

**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 Home Smartphone Package for Consumer Customers

Description of Tariff:

See Annex A

Effective date of tariff:

10 September 2012.

Revision history:

Revision to the tariff U025-032 published in 1 November 2011 regarding amendment of certain terms under the Special Conditions of eye Home Smartphone Package for Consumer Customers.

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; and
- 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 Centre) 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. SMS (if applicable)

6.1 You shall give us at least 3 days' advance written notice if you choose not to receive any Commercial Electronic Messages and/or any incoming SMS sent through the eye Home Smartphone.

6.2 For SMS exchanged by you through the eye Home Smartphone, 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 Home Smartphone Package 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.

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 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.

7.2 Some Third Party Applications are preloaded onto 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** 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.

9. 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.

10. Repair of Equipment

If the **eye** Home Smartphone or the Modem we provide for use with the **eye** Home Smartphone Package is being repaired and you cannot use the **eye** Home Smartphone Package, you are still required to pay us the Charges for the **eye** Home Smartphone Package (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** 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.

12. Special meanings:

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

Modem means the modem with or without router capability we provide to you for use with the **eye** Home Smartphone Package.

SMS means Short Message Service.

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