

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

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

Name of Tariff:

Special Conditions of eye Multimedia Service for Consumer Customers

Description of Tariff:

See Annex A

Effective date of tariff:

10 September 2012

Revision history:

Revision to the tariff U025-027 published on 7 July 2011 regarding amendment of certain terms.

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

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

1. Service availability

You agree that:

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

2. Porting failure

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

3. Installation address

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

4. Information or Content services

For the use of the information or Content services through the eye Multimedia Service, you agree that:

- a. certain Third Party Providers may authorise us to collect the charges for their services and your payment to us shall be used for the payment of our Services first;
- b. any Content provided by us or the Third Party Providers is for reference only and is not intended for trading or other business purposes, we or any Third Party Provider is not responsible for the accuracy, completeness or timeliness of such information or Content service;
- c. you are responsible for ensuring that minors do not have access to Content that is unsuitable for viewing by minors through the eye Multimedia Service;
- d. we or the Third Party Providers may terminate, suspend, withdraw or restrict access to all or any of the information or Content services with or without notice to you;
- e. you and any of the users authorised by you to use the information or Content services shall comply with the applicable law and regulatory requirements; and
- f. if we are the information or Content service provider, we may change the terms and conditions for such information or Content service we provide with or without notice to you.

5. SMS

- 5.1 You shall give us at least 3 working days’ advance written notice if you choose not to receive any Commercial Electronic Messages and/or any incoming SMS sent though the eye Multimedia Service.

- 5.2 For SMS exchanged by you through the eye Multimedia Service, such SMS shall only be in text format. The SMS can be sent to or received from:
- a. another customer of our local fixed line Service using a compatible device with fixed line SMS functions;
 - b. any other person using local mobile phone services; and
 - c. any persons using fixed line or mobile phone services in certain overseas countries specified by us.

Unless the eye Multimedia Service you choose allows you to do so, each SMS shall only contain a maximum of (i) 160 characters in English; or (ii) 70 characters in Chinese alone or in both Chinese and English. Any space, symbol and punctuation mark used in the SMS shall be treated as a character.

6. Links and related advertisement

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

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

7. Third Party Applications (if applicable)

7.1 For the access and/or download of the Third Party Applications, you acknowledge and agree that:

- a. any Third Party Applications (whether preloaded by us or downloaded by you) are accessed and/or used at your sole risk;
- b. we shall not be responsible or liable for your access, use, communication, transaction or any dealings with the Application Developers of the Third Party Applications via the eye Multimedia Service;
- c. the access and use of the Third Party Applications are subject to your compliance with all applicable terms and conditions specified by the Application Developers;
- d. usage of certain Third Party Applications may require you to pay a fee and you agree to pay all fees and charges that you incur; and
- e. the Third Party Applications on the eye Multimedia Service may be different from the version generally available in the Android Market.

7.2 Some Third Party Applications are preloaded onto to the eye Home Smartphone on an “as-is” basis as at the date of preload. You may update such preloaded version on the eye Home Smartphone as notified by us from time to time if new version has been released to us by the Application Developers.

7.3 We have the right to delete, remove, move, disable or block any access to any preloaded Third Party Applications at any time in our sole discretion.

7.4 You undertake to indemnify us against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature that may result or which we may sustain, suffer or incur as a result of your access to, use of and/or conduct of transactions through the Third Party Applications.

8. Limitation

We does not warrant or represent that the eye Multimedia Service will be uninterrupted, error-free, or free of computer viruses, worms, software bombs, hidden files, illicit codes, Trojan horse or any other harmful or malicious instructions. If re-set of the eye Multimedia Service is required for any reasons, any data stored in the eye Multimedia Service may be lost (including but not limited to any phonebooks or contact lists maintained) and no backup will be provided by us.

9. Statistical information

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

10. Repair of device

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

11. Other discounts

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

12. Special meanings:

In the Special Conditions, all defined terms shall have the same meanings as those defined in the General Conditions of Telecommunications Service (Consumer Customers), unless otherwise specified in these Special Conditions:

Application Developers means a developer of the Third Party Applications.

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

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

eye Multimedia Service means the eye Multimedia Service including eye Multimedia Service main unit with handset and AC-DC power adaptor for access of the eye Multimedia Service.

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

Third Party Applications means the applications provided by any Application Developers and made available to the market through Internet.