

Fixed Carrier Licence
Telecommunications Ordinance (Chapter 106)

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

Name of Tariff:

eye Home Smartphone Package

Description of Tariff:

See Annex A

Effective date of tariff:

1 November 2011

Revision history:

1st publication on 1 November 2011

eye Home Smartphone Package

<u>Service</u>	<u>Particular of Service</u>	<u>Amount of Charges</u>
eye Home Smartphone Package ^{Note 1}	(a) eye Line ^{Note 2} ; and (b) access to various Information Services and various pre-installed applications.	\$ 258 or more per month (It varies depending on subscription of different offers available from Information Service provider(s).)
Local video call	Send to or receive from other eye multimedia service / eye2 Telephone Line / eye Line / 0060 everywhere / PCCW mobile network Or send to or receive from selected 3G mobile network who have interconnection facilities with eye Home Smartphone Package. Details can be retrieved from http://www.pccweye.com	\$ 1.0/ minute \$ 2.0/ minute
Parallel phone line	(a) Monthly rental (b) Installation charge (maximum of 4 sockets) ^{Note 3} (c) Internal relocation (d) External relocation	\$ 110 \$ 200 per socket \$ 200 per socket \$ 300 per socket
Connection charge of eye Line	(a) Installation (b) Internal relocation (c) External relocation	\$ 600 \$ 200 \$ 300

Note 1: The service is subject to the following terms & conditions (and as amended from time to time) including the General Conditions of Telecommunications Service (Consumer Customers) of the Company, Special Conditions of eye Home Smartphone Package, and any additional terms and conditions as may be specified by the Company and/or the Information Service Provider(s) and/or third party applications provider(s).

Note 2: The eye Home Smartphone 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.

Note 3: The installation of parallel phone line ("PPL") is only applicable to areas within the PPL service coverage. A maximum of 4 sockets per eye Line and subject to on-site conditions.

SPECIAL CONDITIONS OF EYE HOME SMARTPHONE PACKAGE (“eye Home Smartphone Package”) FOR CONSUMER CUSTOMERS

1. Service availability

You agree that:

- a. the eye Home Smartphone Package is only available to certain areas in Hong Kong as specified by us;
- b. the installation of the eye Home Smartphone Package may not be possible due to technical reasons;
- c. the quality and provisioning of the eye Home Smartphone Package depends on the reliability and stability of Internet which may be out of our control;
- d. the quality of other services using the same broadband line as the eye Home Smartphone Package may be affected if you use the eye Home Smartphone Package 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 Home Smartphone Package pending the Porting of your existing phone number for local fixed line service provided by another telecommunications operator. If you cancel the eye Home Smartphone Package as a result of Porting failure not caused by our fault, all the pre-payments made by you for the eye Home Smartphone Package shall not be refunded by us or be transferred by you.

3. Installation address

The eye Home Smartphone Package 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 Home Smartphone Package, 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 the eye Home Smartphone Package 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** Home Smartphone Package;
- 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. Links and related advertisement

You agree that we have not reviewed any website linked to the **eye** Home Smartphone Package. We shall not be responsible or liable for:

- a. any Content of any off-site pages, or, any websites linked to the **eye** Home Smartphone Package; or
- b. any Commercial Electronic Messages sent through the **eye** Home Smartphone Package.

6. Third Party Applications (if applicable)

6.1 For the access and 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 via the **eye** Home Smartphone;
- 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** Home Smartphone may be different from the version generally available in the Android Market.

6.2 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 by the Application Developers.

6.3 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.

6.4 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.

7. Limitation

We does not warrant or represent that the **eye** Home Smartphone Package 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** Home Smartphone is required for any reasons, any data stored in the **eye** Home Smartphone may be lost (including but not limited to any phonebooks or contact lists maintained) and no backup will be provided by us.

8. Statistical information

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

9. Other discounts

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

10. Special meanings:

In the 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 Home Smartphone means the **eye** Home Smartphone including **eye** Home Smartphone with cordless handset and AC-DC power adaptor for access of the **eye** Home Smartphone Package.

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