

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

**Hong Kong Telecommunications (HKT) Limited (“HKT”)**

**Name of Tariff:**

Acceptable Use Policies

**Description of Tariff:**

CSL Mobile Limited (“CSL”) on behalf of HKT hereby publishes the tariffs of the services provided by HKT.

CSL acquires mobile services in bulk from HKT and is authorized to interface with and resell the mobile services to end customers.

See Annex A for details. This tariff applies to all contracts entered into by consumer customers and corporate customers with CSL from 7 July 2014.

**Effective Date of Tariff:**

20 July 2015

**Revision History:**

First publication on 20 July 2015.

**ACCEPTABLE USE POLICIES**

**1. User**

If you allow any one to use the Service and/or any information or Content services, you shall ensure that such user shall comply with the applicable terms and conditions for the Service and/or information or Content services.

**2. Spam**

You agree that we may, without giving notice to you, filter and remove any suspected spam (including, any suspected spam email, virus-infected emails, SMS or materials) from any incoming traffic. However, we do not guarantee that all the spam will be filtered and removed by us and we shall not be responsible or liable for any spam that has not been filtered and removed.

**3. Computer virus etc.**

You must not use the Service or allow the Service to be used to send or upload any software, Content or other materials that:

- a. contain any computer or mobile viruses, worms, software bombs, Trojan horse or other harmful or malicious computer instructions, devices or techniques that can or were designed to threaten, infect, damage, disable or shut down any telecommunications device or any component of a computer system;
- b. contain any hidden files;
- c. replicate, transmit or activate itself without control of a person operating the computing equipment on which it resides;
- d. alter, damage or erase any data or computer programs without control of a person operating the computing equipment on which it resides; or
- e. contain any illicit code; or
- f. you or such user has no right to use.

**4. No display in public**

For the information or Content services accessible through the Service, you must not, and must not authorise or permit any one to, display or exhibit such information or Content services in public.

**5. Further Restrictions**

5.1 You agree that you must not use or allow the Service or the Equipment to be used:

- a. as a host, hub, link, server or gateway unless with our consent;
- b. on a sharing basis (i.e. using the Service to host server for sharing files with other Internet users) by whatever means; or
- c. for aggregating, consolidating or refiling of any traffic, data, message or Content.

5.2 Clause 5.1 is not applicable to NETVIGATOR Broadband Services.

5.3 You must not misuse or abuse the Service to the detriment of any other users of the Service.

## **6. Fair Usage**

At CSL, we want our customers to always enjoy the best possible service experience. To cater for the increasing data use by all our customers we continue to invest in building mobile network capacity. Mobile bandwidth is shared by all our customers and utilisation by each customer will be different. Generally heavy users will take up more capacity and cause congestion to the network which will affect other users. In order to ensure all our customers can enjoy the best possible experience we will use a fair usage policy to manage our network performance.

The principles of our Fair Usage Policy are to:

- I ). ensure fair access to the Mobile Service for all users of the mobile network at all times;
- II ). ensure that our network performance is not adversely effected by extreme usage; and
- III ). enable the use of high bandwidth applications for local services, such as Peer-to-Peer file sharing, but restrict excessive usage that may impact on mobile network performance.

We may monitor usage of your Mobile Service. If in our reasonable opinion, the use of your Mobile Service is excessive or unreasonable (e.g. you have reached the fair usage level of the Mobile Service as specified by us from time to time), we may manage access of the Mobile Service in a reasonable manner (for example, lowering your priority to access the Mobile Service or our network resources or restricting the throughput or amount of data transferred). If we do take any action, you still have to pay any charges incurred for usage.

## **7. Revisions**

We reserve the right to change the terms and conditions of these Policies from time to time. Please refer to our website or visit our shops for latest version. Nothing in these Policies overrides nor prejudices our rights under the terms and conditions of the Mobile Service Agreement.