

Tariff No.: U0025-014-May2013-R

Published on 30 May 2013

**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 eye Communication Package for Consumer Customers

Description of Tariff:

See Annex A

Effective date of tariff:

30 May 2013.

Revision history:

Revision to the tariffs published in U025-012-Sep2012-R and U025-014-Sep2012-R and U025-016-Sep2012-R respectively published on 10 September 2012 for consolidation of tariffs and updating prevailing offerings under the Service.

SPECIAL CONDITIONS OF eye COMMUNICATION PACKAGE FOR CONSUMER CUSTOMERS

1. Service availability

You agree that:

- a. the Service is provided through the relevant eye Device;
- b. the Service is only available to certain locations in Hong Kong as determined by us, depending on our network coverage, the infrastructure of and the capability of use within the building where your Installation Address is situated and the technology you are using etc.;
- c. the installation of the Service may not be possible due to technical reasons;
- d. the quality and provisioning of the Service depends on the reliability and stability of the electricity power supply and Internet and/or Wi-Fi which may be out of our control;
- e. the quality of other services using the same broadband line as the Service may be affected if you use the Service and such other services at the same time;
- f. the legal title of the Modem and certain eye Device (such as the eye Multimedia Device and the eye Home Smartphone) belongs to us and you are required to return the Modem and such eye Device to us promptly upon termination of the Service for whatever reason;
- g. the legal title of certain eye Device (such as the eye2 Device, and the eye Home Tablet and the eye3 Device) belongs to you upon your subscription of the Service, and if your eye2 Communication Package, eye Home Tablet Communication Package or eye3 Smart Communications Service (as the case may be) is terminated for whatever reason before the expiry of any Commitment Period, you are required to pay us Cancellation Charge for the relevant eye Device and any other charges as specified in your relevant Service Guide for the Service; and
- h. we reserve the right to terminate or not to provide the Service or any other services to those customers who have previously found our service to be unacceptable despite it being provided in accordance with the terms and conditions of the relevant Licence and at our normal service levels.

2. Porting failure

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

3. Installation address

The Service and the relevant information or Content services may be used at the Installation Address for personal use and must not be used for commercial or business purposes. Certain Content on the eye3 Device may be accessible outside the Installation Address. You agree that we can provide your Installation

Address and/or your Personal Data to the Government Agency (such as the Hong Kong emergency services) in handling an emergency incident when required to do so by such Government Agency.

4. Information or Content services

For the use of the Content services through the Service, you agree that:

- a. certain Third Party Providers may authorise us to collect the charges for their services and your payment to us shall be used for the payment of the Service first;
- b. any Content provided by us or the Third Party Providers is for reference only and is not intended for commercial or business purposes, and we or any Third Party Providers are not responsible for the accuracy, completeness or timeliness of such information or Content services;
- c. you are responsible for ensuring that minors do not have access to Content that is unsuitable for viewing by minors through the Service;
- d. we or the Third Party Providers may terminate, suspend, withdraw or restrict access to all or any of the Content services with or without notice to you;
- e. you shall comply with, and shall procure that all users of the Content services shall comply with, all the applicable law and regulatory requirements; and
- f. if we are the Content service provider, we may change the terms and conditions for such Content service we provide at any time with or without notice to you.

5. SMS

5.1 You shall give us at least three (3) days' advance written notice if you choose not to receive any Broadcast Messages and/or any incoming SMS sent through the Service.

5.2 For SMS exchanged by you through the Service, 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 Service 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.

5.3 The voice call and SMS functions on the eye Device are only available at the Installation Address.

6. Links and related advertisement

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

- a. any Content of any off-site pages, or any websites linked to the Service; or
- b. any Broadcast Messages sent through the Service.

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 discretion and risk;
- b. we shall not be responsible for or liable to your access, use, communication, transaction or any dealings with the Application Developers of the Third Party Applications via the Service;
- c. the access and use of the Third Party Applications are subject to your compliance with all the 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 or any user of the Service may incur; and
- e. the Third Party Applications on the Service may be different from the version generally available in the Google Play Store and/or other Android Markets (as the case may be).

7.2 Some Third Party Applications are preloaded onto the **eye** Device or made available at the application store of the Service (where applicable) on an "as-is" basis. You may update such version on the **eye** Device as notified by us or the Application Developers from time to time if new version has been released.

7.3 We have the right to delete, remove, move, disable or block any access to any Third Party Applications preloaded or available at the application store of the Service (where applicable) at any time at our sole discretion, with or without notice, for the purpose of the Service.

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 or any user's (whether with or without your authorisation) access to, use of and/or conduct of transactions of the Service through the Third Party Applications.

8. Limitation

We do not warrant or represent that the Service or the **eye** 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 or replacement of the **eye** Device is required for any reasons, any data stored in the **eye** 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 Service (such as subscription and usage information) to existing and potential Third Party Providers and/or advertisers.

10. Repair of Equipment

If the Service, the eye Device or the Modem is under repair and you cannot use the Service, you are still required to pay us the Charges for the Service (unless we tell you otherwise) and pay the Third Party Providers the charges for the Content services they provide (unless the Third Party Providers tell you otherwise).

11. Other discounts

If you subscribe for the Service with a Commitment Period, you cannot enjoy any other discounts, rebates or promotional offers or rates provided by us for the Service, unless we tell you otherwise.

12. Warranties

Except for the network problems or failures, any requests for the maintenance, repair or replacement of the eye3 Device within or outside the warranty period shall be directly made to the Tablet Vendor.

13. Liabilities in respect of the eye3 Device

To the extent permitted by law, we expressly disclaim and exclude any representation or warranty, whether express or implied, in relation to the eye3 Device (including but not limited to any product liability, warranties of merchantability, title, fitness for a particular purpose, accuracy and non-infringement) and you expressly waive any claims you or any users of the eye3 Smart Communications Service may have against us or any of our affiliated companies in this regard, and you agree to make any such claims directly to the Tablet Vendor. You undertake to fully indemnify and hold us and our affiliated companies harmless against all actions, claims, demands, liabilities, losses, damages, costs, compensation and expenses of whatever nature that may result or which we and/or our affiliated companies may sustain, suffer or incur as a result of or in connection with your or other users' use of the eye3 Device (including but not limited to any product defects or negligence in the design and the manufacturing of the eye3 Device).

14. Special meanings:

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 www.hkt.com/Terms+of+Use), unless otherwise specified in these Special Conditions:

14.1 **Application Developers** means a developer of the Third Party Applications.

14.2 **Broadcast Message** means a message in electronic format for offering, advertising or promoting any goods and/or services.

14.3 **eye Communication Package or Service** means the eye service provided by us to you under the Contract, which may include the eye Multimedia Service, the eye Home Smartphone Package, the eye2 Communication Package, the eye Home Tablet Communication Package or the eye3 Smart Communications Service, and where the context requires, shall include the eye Device and the Content.

- 14.4 **eye Device** means the eye device provided by us to you for access of the Service under the Contract, which may be the eye Multimedia Device, the eye Home Smartphone, the eye2 Device, the eye Home Tablet or the eye3 Device.
- 14.5 **eye Home Smartphone** means the eye home smartphone device provided by us to you for access of the eye Home Smartphone Package, including the main unit of the eye home smartphone device with cordless headset and AC-DC power adaptor. The legal title of the eye Home Smartphone belongs to us, whereby the eye Home Smartphone shall be returned to us upon termination of the eye Home Smartphone Package for whatever reason.
- 14.6 **eye Home Smartphone Package** means the eye home smartphone package provided by us, including the eye Home Smartphone.
- 14.7 **eye Home Tablet** means the eye home tablet provided by us to you for access of the eye Home Tablet Communication Package, including the main unit of the eye Wi-Fi home tablet, lithium polymer rechargeable battery, charging dock and AC-DC power adaptor.
- 14.8 **eye Home Tablet Communication Package** means the eye home tablet communication package provided by us, including the eye Home Tablet.
- 14.9 **eye Multimedia Device** means the eye multimedia device provided by us to you for access of the eye Multimedia Service, including the main unit of the eye multimedia device with headset and AC-DC power adaptor. The legal title of the eye Multimedia Device belongs to us, whereby the eye Multimedia Device shall be returned to us upon termination of the eye Multimedia Service for whatever reason.
- 14.10 **eye Multimedia Service** means the eye multimedia service provided by us, including the eye Multimedia Device.
- 14.11 **eye2 Communication Package** means the eye2 communication package provided by us, including the eye2 Device.
- 14.12 **eye2 Device** means the eye device provided by us to you for access of the eye2 Communication Package, including the main unit of the eye Wi-Fi tablet, lithium polymer rechargeable battery, charging dock and AC-DC power adaptor.
- 14.13 **eye3 Device** means any designated tablet or device provided by us to you for access of the eye3 Smart Communications Service, including the main unit of the Wi-Fi tablet, lithium polymer rechargeable battery, charging dock and AC-DC power adaptor.
- 14.14 **eye3 Smart Communications Service** means the eye3 smart communications service provided by us, including the eye3 Device.
- 14.15 **Installation Address** means the service installation address as specified in your relevant Application for the Service, in which the eye Device will be installed.
- 14.16 **Modem** means the modem, with or without router capability, which we provide to you for access of the Service.
- 14.17 **SMS** means short message service.
- 14.18 **Tablet Vendor** means the manufacturer of the eye3 Device and its designated factory.
- 14.19 **Third Party Applications** means the applications provided by any Application Developers.
- 14.20 **We** means Hong Kong Telecommunications (HKT) Limited, being the service provider of the Service, and **Our** and **Us** shall be construed accordingly.