

Fixed Carrier Licence  
Telecommunications Ordinance (Chapter 106)  
Hong Kong Telecommunications (HKT) Limited (the 'Company')

**Name of Tariff:**

Business Broadband Services

**Description of Tariff:**

Business Broadband Services deliver high-speed data transmission over an IP infrastructure for business customers to access to the Internet. Business customers can choose from a wide range of services with various bandwidths, symmetric or asymmetric data flow direction etc. to meet their business needs.

**Types of Services:**

Class of Service	Bandwidth Range	Installation	Monthly Rental	Internal Relocation	External Relocation
@WORK Broadband (Ultra Line, Multi-Access, "Premier" Multi-Access)	1.5M/640K – 8M/800K	\$1,000	\$1,500	\$1,000	\$1,500
@WORK Broadband (Ultra Line, Multi-Access, "Premier" Multi-Access)	2M – 8M	\$1,000	\$1,600	\$1,000	\$1,500
@WORK Broadband (Ultra Line, Multi-Access, "Premier" Multi-Access)	10M – 20M	\$1,000	\$4,000	\$1,000	\$1,500
Always-On Broadband	1.5M/640K – 6M/640K	\$1,500	\$4,800	\$1,000	\$1,500
Always-On Broadband	2M – 5M	\$1,500	\$5,000	\$1,000	\$1,500
Always-On Broadband	6M – 10M	\$1,500	\$10,000	\$1,000	\$1,500
Always-On Broadband	15M – 30M	\$1,500	\$20,000	\$1,000	\$1,500
Always-On Broadband	40M – 60M	\$1,500	\$30,000	\$1,000	\$1,500
Always-On Broadband	70M – 100M	\$1,500	\$45,000	\$1,000	\$1,500
Metro-Internet	2M – 5M	\$7,500	\$18,000	\$7,500	\$7,500
Metro-Internet	6M – 10M	\$7,500	\$30,000	\$7,500	\$7,500
Metro-Internet	15M – 30M	\$21,500	\$70,000	\$7,500	\$21,500
Metro-Internet	40M – 60M	\$21,500	\$130,000	\$7,500	\$21,500
Metro-Internet	70M – 100M	\$21,500	\$210,000	\$7,500	\$21,500
Metro-Internet	150M – 200M	\$55,000	\$420,000	\$16,500	\$55,000
Metro-Internet	250M – 500M	\$55,000	\$1,050,000	\$16,500	\$55,000
Metro-Internet	550M – 1000M	\$55,000	\$2,100,000	\$16,500	\$55,000
Dedicated Internet	128K – 256K	\$8,000	\$7,500	\$2,500	\$3,000
Dedicated Internet	521K	\$8,000	\$12,000	\$2,500	\$8,000
Dedicated Internet	T1	\$8,000	\$20,000	\$2,500	\$8,000
Dedicated Internet	E1	\$8,000	\$50,000	\$2,500	\$8,000
ATM Internet	2M – 4M	\$21,500	\$60,000	\$10,000	\$21,500
ATM Internet	5M – 7M	\$21,500	\$105,000	\$10,000	\$21,500
ATM Internet	8M – 10M	\$21,500	\$150,000	\$10,000	\$21,500
ATM Internet	20M – 60M	\$21,500	\$350,000	\$10,000	\$21,500

**Remarks:**

1. The provision of the Business Broadband Services is subject to the availability of the Company's resources.
2. The provision of the Business Broadband Services is subject to the Company's prevailing Terms and Conditions including the General Conditions of Service and the respective Special Conditions as follows:

@WORK Broadband - subject to the Company's prevailing "@WORK Ultra Line Business Broadband Service Terms and Conditions", "@WORK Multi-Access Business Broadband Service Terms and Conditions" and "@WORK "Premier" Multi-Access Business Broadband Service Terms and Conditions" (as attached)

Always-On Broadband - subject to the Company's prevailing "Always-On Broadband Internet Access Service Terms and Conditions" (as attached)

Metro-Internet – subject to the Company's prevailing "Metro-Internet Access Service Terms and Conditions" (as attached)

Dedicated Internet – subject to the Company's prevailing "Dedicated Internet Access Service Terms and Conditions" (as attached)

ATM Internet – subject to the Company's prevailing "ATM Internet Access Service Terms and Conditions" (as attached)

**Effective date of tariff:**

1 April 2009

**Revision history:**

1<sup>st</sup> publication on the 1 April 2009



**@WORK ULTRA LINE BUSINESS BROADBAND SERVICE TERMS AND CONDITIONS**

1. Our responsibilities  
We and "us" means Hong Kong Telecommunications (HKT) Limited. We will provide you (the Subscriber) with a login ID and password to access @WORK ULTRA LINE BUSINESS BROADBAND SERVICE. You should note that we may (i) deactivate @WORK ULTRA LINE BUSINESS BROADBAND SERVICE at any time without notice to carry out system maintenance, upgrading, testing and/or repairs; (ii) limit or suspend your access to @WORK ULTRA LINE BUSINESS BROADBAND SERVICE without notice where we are of the opinion that such action is appropriate as a result of your use of @WORK ULTRA LINE BUSINESS BROADBAND SERVICE; (iii) without limiting the generality of sub-clause (i) above, suspend and/or terminate the @WORK ULTRA LINE BUSINESS BROADBAND SERVICE without notice to you where we are of the opinion that the @WORK ULTRA LINE BUSINESS BROADBAND SERVICE is used for spamming activities or sending commercial electronic messages not in accordance with the applicable laws and regulations; (iv) expand, reduce, replace and/or modify any of the Services (in whole or in part) (being any of the Services which may be accessed through @WORK ULTRA LINE BUSINESS BROADBAND SERVICE or supplied by us together with @WORK ULTRA LINE BUSINESS BROADBAND SERVICE), or any Content (being any still picture or other series of moving images, whether animated or otherwise, music, video, music, data, information and/or other material, goods or services that may be accessed through @WORK ULTRA LINE BUSINESS BROADBAND SERVICE); (v) amend the amount of any fees, introduce new fees and/or amend the terms and conditions of this Agreement, and/or amend any operating rules which govern your use of @WORK ULTRA LINE BUSINESS BROADBAND SERVICE by: (a) posting the details of such amendments at [www.biz.netvigator.com](http://www.biz.netvigator.com); and/or (b) sending you a notification of such amendments via post or such other means as determined by us, such amendments to take effect 7 days after any such posting on [www.biz.netvigator.com](http://www.biz.netvigator.com) is made and/or on the date as specified in such notification.

2. Your responsibilities  
You will (i) be strictly and solely responsible for any use of the login ID(s) and password(s) provided to you and any Designated User (being those other persons specified in your application form ("Application Form") who will be issued with separate login ID's and passwords to access @WORK ULTRA LINE BUSINESS BROADBAND SERVICE or supplied by us together with @WORK ULTRA LINE BUSINESS BROADBAND SERVICE, the Services or the Content, and you agree that any such use will be treated by us as a use by you; (ii) not copy, distribute, publish, transmit or otherwise exploit any Content unless you own that Content or possess an appropriate licence; (iii) not use or permit any network user to use @WORK ULTRA LINE BUSINESS BROADBAND SERVICE to publish, distribute, transmit or initiate to transmit, receive, send, cause to be sent or attempted, any unsolicited information, messages or content (whether they are for advertising or promotional purpose or otherwise) or any commercial electronic messages without the consent of the recipient or otherwise not in accordance with the applicable laws and regulations or any Content that is obscene, indecent, defamatory, offensive, defamatory, threatening, libelous, racist, hateful, discriminatory, menacing or in breach of confidence; (iv) not hack, break into, access, use or attempt to hack, break into, access or use any part of @WORK ULTRA LINE BUSINESS BROADBAND SERVICE, its Content and/or any data areas on our server(s) for which you have not been authorised by us; (v) not hack, break into, access, use or attempt to hack, break into, access or use any part of any website(s) of any third parties, its contents and/or any data areas on our server(s) for which you have not been authorised; (vi) not store or upload any kind of tools, software, address-harvesting software, harvested-address lists or materials in any storage space assigned by us to you in our server(s) that can be used, in our sole opinion, for hacking or on any other illegal, fraudulent, deceptive or improper purpose; (vii) ensure that each of the Designated Users comply with these terms and conditions; (viii) abide by all relevant laws of Hong Kong and any other operating rules, as amended from time to time, when using @WORK ULTRA LINE BUSINESS BROADBAND SERVICE; (ix) subject to any other term contained in this Agreement, not assign, transfer or sub-license all or any part of your rights or obligations under this Agreement; (x) in relation to any Content which you upload to @WORK ULTRA LINE BUSINESS BROADBAND SERVICE, be deemed to have granted to us an irrevocable perpetual licence to copy, distribute, publish and transmit such Content as is necessary for the operation of @WORK ULTRA LINE BUSINESS BROADBAND SERVICE; (xi) ensure that you do not use your login ID and password, to access the Internet using @WORK ULTRA LINE BUSINESS BROADBAND SERVICE from more than one computer at any one time; (xii) agree that only one single standalone connection per computer system will be set up by us to @WORK ULTRA LINE BUSINESS BROADBAND SERVICE; and (xiii) not to share or connect @WORK ULTRA LINE BUSINESS BROADBAND SERVICE to any other computer system, a LAN or any other network of any form.

You acknowledge that (i) no unused "free usage hours" of access time may be carried forward to the following month; and (ii) except for that Content which is supplied by us as printed, it is not an policy to exercise any editorial control over or to edit or alter any Content before it is transmitted or made available through @WORK ULTRA LINE BUSINESS BROADBAND SERVICE. However, you hereby authorise us to amend or delete any Content which is uploaded or otherwise provided by you where any such Content is, in our sole opinion defamatory, in breach of copyright, illegal or otherwise not appropriate to be accessed by or through @WORK ULTRA LINE BUSINESS BROADBAND SERVICE, or which is in violation of applicable laws, regulations, or industry codes of practice, or which causes and/or expense suffered or incurred by us arising from or which is related to (i) your use, any Designated Users' use and/or any other company's use of @WORK ULTRA LINE BUSINESS BROADBAND SERVICE where such company was able to access @WORK ULTRA LINE BUSINESS BROADBAND SERVICE by using your or a Designated User login ID and/or password; (ii) any breach or non-observance of any term of this Agreement by you or any Designated User.

If we request personal data from you that constitutes Personal Data (meaning Personal Data as that term is used in the Personal Data (Privacy) Ordinance), you may decline to provide the Personal Data but in that event we may decline to provide @WORK ULTRA LINE BUSINESS BROADBAND SERVICE to you. You agree that we may use the Personal Data for any of the following purposes: (a) provision @WORK ULTRA LINE BUSINESS BROADBAND SERVICE to you (including the transfer of such Personal Data to other telecommunications network providers or third parties as necessary for the provision of @WORK ULTRA LINE BUSINESS BROADBAND SERVICE); (b) matching (as defined in the Personal Data (Privacy) Ordinance) the Personal Data with other information for other purposes and from other sources for marketing or sales purposes; (c) marketing of goods and/or services by us, our agents, Affiliates (meaning any other entity which directly or indirectly controls us, is controlled by us, or is under common control with us) or subsidiaries, in relation to @WORK ULTRA LINE BUSINESS BROADBAND SERVICE; (d) improving our products and services; (e) providing credit reference agencies, security agencies, credit providers for other purposes and/or the collection of amounts outstanding in your account in relation to @WORK ULTRA LINE BUSINESS BROADBAND SERVICE; (f) analysing, verifying and/or checking your credit, payment and/or status in relation to provision of @WORK ULTRA LINE BUSINESS BROADBAND SERVICE; (g) providing any payment instructions, direct debit facilities and/or credit facilities in relation to provision of @WORK ULTRA LINE BUSINESS BROADBAND SERVICE; (h) providing any other services, products and/or facilities to you; (i) enabling us to comply with our obligations to interconnect or other industry practices; (j) keeping you informed of other services we provide; (k) prevention or detection of crime; (l) disclosure as required by law; (m) the operation of all other businesses conducted by us and/or our Affiliates, agents, contractors, credit reference agencies, security agencies, credit providers and including the purposes listed in sub-clauses (a) to (i) above as if @WORK ULTRA LINE BUSINESS BROADBAND SERVICE included a reference to those other businesses; and (n) any other purposes as may be agreed to by the parties. You agree that the Personal Data may be disclosed and transferred in Hong Kong or in places outside Hong Kong to our Affiliates, agents, contractors, telecommunications operators, any other service providers, credit reference agencies, security agencies, credit providers for other purposes, financial institutions and any of our actual or proposed assignees or transferees of our rights with respect to you for such person to use, disclose, hold, process, retain or transfer for the purposes listed in this paragraph. In addition to the foregoing, you grant to us, our Affiliates, agents and contractors the right to use, publish, reproduce and display your customer name and/or trade name in any marketing, promotional and/or advertisement material for the purpose listed in sub-clause (c) above.

You shall, as soon as practicable, notify us of any changes of address or any other particulars provided to us which may affect the provision of @WORK ULTRA LINE BUSINESS BROADBAND SERVICE to you. On our request, you shall provide us with information relating to you and your Affiliates, agents and contractors, which may be required by us: (a) to assist us in complying with our obligations under any applicable law; (b) to report to any government agency regarding compliance with those obligations; and (c) to assess whether or not you have complied, are complying and will be able to continue to comply with all of our obligations under this Agreement. If you do not provide us with this information within 2 business days, you licence us and our authorised representatives to enter into the Agreement with our Affiliates, agents and contractors, to enter the premises owned or occupied by you during business hours, after giving reasonable notice, for the purpose of obtaining any information requested under this paragraph.

You acknowledge and agree that we may check your storage space as assigned by us to you in our server(s) if required to do so by law or if in good faith we reasonably believe that such checking is necessary to: (i) enforce the terms of this Agreement; (ii) respond to claims by third parties that your use or any Designated User's use of @WORK ULTRA LINE BUSINESS BROADBAND SERVICE violates the rights of third parties or infringes or may infringe the rights, property or safety of @WORK ULTRA LINE BUSINESS BROADBAND SERVICE, its users, other websites and the public.

3. Payment  
We will send you an invoice every month with a list of all Fees (being fees for Hardware (i.e. that Hardware specified on the Application Form which is supplied to you to access @WORK ULTRA LINE BUSINESS BROADBAND SERVICE) purchase, Software (i.e. that Software which is supplied to you to access @WORK ULTRA LINE BUSINESS BROADBAND SERVICE) licence, installation, monthly subscription, storage, Content, PNETS charges and any other relevant fees and charges current from time to time) which relate to your use of @WORK ULTRA LINE BUSINESS BROADBAND SERVICE. You shall pay the amount of such invoice to us: (a) to assist us in complying with our obligations under any applicable law; (b) to report to any government agency regarding compliance with those obligations; and (c) to assess whether or not you have complied, are complying and will be able to continue to comply with all of our obligations under this Agreement. If you do not provide us with this information within 2 business days, you licence us and our authorised representatives to enter into the Agreement with our Affiliates, agents and contractors, to enter the premises owned or occupied by you during business hours, after giving reasonable notice, for the purpose of obtaining any information requested under this paragraph.

4. Software Licence  
We hereby grant to you a non-exclusive and non-transferable licence for you to store, run and use the Software on your computer in accordance with the terms and conditions of this Agreement and the software licence which accompanies the Software but further to that licence, you shall not copy, modify, adapt or translate the Software, decompile, disassemble or reverse engineer the same nor attempt to do any such thing.

5. Hardware and Connection  
You agree (i) that the provision of access to @WORK ULTRA LINE BUSINESS BROADBAND SERVICE is subject to the reconfiguration of your computer system and the installation of the relevant Hardware and Software; (ii) to authorise us or our authorised agents to reconfigure your computer system to allow access to @WORK ULTRA LINE BUSINESS BROADBAND SERVICE and install the relevant Hardware and Software; (iii) to authorise us or our authorised agents to connect your computer system to @WORK ULTRA LINE BUSINESS BROADBAND SERVICE and install the relevant Hardware and Software; (iv) that you will be responsible prior to installation or configuration of Hardware or Software in this clause 5 to back up data on your computer system and inform us if any configuration or installation by us is likely to invalidate any support arrangements or other functions of your computer system; (v) to authorise us or our authorised agents to disable any Local Area Network (LAN) and Internet Protocol (IP) addresses on your computer system; (vi) to authorise us or our authorised agents to install or re-install the Hardware and/or Software (which includes the removal and installation of any defective Hardware and/or Software); (v) that we reserve the right not to reconfigure your computer system or install the relevant Hardware or Software as we deem appropriate and at our discretion; (vii) that only one single standalone connection per computer system will be set up by us to @WORK ULTRA LINE BUSINESS BROADBAND SERVICE; (viii) not to share or connect the connection of @WORK ULTRA LINE BUSINESS BROADBAND SERVICE with any other computer system, a LAN or any other network of any form; (viii) that you will not use any other

Hardware in place of the Hardware supplied to you under this Agreement to access @WORK ULTRA LINE BUSINESS BROADBAND SERVICE without our written consent; (ix) that we will not be liable for any loss or damage (including loss of data, profits, goodwill, benefit, opportunity or anticipated savings) suffered by you or any other person arising directly and/or indirectly from our configuration or installation activities (which includes removal and installation of Hardware and/or Software) under this clause 5 (x) that if you share or connect the connection of @WORK ULTRA LINE BUSINESS BROADBAND SERVICE with any other computer system, a LAN or any other network of any form, we are entitled to charge you for all relevant fees and charges (in addition to any other rights we have under this Agreement) at our absolute discretion for such unauthorised use of @WORK ULTRA LINE BUSINESS BROADBAND SERVICE. You warrant that you own the computer system on which we conduct configuration and installation activities pursuant to this clause 5. If you do not own the computer system you agree to obtain the consent of the relevant owner of the computer system before we will carry out any such activities. The configuration and installation activities pursuant to this clause 5 and the provision of Services under this Agreement are both subject to your computer system meeting Basic Requirements for configuration as specified on the Application Form.

6. Hardware Warranty  
Subject to the terms below, there is a ONE year warranty in respect of the Network Interface Card (being the computer interface card, including but not limited to Ethernet card we provide to you and which forms either all or part of the Hardware under this Agreement) commencing from the date of installation on the following terms and conditions: (i) subject to sub-clause (ii), where any defect is caused to the Network Interface Card during normal use of @WORK ULTRA LINE BUSINESS BROADBAND SERVICE, the Network Interface Card will be repaired or replaced by us free of charge and the replacement Network Interface Card will be installed by us on the terms set out in clause 5; (ii) to obtain a replacement Network Interface Card and to have it installed under this warranty you must produce a completed Delivery Note (which can be obtained from us) to us at our designated collection centre when such replacement is required; (iii) this warranty shall not apply in the following circumstances: (a) if the Network Interface Card has been damaged through your or a third party's deliberate act, misuse or negligence in relation to the Network Interface Card or the use of @WORK ULTRA LINE BUSINESS BROADBAND SERVICE; (b) if the Network Interface Card has been damaged as a result of faulty voltage supply or unusual power surge or any natural disaster; (c) if the Network Interface Card (or any Software forming part thereof) has been accessed, copied, modified and/or repaired by anyone other than us or the manufacturer; (d) if the label, insignia or any other marking on the Network Interface Card has been altered or removed; or (e) where you have installed the Network Interface Card yourself or made other modifications or configurations without following any specific instructions (including any installation instructions) provided by us. (iv) this warranty does not include labour costs (except our standard installation costs) nor any on-site maintenance; (v) for the avoidance of doubt, this warranty does not apply to the @WORK ULTRA LINE BUSINESS BROADBAND SERVICE access kit; and (vi) this warranty does not survive termination of this Agreement.

7. General Warranties & Liability  
To the extent permitted by law, we disclaim any representation or warranty whether express or implied as to the title, fitness for a particular purpose, merchantability, accuracy or standard of quality of @WORK ULTRA LINE BUSINESS BROADBAND SERVICE, the Software, the Hardware, the Services and/or any Content, that @WORK ULTRA LINE BUSINESS BROADBAND SERVICE will be uninterrupted or error free, any obligation to maintain the confidentiality of information (although our current practice is to maintain such confidentiality), the results to be obtained from use of @WORK ULTRA LINE BUSINESS BROADBAND SERVICE, any Services and/or any Content unless otherwise specifically mentioned in this Agreement. You agree that our liability under this Agreement shall in any event not exceed the total Fees paid by you to us for the immediately preceding twelve months prior to any incident giving rise to a claim. In the absence of our negligence or deliberate act, and to the extent permitted by law, we expressly disclaim any liability for (i) any damage to or loss of data suffered by you arising from your use of @WORK ULTRA LINE BUSINESS BROADBAND SERVICE, the Software, the Hardware, the Services and/or any Content; (ii) any claim based in contract, tort, or otherwise for any indirect, special, economic, collateral, incidental, consequential or punitive loss or damage, suffered, sustained or incurred by you or any person arising out of or relating to your use of or inability to use @WORK ULTRA LINE BUSINESS BROADBAND SERVICE, the Software, the Hardware, the Services, any Content, IP Address and/or Domain Name. For the purposes of this Agreement, indirect or consequential loss or damage includes, without limitation, loss of revenue, profit, anticipated savings, customers or business, loss, corruption or damage to data, voice or other information, loss of goodwill, loss of bargain, loss of opportunities, loss of use or value of any equipment and software, any third party claims, and, all associated and incidental costs and expenses (iii) any claim relating to any Software, the Hardware, the Services and/or any Content supplied, provided, sold or made available by or through @WORK ULTRA LINE BUSINESS BROADBAND SERVICE (or any failure or delay to so supply, provide, sell or make available); (iv) any injury, damage, seizure or loss of consciousness suffered by you or any person who accesses @WORK ULTRA LINE BUSINESS BROADBAND SERVICE using your login ID and/or password, arising whether directly or indirectly from accessing and using @WORK ULTRA LINE BUSINESS BROADBAND SERVICE, the Software, the Hardware, the Services, any Content, IP Address and/or Domain Name. For the purposes of this Agreement, indirect or consequential loss or damage includes, without limitation, loss of revenue, profit, anticipated savings, customers or business, loss, corruption or damage to data, voice or other information, loss of goodwill, loss of bargain, loss of opportunities, loss of use or value of any equipment and software, any third party claims, and, all associated and incidental costs and expenses (iii) any claim relating to any Software, the Hardware, the Services and/or any Content supplied, provided, sold or made available by or through @WORK ULTRA LINE BUSINESS BROADBAND SERVICE (or any failure or delay to so supply, provide, sell or make available); (v) any injury, damage, seizure or loss of consciousness suffered by you or any person who accesses @WORK ULTRA LINE BUSINESS BROADBAND SERVICE using your login ID and/or password, arising whether directly or indirectly from accessing and using @WORK ULTRA LINE BUSINESS BROADBAND SERVICE, the Software, the Hardware, the Services, any Content, IP Address and/or Domain Name. 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**@WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE TERMS AND CONDITIONS**

**1. Our responsibilities**

"We" and "us" means Hong Kong Telecommunications (HKT) Limited. We will provide you (the Subscriber) the @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE. You should note that we may (i) deactivate @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE at any time without notice to carry out system maintenance, upgrading, testing and/or repairs; (ii) limit or suspend your access to @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE without notice where we are of the opinion that such action is appropriate as a result of your use of @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE; (iii) without limiting the generality of sub-clause (ii) above, suspend and/or terminate the @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE to you where we are of the opinion that the @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE is used for spamming activities or sending commercial electronic messages not in accordance with the applicable laws and regulations; (iv) expand, reduce, replace and/or modify any of the Services (in whole or in part) (being any of the services which may be accessed through @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE or supplied by us together with @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE), or any Content (being any still picture or other series of moving images, whether animated or otherwise, music video, music, data, information and/or other material, goods or services that may be accessed through @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE); (v) amend the amount of any fees, introduce new fees and/or terms and conditions of this Agreement, and/or amend any operating rules which govern your use of @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE by: (a) posting the details of such amendments on [www.biz.netvigator.com](http://www.biz.netvigator.com); and/or (b) sending you a notification of such amendments via text or such other means as determined by us, such amendments to take effect 7 days after any such posting on [www.biz.netvigator.com](http://www.biz.netvigator.com) is made and/or on the date as specified in such notification.

**2. Your responsibilities**

(i) be responsible for your use and any use by employees, contractors, agents or any other person who uses @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE on the network which is the subject of this Agreement ("Network User"); (ii) not copy, distribute, publish, transmit or otherwise exploit any Content unless you own that Content or possess an appropriate licence; (iii) not use or permit any Network User to use @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE to publish, distribute, transmit or initiate to transmit, circulate, send, cause to be sent or attempt to send any unsolicited information, message or content (whether they are for advertising or promotional purpose or otherwise) or any commercial electronic messages without the consent of the recipient or otherwise, nor send such lists or materials in any other manner assigned by us to you in our server(s) that can be used, in our sole opinion, for hacking or any other illegal, fraudulent, deceptive or improper purpose; (iv) ensure that each of the Network Users comply with these terms and conditions; (v) abide by all relevant laws of Hong Kong and any operating rules, as amended from time to time, when using @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE; (vi) subject to any other term contained in this Agreement, not assign, transfer or sub-license all or any part of your rights or obligations under this Agreement; (x) in relation to any content which you upload to @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE, be deemed to have granted to us an irrevocable perpetual licence to copy, distribute, publish and transmit such Content as is necessary for the operation of @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE, without charge, unless otherwise specified; (xi) ensure that you provide us with your correct and accurate e-mail address and password, and ensure that any Network User does not use your login ID and password, to access the Internet using @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE from more than one computer at any one time. You acknowledge that (i) no unused "free usage hours" of access time may be carried forward to the following month; and (ii) except for that Content which is supplied by us as principal, it is not our policy to exercise any editorial control over or to edit or amend any Content before it is transmitted or made available through @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE. However, you hereby authorise us to amend or delete any Content which is uploaded or otherwise provided by you to us, or to delete any Content which is otherwise provided by us to you, if such Content is otherwise not appropriate to be accessed by or through using @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE. You agree to indemnify us against any action, liability, cost, claim, loss, damage, proceeding, and/or expense suffered or incurred by us arising from or which is related to (i) your use, any Network Users' use and/or any other company's use of @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE where such company was able to access @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE with your authority; (ii) any breach or non-observance of any term of this Agreement by you or any Network User.

If we request personal data from you that constitutes Personal Data (meaning Personal Data as that term is used in the Personal Data (Privacy) Ordinance), you may decline to provide the Personal Data but in that event we may decline to provide @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE to you. You agree that we may use the Personal Data for any and all of the following purposes: (a) provision of @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE to you (including the transfer of such Personal Data to other telecommunications network providers or third parties as necessary for the provision of @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE); (b) matching (as defined in the Personal Data (Privacy) Ordinance) with other data held by us or our Affiliates, agents, contractors, or other sources including third parties in relation to the provision of @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE; (c) marketing of goods and/or services by us, our agents, Affiliates (meaning any other entity which directly or indirectly controls us, is controlled by us, or is under common control with us) or subsidiaries, in relation to @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE; (d) improving of goods and/or services in relation to provisioning of @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE; (e) processing of any benefits arising out of or in connection with @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE; (f) analysing, verifying and/or checking the accuracy of information relating to provisioning of @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE; (g) processing of any payment instructions, direct debit facilities and/or credit facilities in relation to provisioning of @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE as requested by you; (h) enabling the daily operation of your account and/or the collection of amounts outstanding in your account in relation to @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE; (i) enabling us to comply with our obligations to interconnect or other industry practices; (j) keeping you informed of other services we provide; (k) prevention or detection of crime; (l) disclosure as required by law; (m) the operation of all other businesses conducted by us and/or our Affiliates from time to time and for related purposes consistent with the foregoing; and including the purposes listed in sub-clauses (a) to (l) above as if @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE included a reference to those other businesses; and (n) any other purposes as may be agreed to by the parties. You agree that the Personal Data may be disclosed and transferred in Hong Kong or in places outside Hong Kong to our Affiliates, agents, contractors, telecommunications operations, any other third parties, including collection agencies, credit reference agencies, security agencies, credit providers or other financial institutions and any of our actual or proposed assignees or transferees of our rights with respect to you for such person to use, disclose, hold, process, retain or transfer for the purposes listed in this paragraph. In addition to the foregoing, you grant to us, our Affiliates, agents and contractors the right to use, publish, reproduce and display your customer name and/or trade name in any marketing, promotional and/or advertisement material for the purpose listed in sub-clause (c) above.

You shall, as soon as practicable, notify us of any changes of address or any other particulars provided to us which may affect the provision of @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE to you. On our request, you shall provide us with information relating to you and your use of @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE reasonably required by us: (a) to assist us in complying with our obligations under any applicable law; (b) to report to any government agency regarding compliance with those obligations; and (c) to assess whether or not you have complied, are complying and will be able to continue to comply with all of your obligations under this Agreement. If you do not provide us with this information within 2 business days, you licence us and our authorised representatives during the term of the Agreement and for 3 months after its termination, to enter the premises owned or occupied by you during business hours, after giving reasonable notice, for the purpose of obtaining any information requested under this paragraph.

You acknowledge and agree that we may check your storage space as assigned by us to you in our server(s) if required to do so by law or if in good faith we reasonably believe that such checking is necessary to: (i) enforce the terms of this Agreement; (ii) respond to claim(s) by third parties that your use or any Network User's use of @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE violates the rights of third parties, is illegal or improper; or (iii) protect the rights, property or safety of @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE, its users, other websites and the public.

**3. Payment**

We will send you an invoice every month with a list of all Fees (being fees for Hardware (i.e. that Hardware specified in your application form (the "Application Form") which is supplied to you to access @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE) purchase, Software (i.e. that Software which is supplied to you to access @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE) licence, installation, monthly subscription, storage, Content, PNETS charges and any other relevant fees and charges current from time to time) which relate to your use of @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE, the Services and/or any Content. We can provide you with a hard copy of the invoice if you pay the additional handling charge set out on the Application Form. You agree to pay the full amount of such invoice by the payment method selected by you on the Application Form, such payment to be made before the due date for payment as specified on the invoice. You hereby authorise us to charge your credit or charge card with the full amount of such invoice at any time before the due date for payment on the invoice, such authorisation to continue after the expiry date on any such card (and where you are not the cardholder, you hereby agree to procure such authorisation from the cardholder). Any disputes regarding an invoice must be raised within 30 days of the date of the invoice notwithstanding, where relevant, any terms to the contrary in any cardholder agreement with the bank. Please note that no credit or refund is available in respect of any time when @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE is 'down' or suspended. If you have not paid any invoice by the due date, we reserve the right to charge interest on any outstanding amount at 2% per month until the invoice has been paid in full and to charge a handling fee, collection agency fee, reconnection fee and/or require a security deposit if your access to @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE is suspended or terminated before payment is made. We reserve the right to withhold providing the Services until full payment of the Fees and notwithstanding the suspension of the Services, you are still liable to pay the monthly subscription fee, Software (i.e. that software which is supplied to you by us in relation to the Services under this Agreement) licence, storage, Content, PNETS charges and any other relevant fees and charges current from time to time for the Service suspension period until the date of the termination of the Services or the resumption of the Services (as the case may be). We reserve the right to transfer any amount that is owing to you or due from you under any of your accounts, if you have more than one account with us, so as to settle any outstanding amount due to us under any of your accounts whether they have been terminated or suspended. You acknowledge that if we invoice you for Content as agent for a third party provider of that Content, we are not the supplier of that Content.

**4. Software Licence**

We hereby grant to you a non-exclusive and non-transferable licence for you to store, run and use the Software on your computer for the purpose of enabling you to reconfigure your computer equipment in accordance with clause 5 and otherwise in accordance with the terms and conditions of this Agreement and the software licence which accompanies the Software but not further. Except to the extent permitted by law, you shall not alter, modify, adapt or translate the Software nor decompile, disassemble or reverse engineer the same nor attempt to do any such thing.

**5. Hardware and Connection**

You agree that the provision of access to @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE is subject to the reconfiguration of your Computer Equipment (being the router, personal computer, hub or switch and other equipment referred to in the Application Form) and the installation of the relevant Hardware and Software; (ii) to authorise us or our authorised agents to reconfigure your Computer Equipment to allow access to @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE and install the relevant Hardware and Software by signing a separate @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE Hardware and Software Installation Authorization letter; (iii) that it will be your responsibility prior to installation or configuration of Hardware or Software in this clause 5 to back up data on your Computer Equipment and inform us if any configuration or installation by us is likely to invalidate any support arrangements or other functions of your Computer Equipment; (iv) that we reserve the right not to reconfigure your Computer Equipment or install the related Hardware or Software as we deem appropriate and at our discretion; (v) that you will not use any other Hardware in place of the Hardware supplied to you under this Agreement to access @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE without our written consent; (vi) that we will not be liable for any loss or damage (including loss of data, profits, goodwill, bargain, opportunity or anticipated savings) suffered by you or any other person arising directly and/or indirectly from our configuration or installation activities pursuant to this clause 5 or the provision of Hardware and/or Software under this clause 5; and (vii) it is your responsibility to install Software and reconfigure your network computer equipment to enable you network to access @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE.

You warrant that you own the Computer Equipment on which we conduct configuration and installation activities pursuant to this clause 5. If you do not own the Computer Equipment you agree to obtain the consent of the relevant owner of the Computer Equipment before we will carry out any such activities. The configuration and installation activities pursuant to this clause 5 and the provision of Services under this Agreement are both subject to your Computer Equipment meeting Basic Requirements for configuration as specified on the Application Form.

**6. Hardware Warranty**

You agree that: (i) with respect to any Hardware rented to you by us or on loan to you from us free of charge, upon termination of this Agreement you will make such Hardware available for removal or return to us in the same condition as originally installed, fair wear and tear excepted or you will indemnify us for all charges for restoration of such Hardware to its original condition; (ii) you do not return such Hardware or make it available for removal by us, you will be liable for its then current market value. The title of such Hardware will remain with us, but we will, however, be liable for repair charges or the replacement cost of such Hardware if it is damaged or lost due to theft, negligence, intentional acts, authorized acts or other causes within the reasonable control of you, your agents or employees. You will not part with possession or control of such Hardware and you will not permit anyone other than us to carry out any repairs or maintenance to such Hardware. If any such Hardware which proves to be defective under normal use due to defective materials, design and/or workmanship, we will at our option either repair or replace the same or the defect part(s) thereof; (iii) with respect to any Hardware or Software sold by us to you, unless otherwise agreed by us, no warranty will be given by us whatsoever or by any other party save and except the warranty (if any) given by manufacturer(s) or vendor(s) of the Hardware or Software concerned; (iv) this warranty does not include labour costs (except our standard installation costs) nor any on-site maintenance; (v) for the avoidance of doubt, this warranty does not apply to the access kit; and (vi) this warranty does not survive termination of this Agreement.

**7. General Warranties & Liability**

To the extent permitted by law, we disclaim any representation or warranty whether express or implied as to the title, fitness for a particular purpose, merchantability, accuracy or standard of quality of @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE, the Software, the Hardware, the Services and/or any Content, that @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE will be uninterrupted or error free, any obligation to maintain the confidentiality of information (although our current practice is to maintain such confidentiality), the results to be obtained from use of @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE, any Services and/or any Content unless otherwise specifically mentioned in this Agreement. You agree that our liability under this Agreement shall in any event not exceed the total Fees paid by you to us for the immediately preceding twelve months prior to any incident giving rise to the claim. In addition, you agree to indemnify us, and to the extent permitted by law, we expressly disclaim any liability for (i) any damage to or loss of data suffered by you arising from your use of @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE, the Software, the Hardware, the Services and/or any Content; (ii) any claim based in contract, tort, or otherwise for any indirect, special, economic, collateral, incidental, consequential or punitive loss or damage, suffered, sustained or incurred by you or any person arising out of or relating to your use of or inability to use @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE, the Software, the Hardware, the Service, any Content, IP Address and/or Domain Name. For the purposes of this Agreement, indirect or consequential loss or damage includes, without limitation, loss of revenue, profit, anticipated savings, customers or business, loss, corruption or damage to data, voice or other information, loss of goodwill, loss of bargain, loss of opportunities, loss of use or value of any equipment and software, any third party claims, and all associated and incidental costs and expenses; (iii) any claim relating to any Services and/or any Content supplied, provided, sold or made available by or through @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE (or any failure or delay to so supply, provide, sell or make available); (iv) any injury, disease, seizure or loss of consciousness suffered by you or any person who accesses @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE, arising whether directly or indirectly from accessing and using @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE, any of the Services or playing any computer games through @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE; and (v) any withdrawal, disruption, suspension or termination of @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE, any of the Service, IP Address and/or Domain Name or any part thereof which is attributable to an event or circumstance beyond our reasonable control. Under all circumstances, you agree and acknowledge that we shall not be subject to any liability or responsibility for any costs, actions, claims, proceedings, demands, damages, liabilities, losses and expenses caused to you or any third party in relation to any of the Hardware and/or Software resulting from any reason or cause whatsoever.

**8. IP Address and Domain Name**

Applicable to @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE subscription with an Internet Protocol Address ("IP Address") and/or a domain name(s) ("Domain Name"). Any IP Address that is assigned to you for your use by us under this Agreement is neither owned by you nor by us. Such IP Address is allocated to us by regional registries so that we can assign the same to our customers for their use only and our customers shall have no other rights or any title thereto. Any Domain Name that is assigned to you for your use by us under this Agreement is not owned by you and may or may not be owned by us and you shall have no other rights or any title thereto.

You agree that we shall have the right in its sole discretion to suspend or withdraw from any further use of any such IP Address and/or Domain Name at any time with or without notice to you, and without liability or compensation to you or any person or entity whatsoever and you shall have no claim whatsoever against us if we are of the opinion that such IP Address and/or Domain Name belongs to a third party or infringes a third party's rights or is in contravention of any applicable law.

Upon withdrawal or suspension of any use of IP Address and/or Domain Name, or termination of the @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE or this Agreement you shall (i) return such IP Address and/or Domain Name to us immediately; (ii) remove such IP Address set up from your relevant Computer Equipment; and (iii) withdraw from any further use of such IP Address and/or Domain Name whatsoever. In the event that you use or continue using any of such IP Address and/or Domain Name after we have exercised our right to suspend or withdraw such IP Address and/or Domain Name or upon termination of the @WORK MULTI-ACCESS BUSINESS BROADBAND SERVICE or this Agreement, you shall keep us fully indemnified as to any costs, actions, claims, proceedings, demands, damages, liabilities, losses and expenses that may be caused to or suffered by us or our Affiliates as a result thereof.

**9. Term and Termination**

The term of this Agreement shall be for the period specified as the "Contract Term" in the Application Form unless earlier terminated in accordance with this Agreement. The term shall be automatically renewed for successive Contract Terms on the same terms and conditions (but shall exclude terms relating to offers in respect of products or services provided to you free or at a discounted price under the first Contract Term) unless either party gives the other party at least 30 days written notice prior to the expiry of the then Contract Term that it does not wish to so renew.

We may terminate this Agreement at anytime on the giving of at least one calendar month's notice to you or immediately by notice to you if you breach any term of this Agreement. You may terminate this Agreement at any time by giving at least one calendar month prior written notice to us. If this Agreement is terminated by us because you breach a term of this Agreement or by you, before the expiry of a Contract Term, you will immediately upon demand, all accrued charges, a sum equivalent to the total monthly charges (at the then prevailing tariff) for access to @WORK MULTI ACCESS BUSINESS BROADBAND SERVICE payable from the date of early termination to the date of the expiry of that Contract Term and any other sum payable in such event as specified in the Application Form. You acknowledge that this sum payable by you represents a genuine pre-estimate of the loss that we will suffer arising from the provision of resources and staffing and is not a penalty. Such payment is without prejudice to any other rights and remedies that we have against you by reason of the early termination. This Agreement is automatically terminated if (i) you do not sign the Hardware and Software installation authorization letter in accordance with clause 5; or (ii) the installation or configuration activities are not carried out for any reason.

**10. Effect of Termination**

Upon the date of termination of this Agreement (i) all licences, rights and privileges granted to you under the terms of this Agreement shall cease; and (ii) you will not be entitled to a refund of any Fees unless (a) there is a credit balance of at least HK\$30.00 in your account; and (b) such credit balance represents a pre-payment of a monthly subscription fee made by you. Any termination of this Agreement shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision contained in this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

**11. General**

We may appoint agents, assign or sub-contract the whole or any part of our rights and/or obligations contained in this Agreement to any person at any time. You shall not assign, transfer, convey or otherwise dispose of any rights or liabilities under this Agreement to any party without our prior written consent. The English version of these terms and conditions shall prevail over any Chinese version which is provided for information purposes only. If any term or condition of this Agreement becomes or is declared illegal, invalid or unenforceable for any reason, such term or condition shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement. This Agreement shall be governed by Hong Kong law and the parties hereby submit to the exclusive jurisdiction of the Hong Kong courts.



**@WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE TERMS AND CONDITIONS**

**1. Our responsibilities**

"We" and "us" means Hong Kong Telecommunications (HKT) Limited. We will provide you (the Subscriber) the @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE. You should note that we may (i) deactivate @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE at any time without notice to carry out system maintenance, upgrading, testing and/or repairs; (ii) limit or suspend your access to @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE without notice where we are of the opinion that such action is appropriate as a result of your misuse of the Services; (iii) suspend or terminate the @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE without notice to you where we are of the opinion that the @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE is used for spamming activities or sending commercial electronic messages not in accordance with the applicable laws and regulations; (iv) expand, reduce, replace and/or modify any of the Services (in whole or in part) (being any of the services which may be accessed through @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE) or supplied by us together with @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE, or any Content (being any still picture or other series of moving images, whether animated or otherwise, music video, music, data, information and/or other material), goods or services that may be accessed through @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE; (v) amend the amount of any fees, introduce new fees and/or amend the terms and conditions of this Agreement, and/or amend any operating rules which govern your use of @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE by: (a) posting the details of such amendments on [www.biz.netnavigator.com](http://www.biz.netnavigator.com); and/or (b) sending you a notification of such amendments via post or such other means as determined by us, such amendments to take effect 7 days after any such amendments on [www.biz.netnavigator.com](http://www.biz.netnavigator.com) is made and/or on the date as specified in such notification.

**2. Your responsibilities**

You will (i) be responsible for your use and any use by employees, contractors, agents or any other person who uses @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE in the network which is the subject of this Agreement ("Network User"); (ii) not copy, distribute, publish, transmit or otherwise exploit any Content unless you own that Content or possess an appropriate licence; (iii) not use or permit any Network User to use @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE to publish, distribute, transmit or initiate to transmit, circulate, send, cause to be sent or attempt to send any unclassified information, message or content (including but not limited to advertising or other promotional or commercial electronic messages) without the consent of the recipient or otherwise not in accordance with the applicable laws and regulations or any content that is obscene, indecent, seditious, offensive, defamatory, threatening, liable to incite racial hatred, discriminatory, menacing or in breach of confidence; (iv) not hack, break into, access, use or attempt to hack, break into, access or use any part of @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE, or any Content, or any server(s) on our server(s) or any other server(s) which have been authorised by us; (v) not hack, break into, access, use or attempt to hack, break into, access or use any part of any website(s) of any third parties, its contents and/or any data address on any server(s) of any third parties for which you have not been authorised; (vi) not store or upload any kind of tools, software, address-harvesting software, harvested address lists or materials in any storage space reserved by us to you in our server(s) that can be used, in our sole opinion, for hacking or any other illegal, fraudulent, deceptive or improper activity; (vii) not attempt to comply with these terms and conditions; (viii) abide by any applicable laws and regulations of Hong Kong and any operating rules, as amended from time to time, when using @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE; (ix) subject to any other term contained in this Agreement, not assign, transfer or sub-licence all or any part of your rights or obligations under this Agreement; (x) in relation to any content which you upload to @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE, you warrant and represent that you have the right to use such content, to copy, distribute, publish and transmit such Content as is necessary for the operation of @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE, without charge, unless agreed otherwise between you and us; (xi) not use your login ID and password, and ensure that any Network User does not use your login ID and password, to access the internet using @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE from more than one computer at any one time. You acknowledge that (i) no unused "free usage hours" of access time may be carried forward to the following month; and (ii) except for that Content which is supplied by us as principal, it is not our policy to exercise any editorial control over or to edit or amend any Content before it is transmitted or made available through @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE. However, you hereby authorise us to amend or delete any Content which is uploaded or otherwise provided by you where any such Content is, in our sole opinion, defamatory, in breach of copyright, illegal or otherwise not appropriate to be accessed by or through using @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE. You agree to indemnify us against any action, liability, cost, claim, loss, damage, proceeding, and/or expense suffered or incurred by us arising from or which is related to (i) your use, any Network Users' use and/or any other company's use of @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE where such company was able to access @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE with your authority; (ii) any breach or non-observance of any term of this Agreement by you or any Network User.

If we request personal data from you that constitutes Personal Data (meaning Personal Data as that term is used in the Personal Data (Privacy) Ordinance) you may decline to provide the Personal Data but in that event we may decline to provide @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE to you. You agree that we may use the Personal Data for any and all of the following purposes: (a) provision @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE to you (including the transfer of such Personal Data to other telecommunications network providers or third parties as necessary for the provision of @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE); (b) matching (as defined in the Personal Data (Privacy) Ordinance) the Personal Data with other data collected for other purposes and from other sources including third parties in relation to the provision of @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE; (c) marketing of goods and/or services by us, our agents, affiliates (meaning any other entity which directly or indirectly controls us, is controlled by us, or is under common control with us) or related companies of @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE; (d) improving the quality of goods and/or services in relation to provisioning of @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE; (e) processing of any benefits arising out of or in connection with @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE; (f) analysing, verifying and/or checking your credit, payment and/or status in relation to provision of @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE; (g) processing of any payment instructions, direct debit facilities and/or credit facilities in relation to provisioning @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE as requested by you; (h) enabling the daily operation of your account and/or the collection of amounts outstanding in your account in relation to @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE; (i) enabling us to comply with our obligations to interconnect with other industry practices; (j) keeping you informed of other services we provide; (k) prevention or detection of crime; (l) disclosure as required by law; (m) operating and maintaining our services and Software; and (n) for any other purpose for which we are permitted to be connected with those businesses and including the purposes listed in sub-clauses (a) to (l) above as if @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE included a reference to those businesses; and (o) any other purposes as may be agreed to by the parties. You agree that the Personal Data may be disclosed and transferred in Hong Kong or in places outside Hong Kong to our affiliates, agents, contractors, telecommunications operators, any other third parties, including collection agencies, credit reference agencies, security agencies, credit providers or other financial institutions and any of our actual or proposed assignees or transferees of our rights with respect to you for such person to use, disclose, hold, process, retain or transfer for the purposes listed in this paragraph. In addition to the foregoing, you grant to us, our Affiliates, agents and contractors the right to use, publish, reproduce and/or otherwise use and/or trade name in any marketing, promotional and/or advertisement material for the purpose listed in sub-clause (c) above.

You shall, as soon as practicable, notify us of any changes of address or any other particulars provided to us which may affect the provision of @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE to you. You agree that you shall provide us with information relating to you and your use of @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE reasonably required by us: (a) to assist us in complying with our obligations under any applicable law; (b) to report to any government agency regarding compliance with those obligations; and (c) to assist whether or not you have completed, are completing and will be able to continue to comply with all of your obligations under this Agreement. If you do not provide us with this information within a business day, you licence us and our authorised representatives during the term of this Agreement and for 3 months after its termination, to enter the premises owned or occupied by you during business hours, after giving reasonable notice, for the purpose of obtaining any information requested under this paragraph.

You acknowledge and agree that we may check your storage space as assigned by us to you in our server(s) if required to do so by law or if in good faith we reasonably believe that such checking is necessary to: (i) enforce the terms of this Agreement; (ii) respond to claim(s) by third parties that your use or any Network User's use of @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE violates the rights of third parties, is illegal or improper; or (iii) protect the rights, property or safety of @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE, its users, or other websites and the public.

**3. Payment**

We will send you an invoice every month with a list of all Fees (being Fees for Hardware (i.e. that Hardware specified in your application form, the "Application Form") which is supplied to you to access @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE) purchase, Software (i.e. that Software which is supplied to you to access @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE) licence, installation, monthly subscription, storage, Content, PNETS charges and any other relevant fees and charges current from time to time) which relate to your use of @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE and the Application Form. We will provide you with a hard copy of the invoice if you pay the full amount of additional handling charge set out on the Application Form. You agree to pay the full amount of such invoice by the payment method authorised by you on the Application Form, such payment to be made before the due date for payment as specified on the invoice. You hereby authorise us to charge your credit or charge card with the full amount of such invoice at any time before the due date for payment on the invoice, such authorisation to continue after the expiry date on such card (and where you are not the cardholder, you hereby agree to procure such authorisation from the cardholder). Any disputes regarding an invoice must be raised within 30 days of the date of the invoice notwithstanding, where relevant, any terms to the contrary in any cardholder agreement with the bank. Please note that no credit or refund is available in respect of any time when @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE is "down" or suspended. If you have not paid any invoice by the due date, we reserve the right to charge interest on any outstanding amount at 2% per month until the invoice has been paid in full and to charge a handling fee, collection agency fee, reconnection fee and/or require a security deposit if your access to @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE is suspended or terminated before payment is made. We reserve the right to withhold providing the

Services until full payment of the Fees and notwithstanding the suspension of the Services, you are still liable to pay the monthly subscription fee, Software (i.e. that software which is supplied to you by us in relation to the Services under this Agreement) licence, storage, Content, PNETS charges and any other relevant fees and charges current from time to time for the Services for the period until the date of the termination of the Services or the resumption of the Services (as the case may be). We reserve the right to transfer any amount that is owing to you or due from you under any of your accounts, if you have more than one account with us, so as to settle any outstanding amount due to us under any of your accounts whether they have been terminated or suspended. You acknowledge that if we invoice you for Content as agent for a third party provider of that Content, we are not the supplier of that Content.

**4. Software Licence**

We hereby grant you a non-exclusive and non-transferable licence for you to store, run and use the Software on your computer for the purpose of enabling you to reconfigure your computer equipment in accordance with clause 5 and otherwise in accordance with the terms and conditions of this Agreement and the software licence which accompanies the Software but not further. Except to the extent permitted by law, you shall not alter, modify, adapt or translate the Software nor decompile, disassemble or reverse engineer the same nor attempt to do any such thing.

**5. Hardware and Connection**

You agree (i) that the provision of access to @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE is subject to the reconfiguration of your Computer Equipment (being the router, personal computer, or other device and other equipment referred to in the Application Form) and the installation of the relevant Hardware and Software; (ii) to authorise our agents or our authorised agents to reconfigure your Computer Equipment and install the relevant Hardware and Software to enable us to provide the Services to you; (iii) that it will be your responsibility prior to installation or configuration of Hardware or Software in this clause 5 to back up data on your Computer Equipment and inform us if any configuration or installation by us likely to invalidate any support arrangement or other functions of your Computer Equipment; (iv) that we reserve the right not to reconfigure your Computer Equipment or install the related Hardware or Software as we deem appropriate and at our discretion; (v) that you will not use any other Hardware in place of the Hardware supplied to you under this Agreement to access @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE without our written consent; (vi) that we will not be liable for any loss or damage (including loss of data, profits, goodwill, bargain, opportunity or anticipated savings) suffered by you or any other person arising directly and/or indirectly from any configuration or installation activities (which includes removal and installation of Hardware and/or Software) under this clause 5; and (vii) it is your responsibility to install Software and reconfigure your network computer equipment to enable your network to access @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE.

You warrant that you own the Computer Equipment on which we conduct configuration and installation activities pursuant to this clause 5. If you do not own the Computer Equipment you agree to obtain the consent of the relevant owner of the Computer Equipment before we will carry out any such activities. The configuration and installation activities pursuant to this clause 5 and the provision of Services under this Agreement are both subject to your Computer Equipment meeting Basic Requirements for configuration as specified on the Application Form.

**6. Hardware Warranty**

You agree that: (i) with respect to any Hardware rented to you by us or on loan to you from us free of charge, upon termination of this Agreement you will make such Hardware available for removal or return it to us in the same condition as originally installed, fair wear and tear excepted and you will indemnify us for all charges for restoration of such Hardware to such condition. If you do not return such Hardware or make it available for removal by us, you will be liable for its then current market value. The title of such Hardware will remain with us. You will, however be liable for repair charges or the replacement cost of such Hardware if it is damaged or lost due to theft, negligence, intentional acts, authorized acts or other causes within the reasonable control of you, your agents or employees. You will not part with possession or control of such Hardware and you will not permit anyone other than us to carry out any repairs or maintenance to such Hardware. If any such Hardware which proves to be defective under normal use due to defective materials, design and/or workmanship, we will at our option either repair or replace the same or the defect part(s) thereof; (ii) with respect to any Hardware or Software sold by us to you, unless otherwise agreed by us, no warranty will be given by us whatsoever or by any other party save and except the warranty (if any) given by manufacturer(s) or vendor(s) of the Hardware or Software concerned; (iii) this warranty does not include labour costs (except our standard installation costs) nor any on-site maintenance; (iv) for the avoidance of doubt, this warranty does not apply to the access kit; and (v) this warranty does not survive termination of this Agreement.

**7. General Warranties & Liability**

To the extent permitted by law, we disclaim any representation or warranty whether express or implied as to the title, fitness for a particular purpose, merchantability, accuracy or standard of quality of @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE, the Software, the Hardware, the Services and/or any Content, that @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE will be uninterrupted or error free, any obligation to maintain the confidentiality of information (although our current practice is to maintain such confidentiality), the results to be obtained from use of @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE, any Services and/or any Content unless otherwise specifically mentioned in this Agreement. You agree that our liability under this Agreement shall in any event not exceed the total Fees paid by you to us for the immediately preceding twelve months prior to any incident giving rise to a claim. In the absence of our negligence or deliberate act, and to the extent permitted by law, we expressly disclaim any liability for (i) any damage to or loss of data suffered by you arising from your use of @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE, the Software, the Hardware, the Services and/or any Content; (ii) any claim based in contract, tort, or otherwise for any indirect, special, economic, collateral, incidental, consequential or otherwise damages, suffered, sustained or incurred by you or any person arising out of or relating to your use or inability to use @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE, the Software, the Hardware, the Services, any Content, IP Address and/or Domain Name. For the purposes of this Agreement, indirect or consequential loss or damage includes, without limitation, loss of revenue, profit, anticipated savings, customers or business, loss, corruption or damage to data, voice or other information, loss of goodwill, loss of bargain, loss of opportunities, loss of use or value of any equipment and software, any third party claims, and, all associated and incidental costs and expenses; (iii) any claim relating to any Services and/or any Content supplied, provided, sold or made available by or through @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE (or any failure or delay to so supply, provide, sell or make available); (iv) any injury, disease, seizure or loss of consciousness suffered by you or any person who accesses @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE, arising whether directly or indirectly from accessing and using @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE, any of the Services or playing any computer games through @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE; and (v) any withdrawal, disruption, suspension or termination of @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE, any of the Services, IP Address and/or Domain Name or any part thereof which is attributable to an event or circumstance beyond our reasonable control. Under all circumstances, you agree and acknowledge that we shall not be subject to any liability or responsibility for any costs, actions, claims, proceedings, demands, damages, liabilities, losses and expenses caused to you or any third party in relation to any of the Hardware and/or Software resulting from any reason or cause whatsoever.

**8. IP Address and Domain Name**

Applicable to @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE subscription with an Internet Protocol Address ("IP Address") and/or a domain name(s) ("Domain Name"). Any IP Address that is assigned to you for your use by us under this Agreement is neither owned by you nor by us. Such IP Address is allocated to you by regional registries so that we can assign the same to our customers for their use only and our customers shall have no other rights or any title thereto. Any Domain Name that is assigned to you for your use by us under this Agreement is not owned by you and may or may not be owned by you and you shall have no other rights or any title thereto.

You agree that we shall have the right in its sole discretion to suspend or withdraw from any further use of any such IP Address and/or Domain Name at any time with or without notice to you, and without liability or compensation to you or any person or entity whatsoever and you shall have no claim whatsoever against us if we are of the opinion that such IP Address and/or Domain Name belongs to a third party or infringes a third party's rights or is in contravention of any applicable law.

Upon withdrawal or suspension of any use of IP Address and/or Domain Name, or termination of the @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE or this Agreement you shall (i) return such IP Address and/or Domain Name to us immediately; (ii) remove such IP Address set up from your relevant Computer Equipment; and (iii) withdraw from any further use of such IP Address and/or Domain Name whatsoever. In the event that you use or continue using any of such IP Address and/or Domain Name after we have exercised our right to suspend or withdraw such IP Address and/or Domain Name or upon termination of the @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE or this Agreement, you shall keep us fully indemnified as to any costs, actions, claims, proceedings, demands, damages, liabilities, losses and expenses that may be caused to or suffered by us or our Affiliates as a result thereof.

**9. Term and Termination**

The term of this Agreement shall be for the period specified as the "Contract Term" in the Application Form unless earlier terminated in accordance with this Agreement. The term shall be automatically renewed for successive Contract Terms on the same terms and conditions (but shall exclude terms relating to offers in respect of products or services provided to you free or at a discounted price under the first Contract Term) unless either party gives the other party at least 30 days written notice prior to the expiry of the then Contract Term that it does not wish to so renew.

We may terminate this Agreement at anytime on the giving of at least one calendar month's notice to you or immediately by notice to you if you breach any term of this Agreement. You may terminate this Agreement at any time by giving at least one calendar month prior written notice to us. If this Agreement is terminated by us because you breach a term of this Agreement or by you, before the expiry of a Contract Term, you will pay to us immediately upon demand, all accrued charges, a sum equivalent to the total monthly charges (at the then prevailing tariff) for access to @WORK "PREMIER" MULTI-ACCESS BUSINESS BROADBAND SERVICE payable from the date of early termination to the date of the expiry of that Contract Term and any other sum payable in such event as specified in the Application Form. You acknowledge that this sum payable by you represents a genuine pre-estimate of the loss that we will suffer arising from the provision of resources and staffing and is not a penalty. Such payment is without prejudice to any other rights and remedies that we have against you by reason of the early termination. This Agreement is automatically terminated if (i) you do not sign the Hardware and Software Installation authorisation letter in accordance with clause 5; or (ii) the installation or configuration activities are not carried out for any reason.

**10. Effect of Termination**

Upon the date of termination of this Agreement (i) all licences, rights and privileges granted to you under the terms of this Agreement shall cease; and (ii) you will not be entitled to a refund of any Fees unless (a) there is a credit balance of at least HK\$30.00 in your account, and (b) such credit balance represents a pre-payment of a monthly subscription fee made by you. Any termination of this Agreement shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision contained in this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

**11. General**

We may appoint agents, assign or sub-contract the whole or any part of our rights and/or obligations contained in this Agreement to any person at any time. You shall not assign, transfer, convey or otherwise dispose of any rights or liabilities under this Agreement to any party without our prior written consent. The English version of these terms and conditions shall prevail over any Chinese version which is provided for information purposes only. If any term or condition of this Agreement becomes or is declared illegal, invalid or unenforceable for any reason, such term or condition shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement. This Agreement shall be governed by Hong Kong law and the parties hereby submit to the exclusive jurisdiction of the Hong Kong courts.



## ALWAYS-ON BROADBAND INTERNET ACCESS SERVICE TERMS AND CONDITIONS

### 1. Our responsibilities

"We" and "us" means Hong Kong Telecommunications (HKT) Limited. We will provide you (the "Customer") with ALWAYS-ON BROADBAND INTERNET ACCESS SERVICE. You should note that we may (i) deactivate ALWAYS-ON BROADBAND INTERNET ACCESS SERVICE at any time without notice to carry out system maintenance, upgrading, testing and/or repairs; (ii) limit or suspend your access to ALWAYS-ON BROADBAND INTERNET ACCESS SERVICE without notice where we are of the opinion that such action is appropriate as a result of your use of ALWAYS-ON BROADBAND INTERNET ACCESS SERVICE; (iii) without limiting the generality of sub-clause (ii) above, suspend and/or terminate the ALWAYS-ON BROADBAND INTERNET ACCESS SERVICE without notice to you where we are of the opinion that the ALWAYS-ON BROADBAND INTERNET ACCESS SERVICE is used for spamming activities or sending commercial electronic messages not in accordance with the applicable laws and regulations; (iv) expand, reduce, replace and/or modify any of the Services (in whole or in part) (being any of the Services which may be accessed through ALWAYS-ON BROADBAND INTERNET ACCESS SERVICE or supplied by us together with ALWAYS-ON BROADBAND INTERNET ACCESS SERVICE), or any Content (being any still picture or other series of moving images, whether animated or otherwise, music video, music, data, information and/or other material, goods or services that may be accessed through ALWAYS-ON BROADBAND INTERNET ACCESS SERVICE); (v) amend the amount of any fees, introduce new fees and/or amend the terms and conditions of this Agreement, and/or amend any operating rules which govern your use of ALWAYS-ON BROADBAND INTERNET ACCESS SERVICE by: (a) posting the details of such amendments on [www.biz.netvector.com](http://www.biz.netvector.com) and/or (b) sending you a notification of such amendments via post or such other means as determined by us, such amendments to take effect 7 days after any such posting on [www.biz.netvector.com](http://www.biz.netvector.com) is made and/or on the date as specified in such notification is made.

### 2. Term

The term of this Agreement shall be for the period specified as the "Contract Term" in your application form (the "Form") unless earlier terminated in accordance with this Agreement. The term shall be automatically renewed for successive Contract Terms on the same terms and conditions unless you give us written notice of your intention to terminate the services provided to you free or at a discounted price under the first Contract Term unless either party gives the other party at least 30 days written notice prior to the expiry of the then Contract Term that it does not wish to so renew.

### 3. Your responsibilities

You will (i) be strictly and solely responsible for any and all uses of the Services the subject of this Agreement by any person, including any accessing and use of the Content, and you agree that any such use will be treated by us as a use by you, whether or not that use was authorised by you; (ii) not copy, distribute, publish, transmit, make available, infringe any intellectual property rights or otherwise exploit any Content unless you own that Content or possess an appropriate licence; (iii) not use or permit any Network User to use the Services to publish, distribute, transmit or initiate to transmit, circulate, send, cause to be sent or attempt to send any unsolicited information, message or content (whether they are for advertising or promotional purposes or otherwise), or any commercial messages without the consent of the recipient or otherwise not in accordance with the applicable laws and regulations or any content that is obscene, indecent, seditious, offensive, defamatory, threatening, liable to incite racial hatred, discriminatory, menacing or in breach of confidence; (iv) not hack, break into, access, or by other unauthorised means use or attempt to hack, break into, access or by other unauthorised means use any part of the Services, the Content and/or any data areas and/or any of our server(s) for which you have not been authorised by us; (v) not hack, break into, access, use or attempt to hack, break into, access or use any part of any website(s) of any third parties, its contents and/or any data areas on any server(s) of any third parties for which you have not been authorised; (vi) not store or upload any kind of tools, software, address-harvesting software, harvested-address lists or materials in any storage space assigned by us to you in our server(s) that can be used, in our sole opinion, for hacking or any other illegal, fraudulent, deceptive or improper purpose; (vii) ensure that each of the Designated Users (being all those individuals authorised by you to use the Services) comply with these terms and conditions; (viii) abide by all relevant laws of Hong Kong SAR and any operating rules, as amended from time to time, when using the Services; (ix) subject to any other term contained in this Agreement, not assign, transfer or sub-license all or any part of your rights or obligations under this Agreement; (x) not to use the Services in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality) or a violation or infringement of any statutory duty or obligation or any duty or obligation in contract, tort or otherwise, to any third party; and (xi) not use your login ID and password, and ensure that any other person does not use your login ID and password, to access the internet using the Services from more than one computer at any one time. You acknowledge that (i) no unused "free usage hours" of access time may be carried forward to the following month; and (ii) except for that Content which is supplied by us as principal, it is not our policy to exercise any editorial control over or to edit or amend any Content before it is transmitted or made available through the Services. You agree to indemnify us against any action, liability, cost, claim, loss, damage, proceeding and/or expense suffered or incurred by us arising from or which is related to (i) your use, any Designated Users use and/or any other company's use of the Services where such company was able to access the Services with your authority; (ii) any breach or non-observance of any term of this Agreement by you or any Designated User.

You acknowledge and agree that we may check your storage space as assigned by us to you in our server(s) if required to do so by law or if in good faith we reasonably believe that such checking is necessary to: (i) enforce the terms of this Agreement; (ii) respond to claim(s) by third parties that use of the Services by you or any other person, whether or not that use was authorised by you, violates the rights of third parties, is illegal or improper; or (iii) protect the rights, property or safety of the Services, its users, other websites and the public.

### 4. Payment

We will send you an invoice every month with a list of all Fees (being fees for Hardware (i.e. that hardware specified on the Form) purchase or rental, Software (i.e. that software which is supplied to you by us in relation to the Services under this Agreement) licence, installation, monthly charge, storage, Content, PNETS charges and any other relevant fees and charges current from time to time) which relate to your use of the Services and/or any Content. You agree to pay the full amount of such invoice, such payment to be made before the due date for payment as specified on the invoice. Any disputes regarding an invoice must be raised within 30 days of the date of the invoice notwithstanding, where relevant, any terms to the contrary in any cardholder agreement with the bank. Unless otherwise agreed by us, please note that no credit or refund is available in respect of any time when the Services is "down" or suspended. If you have not paid any invoice by the due date, we reserve the right to charge interest on any outstanding amount at 2% per month until the invoice has been paid in full and to charge a handling fee, collection agency fee, reconnection fee and/or require a security deposit if your access to the Services is suspended or terminated before payment is made. We reserve the right to withhold providing the Services until full payment of the Fees and notwithstanding the suspension of the Services, you are still liable to pay the monthly subscription fee, Software (i.e. that software which is supplied to you by us in relation to the Services under this Agreement) licence, storage, Content, PNETS charges and any other relevant fees and charges current from time to time for the Service suspension period until the date of the termination of the Services or the resumption of the Services (as the case may be). We reserve the right to transfer any amount that is owing to you or due from you under any of your accounts, if you have more than one account with us, so as to settle any outstanding amount due to us under any of your accounts whether they have been terminated or suspended. In the event of any dispute between us and the Customer relating to any charges billed by us, our books and records shall be conclusive evidence of all such charges incurred by the Customer. You acknowledge that if we invoice you for Content as agent for a third party provider of that Content, we are not the supplier of that Content. We reserve the right to alter the monthly subscription fee at any time by giving you at least one (1) month prior notice and you shall pay on demand such altered monthly subscription fee.

### 5. Software Licence

We hereby grant to you a non-exclusive and non-transferable licence for you to store, run and use the Software on your computer in accordance with the terms and conditions of this Agreement and the software licence which accompanied the Software but not further or otherwise. Except to the extent permitted by law, you shall not alter, modify, adapt or translate the Software nor decompile, disassemble or reverse engineer the same nor attempt to do any such thing.

### 6. Service Provisioning

You agree (i) that the provision of the Services is subject to the reconfiguration of your computer equipment and the installation of the relevant Hardware and Software; (ii) to authorise us or our authorised agents to reconfigure your computer equipment and install the relevant Hardware and Software to enable us to provide the Services to you; (iii) that it will be your responsibility prior to installation or configuration of Hardware or Software in this clause 6 to back up data on your computer equipment and inform us if any configuration or installation by us is likely to invalidate any support arrangements or other functions of your computer equipment; (iv) that we reserve the right not to reconfigure your computer equipment or install the related Hardware or Software as we deem appropriate and at our discretion; (v) that we will not be liable for any loss or damage (including loss of data, profits, goodwill, bargain, opportunity or anticipated savings) suffered by you or any other person arising directly and/or indirectly from our configuration or installation activities under this clause 6. You warrant that you own the computer equipment on which we conduct configuration and installation activities pursuant to this clause 6. If you do not own the computer equipment you agree to obtain the consent of the relevant owner of the computer equipment before we will carry out any such activities. The configuration and installation activities pursuant to this clause 6 and the provision of Services under this Agreement are both subject to your computer equipment meeting Basic Requirements (if any) for configuration as specified on the Form.

### 7. Warranty and Maintenance

You agree that (i) with respect to any Hardware rent to you by us or on loan to you from us free of charge, upon termination of this Agreement, you will make such Hardware available for removal or return to us in the same condition as originally installed, fair wear and tear excepted or you will indemnify us for all charges for restoration of such Hardware to such condition. If you do not return such Hardware or make it available for removal by us, you will be liable for its then current market value. The title of such Hardware will remain with us. You will, however, be liable for repair charges or the replacement cost of such Hardware if it is damaged or lost due to theft, negligence, intentional acts, authorized acts or other causes within the reasonable control of you, your agents or employees. You will not part with possession or control of such Hardware and you will not permit anyone other than us to carry out any repairs or maintenance to such Hardware. If any such Hardware which proves to be defective under normal use due to defective materials, design and/or workmanship, we will at our option either repair or replace the same or the defect part(s) thereof; and (ii) with respect to any Hardware or Software sold by us to you, unless otherwise agreed by us, no warranty will be given by us whatsoever or by any other party save and except the warranty (if any) given by manufacture(s) or vendor(s) of the Hardware or Software concerned.

### 8. General Warranties & Liability

To the extent permitted by law, we disclaim any representation or warranty whether express or implied as to the title,

fitness for a particular purpose, merchantability, accuracy or standard of quality of the Services, the Software, the Hardware, and/or any Content, that the Services will be uninterrupted or error free, any obligation to maintain the confidentiality of information (although our current practice is to maintain such confidentiality), the results to be obtained from use of the Services and/or any Content unless otherwise specifically mentioned in this Agreement. You agree that our liability under this Agreement shall in any event not exceed the total monthly charge paid by you to us for the immediately preceding twelve months prior to any incident giving rise to a claim. In the absence of our negligence or deliberate act, and to the extent permitted by law, we expressly disclaim any liability for (i) any damage to or loss of data suffered by you arising from your use of the Services; (ii) any claim based in contract, tort, or otherwise for any indirect, special, economic, collateral, incidental, consequential or punitive loss or damage, suffered, sustained or incurred by you or any person arising out of or relating to your use of or inability to use ALWAYS-ON BROADBAND INTERNET ACCESS SERVICE, the Software, the Hardware, the Service, any Content, IP Address and/or Domain Name. For the purposes of this Agreement, indirect or consequential loss or damage includes, without limitation, loss of revenue, profit, anticipated savings, customers or business, loss, corruption or damage to data, voice or other information, loss of goodwill, loss of bargain, loss of opportunities, loss of use or value of any equipment and software, any third party claims, and, all associated and incidental costs and expenses; (iii) any claim relating to any Content supplied, provided, sold or made available by or through the Services (or any failure or delay to so supply, provide, sell or make available); (iv) any injury, disease, seizure or loss of consciousness suffered by you or any person who uses the Services, arising whether directly or indirectly from using the Services; and (v) any withdrawal, disruption, suspension or termination of the Services, any of the Service, IP Address and/or Domain Name or any part thereof which is attributable to an event or circumstance beyond our reasonable control. Under all circumstances, you agree and acknowledge that we shall not be subject to any liability or responsibility for any costs, actions, claims, proceedings, demands, damages, liabilities, losses and expenses caused to you or any third party (i) arising from accident, omission, default, negligence or any other act of us, our employees or agents or (ii) in relation to any of the Hardware and/or Software resulting from any reason or cause whatsoever.

### 9. Personal Data

If we request personal data from you that constitutes Personal Data (meaning Personal Data as that term is used in the Personal Data (Privacy) Ordinance), you may decline to provide the Personal Data but in that event we may decline to provide the Services to you. You agree that we may use the Personal Data for any and all of the following purposes: (a) provision the Services to you (including the transfer of such Personal Data to other telecommunications network providers or third parties as necessary for the provision of the Services); (b) matching (as defined in the Personal Data (Privacy) Ordinance) the Personal Data with other data collected for other purposes and from other sources including third parties in relation to the provision of the Services; (c) marketing of goods and/or services by us, our agents, Affiliates (meaning any other entity which directly or indirectly controls us, is controlled by us, or is under common control with us) or subsidiaries, in relation to the Services; (d) improving of goods and/or services in relation to provisioning of the Services; (e) processing of any benefits arising out of or in connection with the Services; (f) analysing, verifying and/or checking your credit, payment and/or status in relation to provision of the Services; (g) processing of any payment instructions, direct debit facilities and/or credit facilities in relation to provisioning the Services or requested by you; (h) enabling the daily operation of your account and/or the collection of amounts outstanding in your account in relation to the Services; (i) enabling us to comply with our obligations to interconnect or other industry practices; (j) keeping you informed of other services we provide; (k) prevention or detection of crime; (l) disclosure as required by law; (m) the operation of all other businesses conducted by us and/or our Affiliates from time to time and all related purposes connected with those businesses and including the purposes listed in sub-clauses (a) to (l) above as if ALWAYS-ON BROADBAND INTERNET ACCESS SERVICE included a reference to those other businesses; and (n) any other purposes as may be agreed to by the parties. You agree that the Personal Data may be disclosed and transferred in Hong Kong or in places outside Hong Kong to our Affiliates, agents, contractors, telecommunications operations, any other third parties, including collection agencies, credit reference agencies, security agencies, credit providers or other financial institutions and any of our actual or proposed assignees or transferees of our rights with respect to you for such personal use, disclose, hold, process, retain or transfer for the purposes listed in this paragraph. In addition to the foregoing, you grant to us, our Affiliates, agents and contractors the right to use, publish, reproduce and display your customer name and/or trade name in any marketing, promotional and/or advertisement material for the purpose listed in sub-clause (a) above.

You shall, as soon as practicable, notify us of any changes of address or any other particulars provided to us which may affect the provision of the Services to you. On our request, you shall provide us with information relating to you and your use of the Services reasonably required by us: (a) to assist us in complying with our obligations under any applicable law; (b) to report to any government agency regarding compliance with those obligations; and (c) to assess whether or not you have completed, are complying and will be able to continue to comply with all of your obligations under this Agreement. If you or your authorised representatives fail to provide us with such information within 2 business days of our request, we shall be entitled to suspend the term of the Agreement and for 3 months after its termination, to enter the premises owned or occupied by you during business hours, after giving reasonable notice, for the purpose of obtaining any information requested under this paragraph.

### 10. IP Address and Domain Name

Applicable to ALWAYS-ON BROADBAND INTERNET ACCESS SERVICE subscription with an Internet Protocol Address ("IP Address") and/or a domain name(s) ("Domain Name"). Any IP Address that is assigned to you for your use by us under this Agreement is neither owned by you nor by us. Such IP Address is allocated to you by regional registries so that we can assign the same to our customers for their use only and our customers shall have no other rights or any title thereto. Any Domain Name that is assigned to you for your use by us under this Agreement is not owned by you and may or may not be owned by us and you shall have no other rights or any title thereto.

You agree that we shall have the right in its sole discretion to suspend or withdraw from any further use of any such IP Address and/or Domain Name at any time with or without notice to you, and without liability or compensation to you or any person or entity whatsoever and you shall have no claim whatsoever against us if we are of the opinion that such IP Address and/or Domain Name belongs to a third party or infringes a third party's rights or is in contravention of any applicable law.

Upon withdrawal or suspension of any use of IP Address and/or Domain Name, or termination of the ALWAYS-ON BROADBAND INTERNET ACCESS SERVICE or this Agreement you shall (i) return such IP Address and/or Domain Name to us immediately; (ii) remove such IP Address set up from your relevant Computer Equipment; and (iii) withdraw from any further use of such IP Address and/or Domain Name whatsoever. In the event that you use or continue using any of such IP Address and/or Domain Name after we have exercised our right to suspend or withdraw such IP Address and/or Domain Name or upon termination of the ALWAYS-ON BROADBAND INTERNET ACCESS SERVICE or this Agreement, you shall keep us fully indemnified as to any costs, actions, claims, proceedings, demands, damages, liabilities, losses and expenses that may be caused to or suffered by us or our Affiliates as a result thereof.

### 11. Termination

We may terminate this Agreement at any time on the giving of at least one calendar month notice to you or immediately by notice to you if you breach any term of this Agreement. You may terminate this Agreement by giving at least one calendar month prior written notice to us. Where we terminate this Agreement because you breach a term of this Agreement or you terminate this Agreement, before the expiry of a Contract Term, you will pay to us immediately upon demand, all accrued charges, a sum equivalent to the total monthly charges (at the then prevailing tariff) for access to ALWAYS-ON BROADBAND INTERNET ACCESS SERVICE payable from the date of early termination and to the date of the expiry of the Contract Term and any other sum payable in such event as specified in the Form. You acknowledge that this sum payable by you represents a genuine pre-estimate of the loss that we will suffer arising from the provision of resources and staffing and is not a penalty. Such payment is without prejudice to any other rights and remedies that we have against you by reason of the early termination. This Agreement may be terminated at our option if any installation or configuration activities are not carried out for any reason.

### 12. Effect of Termination

Upon the date of termination of this Agreement (i) all licences, rights and privileges granted to you under the terms of this Agreement shall cease; (ii) we will not be entitled to a refund of any Fees unless (a) there is a credit balance of at least HK\$30.00 in your account; (b) such credit balance represents pre-payment of a monthly charge made by you; and (c) that this Agreement is terminated by us and without any breach of this Agreement on your part. Any termination of this Agreement shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision contained in this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination, including without limitation clause 11.

### 13. General

We may appoint agents, assign or sub-contract the whole or any part of our rights and/or obligations contained in this Agreement to any person at any time. You shall not assign, transfer, convey or otherwise dispose of any rights or liabilities contained in this Agreement to any other person without our prior written consent. The English version of these terms and conditions shall prevail over any Chinese version (if any) which is provided for information purposes only. If any term or condition of this Agreement becomes or is declared illegal, invalid or unenforceable for any reason, such term or condition shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement. This Agreement shall be governed by law of Hong Kong SAR and the parties hereby submit to the exclusive jurisdiction of the courts of Hong Kong SAR. We shall not be under any liability for any loss or damage resulting from delay or failure to perform this Agreement either in whole or in part where such delay or failure shall be due to causes beyond our reasonable control, or which is not occasioned by our fault or negligence, including, but not limited to, war, the threat of imminent war, riots or other acts of civil disobedience, insurrection, acts of God, restraints imposed by governments or any other supernatural legal authority or any other industrial or trade disputes, fires, explosions, storms, floods, lightning, earthquakes and other natural calamities. This Agreement and the Form embody the entire understanding between the parties and there are no promises, terms, conditions or obligations, oral or written expressed or implied other than those contained in this Agreement and the Form save as amendments or variation of any provisions herein made by us under clause 1 hereof. In the event of any conflict, ambiguity, or inconsistency between this Agreement and the Form, the Form shall take precedence over this Agreement in resolving any such conflict, ambiguity or inconsistency. No failure or delay on the part of the parties hereto to exercise any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise by either of the party of any right, power or remedy. The rights, powers and remedies provided herein are cumulative and are not exclusive of any rights, powers or remedies by law.









**ATM INTERNET ACCESS SERVICE TERMS AND CONDITIONS**

**1. Our responsibilities**  
 We and "us" means Hong Kong Telecommunications (HKT) Limited. We will provide you (the "Customer") with ATM INTERNET ACCESS SERVICE. You should note that we may (i) deactivate ATM INTERNET ACCESS SERVICE at any time without notice to you; (ii) suspend or suspend and/or restrict your access to ATM INTERNET ACCESS SERVICE without notice where we are of the opinion that such action is appropriate as a result of your use of ATM INTERNET ACCESS SERVICE; (iii) without limiting the generality of sub-clause (i) above, suspend and/or terminate the ATM INTERNET ACCESS SERVICE without notice to you where we are of the opinion that the ATM INTERNET ACCESS SERVICE is used for spamming activities or sending other messages not in accordance with the applicable laws and regulations; (iv) expand, reduce, replace and/or modify any of the Services (in whole or in part) (being the provision of ATM INTERNET ACCESS SERVICE by us and any of the Services which may be accessed through ATM INTERNET ACCESS SERVICE or supplied by us together with ATM INTERNET ACCESS SERVICE); or (v) Content (being any still picture or other series of moving images, whether animated or otherwise, music, data, information and/or other material, goods or services that may be accessed through ATM INTERNET ACCESS SERVICE); (vi) amend the amount of any fees, introduce new fees and/or amend the terms and conditions of this Agreement, and/or amend any operating rules which govern your use of ATM INTERNET ACCESS SERVICE; (b) posting the details of such amendments on [www.biz.netigator.com](http://www.biz.netigator.com); and/or (b) sending you a notification of such amendments via post or such other means as determined by us, such amendments to take effect 7 days after any such posting on [www.biz.netigator.com](http://www.biz.netigator.com) is made and/or on the date as specified in such notification.

**2. Term**  
 The term of this Agreement shall be for such period specified as the "Term" (the "Initial Term") in your application form (the "Form") unless earlier terminated in accordance with this Agreement. This Agreement shall be automatically renewed at the end of the (i) Initial Term and (ii) each of the renewed term, for such period equal to the Initial Term (the "Renewed Term") on the same terms and conditions (save for the terms relating to offers in respect of products or services provided to you free or at a discounted price under the Initial Term unless either party gives the other party at least 30 days written notice prior to the expiry of the Initial Term or each of the Renewed Term that it does not wish to so renew).

**3. Your responsibilities**  
 You will (i) be strictly and solely responsible for any and all uses of the Services subject to this Agreement by any person, including any access to the Content, and you agree that any such use shall be treated by us as a use by you, whether or not that use was authorised by you; (ii) not copy, distribute, publish, transmit, make available, infringe, intellectual property rights or otherwise exploit any Content unless you own that Content or possess an appropriate licence; (iii) not use or permit any Network User to use the Services to publish, distribute, transmit or initiate to transmit, circulate, send, cause to be sent or attempt to be sent, break into, access or use any Content (whether they are for advertising or promotional purpose or otherwise) or any commercial electronic messages without the consent of the recipient or otherwise in contravention with the applicable laws and regulations or any content that is obscene, indecent, sadistic, offensive, defamatory, threatening, liable to incite racial hatred, discriminatory, menacing or in breach of confidence; (iv) not hack, break into, access, or by other unauthorised means use or attempt to use, hack, break into, access or use any other unauthorised means use any part of the Services, the Content and/or any data areas and/or any of our servers for which you have not been authorised; (v) not store or upload any kind of tools, software, address-harvesting software, harvested address lists or materials in any storage space assigned by us to you in our server(s) that can be used, in our sole opinion, for hacking or any other illegal, fraudulent, deceptive or improper purpose; (vi) ensure that each of the Designated Users (being all those individuals authorised by you to use the Services) comply with these terms and conditions; (vii) abide by all relevant laws of Hong Kong SAR and any operating rules, as amended from time to time, when using the Services; (ix) subject to any other term contained in this Agreement, not assign, transfer or sub-licence all or any part of your rights or obligations under this Agreement; (x) not use the Services in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality) or a violation or infringement of any statutory duty or obligation or any duty or obligation in contract, tort or otherwise; to any third party; you acknowledge that except for that Content which is supplied by us as principal, it is not our policy to exercise any editorial control over or to edit or amend any Content before it is transmitted or made available through the Services. You agree to indemnify us against any action, liability, cost, claim, loss, damage, expense, proceeding and/or expense suffered or incurred by us arising from or which is related to (i) your use, any Designated Users' use and/or any other company's use of the Services where such company was able to access the Services with your authority; (ii) any breach or non-observance of any term of this Agreement by you or any Designated User.

You acknowledge and agree that we may check your storage space as assigned by us to you in our server(s) if required to do so by law or if in good faith we reasonably believe that such checking is necessary to: (i) enforce the terms of this Agreement; (ii) respond to claims or by third parties that the Services by you or any other person, whether or not that use was authorised by you, violates the rights of third parties, is illegal or improper; or (iii) protect the rights, property or safety of the Services, its users, other websites and the public.

**4. Payment**  
 We will send you an invoice every month with a list of all Fees (being fees for Hardware (i.e. that hardware specified on the Form) purchase or rental, Software (i.e. that software which is supplied to you by us in relation to the Services under this Agreement) licence, installation, monthly charge, storage, Content, PNETS charges and any other relevant fees and charges current from time to time) which relate to your use of the Services and/or any Content. You agree to pay the full amount of such invoices, such payment to be made, in our sole opinion, for holding or any other illegal, fraudulent, deceptive or improper purpose. An invoice must be raised within 30 days of the date of the invoice notwithstanding, where relevant, any terms to the contrary in any cardholder agreement with the bank. Unless otherwise agreed by us, please note that no credit or refund is available in respect of any time when the Services is "down" or suspended. If you have not paid any invoice by the due date, we reserve the right to charge late fees and interest on the amount due until it is paid in full and to charge a handling fee, collection agency fee, reconnection fee and/or require a security deposit if your access to the Services is suspended or terminated before payment is made. We reserve the right to withhold providing the Services until full payment of the Fees and notwithstanding the suspension of the Services, you are still liable to pay the monthly subscription fee, Software (i.e. that software which is supplied to you by us in relation to the Services under this Agreement) licence, storage, Content, PNETS charges and any other relevant fees and charges current from time to time for the Services suspension period until the date of the termination of the Services or the resumption of the Services (as the case may be). We reserve the right to transfer any amount that is owing to you or due from you under any of your accounts, if you have more than one account with us, so as to settle any outstanding amount due to us under any of your accounts whether they have been terminated or suspended. In the event of any dispute between us and the Customer relating to any charges billed by us, our books and records shall be conclusive evidence of all such charges incurred by the Customer. You acknowledge that if we invoice you for Content as agent for a third party provider of that Content, we are not the supplier of that Content. We reserve the right to alter the monthly subscription fee at any time by giving you at least one (1) month prior notice and you shall pay on demand such altered monthly subscription fee.

**5. Software Licence**  
 We hereby grant to you a non-exclusive and non-transferable licence for you to store, run and use the Software on your computer in accordance with the terms and conditions of this Agreement. You shall not alter, modify, adapt or translate the Software nor decompile, disassemble or reverse engineer the same nor attempt to do any such thing.

**6. Services Provisioning**  
 You agree (i) that the provision of the Services is subject to the reconfiguration of your computer equipment and the installation of the relevant Hardware and Software; (ii) to authorise us or our authorised agents to reconfigure your computer equipment and install the relevant Hardware and Software to enable us to provide the Services to you; (iii) that it will be your responsibility prior to installation or configuration of Hardware or Software in this clause 6 to back up data on your computer equipment and inform us of any configuration or installation by us is likely to invalidate any support arrangements or other functions of your computer equipment; (iv) that we reserve the right not to reconfigure your computer equipment or install the related Hardware or Software as we deem appropriate and at our discretion; (v) that we will not be liable for any loss or damage (including loss of data, profits, goodwill, business opportunity or anticipated savings) suffered by you or any other person arising directly and/or indirectly from our configuration or installation activities under this clause 6. You warrant that you are the correct user of the Services on which we conduct configuration and installation activities pursuant to this clause 6. If you do not own the computer equipment you agree to obtain the consent of the relevant owner of the computer equipment before we will carry out any such activities. The configuration and installation activities pursuant to this clause 6 and the provision of Services under this Agreement are both subject to your computer equipment meeting Basic Requirements (if any) for configuration as specified on the Form.

**7. Warranty and Maintenance**  
 You agree that (i) with respect to any Hardware rented to you by us or on loan to you from us free of charge, upon termination of this Agreement, you will make such Hardware available for removal or return it to us in the same condition as originally installed, fair wear and tear excepted or you will indemnify us for all charges for restoration of such Hardware to such condition. If you do not return such Hardware or make it available for removal by us, you will be liable for its then current market value. The title of such Hardware will remain with us. You will, however, be liable for repair charges or replacement cost of such Hardware if it is damaged or lost due to theft, negligence, intentional acts, authorized acts or other cases within the reasonable control of you, your agents or employees. You will not part with possession or control of such Hardware and you will not permit anyone other than us to carry out any repairs or maintenance to such Hardware. If any such Hardware which proves to be defective under normal use to be defective under normal use, design and/or workmanship, we will at our option either repair or replace the same or the defect part(s) thereof; and (ii) with respect to any Hardware or Software sold by us to you, unless otherwise agreed by us, no warranty will be given by us whatsoever or by any other party save and except the warranty (if any) given by manufacturer(s) or vendor(s) of the Hardware or Software concerned.

**8. General Warranties & Liability**  
 To the extent permitted by law, we disclaim any representation or warranty whether express or implied as to the title,

fitness for a particular purpose, merchantability, accuracy or standard of quality of the Services, the Software, the Hardware, and/or any Content, that the Services will be uninterrupted or error free, any obligation to maintain the confidentiality of information (although our current practice is to maintain such confidentiality), the results to be obtained from use of the Services and/or any Content unless otherwise specifically mentioned in this Agreement. You agree that our liability under this Agreement shall in any event not exceed the total monthly charge paid by you for the immediately preceding twelve months prior to any incident giving rise to a claim. In the absence of our negligence or deliberate act, and to the extent permitted by law, we expressly disclaim any liability for (i) any damage to or loss of data suffered by you arising from your use of the Services, the Software, the Hardware and/or any Content (ii) any claim based in contract, tort, or otherwise for any indirect, special, economic, collateral, incidental, consequential or punitive loss or damage, suffered, sustained or incurred by you or any person arising out of or relating to your use of or inability to use ATM INTERNET ACCESS SERVICE the Software, the Hardware, the Service, any Content, IP Address and/or Domain Name. For the purposes of this Agreement, indirect or consequential loss or damage includes, without limitation, loss of revenue, profit, anticipated savings, customers or business, loss, corruption or damage to data, voice or other information, loss of goodwill, loss of bargain, loss of opportunity, loss of use or value of any equipment and software; any third party claims, and, all associated and incidental costs and expenses; (iii) any claim relating to any Content supplied, provided, sold or made available by or through the Services (or any failure or delay to so supply, provide, sell or make available); (iv) any injury, disease, seizure or loss of consciousness suffered by you or any person who uses the Services, arising whether directly or indirectly from the Services; and (v) any disruption, suspension, delay or termination of the Services, any of the Service, IP Address and/or Domain Name or any part thereof which is attributable to an event or circumstance beyond our reasonable control. Under all circumstances, you agree and acknowledge that we shall not be subject to any liability or responsibility for any costs, actions, claims, proceedings, demands, damages, liabilities, or losses and expenses caused to any party (i) arising from accident, omission, negligence or any other act of us, our employees or agents or (ii) in relation to any of the Hardware and/or Software, resulting from any reason or cause whatsoever.

**9. Personal Data**  
 If we request personal data from you that constitutes Personal Data (meaning Personal Data as that term is used in the Personal Data (Privacy) Ordinance), you may decline to provide the Personal Data but in that event we may be unable to provide the Services to you. You agree that we may use the Personal Data for any and all of the following purposes: (a) provision of the Services to you (including the transfer of such Personal Data to other telecommunications network providers or third parties as necessary for the provision of the Services); (b) marketing to you (including the use of the Personal Data (Privacy) Ordinance); (c) marketing of goods and/or services by us, our agents, Affiliates (meaning any other entity which directly or

indirectly controls us, is controlled by us, or is under common control with us) or subsidiaries, in relation to the Services; (d) improving of goods and/or services in relation to provisioning of the Services; (e) processing of any benefits arising out of or in connection with the Services; (f) analysing, verifying and/or checking your credit, payment and/or status in relation to provisioning of the Services; (g) processing of any payment instructions, direct debit facilities and/or credit facilities in relation to provisioning of the Services or requested by you; (h) enabling the daily operation of your account and/or the collection of amounts outstanding in your account in relation to the Services; (i) enabling us to comply with our obligations to interconnect or other industry practices; (j) keeping you informed of other services we provide; (k) prevention or detection of crime; (l) disclosure as required by law; (m) the operation of all other businesses conducted by us and/or our Affiliates from time to time and all related purposes connected with those businesses and including the purposes listed in sub-clauses (a) to (l) above as if ATM INTERNET ACCESS SERVICE included a reference to those other businesses; and (n) any other purposes as may be agreed to by the parties. You agree that the Personal Data may be disclosed and transferred in Hong Kong or in places outside Hong Kong to our affiliates, agents, contractors, telecommunications operations, any other third parties, including collection agencies, credit reference agencies, security agencies, credit providers or other financial institutions and any of our actual or proposed assignees or transferees of our rights with respect to you for such person to use, disclose, hold, process, retain or transfer for the purposes listed in this paragraph. In addition to the foregoing, you grant to us, our Affiliates, agents and contractors the right to use, publish, reproduce and display your customer name and/or trade name in any marketing, promotional and/or advertisement material for the purpose listed in sub-clause (c) above.

You shall, as soon as practicable, notify us of any changes of address or any other particulars provided to us which may affect the provision of the Services to you. On our request, you shall provide us with information relating to you and your use of the Services reasonably required by us: (a) to assist us in complying with our obligations under any applicable law; (b) to report to any government agency regarding compliance with those obligations; and (c) to assess whether or not you have complied, are complying and will be able to continue to comply with all of your obligations under this Agreement. If you do not provide us with this information within 2 business days, you licence us and our authorised representatives during the term of the Agreement and for 3 months after its termination, to enter the premises owned or occupied by you during business hours, after giving reasonable notice, for the purpose of obtaining any information requested under this paragraph.

**10. IP Address and Domain Name**  
 Applicable to ATM INTERNET ACCESS SERVICE subscription with an Internet Protocol Address ("IP Address") and/or a domain name ("Domain Name"). Any IP Address that is assigned to you for your use by us under this Agreement is neither owned by you nor by us. Such IP Address is allocated to us by regional registries so that we can assign the same to our customers for their use only and our customers shall have no other rights or any title thereto. Any Domain Name that is assigned to you for your use by us under this Agreement is not owned by you and may or may not be owned by us and you shall have no other rights or any title thereto.

You agree that we shall have the right in its sole discretion to suspend or withdraw from any further use of any such IP Address and/or Domain Name at any time with or without notice to you, and without liability or compensation to you or your person or entity whatsoever and you shall have no claim whatsoever against us if we are of the opinion that such IP Address and/or Domain Name belongs to a third party or infringes a third party's rights or is in contravention of any applicable law.

Upon withdrawal or suspension of any use of IP Address and/or Domain Name, or termination of the ATM INTERNET ACCESS SERVICE or this Agreement you shall (i) return such IP Address and/or Domain Name to us immediately; (ii) remove such IP Address set up from your relevant Computer Equipment; and (iii) withdraw from any further use of such IP Address and/or Domain Name whatsoever. In the event that you use or continue using any of such IP Address and/or Domain Name after we have exercised our right to suspend or withdraw such IP Address and/or Domain Name or upon termination of the ATM INTERNET ACCESS SERVICE or this Agreement, you shall keep us fully indemnified as to any costs, actions, claims, proceedings, demands, damages, liabilities, losses and expenses that may be caused to or suffered by us or our Affiliates as a result thereof.

**11. Termination**  
 We may terminate this Agreement at any time on the giving of at least one calendar month notice to you or immediately by notice to you if you breach any term of this Agreement. You may terminate this Agreement by giving at least one calendar month prior written notice to us. Where we terminate this Agreement because you breach a term of this Agreement or you terminate this Agreement before the expiry of the Initial Term or any of the Renewed Term, you will pay to us immediately upon demand, all accrued charges a sum equivalent to the monthly charge (at the then prevailing tariff) for the ATM INTERNET ACCESS SERVICE payable from the date of termination to the date of the expiry of the Initial Term or any of the Renewed Term and any other sum payable in such event as specified in the Form. You acknowledge that this sum payable by you represents a genuine pre-estimate of the loss that we will suffer arising from the provision of resources and staffing and is not a penalty. Such payment is without prejudice to any other rights and remedies that we have against you by reason of the early termination. This Agreement may be terminated at our option if any installation or configuration activities are not carried out for any reason.

**12. Effect of Termination**  
 Upon the date of termination of this Agreement (i) all licences, rights and privileges granted to you under the terms of this Agreement shall cease; (ii) you will not be entitled to a refund of any Fees unless (a) there is a credit balance of at least HK\$30.00 in your account; (b) such credit balance represents a pre-payment of a monthly charge made by you; and (c) that this Agreement is terminated by us and without any breach of this Agreement on your part. Any termination of this Agreement shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuation in force of any provision contained in this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination, including without limitation clause 11.

**13. General**  
 We may appoint agents, assign or sub-contract the whole or any part of our rights and/or obligations contained in this Agreement to any person at any time. You shall not assign, transfer, convey or otherwise dispose of any rights or liabilities under this Agreement to any party without our prior written consent. The English version of these terms and conditions shall prevail over any Chinese version (if any) which is provided for information purposes only. If any term or condition of this Agreement becomes or is declared illegal, invalid or unenforceable for any reason, such term or condition shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement. This Agreement shall be governed by law of Hong Kong SAR and the parties hereby submit to the exclusive jurisdiction of the courts of Hong Kong SAR. We shall not be under any liability for any loss or damage resulting from delay or failure to perform this Agreement either in whole or in part where such delay or failure shall be due to causes beyond our reasonable control, or which is not occasioned by our fault or negligence, including, but not limited to, war, the threat of imminent war, riots or other acts of civil disobedience, insurrection, acts of God, restraints imposed by governments or any other supernatural legal authority or any other industrial or trade disputes, fires, explosions, storms, floods, lightning, earthquakes and other natural calamities. This Agreement and the Form embody the entire understanding between the parties and there are no promises, terms, conditions or obligations, oral or written expressed or implied other than those contained in this Agreement and the Form save as amendments or variation of any provisions herein made by us under clause 1 hereof. In the event of any conflict, ambiguity, or inconsistency between this Agreement and the Form, the Form shall take precedence over this Agreement in resolving any such conflict, ambiguity or inconsistency. No failure or delay on the part of the parties hereto to exercise any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise by either of the party of any right, power or remedy. The rights, powers and remedies provided herein are cumulative and are not exclusive of any rights, powers or remedies by law.