

Tariff No.: U025-002-May2012-R

Published on 14 May 2012

**UNIFIED CARRIER LICENSE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)**

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

Name of Tariff:

Special Conditions of Datapak

Description of Tariff:

See Annex A

Effective date of tariff:

14 May 2012

Revision history:

Revision to the tariff published in Gazette No. 43/2002 on 25 October 2002

**Special Conditions (“Special Conditions”)
of Datapak (“Datapak Services”)**

The Datapak Services are provided by Hong Kong Telecommunications (HKT) Limited (“**Company**”) subject to HKT’s General Conditions of Service as posted at <http://www.pccw.com> (“**General Conditions**”), these Special Conditions, the Application and the Service Literature (if any) as amended from time to time. Unless otherwise specified, any capitalized terms not defined herein shall have the same meaning as defined in the General Conditions.

1. Commitment Period

- 1.1 Unless otherwise specified by the Company in the Application, the Commitment Period for the Datapak Services shall be six (6) months from the Service Commencement Date.
- 1.2 If the Customer terminates the Agreement before the expiration of the Commitment Period, the Customer shall pay the Company the Cancellation Charge which is equal to the total Charges for the Datapak Services payable by the Customer from the date of such termination to the expiration date of the Commitment Period (both dates inclusive).

2. Additional Equipment

- 2.1 Upon request by the Company, the Customer shall provide the Company with the detailed information relating to the connection by the Customer of any additional equipment and device not supplied by the Company (“**Additional Equipment and Device**”) to the Equipment and/or the Network (“**Connection**”).
- 2.2 If such Additional Equipment and Device is, in the opinion of the Company, hazardous, the Customer shall promptly disconnect the same from the Equipment and/or the Network upon the request of the Company.
- 2.3 Without prejudice to the General Conditions, the Customer shall indemnify and keep the Company, its employees, representatives, sub-contractors and agents fully and effectively indemnified against any Loss (including Consequential Loss) arising out of or relating to the Connection or disconnection by the Customer of such Additional Equipment and Device mentioned in clauses 2.1 and 2.2 above.

3. Equipment

- 3.1 The Equipment is provided by the Company to the Customer free of charge and/or on a rental basis (as the case may be). The Equipment shall only be used by the Customer only at the Premise, and, the Customer shall not dismantle, uninstall or remove the Equipment (in whole or in part) to any other location

without the Company's prior written consent.

- 3.2 Without prejudice to clause 10 of the General Conditions, the Customer shall:
- (a) not part with possession or control of the Equipment and the Customer shall hold the Equipment as the Company's bailee;
 - (b) not and will not permit anyone other than the Company or its subcontractors to carry out any repairs or maintenance to the Equipment;
 - (c) (i) not transfer, sell, dispose of or create any Encumbrance on or over any Equipment or attempt to do so; or (ii) not permit the Equipment to be transferred, sold or disposed of; or (iii) not permit the creation or subsistence of any Encumbrance on or over any Equipment;
 - (d) keep the Equipment in good and clean condition (fair wear and tear excepted);
 - (e) not remove or otherwise tamper with any integrated circuit, component or protection facility contained in the Equipment; and
 - (f) if so required by the Company, keep the Equipment separate from the properties of the Customer or any third parties and keep the Equipment properly stored, protected and identified as the property of the Company.

For the purposes of this clause, "**Encumbrance**" means any mortgage, charge, pledge, lien, assignment, hypothecation, title retention, right of set-off or any security interest whatsoever, howsoever created or arising and whether relating to existing or future assets.

- 3.3 The Company is entitled, at any time, to require the Customer to deliver up the Equipment to the Company at the Customer's own cost and expense. If the Customer fails to do so, the Company is entitled to immediately enter any premises of the Customer or any third party where the Equipment is stored or used for the repossession of the Equipment. The Customer shall provide all reasonable assistance to the Company accordingly.
- 3.4 The Company shall exercise reasonable care when installing the Equipment at the Premises or removing the Equipment from the Premises. However, the Company shall not be liable to the Customer for any damage to the Premises resulting from the installation or removal of the Equipment under the Agreement.
- 3.5 The Company may require the Customer to pay the Security Deposit for the safe return of the Equipment installed at the Premises.

4. Termination

In relation to the Datapak Services and other Services which are subject to these Special Conditions, clause 14.2 of the General Conditions shall not apply and shall be replaced by the following new clause 14.2 of the General Conditions set out below:

“Subject to clause 14.4, the Company is entitled to terminate the Agreement by giving the Customer at least thirty (30) days’ prior written notice.

Subject to clause 14.4, the Customer is entitled to terminate the Agreement by giving the Company at least ninety (90) days’ prior written notice, unless otherwise specified by the Company in the Application.”