

Tariff No.: U025-036

Published on 13 February 2012

UNIFIED CARRIER LICENCE
TELECOMMUNICATIONS ORDINANCE (CHAPTER 106)

Hong Kong Telecommunications (HKT) Limited

Name of Tariff:

Acceptable Use Policies

Description of Tariff:

See Annex A

Effective date of tariff:

13 February 2012

Revision history:

1st publication on 13 February 2012

ACCEPTABLE USE POLICIES

1. **User**

If the Customer allows any one to use the Service and/or any information or content services, the Customer shall ensure that such user shall comply with the applicable terms and conditions for the Service and/or information or content services.

2. **Spam**

The Customer agrees that the Company may, without giving notice to the Customer, filter and remove any suspected spam (including, any suspected spam email, virus-infected emails, SMS or materials) from any incoming traffic. However, the Company does not guarantee that all the spam will be filtered and removed by the Company and the Company shall not be responsible or liable for any spam that has not been filtered and removed.

3. **Computer virus etc.**

The Customer must not use the Service or allow the Service to be used to send or upload any software, content or other materials that:

- a. contain any computer or mobile viruses, worms, software bombs, Trojan horse or other harmful or malicious computer instructions, devices or techniques that can or were designed to threaten, infect, damage, disable or shut down any telecommunications device or any component of a computer system;
- b. contain any hidden files;
- c. replicate, transmit or activate itself without control of a person operating the computing equipment on which it resides;
- d. alter, damage or erase any data or computer programs without control of a person operating the computing equipment on which it resides; or
- e. contain any illicit code; or
- f. the Customer or such user has no right to use.

4. **No display in public**

For the information or content services accessible through the Service, the Customer must not, and must not authorise or permit any one to, display or exhibit such information or content services in public.

5. **Further Restrictions**

- 5.1 The Customer must not use or allow the Service or the Equipment to be used:
- a. as a host, hub, link, server or gateway unless with the Company's consent;
 - b. on a sharing basis (i.e. using the Service to host server for sharing files with other Internet users) by whatever means; or
 - c. for aggregating, consolidating or refiling of any traffic, data, message or content.
- 5.2 Clause 5.1 is not applicable to NETVIGATOR Broadband Services.
- 5.3 The Customer must not misuse or abuse the Service to the detriment of any other users of the Service.

6. **Definition**

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