

Tariff No.: U025-007

Published on 29 October 2010

UNIFIED CARRIER LICENSE  
TELECOMMUNICATIONS ORDINANCE (Chapter 106)

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

**Name of Tariff:**

Super Hotline

**Description of Tariff:**

Super Hotline service enables users to use the agreed routing of the telephone numbers and can support a number of calls (ports) simultaneously. The service provides a call forwarding feature and can unify the various hotlines in various places under one hotline number.

Setup Charge: \$8,000/manday

Rental: \$1000/port/month

**Remarks:**

1. Customer is required to pay additional charge for the various IVRS features.
2. This service is subject to the Company’s prevailing General Conditions of Service and the Super Hotline - Special Conditions (as attached in Annex A).

**Effective date of tariff:**

29 October 2010

**Revision history:**

Revision to the tariff published in F050-0003 on 28 November 2008

**SUPER HOTLINE SPECIAL CONDITIONS****1. GOVERNMENT PROVISIONS**

The parties agree that each Services provided by the Company to the Customer will be governed by:

- (a) the Special Conditions ;
- (b) the Company's General Conditions of Service; and
- (c) the relevant Application; and
- (d) the Service Literature (if any).

which together form the agreement between the parties ("**Agreement**").

**2. SERVICES**

- (a) If so ordered by the Customer in the Application and accepted by the Company, the Company shall provide the Customer with the Standard Service with such features set out in items (i) to (vi) below. The configuration of these features are pre-set, standardized and cannot be modified by the Customer.

- (i) the Service Number;
- (ii) an agreed number of Ports;
- (iii) standard Call Flow;
- (iv) standard Service Applications;
- (v) standard Service Reports; and
- (vi) a designated number of Administration Accounts for Service Contents Updating through the Administration Portal

- (b) At the request of the Customer and in consideration of the payment of the Customisation Charge by the Customer, the Company may, subject to the technical feasibility, also develop Customised Service for use by the Customer. For the avoidance of doubt, the Company reserves the right to reject the Customer's request for Customised Service. Such Customised Service shall comprise all or any of the following features:

- (i) Customised Call Flow (being a customised Call Flow developed by the Company in accordance with those requirements agreed by the parties).
- (ii) Customised Service Application (being a customised Service Application developed by the Company in accordance with those requirements agreed by the parties. The Company shall retain the Intellectual Property Rights of all Customised Service Applications).
- (iii) Customised Service Report (being a customised Service Report developed by the Company incorporating such additional information or particularity in such report in accordance with the requirements as agreed by the parties).

- (c) Depending on the Customer's requirements for the Service, the Customer is required to pay :-

- (i) Set-up Charge;
- (ii) Rental;
- (iii) Customisation Charge (if any); and
- (iv) Any other charges or feed required to be paid under this Agreement

- (d) The Company shall provide the Standard Service and/or the Customised Service (as the case may be) to the Customer in accordance with this Agreement.
- (e) The Company will determine the most appropriate means of providing the Service including the method, technology and route of delivery and may vary the method, technology and route of delivery at any time.
- (f) The Customer acknowledges that the Company may:
  - (i) monitor the Customer's use of the Service; and
  - (ii) intercept the Service as required by Applicable Law.
- (g) The Customer acknowledges that the Service may not be fault free. If any faults arise in the operation of the Service, the Customer must immediately notify the Company. In the event of a fault, the Company shall co-ordinate with the relevant administration and shall use its reasonable endeavours to remedy the fault as soon as practicable.

### **3. DURATION**

- (a) If the Customer cancels an Application after it has been accepted by the Company, the Customer shall be liable to pay, as liquidated damages, the Cancellation Charges.
- (b) If the Company is unable to supply the Service by the Commencement Date for that Service, the Company will notify the Customer as soon as practicable of a revised Commencement Date.
- (c) Where specified in the Special Conditions or the relevant Application, the Service shall be subject to the Commitment Period.

### **4. CUSTOMER'S OBLIGATIONS**

The Customer shall:

- (i) comply with any reasonable direction given by the Company in connection with the provision, use, operation, maintenance, removal, modification or set-up of the Service;
- (ii) provide at its own expense, when so required by the Company, all facilities and/or resources whatsoever for the proper set-up, operation and maintenance of the Service, such as, but not limited to, access to the Internet and security measures;
- (iii) not share or allow to be shared the Service with any other person without the prior written consent of the Company nor use or allow the Service to be used for any purpose other than that for which it is subscribed;
- (iv) promptly comply with any advice by the Company to upgrade, at the Customer's own expense, the existing facilities, which in the opinion of the Company are inadequate to cope with its Service requirement;
- (v) be solely responsible for obtaining and maintaining in its own name and at its own cost, throughout the duration of this Agreement, all licences, permits, consents, authorisations and Intellectual Property Rights or other rights required for the Service and for ensuring due compliance with any regulatory or other requirements whether at law or otherwise;
- (vi) not use the Service for publishing, distributing, transmitting, circulating or sending:
  - A. any material that is unlawful, harmful, harassing, obscene, indecent, seditious, offensive, defamatory, threatening, liable to incite racial hatred, discriminatory, menacing or in breach of confidence; or
  - B. any Virus

- (vii) require all users of its network connected to the Service to disclaim all liability of the Company and its agents, licensors, vendors and subcontractors with respect to the use of such Customer network.
- (viii) not use the Service for hacking, breaking into, accessing, or attempting to hack, break into, access or use any part of any website of any third parties, its contents and/or any data areas on any server of any third parties for which the Customer has not been authorised.

## **5. SERVICE NUMBERS**

- (a) The Company will provide the Phone-in Program Customer with a new Service Number for the Service.
- (b) The Phone-in Program Customer who wishes to use the existing telephone number allotted to the Customer as Service Number is subject to the prior written approval of the Company. For the purposes of granting approval under this clause, the Company may, in its discretion, impose such limitation or condition in relation to the Service.
- (c) The Customer acknowledges that the Service Numbers do not belong to the Customer and the Customer accepts that it shall acquire no rights whatsoever in any Service Numbers.
- (d) The Customer acknowledges that the Company may withdraw or change any Service Number or Network User Identity Number upon reasonable notice being provided to the Customer.
- (e) Service Numbers allotted to the Customer shall be personal to the Customer and the Customer shall be responsible for using them in accordance with the rules and instructions given to it by the Company from time to time.
- (f) The Customer shall immediately notify the Company of any unauthorised use of any Service Number or Network User Identity Number and the Company shall immediately discontinue access to the affected Service and allocate a new Service Number or Network User Identity Number.
- (g) The Customer shall be responsible for all charges incurred through use of the Service (whether authorised or otherwise) when access to the Service is obtained through the use of any of the Service Numbers and/or the Network User Identity Number allotted by the Company to the Customer.
- (h) The Customer shall be responsible for keeping any Network User Identity Number, which has been allotted to the Customer, confidential.

## **6. VOLATILE TRAFFIC**

- (a) The Service is designed for the Customer with regular and steady traffic. The Customer with Volatile Traffic shall not use the Service without the prior written consent of the Company.
- (b) The Customer should provide the Company with particulars with respect to the purpose, nature and estimated traffic pattern for the Service in the Application. The Company may, in its discretion, demand further particulars or clarification regarding the Customer's traffic pattern at any time and from time to time during the continuance of this Agreement. The Customer warrants that it will not change the purpose, nature or traffic pattern for the Service without seeking prior written approval from the Company.
- (c) In the course of using the Service, if the Customer anticipates that Volatile Traffic may be sent through the Service Number for the access of the Service, the Customer shall give the Company at least 14 days' prior written notice and the Company shall use all reasonable endeavours to take appropriate actions to cater for the emergence of Volatile Traffic. The Company has the right to terminate the Service without any liability if in its sole determination the Service is not capable to handle the Volatile Traffic. For sustained Volatile

Traffic sent to the Service Number, the Customer will be allotted a Hotline Number as the Service Number. Should the Customer fail to comply with the notice requirement provided under this clause, the Company is entitled in its discretion to suspend the Service with or without notice immediately or terminate the Service by giving the Customer 7 days' prior written notice. The Customer shall indemnify the Company against any claims and Loss in accordance with this Agreement.

## **7. SERVICE CONTENTS UPDATING**

- (a) A designated number of Administration Accounts will be provided by the Company to the Customer for use by the Customer to maintain and manage the Service Contents.
- (b) The Service Contents can be updated by the Customer through a 2-stage process. Firstly, the Customer is required to update the Service Contents through the Administration Portal. Secondly, the Company has the right to access and review the updated Service Contents and may, subject to clause 7(c) below, post the updated Service Contents to the Service platform in order to effect the changes updated by the Customer. The Company is entitled to refuse to post the updated Service Contents to the Service platform without any liability whatsoever if the Customer fails, in the sole determination of the Company, to comply with clause 7(c) below.
- (c) In updating the Service Contents under this clause 7, the Customer :-
  - (i) shall comply with the Applicable Law;
  - (ii) shall comply with the terms and conditions of this Agreement; and
  - (iii) shall not induce Volatile Traffic (unless with the prior written approval of the Company).
- (d) Pre-approval Exemption
  - (i) Upon the Customer's written request and the prior written approval of the Company, the Customer is, notwithstanding clause 7(b) above, entitled to update the Service Contents directly via the Service platform. The Company's approval under this clause is in the sole discretion of the Company and the Company is not required to provide any reasons for its refusal to grant such approval.
  - (ii) The Company is not liable for any claims, Loss or damage arising out of or resulting from the malfunctions of the Service caused by the updating of the Service Contents by the Customer under clause 7(d)(i).

## **8. CHARGES**

### **8.1 Calculation**

- (a) The Customer must pay the Company the Charges for each Service:
  - (i) in accordance with the Pricing Schedule;
  - (ii) from the Commencement Date; and
  - (iii) in accordance with this clause 8.
- (b) Where a completion date of any item of works to be carried out under any Application has been confirmed by the Company and the Customer requests a change of that completion date to a date after the confirmed date, the Customer shall be liable to pay an additional fee for the establishment of the subject circuit(s) for the period between the originally confirmed date to the date when the works have been completed.
- (c) For the purposes of paragraph (b) above works to be carried out under any Application shall include, without limitation, any requirement whatsoever in connection therewith.

## **8.2 Variation of Charges**

- (a) The Company may not increase the Charges during the Commitment Period.

## **8.3 Invoicing and Payment**

- (a) If the Customer raises special request on additional information apart from the information set out in standard bill, the Company shall, subject to the payment of the relevant Charges payable by the Customer under this clause, the system capability, availability of the requisite information, duties of confidentiality owed to third parties and all applicable law, use all reasonable endeavours to provide the requisite information to the Customer. For the additional services provided by the Company to the Customer under this clause, the Company will charge the Customer a fee at an agreed rate based on the actual man-hour spent.
- (b) The Company will issue or cause a third party to issue a monthly invoice to the Customer outlining the Charges that are due effective from the Commencement Date.
- (c) The Customer shall not be entitled to make any claim for loss or damages suffered by the Customer by reason of the Company exercising its rights under this clause 8.3.

## **9. DEPOSIT**

- (a) Under normal circumstances, there is no deposit for Standard Service.
- (b) If the development lead time for the requisite Customised Service is more than 45 days from the order placement date, a deposit equals to one month Rental
- (c) For Customised Service, a deposit of up to 100% of the Customisation Charge is required before project development task starts. The amount of deposit will depend on the complexity and effort required for each Customised Service.
- (d) The Company reserves the right, at any time, to demand an advance payment as security for due payment of all Charges (“**Advance Payment**”), where it considers it necessary.
- (e) The Customer authorises the Company, without prejudice to any other rights and remedies available to the Company, to deduct amounts from the Advance Payment for payment of any outstanding Charges and for compensating the Company for any Loss it may incur or sustains as a result of any non-observance or non-performance by the Customer of any terms, conditions or obligations under this Agreement.
- (f) The Advance Payment shall, after termination of this Agreement, be refunded to the Customer without any interest and less any amounts deducted by the Company in accordance with clause 9(e).
- (g) An Advance Payment does not affect any right of the Company to suspend, cancel or terminate this Agreement for non-payment by the Customer of the Charges. The Advanced Payment will not affect any right of the Company to suspend, cancel or terminate the Service or this Agreement for non-payment by the Customer of the Charges.

## **10. TERMINATION BY THE CUSTOMER AND CANCELLATION CHARGE**

- (a) The Customer may terminate one or more Services or this Agreement as a whole:
  - (i) subject to clauses 10(b) to (d), by giving the Company not less than two (2) months’ prior written notice; or
  - (ii) if the Company breaches any material provision of this Agreement and fails to remedy that material breach within 30 days after receiving written notice requiring it to do so.
- (b) If the Customer terminates the Service before the Commencement Date, the Company may charge the Customer an aggregate amount equal to (a) any costs and expenses incurred by the

Company up to the date of the termination and (b) a cancellation fee equal to 3-month Rental. If the Service is a Customised Service, the Company may charge the Customer an additional sum equal to the remainder of the Customisation Charge after deducting the paid deposit paid by the Customer under clause 9(c).

- (c) Where a Commitment Period is specified in an Application or Special Conditions and the Customer terminates one or more of the Services in accordance with clause 10(a) before the expiry of the Commitment Period, the Customer shall pay a Cancellation Charge equal to the Rental that would have been payable by the Customer to the Company if the Customer had continued to receive the Service from the date of termination until the expiry of the Commitment Period. In case of disputes, the Company reserves the right to make the final decision.
- (d) The parties agree that the Cancellation Charge is an agreed reasonable pre-estimate of the anticipated losses suffered by the Company if the Service is terminated before the expiry of the Commitment Period or Commencement Date.

## **11. CONSEQUENCES OF TERMINATION**

- (a) Upon the date of termination of this Agreement, all licences, rights and privileges granted to the Customer under this Agreement shall cease.
- (b) On termination of this Agreement, the Customer must:
  - (i) immediately pay all Charges for the Services up to and including on the date of termination and all other amounts owing by the Customer to the Company;
  - (ii) cease use of any Services;
  - (iii) promptly return all Service Literature to the Company; and
- (c) The Company will not be liable to the Customer or to any third party for any Loss resulting from or in connection with termination of this Agreement.

## **12. INTELLECTUAL PROPERTY RIGHTS**

- (a) The Customer agrees and acknowledges that nothing in this Agreement:
  - (i) assigns any Intellectual Property Right of the Company or any third party to the Customer; or
  - (ii) grants any licence to the Customer in respect of any Intellectual Property Right of the Company or any third party, except for any licence that the Company may grant pursuant to clause 12 (b).
- (b) If the Company permits the Customer to use any software as part of the Service under this Agreement:
  - (i) the Company grants to the Customer a non-exclusive, non- sub-licensable and non-transferable licence to store, run or use such software for the purposes only of using the Service;
  - (ii) the Customer must use such software in accordance with this Agreement and any additional terms and conditions that the Company may notify to the Customer; and
  - (iii) to the maximum extent that Applicable Law permits, the Customer must not alter, modify, adapt, translate, decompile, disassemble or reverse engineer or commercially exploit any such software.
- (c) Neither party shall do any act or permit any act to be done which is an infringement of any Intellectual Property Rights of any other person in the performance of its duties and obligations under this Agreement.

### **13. CUSTOMER OBLIGATIONS**

- (a) The Customer must, as soon as practicable, notify the Company of any change in any information or particulars provided to the Company (including any information provided in the Application) which may affect the provision of the Service.
- (b) On request by the Company, the Customer shall provide the Company with information relating to the Customer and its use of the Service reasonably required by the Company:
  - (i) to assist the Company in complying with its obligations under any Applicable Law and reporting to any government or regulatory body regarding compliance with those obligations; and
  - (ii) to assess whether or not the Customer has complied, is complying and will be able to continue to comply with all its obligations under this Agreement.

### **14. DISPUTE RESOLUTION**

- (a) Any dispute or difference which arises between the parties in respect of any aspect of this agreement must be dealt with in accordance to this clause 14.
- (b) Either party may, by serving notice in writing upon the other party, refer a dispute or difference to an appropriate senior representative of the other party.
- (c) Prior to the commencement of any legal proceedings (other than for urgent interlocutory relief under clause 14(e)) and if the appropriate senior representatives of each party are unable to resolve the dispute or difference within 7 days of its referral (or such longer period agreed between the parties), either party may refer the dispute to mediation to be conducted in Hong Kong in accordance with the Mediation Rules of the Hong Kong International Arbitration Centre (HKIAC) in force from time to time.
- d) In the event that the dispute or difference has not been settled within 30 days of the notification of the dispute or difference under clause 14(b) or such other period as agreed in writing between the parties after the appointment of a mediator, the parties shall not be obliged to mediate or continue to mediate and may instead rely on their rights at law, including the right to institute court proceedings.
- (e) The dispute resolution procedure described in this clause 14 does not prevent a party seeking urgent interlocutory relief.
- (f) English shall be the language of all proceedings.

### **15. SERVICE LEAD-TIME**

Save for Customised Service, the Standard Service lead-time shall be 1 month from the date of the acceptance by the Company of the Customer's Application. The lead-time for Customised Service will be such time as agreed by the parties.

### **16. LIMITATION ON TRANSFER**

- (a) For the transfer of telephone calls made by Users (who access the Service by dialling the Service Number) to another telephone number, the telephone number to which the Users' calls are transferred must be the Company's number not being the OneCall Numbers or Hotline Numbers.
- (a) In case of platform breakdown or platform maintenance, the incoming calls will be transferred to a Customer pre-set destination number to ensure the continuity of the Service. The destination number must be the Company's number not being the OneCall Numbers or Hotline Numbers.

## 17. Definition

In the Special Conditions, the following words have the meanings given to them below unless the context otherwise requires.

**Administration Accounts** means the Customer's accounts used by the Customer for accessing the Administration Portal for the purposes of administering and maintaining the Service.

**Administration Portal** means a portal in the form of a website or an IVR Service through which the Customer may update and maintain its Service Contents for the Service.

**Advance Payment** has the meaning given in clause 9(d).

**Call Flow** means the Service flow structure setting out the maximum permissible options at each flow level and the maximum permissible levels as particularised in the Service Literature.

**Cancellation Charge** means the charge payable by the Customer under the Application and/or the Special Conditions.

**Charges** means:

- (h) the charges payable for each Service;
- (i) any Set-up Charges;
- (j) any Rental;
- (k) the Customisation Charge;
- (g) the reconnection fee ; and
- (h) any other charge the Company is entitled to charge the Customer for each of the Services.

**Commencement Date** means, with respect to the Service, the date specified in the relevant Application or as otherwise notified by the Company to the Customer as the date for the commencement of the Service.

**Commitment Period** means the fixed period specified in the Special Conditions or the Application and commencing on the Commencement Date.

**Company** means Hong Kong Telecommunications (HKT) Limited.

**Customer** means the customer specified on the Application.

**Customisation Charge** means the upfront one-off Charge payable by the Customer to the Company under clause 2(c)(iii) of this Agreement in respect of the development of the Customised Call Flow, Customised Service Application and Customised Service Reports. The amount of Customisation Charge shall be based on the actual man-hour spent by the Company in the Customised Service.

**Customised Service** means the Customised Service mentioned in clause 2 (b) of this Agreement.

**Defect** means a defect, error or problem in the Service.

**Deposit** has the meaning given in clause 9 (a).

**Hotline Numbers** means the numbers designated by the Company for use by the Customer with high traffic level.

**IVR service** means an interactive voice response service that provides Customer's pre-set information to the Users through the selection of key options in accordance with instructions given to the Users who dial into the Service Number.

**Maintenance Charge** means the charges specified on the relevant Application for the maintenance and updating of any Service.

**Network** means the telecommunications network owned or operated by the Company and used in connection with providing the Service and all facilities and associated equipment used in, or in connection with, that network, but excluding the Customer equipment.

**Network User Identity Number** means an identity number, allotted by the Company to the Customer, that allows the Customer to use the Service.

**OneCall Numbers** means the telephone numbers subscribed by the users which can enable them to be reached by such telephone number any where and any time. OneCall Numbers will be provided to customers who have subscribed OneCall service offered by the Company.

**Operator** means a provider of telecommunications services.

**Ports** means the maximum number of concurrent calls allowed for a single Service Number.

**Phone-in Program** means a program approved by the Company whereby the Customer publishes the Service Number to the public which will induce Volatile Traffic.

**Pricing Schedule** means the pricing schedule attached to an Application or referred to in the Application.

**Rental** means the monthly recurring amount that the Customer must pay the Company for the rental relevant to the Service. The Rental shall include the Charges for the provision by the Company to the Customer of (a) an agreed number of Ports in accessing the Service and the Service Application; (b) the Service Number; (c) a designated number of Administration Accounts; and (d) designated copies of Service Reports.

**Schedule** means a schedule to this Agreement.

**Service** means **Voice 1 service** which is an IVR service provided by the Company to the Customer which (a) provides Customer's information or services to the Users who access the Service via the Service Numbers allocated to the Customer and (b) comprises the Standard Service and/or Customised Service (as the case may be) supplied by the Company to the Customer under this Agreement pursuant to the Application accepted by the Company.

**Service Application** means the voice mailbox application (that allows the Users to leave voice messages to the Customer), fax retrieval application (that allows the Users to retrieve information through fax) and any other applications agreed to be provided by the Company to the Customer under this Agreement.

**Service Contents** means the Call Flow and voice prompts and any other service contents agreed to be provided by the Company to the Customer under this Agreement.

**Service Number** means the telephone number allotted to the Customer by the Company under this Agreement in relation to the use of the Service.

**Service Report** means the Customer reporting product which provides the Customer with reports on its use of the Service.

**Set-up Charge** means the one-off Charge specified in the relevant Application and Service Literature for the set up of the Service.

**Standard Call Flow** means the standardised and pre-set call flow configuration provided by the Company to the Customer under the Company's Standard Service.

**Standard Service** means the Service set out in clause 2(b) of this Agreement.

**User** means an end-user who dials into the Service Number for the purposes of accessing the Service .

**Virus** means any material that contains computer viruses, computer worms or any computer code, files or programmes or transmissions of any type which destroy, disable, disrupt, interrupt, limit or

otherwise impede the use, functionality or connectivity of any computer software or hardware or any telecommunications equipment.

**Volatile Traffic** means an irregular traffic as characterised by (i) a sudden temporary high and unsteady traffic level; and/or (ii) the average number of calls is greater than 20,000 calls per hour and/or (iii) the average number of calls per hour is 30% greater than the allowable *Busy-Hour-Call-Attempt* (BHCA) based on the number of Ports subscribed by the Customer. During the sudden temporary high traffic period, the majority of Users will experience busy tone when calling the Service Numbers.