

Tariff No.: U0025-011-May2014-R

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**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 Netvigator Broadband Service for Consumer Customers

**Description of Tariff:**

See Annex A

**Effective date of tariff:**

15 May 2014

**Revision history:**

Revision to the tariffs in U025-026 published on 4 July 2011

## **SPECIAL CONDITIONS OF NETVIGATOR BROADBAND SERVICE FOR CONSUMER CUSTOMERS**

### **1 Interpretations**

In these Special Conditions, all defined terms shall have the same meanings as those defined in the General Conditions of Telecommunications Service (Consumer Customers) (available at <http://www.hkt.com/Terms+of+Use>), unless otherwise specified in these Special Conditions.

### **2 Your NETVIGATOR contract**

2.1 Your subscription and use and our provision of NETVIGATOR Broadband Service (“**Broadband Service**”) are subject to the following terms and conditions:

- a. Your Application for your Broadband Service;
- b. Your Service Guide for your Broadband Service;
- c. Such other documents as agreed by you in relation to your Broadband Service;
- d. These Special Conditions of NETVIGATOR Broadband Service for Consumer Customers (which are also available at [http://cs.netvigator.com/tnc\\_e.html](http://cs.netvigator.com/tnc_e.html));
- e. The NETVIGATOR Broadband Terms and Conditions (available at [http://cs.netvigator.com/tnc\\_e.html](http://cs.netvigator.com/tnc_e.html)); and
- f. The General Conditions of Telecommunications Service (Consumer Customers) (available at <http://www.hkt.com/Terms+of+Use>).

2.2 If the terms and conditions of the documents referred to in Clauses 2.1a to 2.1f conflict with each other, the inconsistency will be resolved in the descending order of preference set out in Clauses 2.1a to 2.1f.

### **3 Our rights when we provide the NETVIGATOR Broadband Service**

You agree that, with or without prior notice to you, we may remove and/or delete all or any emails and content contained in your NETVIGATOR email account if there has been low or no usage or activation of your NETVIGATOR email account over a period of time so designated by us. Normally, we will not remove or delete such emails and content unless there has no usage or activation of your NETVIGATOR email account for over nine (9) months.

### **4 Device requirement and reconfiguration**

4.1 For your use of the Broadband Service:

- a. your connected device (such as, your computer or handset) must meet certain minimum system requirements;

- b. you agree to authorise us to install certain hardware (such as, modem) and software we provide on your device and to reconfigure your connected device; and
- c. you agree to obtain the owner's permission for us to carry out the installation and reconfiguration if you do not own the connected device.

We may not be able to provide the Broadband Service to you if any of the requirements is not met.

- 4.2 You agree that for each modem we provide with the Broadband Service, we shall only perform the installation and reconfiguration work for one device.
- 4.3 Before we carry out the installation and reconfiguration work for the connected device, it is your responsibility to back up the data on your device and we are not responsible or liable for any loss of data on your device.

#### **5 No guarantee of access to Voice Over Internet Protocol service**

You accept that unless a Voice Over Internet Protocol ("VOIP") service provider is permitted by us to use our Broadband Service to deliver its VOIP service, such VOIP service may not be accessible for your use or its quality may be adversely affected even if it is accessible.

#### **6 Broadband line installation**

Unless otherwise agreed with you, our installation of the Broadband Service at the Premises shall mean our installation and connection of broadband line to the first landing broadband socket only within the Premises as determined at our sole discretion.