

Unified Carrier Licence
Telecommunications Ordinance (Chapter 106)

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

Name of Tariff:

Special Conditions of eye Multimedia Service for Consumer Customers ^{Note #}

Description of Tariff:

See Annex A

Effective date of tariff:

7 July 2011*

* These special conditions apply to all new contracts for eye Multimedia Service acquired for personal or residential use (that is, not for commercial use) on or after 7 July 2011.

Revision history:

1st publication on 7 July 2011

^{Note #}: The “Special Conditions of eye Multimedia Service” published in Gazette No. 36/2007 on 7 September 2007 and as amended in Gazette No. 22/2008 on 30 May 2008 will continue to apply to all contracts of the eye Multimedia Service entered into before 7 July 2011.

SPECIAL CONDITIONS OF EYE MULTIMEDIA SERVICE (“eye Multimedia Service”) FOR CONSUMER CUSTOMERS

1. Service availability

You agree that:

- a. the eye Multimedia Service is only available to certain areas in Hong Kong as specified by us;
- b. the installation of the eye Multimedia Service may not be possible due to technical reasons;
- c. the quality and provisioning of the eye Multimedia Service depends on the reliability and stability of Internet which may be out of our control; and
- d. the quality of other services using the same broadband line as the eye Multimedia Service may be affected if you use the eye Multimedia Service and such services at the same time.

2. Porting failure

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

3. Installation address

The eye Multimedia Service and the relevant information or Content services must be used at the Installation address for personal use and must not be used for business purposes. You agree that we can provide your Installation address and/or your Personal Data to the Government Agency (such as, the Hong Kong Emergency Center) in handling an emergency incident when required to do so by such Government Agency.

4. Information or Content services

For the use of the information or Content services through the eye Multimedia 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 our Services first;
- b. any Content provided by us or the Third Party Providers is for reference only and is not intended for trading or other business purposes, we or any Third Party Provider is not responsible for the accuracy, completeness or timeliness of such information or Content service;

- c. you are responsible for ensuring that minors do not have access to Content that is unsuitable for viewing by minors through the **eye** Multimedia Service;
- d. we or the Third Party Providers may terminate, suspend, withdraw or restrict access to all or any of the information or Content services with or without notice to you;
- e. you and any of the users authorised by you to use the information or Content services shall comply with the applicable law and regulatory requirements; and
- f. if we are the information or Content service provider, we may change the terms and conditions for such information or Content service we provide with or without notice to you.

5. SMS

- 5.1 You shall give us at least 3 working days' advance written notice if you choose not to receive any Commercial Electronic Messages and/or any incoming SMS sent through the **eye** Multimedia Service.
- 5.2 For SMS exchanged by you through the **eye** Multimedia 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 **eye** Multimedia 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.

6. Links and related advertisement

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

- a. any Content of any off-site pages, or, any websites linked to the **eye** Multimedia Service;
or
- b. any Commercial Electronic Messages sent through the **eye** Multimedia Service.

7. Statistical information

You agree that we may provide anonymous statistical information (whether aggregated or segmental) on our customer's use of the **eye** Multimedia Service (such as, subscription and usage information) to existing and potential Third Party Providers and/or advertisers.

8. Repair of device

If the **eye** Fixed Line Device or the Modem we provide for use with the **eye** Multimedia Service is being repaired and you cannot use the **eye** Multimedia Service, you are still required to pay us the Charges for the **eye** Multimedia Service (unless we tell you otherwise) and pay the Third Party Providers the charges for the information or Content services they provide (unless the Third Party Providers tell you otherwise).

9. Other discounts

If you subscribe for the **eye** Multimedia Service with a Fixed Term, you cannot enjoy any other discounts, rebates or promotional offers or rates provided by us for the **eye** Multimedia Service, unless we tell you otherwise.

10. Special meanings:

In the Special Conditions,

Commercial Electronic Message means a message in electronic format for offering, advertising or promoting goods and/or services.

eye Fixed Line Device means the multi-media device provided to you by us for use with the **eye** Multimedia Service.

Modem means the modem with or without router capability we provide to you for use with the **eye** Multimedia Service.