract Term**” means the term specified in the Application, which include the Initial Term or (as the case may be) Renewal Term.

“**Customer Equipment**” means all hardware and consumables owned by you or licensed or leased to you by a third party, including but not limited the router, personal computer, hub or switch and other equipment used in relation to a service.

“**Initial Term**” shall have the meaning ascribed to in Clause 9.1 of these Special Conditions.

“**Installation Fees**” means the installations fees of the **BNS** as specified in the Application.

“**Network User(s)**” means you, any of your employees, contractors, agents or any other persons who use the **BNS** (whether or not authorized) on the network which is the subject of these Special Conditions.

“**Personal Data**” shall have the meaning as defined in the Personal Data (Privacy) Ordinance, which includes any data:

- (a) relating directly or indirectly to a living individual;
  - (b) from which it is practicable for the identity of the individual to be directly or indirectly ascertained;
- and
- (c) in a form in which access to or processing of the data is practicable.

“**PNET**” means Public Non-Exclusive Telecommunications Service.

“**Renewal Term**” shall have the meaning ascribed to in Clause 9.1 of these Special Conditions.

“**Service Plan**” means the special plan for the relevant service as offered by us from to time to time.

“**Software**” means the software provided by us to you in relation to the **BNS** or any associated services provided under the Agreement.

“**Storage Space**” means the computer data storage or memory, which includes computer components, devices, and recording media.