

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

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

Name of Tariff:

Fixed Interconnection Service (“**Service**”)

Description of Tariff:

See Annex A

Effective Date of Tariff:

3 February 2021

Revision History:

Revision to the tariffs in respect of the Services published in Tariff No. U0025-026-Jul2013-R published on 1 July 2013 in respect of charges and service provisioning of the Service.

Fixed Interconnection Service (“Service”)

The Service is offered by Hong Kong Telecommunications (HKT) Limited (“**Company**” or “**HKT**”) for operators (including fixed and mobile) in respect of local and external traffic using the Company’s interconnection facilities (including the hardware and software for routing, signalling, and other basic service functions as provided by HKT) for calls: (i) originating from; (ii) terminating on; or (iii) transiting HKT’s network.

For the avoidance of doubt, local traffic means those calls which are originated in Hong Kong and destined for termination within Hong Kong looking at the actual physical locations of the calling and called end users. External traffic means those calls which are either originated in Hong Kong and destined for termination outside of Hong Kong or originated from outside of Hong Kong and terminated in Hong Kong looking at the actual physical locations of the calling and called end users.

Charges for the Service are set out in **PART A** and **PART B** below. **PART C** contains a list of definitions.

PART A

Internal Call Conveyance and Delivery Service (“Internal Service”)

1. Service Description

The Company will provide to FNOs, MNOs and MVNOs the following call conveyance and delivery service in respect of Communications over all local routes delivered through the Network operated by the Company under the Internal Service.

(a) *Call termination on Company’s Network from FNO*

The Company will deliver to the called party that is a Connected Customer, all Communications delivered to the Company’s Network by the FNO whose Network is directly connected to the Company’s Network for delivery to the called party.

(b) *Call origination from Company’s Network to MNO or MVNO*

The Company will route and convey from a calling party that is a Connected Customer, to the Network of the MNO or MVNO which is directly connected to the Company’s Network all Communications addressed to or via a Service Number of that MNO or MVNO.

(c) *Call termination on Company’s Network from MNO or MVNO*

The Company will deliver to the called party that is a Connected Customer, all Communications delivered to the Company’s Network by the MNO or MVNO whose Network is directly connected to the Company’s Network for delivery to the called party.

(d) *Transit network for MNO or MVNO*

The Company will act as a transiting network for an MNO or MVNO for its incoming or outgoing internal traffic.

2. Local Interconnection Charges and Fixed-Mobile Interconnection Charges

The following usage charges are payable by the relevant FNO, MNO or MVNO (if applicable) to the Company for the Internal Service if such FNO, MNO or MVNO is directly connected to the Company and the call is delivered over circuits directly connecting the Network of such FNO, MNO or MVNO and the Company’s Network:

- (i) a local interconnection charge of 2.5 cents per call attempt plus 1.4 cents per Occupancy Minute for the duration of each Communication conveyed by the Company pursuant to clause 1(a).
- (ii) a fixed-mobile interconnection charge of 4.36 cents per Occupancy Minute for the duration of each Communication conveyed by the Company pursuant to clause 1(b) or clause 1(c).
- (iii) a transit fixed-mobile interconnection charge of 1.2 cents per Occupancy Minute for the duration of each Communication conveyed by the Company pursuant to clause 1(d).

3. **Conditions of Service**

Supply of the Internal Service is governed by the General Conditions and the Internal Call Conveyance and Delivery Service Special Conditions (“**Internal Service Special Conditions**”) set out below, where applicable.

In the event of any inconsistency between the General Conditions and the Internal Service Special Conditions, the Internal Service Special Conditions shall prevail to the extent of the inconsistency.

Internal Call Conveyance and Delivery Service Special Conditions

Interconnection to the Network of HKT shall be provided by the Company on the following terms and conditions which shall be subject to the payment of the charges as stated in this tariff published under the Unified Carrier Licence and any subsequent amendments thereto.

- (i) The Company shall supply and the service provider shall lease from the Company the services with any additional facilities subsequently supplied for the purpose of providing interconnection to the Network for the relevant service. The lease of the services and the interconnection service shall commence from the date on which the service is provided and the service provider shall pay on demand all charges lawfully made by the Company in respect thereof whether in respect of the lease of the services, the usage charges or otherwise throughout the period of the lease.
- (ii) The Company shall not be under any obligation to provide the services or interconnection to the Network until the service provider shall have satisfied the Company that it is in possession of any necessary licence issued by the CA and shall have paid, upon receipt of a notice that the Company is prepared to give connection, all charges lawfully due to the Company. All periodic charges shall be paid in advance and usage charges shall be payable on demand. 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.
- (iii) Subject to Condition (ii) above, the Company shall endeavour to supply the services and any additional facilities requested in accordance with the requirements of the service provider. However, the Company shall not be liable in the event that it is unable to supply the services and any additional facilities either in exact conformity to the requirements or in accordance with the installation timetable requested by the service provider.
- (iv) The service provider shall pay on demand any increase in charges from the date when such increase shall have been lawfully made.
- (v) 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 in particular 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 the relevant conditions contained herein and to secure their compliance under the terms of its own customer agreements.
- (vi) From time to time, facilities belonging to the Company (“**Facilities**”) may be installed at the premises of the service provider at the service provider’s own risk. The service provider shall surrender the Facilities in good condition

upon termination of the lease. 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 lease.

- (vii) The Company will at the request of the service provider effect with the least possible delay 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 between the service provider or its customers and any other person whether such failure or 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 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.

- (viii) The service provider shall grant to the employees of the Company access to his premises at all reasonable times for the purposes of the inspection, repair, replacement, removal or recovery of the facilities which are the property of the Company.
- (ix) The service provider shall not at any time 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.
- (x) The service provider shall in its application for interconnection to the Company 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 leased from 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.
- (xi) The service provider shall be solely responsible for the satisfactory operation of its own equipment and service and for ensuring that such equipment is suitable for interconnection to the Network without causing disruption, disturbance or overloading of the Network. If the Company ascertains that interconnection of the service is resulting in overloading or disruption of the Network the Company may give to the service provider one month notice in writing requiring him to lease such reasonable number of additional facilities or take such other measures as in its opinion are necessary to alleviate such overloading or disruption.

- (xii) The service provider undertakes to provide a service complaints facility and to advise all its customers that any service complaints from customers should be directed to the service provider and not to the Company. When the service provider receives service 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 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 equipment 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 complaints made to the Company are reasonably accurate descriptions of the fault experienced.
- (xiii) 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 leased or service provided, the duration of calls or services and the usage and other charges due and payable from time to time by the service provider to the Company.
- (xiv) 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 at an office of the Company designated for that purpose or to a collecting agent duly authorised by the Company and for which an official receipt will be given.
- (xv) The Company shall at its discretion assign a range of numbers to be held available for the service provider. The service provider acknowledges that these assigned numbers are governed by numbering plans and guidelines issued by the CA. The Company will endeavour to give the service provider prior written notice as may be reasonable and practicable in the circumstances, unless the withdrawal is because of termination or suspension of service in accordance with the tariff. The failure to give notice of such change or intended change shall not give rise to any claim whatsoever against the Company.
- (xvi) In the event of the service provider serving not less than one month notice in writing on the Company of his intention to discontinue the hiring, the Company shall recover the equipment and treat the hiring as determined. Upon such discontinuance, the service provider shall not be entitled to any refund in respect of advance payments already made to the Company save that the service provider will be entitled to the refund of the balance of any deposit paid under Condition (ii) hereof. In the event that the service provider withdraws his application for service prior to completion of the installation the service provider will be liable for expenses incurred by the Company specifically in relation to such installation.
- (xvii) The Company shall be entitled at any time on giving notice to the service provider to discontinue the hiring and interconnection 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 one month with a notice served under Condition (xi) hereof;
- (c) the facilities or service equipment or apparatus belonging to the service provider and connected to the Company's network does not meet the following requirement:
 - (i) single-line equipment must comply with the CA's Compliance Test.
 - (ii) multi-line equipment must have prior certification issued by the Company in accordance with its Permission-To-Connect (PTC) specifications.
- (d) the service provider or any of his 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 of these Conditions or any of the conditions of any licence granted to the service provider;
- (f) the service provider should go into liquidation or receivership or cease to operate the service for any reason;
- (g) the Unified Carrier Licence granted to the Company by the Hong Kong Government under the Telecommunications Ordinance Chapter 106 or any amendment thereto or substitution thereof has been withdrawn, cancelled or suspended.

and in any such event the Company may treat the lease as being determined and recover the Facilities from the premises of the service provider without prejudice to any other of these 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 for any of the 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.
- (xviii) Any notice to be given by the Company to the service provider or by the service provider to the Company may be given by posting the same to the service provider or the Company at their last known respective registered offices. Such notices shall be deemed duly delivered if the same is properly

addressed and sent by prepaid post and will be effective on the day following that on which the notice is posted.

- (xix) 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, of any Department, Agency or Corporation of any such Government or of any supernational legal authority; failure or delay in obtaining necessary labour, manufacturing facilities, materials or other component spares from usual sources; strikes, lockouts or other labour difficulties, insurrection, riots, national emergencies. war or acts of public enemies; fire, floods or other catastrophes; acts of God; or any causes of any kind beyond the control of that party.

- (xx) This tariff shall be governed by, construed, performed and enforced in accordance with the Laws of Hong Kong, and the Company and the service provider unconditionally submit to the exclusive jurisdiction of the High Courts of Hong Kong.

PART B

External Call Conveyance and Delivery Service (“External Service”)

1. Service Description

The Company will provide to FNOs, MNOs and External Telecommunications Service (“ETS”) Operators the following call conveyance and delivery service in respect of Communications over all international routes whether or not delivered through the external gateway operated by the Company under the External Service:

(a) *Outbound direct*

The Company will route and convey from a calling party that is a Connected Customer, to the Network of the ETS Operator which is directly connected to the Company’s Network all Communications addressed to or via a Service Number of that ETS Operator.

(b) *Inbound direct*

The Company will deliver to the called party that is a Connected Customer, all Communications delivered to the Company’s Network by an ETS Operator whose Network is directly connected to the Company’s Network for delivery to the called party.

(c) *Outbound transit (Company acting as originating operator)*

The Company will route and convey from a calling party that is a Connected Customer, all Communications addressed to or via the Service Number of an ETS Operator, to the Network of the FNO or MNO which is directly connected to that ETS Operator, for onward conveyance by the FNO or MNO to that ETS Operator.

(d) *Inbound transit (Company acting as terminating operator)*

The Company will deliver to the called party which is a Connected Customer, all Communications which have been delivered to the Company’s Network by an FNO or MNO which is directly connected to an ETS Operator and which has received the Communications from the ETS Operator, for onward conveyance to the Company’s Network and delivery by the Company to the called party.

(e) *Outbound from fixed (Company acting as transit operator)*

The Company will route and convey from an FNO all Communications delivered to the Company’s Network by that FNO which are addressed to or via the Service Number of an ETS Operator, whose Network is directly connected to the Company’s Network, to the Network of the ETS Operator.

(f) *Inbound to fixed (Company acting as transit operator)*

The Company will deliver to the Network of an FNO all Communications addressed to or via the Service Number of that FNO, which are delivered to the Company’s Network by an ETS Operator whose Network is directly connected to the Company’s Network.

(g) *Outbound double transit (Company acting as transit operator)*

The Company will route and convey from a Third Party Operator all Communications delivered to the Company's Network by that Third Party Operator which are addressed to or via the Service Number of an ETS Operator, whose Network is connected to an FNO or MNO's Network, to the Network of the FNO or MNO for onward conveyance by the FNO or MNO to the Network of the ETS Operator.

(h) *Inbound double transit (Company acting as transit operator)*

The Company will deliver to the Network of a Third Party Operator all Communications addressed to or via a Service Number of that Third Party Operator, which are delivered to the Company's Network by an FNO or MNO whose Network is connected to an ETS Operator and which has received the Communications from the ETS Operator for onward conveyance to the Company's Network and delivery by the Company to the Network of that Third Party Operator.

(i) *Outbound from mobile (Company acting as transit operator)*

The Company will route and convey from an MNO all Communications delivered to the Company's Network by that MNO which are addressed to or via a Service Number of an ETS Operator, whose Network is directly connected to the Company's Network, to the Network of the ETS Operator.

(j) *Inbound to mobile (Company acting as transit operator)*

The Company will deliver to the Network of an MNO all Communications addressed to or via the Service Number of that MNO, which are delivered to the Company's Network by an ETS Operator whose Network is directly connected to the Company's Network.

2. Local Access Charges

(i) The following usage charges are payable by the relevant ETS Operator to the Company for the Service if the ETS Operator is directly connected to the Company and the call is delivered over circuits directly connecting the ETS Operator's and the Company's Network:

(a) a local access charge of 15.1 cents per Occupancy Minute for the duration of each Communication conveyed by the Company pursuant to clause 1(a).

(b) a local access charge of 15.8 cents per Occupancy Minute for the duration of each Communication conveyed by the Company pursuant to clause 1(b).

(c) a transit charge of 3.6 cents, and a local access charge as published by the relevant FNO or such other amount as agreed by the relevant ETS Operator and FNO and notified to the Company by the relevant ETS Operator and FNO by written advice from time to time, per Occupancy Minute for the duration of each Communication conveyed by the Company pursuant to clause 1(e).

(d) a transit charge of 4.3 cents, and a local access charge as published by the relevant FNO or such other amount as agreed by the relevant ETS

Operator and FNO and notified to the Company by the relevant ETS Operator and FNO by written advice from time to time, per Occupancy Minute for the duration of each Communication conveyed by the Company pursuant to clause 1(f).

- (e) a transit charge of 3.6 cents, and a local access charge as published by the relevant MNO or such other amount as agreed by the relevant ETS Operator and MNO and notified to the Company by the relevant ETS Operator and MNO by written advice from time to time, per Occupancy Minute for the duration of each Communication conveyed by the Company pursuant to clause 1(i).
- (f) a transit charge of 4.3 cents, and a local access charge as published by the relevant MNO or such other amount as agreed by the relevant ETS Operator and MNO and notified to the Company by the relevant ETS Operator and MNO by written advice from time to time, per Occupancy Minute for the duration of each Communication conveyed by the Company pursuant to clause 1(j).
- (ii) The following usage charges are payable by the relevant FNO or MNO to the Company for the Service if the relevant ETS Operator is not directly connected to the Company or the call is delivered over circuits not directly connecting the relevant ETS Operator's and the Company's Network:
 - (a) a local access charge of 18 cents per Occupancy Minute for the duration of each Communication conveyed by the Company pursuant to clause 1(c).
 - (b) a local access charge of 18 cents per Occupancy Minute for the duration of each Communication conveyed by the Company pursuant to clause 1(d).
 - (c) a transit charge of 3.6 cents, and a local access charge as published by the relevant Third Party Operator or such other amount as agreed by the relevant ETS Operator and Third Party Operator and notified to the Company by the relevant ETS Operator and Third Party Operator by written advice from time to time, per Occupancy Minute for the duration of each Communication conveyed by the Company pursuant to clause 1(g) or clause 1(h).

3. Conditions of Service

Supply of the External Service is governed by the General Conditions and the External Call Conveyance and Delivery Service Special Conditions (“**External Service Special Conditions**”) set out below, where applicable.

In the event of any inconsistency between the General Conditions and the External Service Special Conditions, the External Service Special Conditions shall prevail to the extent of the inconsistency.

External Call Conveyance and Delivery Service Special Conditions

General Terms and Conditions

- (i) The relevant FNO, MNO or ETS Operator shall make its own arrangements, as agreed with or as directed by the Company from time to time for the necessary facilities required for the delivery of Communications to the

Company whether it is directly connected to the Company's Network or via a Third Party Operator's Network.

- (ii) The local access charges are payable by the relevant FNO, MNO or ETS Operator whether it is directly or indirectly connected to the Company's Network. The relevant FNO, MNO or ETS Operator is deemed to have subscribed to this External Service and is bound by the terms and conditions under this tariff once it delivers Communications to the Company's Network.

Security Deposit

- (iii) At any time before or during the provision of the External Service the Company may require the relevant FNO, MNO or ETS Operator to provide a security deposit for charges to be incurred in relation to the provision of the External Service. The Company may in its discretion vary its requirement for a security deposit under this clause at any time.
- (iv) A deposit may be held until:
 - (a) termination of the External Service; and
 - (b) all the relevant FNO, MNO or ETS Operator's liabilities to the Company in respect of the External Service are discharged.
- (v) The Company shall be entitled to apply the security deposit in whole or any part to satisfy any amount due by the relevant FNO, MNO or ETS Operator to the Company.
- (vi) A security deposit does not relieve the relevant FNO, MNO or ETS Operator from its obligation to pay amounts to the Company when they become due and payable, nor does it enable the relevant FNO, MNO or ETS Operator to make allowance by way of set-off, deduction or withholding from any such amount. The deposit will not affect any right of the Company to suspend, cancel or terminate the External Service for non-payment.

CLI and Operator Identifier Number

- (vii) The relevant FNO, MNO or ETS Operator and the Company shall, except to the extent expressly directed by the CA to the contrary, provide the other as part of the call set up signal and without specific request the CLI for each Communication and, in the case of Communications received by the relevant FNO, MNO or ETS Operator or the Company from a Third Party Network, when the CLI is available.
- (viii) Without limiting the generality of clause (vii), the relevant FNO, MNO or ETS Operator must ensure that the CLI provided to the Company under this External Service shall include the Operator Identifier Number for each Communication.
- (ix) The relevant FNO, MNO or ETS Operator may request the Company to insert CLI for each Communication to be routed for that FNO, MNO or ETS Operator. Such insertion will be subject to: (a) the relevant FNO, MNO or ETS Operator's Network being directly connected to the Company's Network; (b) written confirmation by the relevant FNO, MNO or ETS Operator that its Network is unable to send CLI to the Company's Network; (c) written authorisation by the relevant FNO, MNO or ETS Operator to the Company for inserting CLI on behalf of that FNO, MNO or ETS Operator for each

Communication; (d) agreement by the Company to such arrangement; and (e) conditions set out in this tariff.

- (x) Subject to the CLI Code of Practice and the terms of any guideline or determination issued or made by the CA, the relevant FNO, MNO or ETS Operator or the Company receiving CLI and Operator Identifier Number shall be entitled to use it for any lawful purpose including without limitation billing its own end customers.
- (xi) The relevant FNO, MNO or ETS Operator and the Company undertakes that it shall not tamper with, modify or translate the addressing information (including the number, code or signal assigned to each Communication at the time the Communication is originated).

PART C

Definitions

In this tariff, the following words and expressions have the following meanings:

"**Access Code**" of the Company or an Operator means a number or range of numbers allocated to the Company or that Operator under the Numbering Plan used to enable access to the Company or that Operator for the provision of service pursuant to the Company's or that Operator's licence.

"**Calling Line Identification**" or "**CLI**" means the information identifying the number of the telephone line or apparatus from which a Communication originates that is generated or transmitted by the relevant Network to which that line or apparatus is connected.

"**CLI Code of Conduct**" means the Code of Conduct for handling CLI Information and the Code of Practice in relation to CLI and other CLI related services issued by the CA.

"**Communications**" means communications which the relevant FNO, MNO, MVNO or ETS Operator and the Company agree shall be conveyed across their respective Networks between two places within Hong Kong or between a place within Hong Kong and a place outside of Hong Kong, comprising:

- (i) voice, or data on the voice band, and/or ancillary signalling;
- (ii) CLI; and
- (iii) such other communications as may be agreed by the relevant FNO, MNO, MVNO or ETS Operator and the Company in writing,

all of which must be lawfully permitted under the respective Licences of the relevant FNO, MNO, MVNO or ETS Operator and the Company.

For the avoidance of doubt, "Communications" include communications conveyed by an Operator in the provision of an external telecommunications service which, by virtue of its characteristics such as functions, technical interface for the customer terminal usable to access the service and tariff structure, is a close substitute for the International Direct Dialling (IDD) services which are accessible by dialling the access code "001" or "002" and includes, but is not limited to, the following external services:

- (i) all services currently provided by an Operator accessible by dialling the codes with the prefix "00";
- (ii) telephone calling card services;
- (iii) callback services;
- (iv) virtual private network services;
- (v) services known as "international simple resale services for facsimile and data";
- (vi) services known as "international simple resale for voice"; and
- (vii) telephony services carried over data communication networks such as Internet and frame relay network.

"**Communications Authority**" or "**CA**" means the Communications Authority of Hong Kong.

"**Connected Customer**" means a calling party or called party that transmits and/or receives Communications using facilities which are connected to the Network operated by the Company.

"**Fixed Network Operator**" or "**FNO**" means the holder of a Unified Carrier Licence, a Fixed Carrier Licence or a Fixed Telecommunications Network Services Licence issued under the Telecommunications Ordinance to provide fixed telecommunications services.

"**General Conditions**" means the General Conditions of Service published by the Company, as amended from time to time. For the purpose of this tariff, references made to Customer in the General Conditions mean the relevant FNO, MNO, MVNO or ETS Operator.

"**Licence**" means:

- (i) in relation to the Company or an FNO, the Unified Carrier Licence for fixed telecommunications services, Fixed Carrier Licence or Fixed Telecommunications Network Services Licence issued to it under the Telecommunications Ordinance;
- (ii) in relation to the Company or an MNO, the Unified Carrier Licence for mobile telecommunications services or Mobile Carrier Licence issued to it under the Telecommunications Ordinance;
- (iii) in relation to an MVNO, the Services-Based Operator Licence or Public Non-Exclusive Telecommunications Service Licence for the provision of mobile virtual network operator services issued to it under the Telecommunications Ordinance; and
- (iv) in relation to an ETS Operator, the Services-Based Operator Licence or Public Non-Exclusive Telecommunications Service Licence for the provision of external telecommunications services, or for the provision of international value-added network services, issued to it under the Telecommunications Ordinance.

"**Mobile Network Operator**" or "**MNO**" means the holder of a Unified Carrier Licence or a Mobile Carrier Licence issued under the Telecommunications Ordinance to provide mobile telecommunications services.

"**Mobile Virtual Network Operator**" or "**MVNO**" means the holder of a Services-Based Operator Licence or Public Non-Exclusive Telecommunications Service Licence issued under the Telecommunications Ordinance to provide mobile virtual network operator services.

"**Network**" of the Company or a relevant FNO, MNO, MVNO or ETS Operator means the telecommunications network and systems owned or operated by the Company or that FNO, MNO, MVNO or ETS Operator pursuant to its Licence or licensed under the Telecommunications Ordinance, including all facilities used in that network or those systems.

"**Numbering Plan**" means the Numbering Plan for Telecommunications Services in Hong Kong issued by the CA, as amended from time to time.

"**Occupancy Minute**" means the duration in relation to a Communication between the time of seizure of a circuit in the exchange within the Company's Network which is connected to the relevant FNO, MNO, MVNO or ETS Operator's or relevant Third Party Operator's Network (as applicable) until that circuit is released at the relevant exchange.

"**Operator**" means, as applicable, the Company, the relevant FNO, the relevant MNO, the relevant MVNO, the relevant ETS Operator, and includes a Third Party Operator.

"**Operator Identifier Number**" means the information identifying the Operator from whose Network a Communication is generated, or is transmitted to, by the Company.

"Service Number" of the Company or an Operator means:

- (i) an Access Code; or
- (ii) a telephone number falling within a number range allocated to the Company or that Operator under the Numbering Plan (or, in the case of the Company, if applicable, any previous arrangements for allocation of numbers under which the telephone number remains allocated to the Company).

"Third Party Operator" means a person that owns or operates, from time to time, any telecommunications network, or system lawfully owned or operated by a third party FNO or MNO.