

Tariff No.: F050-0012

Published on 11 December 2008

FIXED CARRIER LICENCE
TELECOMMUNICATIONS ORDINANCE (CHAPTER 106)

Hong Kong Telecommunications (HKT) Limited (“the Company”)

Name of Tariff:

0060 everywhere

Description of Tariff:

See Annex A

Effective date of tariff:

11 December 2008

Revision history:

1st publication on 11 December 2008

0060 everywhere

0060 everywhere (“Service”) is an VoIP service. Customer subscribing to the Service can use his/her designated Hong Kong number to communicate via a personal computer with other Hong Kong fixed line or mobile numbers.

0060 everywhere consists of the following basic features:

- Voice call*;
- Video call; and
- Short Message Service (“SMS”).

* Chargeable Infoline service excluded.

Charges

		<u>Amount of Charges (HK\$)</u>
Service fee		\$ 88 / month
SMS	Within Company network (Note 1)	\$ 1 / SMS
	To other Hong Kong networks	\$ 1 / SMS
	To non-Hong Kong numbers (Note 2)	\$ 2 / SMS
Video call	Within Company network (Note 3)	\$ 1 / minute
IDD 0060 International Telephone Service (IDD 0060)		Per prevailing tariff (Note 4)
International Call Forwarding Service		Per prevailing tariff (Note 4)
Change of existing number		\$ 50 / change
Change of existing Login ID		\$ 50 / change
Service re-activation		\$200 / charge

Note 1: For SMS sent to or received from 0060 everywhere, PCCW mobile 2G / 3G service, eye Multimedia Service or New Generation Fixed Line service.

Note 2: International (non-Hong Kong) SMS can only be sent to Australia, Canada, China, Macau, the Philippines, Singapore, Taiwan and the UK.

Note 3: Video calls can only be made between the Service and 0060 everywhere, PCCW mobile 3G service or eye Multimedia Service.

Note 4: Charges of IDD 0060 & International Call Forwarding Service will be billed per prevailing tariff shown at website www.0060everywhere.com.

Conditions of Service

1. The Service is made available to the Customer by PCCW IMS Limited ("IMS"), acting as agent of Hong Kong Telecommunications (HKT) Limited ("Company"). By subscribing to the Service, the Customer accepts and agrees to abide by the Company's General Conditions of Service ("General Conditions") published at [http://www.pccw.com/eng/TermsOfUse/HongKongTelecommunications\(HKT\)Limited.html](http://www.pccw.com/eng/TermsOfUse/HongKongTelecommunications(HKT)Limited.html), Special Conditions of 0060 everywhere ("Special Conditions"), terms and conditions listed in any service plan, if applicable, Application and Service Literature.
2. All customer services (including billing services) are supported by IMS.
3. The Customer acknowledges and agrees that the provision of the Service is based on the Broadband Internet Connection and the Customer will be liable for any costs and expenses incurred by the Customer for any Internet connection used in conjunction with the Service.
4. The Customer acknowledges and agrees that the Service relies on the mains power supply and does not support lifeline or lifeline related devices. In case of power failure of the mains power supply, the Service cannot be used.
5. By subscribing to the Service, the Customer agrees to subscribe to IDD 0060 simultaneously and to abide by the General Conditions of Services of IMS <http://www.pccw.com/eng/TermsOfUse/PCCWIMSLIMITED.html> and any applicable special conditions of IDD 0060. When the Customer makes either voice or video call / sends SMS to a non-Hong Kong number which has been saved on the phonebook of 0060 everywhere or a telephone number which has more than 8 digits, international code 0060 will be auto-appended. Charges will be billed per the prevailing tariff shown at website www.0060everywhere.com. IDD 001 service is not available for the Service.
6. The Company does not give any warranty (express or implied) on the legality of any use of the Service in a place/ country/ jurisdiction outside Hong Kong ("Non-HK Use") and the Customer agrees that he/she shall use the Service in compliance with all applicable laws . The Customer acknowledges and agrees that the Service shall not be able to connect to any local emergency numbers or systems for the Non-HK Use.
7. Customer shall solely be liable to all risks and responsibilities associated with the use of the Service. In no event shall the Company be liable, whether directly or indirectly, for any claims, actions, expenses, losses, costs and/or damages whatsoever arising therefrom.
8. The Service may be affected by extraneous factors such as the Customer's personal computer software, hardware and Internet firewall settings, details are shown at website www.0060everywhere.com.

Special Terms and Conditions of 0060 everywhere ("Special Conditions")

1. Definitions

- 1.1 All capitalised terms used herein and not otherwise defined in these Special Conditions shall have the same meanings ascribed to them in the General Conditions of Service of the Company. The following words have the meanings given to them in this clause unless the context otherwise requires:

0060 everywhere or Service means the VoIP service offered and made available by the Company to the Customer by means of downloading and using the Software via a website operated by the Company and/or its Affiliate.

0060 everywhere Software End User License Agreement means the software end user license agreement entered into between the Company and the Customer which sets out the terms and conditions of the Customer's use of the Software.

Porting means the process which enables the Customer to retain his allocated telephone number when terminating his/her subscription for the Service from the Company to a third party telecommunications operator (or vice versa).

Software means the software licensed by the Company to the Customer for use in conjunction with the Service pursuant to the terms of the 0060 everywhere End User License Agreement.

VoIP means the real-time Internet protocol telephony service known as voice-over Internet Protocol or any similar solution relating to the management and delivery of data packets for digital voice and/or video calls.

2. Provision of Service

- 2.1 The Company shall make available to the Customer the Service in accordance with the terms and conditions applicable to respective service plan ("**Service Plan**"), if any, that the Customer subscribed for. The provision of Service and the manner in relation to such provision shall be subject to availability and at sole discretion of the Company.
- 2.2 The Company may change, delay, terminate or cancel the Service (in whole or in part), with or without notice to the Customer.

3. Optional Chargeable Services

- 3.1 The Customer shall pay by credit card registered upon subscription all the fees and charges payable for the Service in Hong Kong dollars, including, without limitation, the service fee, the IDD 0060 or SMS charges and the International Call Forwarding ("ICF") charges.

3.2 International calls will be charged on a per-minute basis and each individual call charge will be rounded up to the nearest 10 cents.

4 **Number Portability**

4.1 Upon subscription of the relevant Service Plan, the Company will provide a new telephone number ("**Telephone Number**") to the Customer unless the Customer opts for Porting their existing telephone number for fixed line services ("**Existing Number**") for use with the Service. If the Customer opts for Porting their Existing Number for use with the Service, the Customer authorises the Company to process the application for Porting the Existing Number. The Customer acknowledges and agrees that the Company excludes all liability to the Customer and any third party arising out of or in connection with the Porting, whether in contract, tort, statutory and/or otherwise and including direct and/or indirect loss or damage incurred or suffered by the Customer or any third party.

4.2 If the Customer terminates the relevant Service Plan as a result of the failure for the Existing Number to be ported to the Company (except solely due to the fault of the Company), all payments made by the Customer for the Service shall not be transferable or refundable. The Customer may be required to pay an order cancellation fee to be specified by the Company from time to time or the liquidated damages as stipulated under the relevant Service Plan (whichever is higher) and all promotional offers, discounts or rebates provided in conjunction with the Service Plan will be terminated immediately.

4.3 The Customer acknowledges and agrees that he/she shall not assign, transfer or otherwise dispose of the Telephone Number provided by the Company without the prior written consent of the Company.

4.4 Upon the termination of the Service, the Company shall have the right to assign the Telephone Number previously provided to the Customer to any other customers (except where the Telephone Number is successfully ported to other fixed network operators before such termination) with or without notice to the Customer.

5. **Extent of Use**

5.1 The Customer acknowledges and agrees that:

- (a) the Customer shall confirm and use a valid address as his/her registered address of the Service ("**Registered Address**"). If the Customer uses the Service in place other than the Registered Address, the Customer shall up-date the Registered Address as soon as practicable. The Customer further guarantees to provide to the Company accurate and complete information with regard to his/ her correspondence address or place of residence and all such other information with regard to fulfillment of the requirements of the Applicable Laws, and license conditions whatsoever requested by relevant regulatory bodies, as may be reasonable required from time to time by the Company;
- (b) the Customer shall not hack, break into, access, use or attempt to hack, break into, access, reverse engineer or use any part of: (i) the Service and/or any data areas on the Company's servers for which the Customer has not been authorised by the Company; and (ii) any web site of any third party

for which the Customer has not been authorised; the Service shall only be applicable for non-commercial use. If in the Company's reasonable opinion that the Customer's usage of the Service is abnormal or unusual, the Company reserves all rights to terminate the Service forthwith, and reserves its rights to claim for any losses suffered or incurred by the Company thereto;

- (c) the Service may fail, or be delayed, suspended or interrupted, if there is power failure or any other situation beyond the reasonable control of the Company. The Company shall in such case resume the provision of the Service as soon as practicable after such an event. The Customer accepts and acknowledges that as a result of power failure, the Service may fail and calls may not, during this time, be able to be connected to emergency or other numbers through the Service.
- (d) the Company or its Affiliate may provide aggregated, segmental or otherwise, anonymous, statistical information on the Customer's usage of the Service (such as but not limited to subscription and usage data), to existing and potential third party content providers and/or advertisers upon their request with or without notice to the Customer.

6. **Software License**

- 6.1 The Company grants or procures to grant to the Customer a non-exclusive, revocable and non-transferable license for the Customer to use the Software during the term of the Agreement only in conjunction with the Service and in accordance with the Agreement and the 0060 everywhere Software End User License Agreement. Except to the extent permitted by law, the Customer shall not copy, alter, modify, adapt, translate, decompile, disassemble or reverse engineer such software or any other software provided by the Company and/or its Affiliates nor attempt to do so.
- 6.2 The Customer shall indemnify and keep the Company fully indemnified against all and any action, claim, proceeding, demand, loss, damage, liability, charge, cost and expense that the Company or any third parties suffered or incurred as a result of the use of the Software by the Customer and/or any users (whether authorised or not) which is not expressly permitted under the Agreement.

7. **The Use of the Service Is At Customer's Risk**

- 7.1 The Customer uses the Service (whether in Hong Kong or outside Hong Kong) at his or her own risk. The Customer must evaluate, and bear all risks associated with, the use of the Service and any data, including security of the Service, reliance on the accuracy, completeness or usefulness of any data. The Customer must take all requisite security measures to protect his or her own computer and related software and seek independent advice with respect to any data and requirements of any local laws.
- 7.2 The Company does not guarantee that the content will be error free or that the Service or the server that operates it are free of viruses or other harmful components.
- 7.3 The Company will not undertake to provide support or maintenance services for the data. The Customer is required to keep backup copies of any data that he or she transmits to, maintains on or uses with the

Service.

- 7.4 If the Customer's use of the Service results in the need for servicing or replacing property, material, equipment or data, the Company will not be responsible for such costs.
- 7.5 Without limiting the above provisions, everything on the Service is provided to the Customer "as is" and "as available" without warranty or condition of any kind, either expressed or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The Company excludes all representations and warranties to the fullest extent permissible under any Applicable Law. If a jurisdiction does not allow the exclusion of implied warranties in accordance with the foregoing sentence but allows limitations of a certain maximum extent then the Company limits its warranties to that extent.

8. **Limitation of Liability**

- 8.1 The Customer accepts and acknowledges that the provision of the Service is contingent upon the availability of power and the reliability and stability of the Internet, which may be out of the Company's control. The Company will not be liable to the Customer or any other third parties (including users of the Service (whether authorised or not)) for the consequences or effects on the broadband service and/or speed of bandwidth that may be caused by the Service and/or failure of Service.
- 8.2 The Company will not be liable to the Customer for (a) any fault, malfunction or non-performance of any equipment used by the Customer and/or users of the Service (whether authorised or not) not authorised by the Company; and (b) the Customer's negligence or failure to follow the instructions of the Company in relation to the use of the Service.
- 8.3 To the extent permitted by law or unless otherwise provided expressly in the Agreement, the Customer acknowledges and agrees that the Company and its Affiliates shall not be liable to the Customer and/or any other person for (a) any claim, loss or damage relating to any disruption, suspension or degradation of the Service or any part thereof, (b) any claim, loss or damage which is attributable to a Force Majeure event; and (c) for any damage to or loss of any data or software and/or hardware installed in the Customer's computer or other equipment.

9. **Data**

- 9.1 This Service may contain data transmitted or sent by other users of the Service, including the Customer ("User Data").
- 9.2 The Company does not monitor or exercise editorial control over User Data however the Company reserves the right:

- (a) to access or examine any User Data; and
- (b) at our discretion move, remove or disable access to User Data which the Company considers, in our sole opinion to breach any Applicable Law or to be otherwise unacceptable.

9.3 In relation to any data transmitted by the Customer, the Customer grants us a perpetual, irrevocable, royalty-free licence throughout the world to use, reproduce, modify, adapt, publish, translate, sublicense, create derivate works from, incorporate in other works (whether electronic or not), distribute, perform and display such data, whether in whole or in part.

9.4 The Customer acknowledges that the Company may remove data transmitted by him/her in accordance with any applicable guidelines, such as guidelines relating to period of storage or the maximum disc space which is allotted to him/her (if any).