

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

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

Name of Tariff:

Local Telephone Services (Consumer Customers) (“**Services**”)

Description of Tariff:

See Annex A.

Effective date of tariff:

10 September 2012

Revision history:

Revision to the tariffs in respect of the Services published in Gazette No. 52/1995 (Part I and Part VII) (as amended from time to time), Gazette No. 29/20035 (as amended from time to time) and U025-029 on 29 December 1995, 18 July 2003 and 7 July 2011, respectively in respect of maximum pricing regarding monthly line rental, external relocation charge, value-added services, printed bills and certain administration charges for consumer customers.

Local Telephone Services (Consumer Customers) ¹

Local Telephone Services (Consumer Customers) (“**Services**”) provide telephone line services which allow a subscriber at a bona fide place of residential address using an apparatus from a fixed line, computer device or other equipment to communicate with another such device(s) (including but not limited to originating/receiving voice calls, facsimile and other form of data transfer) for non-commercial purpose.

Value-added Services (“**VAS**”) features set out in the rates table below enable a subscriber to enjoy additional features whilst subscribing to the Services.

Services under relevant Service Plan(s) are subject to applicable terms and conditions (as amended from time to time) set out in any Service Plan(s), Application and Service Literature, applicable Special Conditions and the prevailing General Conditions of Service of HKT or General Conditions of Service of HKT (Consumer Customers) (as the case may be).

Rates table:

| <u>Particulars</u> | <u>Charge</u> <u>(HK\$)</u> |
|---|--------------------------------|
| (1) Line rental | |
| - Leasing of a telephone line for using the Services | 298 / month |
| (2) VAS ² | |
| To be offered individually or in a package (including but not limited to one or more of the following features): | 50 / month per feature |
| - Abbreviated dialing (enabling storage of frequently used number(s) by using certain designated code(s)) | |
| - Appointment service (where a customer is reminded of important appointments by HKT’s service representatives) | |
| - Block-the-blocker (enabling a customer to reject incoming calls not showing caller line identity or anonymous calls) | |
| - Call forwarding (enabling a customer to forward an incoming call to a designated telephone number) | |
| - Call number display for incoming calls | |
| - Call security (where a designated security code is required to enable making of outgoing IDD calls) | |
| - Call transfer conference (allowing a customer to add a third party from Hong Kong or overseas to existing conversation) | |
| - Call waiting | |
| - Do-not-disturb (rejecting incoming calls unless with access by a designated security code or by filtering incoming calls from designated telephone number(s)) | |
| - Duplex ringing (enabling a single telephone line using two numbers with distinct ringing tone) | |
| - Media service (such as listening to songs) | |

| <u>Particulars</u> | <u>Charge</u> <u>(HK\$)</u> |
|---|--------------------------------|
| - Music on hold (where the caller will hear music tone when being put on hold) | |
| - Music Ringtone (where the caller will hear music as ringtone) | |
| - OneCall (assigning a telephone number to a customer enabling incoming call to this number be forwarded to a designated terminating number set by such customer) | |
| - Personal assistant (a service for network-based personalized phone book, setting reminders to appointments, voice mails and access to information such as weather or news by using speech recognition technology) | |
| - Voicemail | |
| (3) Fixed Line Short Message Service (“SMS”) in text format: | |
| Fixed-to-Fixed (within HKT’s network) ³ | HK\$ 0.5/SMS |
| Fixed-to-Mobile (local) | HK\$ 1.0/SMS |
| International SMS ⁴ | HK\$ 1.5/SMS |
| (4) Other charges | |
| - Installation charge | 475 / line |
| - Installation of additional parallel extension sockets | 200 / socket |
| - Internal relocation charge | 200 / socket |
| - External relocation charge / moving charge ⁵ | 475 / line |
| - Reconnection charge | 475 / line |
| - Early termination charge for the Service(s) during a fixed term | 440 |
| - Application cancellation charge (cancellation of application for subscription to the Service(s) before completion of service installation) | 500 |
| - Charge for porting another fixed line number to replace number under existing Service | 50 |
| - Home delivery charge (for delivery of installation gift(s) and/or certain equipment(s) to customer’s address) | 200 |
| - Paper bills (additional charge payable by customers opting for receiving printed paper bill) | 20 / bill |
| - Rental charge for NGRFL telephone | 50 / month |
| - Charge for additional memory of the NGFRL telephone | 50 / month |
| (5) Special Conditions in respect of the Services | |
| - Special Conditions of Residential Telephone Line (“RTL”) Service for Consumer Customers ⁶ (see Appendix I to this Annex) | - |
| - Next Generation Residential Fixed Line (“NGRFL”) Service ⁷ (see Appendix II to this Annex) | - |

Notes:

- (1) Provisions of the Services and are subject to network resources and availability.

- (2) Usage of certain features of VAS is subject to eligibility of relevant device accessing the Service(s) and/or relevant VAS feature(s) on offer to a particular Service. Relevant terms and conditions of VAS apply.
- (3) Customers may send and/or receive SMS between compatible devices with fixed line SMS functionality connected to PCCW eye Multimedia Service / eye2 Communication Package / eye Home Smartphone Package / 0060 everywhere / NGRFL.
- (4) International SMS only applicable to SMS to/from Canada, England, China (NB. NGFL does not support International SMS from China pre-paid phone card), Australia, Taiwan, Singapore, Macau and Philippines.
- (5) Such charge is applicable for relocation / moving the subscribed service to different premises.
- (6) Applicable to consumer customers subscribed to RTL Service from 7 July 2011.
- (7) NGFL is a legacy Service offered by HKT prior to July 2011. These Special Conditions are only applicable to existing subscribers.

Appendix I

Special Conditions of Residential Telephone Line (“RTL”) Service for Consumer Customers

1. Ending the Service

If within any relevant Fixed Term and Term Extension (if any) for the RTL Service, you choose to end the RTL Service or the Contract for the RTL Service by giving us 30 days’ advance written notice where we have not breached any terms of the Contract for the RTL Service, except as described in clauses 14.2 and 22.4 of the General Conditions of Telecommunications Service (Consumer Customer), you will have to pay us the Early Termination Charges and any other Cancellation Charges for the terminated RTL Service or Contract.

2. Special meanings:

In the Special Conditions,

Term Extension means a period (a) which is additional to the Fixed Term for the RTL Service which enables you to switch your existing local residential fixed line service provided by another fixed line telecommunications operator to us; and (b) during which you are not required to pay us any Monthly Charge for the RTL Service.

Appendix II

Special Conditions of the Next Generation Residential Fixed Line

In these Special Conditions, all defined terms shall have the same meanings as those defined in the Hong Kong Telecommunications (HKT) Limited General Conditions of Service (“**General Conditions**”), unless otherwise specified in these Special Conditions:

Broadcast SMS means a SMS message sent to the Customer’s NGRFL containing promotional offers or such other similar communications that can contain a maximum of 640 characters in English or 280 Chinese or Chinese and English.

HKT means Hong Kong Telecommunications (HKT) Limited.

Intellectual Property means all rights in relation to patents, copyright, registered designs, registered trademarks, trade secrets, know-how and confidential information and all other intellectual property.

Login User Name means the identity for login to the PA Site through the Internet.

Merchant means a person who sells goods and services (other than HKT or any of its Affiliates) and from whom the Customer may purchase, propose to or does purchase goods and services via the SMS Service or SMS Information Service.

PA Site means the designated website for the PA Service as provided by HKT.

PIN means the same as in the General Conditions except to the extent that for the purpose of these Special Conditions, PIN will also include a reference herein to an IDD PIN, any Login Password, Voice PIN and any other form of customer identification (Login User Name) issued by HKT for part of the Services.

Service Access Number means the telephone numbers which enable the access to the PA Service through mobile phone number or remote access.

Short Code means the telephone numbers which enable the access to the PA Service through HKT registered Residential Direct Exchange Line (“**RDEL**”) or Citinet line telephone numbers.

Site means the website for the PA Services at www.pccw-pa.com.

1. *The Basic NGRFL Services*

New Generation Residential Fixed Line (“**NGRFL**”) is a telephone service with enriched applications provided by HKT to the Customer. Under normal circumstances, the delivery lead time of the service is within seven (7) days. The NGRFL Service consists of the following services:

- (a) RDEL;
- (b) One free Personal Assistant account, with the following capacity:
 - Personal Phonebook: with 50 text-input and five (5) voice-input records;
 - Voice Reminder: with five (5) text-input and two (2) voice-input records;
 - Voicemail Retriever;
 - Capability to retrieve Information Service; and
 - Capability to send and download SMS message.
- (c) Fixed Line SMS with one (1) SMS mailbox ID (being the Customer’s RDEL telephone number) and 10 fixed line to HKT fixed line SMS per month.

1.1 Personal Assistant Service (“**PA Service**”) means and includes the following service features:

- (i) Personal Phonebook — to store the Customers’ telephone numbers and to make calls by voice activation;

- (ii) Voice Reminder — to remind the Customers of predefined event details at designated dates and times through system-generated out-dial calls;
 - (iii) Voicemail Retriever — to remotely access up to three (3) voicemail systems, namely HKT PhoneMail service, mobile phone voicemail and office voicemail;
 - (iv) Information Service — with Text-to-Speech capability to provide information services, including news and weather and any other information as deemed appropriate by HKT with voice-activated commands and at prevailing tariffs, if applicable; and
 - (v) Send and download SMS message — to send SMS and to download ring tones, screen logos, picture message and canned SMS messages via the web portal of the PA Service account.
- 1.1.1 If the Customer prefers to register a fixed line number for their Short Code access to the PA Service via a telephone, a RDEL telephone number or Citinet line registered with HKT should be used for successful registration.
- 1.1.2 The Customer may subscribe for a maximum of four (4) PA Service accounts (inclusive of the free PA Service account) for each NGRFL. The Customer agrees to pay the prevailing tariff for each of the additional PA Service accounts with a capacity/memory as stipulated below or upgrade the free PA Service account to the following capacity /memory:
- Personal Phonebook: 500 text-input and 50 voice-input records
 - Voice Reminder: 100 text-input and 20 voice-input records
 - Voicemail Retriever: Access to three (3) voicemail systems
 - Capability to retrieve Information Service
 - Capability to send SMS and use download service
- 1.1.3 Thereafter, the Customer may further increase the memory for each of their PA Service accounts by paying the prevailing tariff, entitling the Customer to have additional memory of:
- Personal Phonebook: 500 text-input and 50 voice-input records
 - Voice Reminder : 100 text-input and 20 voice-input records
- 1.1.4 The Customer acknowledges that the maximum capacity / memory for each PA Service account, with subscribed additional memory, is as follows:
- Personal Phonebook: 1,000 text-input and 100 voice-input records
 - Voice Reminder: 200 text-input and 40 voice-input records
 - Voicemail Retriever: Access to three (3) voicemail systems
 - Capability to retrieve Information Service
 - Capability to send SMS and use download service
- 1.2 Fixed Line SMS (“**FLSMS**”) means and includes the following capabilities:
- 1.2.1 It allows the Customers to exchange messages in text format as SMS (subject to eligibility of relevant handset/device and network(s)) between:
- Fixed line and fixed line (within network of HKT); and
 - Fixed line and mobile phone (local); and
 - Fixed line to facsimile machine (local); and
 - To enable the Customers to retrieve or download SMS Information Service; and
 - To enable the Customers to send SMS via the web portal of the PA Service account; and

- To enable the Customers to retrieve or download ring tones, screen logos, picture messages and canned messages via the web portal of the PA Service account
- 1.2.2 Each SMS can contain a maximum of 160 characters in English or 70 characters in Chinese or Chinese with English (space & punctuation included).
 - 1.2.3 The Customers must use a compatible fixed line telephone with fixed line SMS functionality in order to use the FLSMS application.
 - 1.2.4 The Customers may retrieve or download information via SMS Information Service, including, but not limited to, news, weather, stock quotes, financial commentary, fortune-telling, Mark 6, and any other information as offered by HKT and/or other information providers from time to time and at prevailing tariffs, if applicable.
 - 1.2.5 The Customers may send SMS message, retrieve or download ring tones, screen logos, picture messages and canned messages via the web portal of the PA Service account from time to time and at prevailing tariffs, if applicable.
 - 1.2.6 In order to activate and use any FLSMS service, the Customer's NGRFL must be equipped with HKT's IDD service for the Customers IDD PIN to be used to enable (lock) or disable the sending of FLSMS and information retrieval/download via FLSMS.
 - 1.2.7 The Customer may opt in and utilize his/her secondary telephone number as the 2nd SMS mailbox ID on the same NGRFL if the Customer has subscribed and their NGRFL is equipped with Duplex Ringing feature.

2. *Use of the Fixed Line SMS Service*

- 2.1 The Customer must not:
 - (a) represent (by act or omission) that HKT created, endorses, has reviewed or is in any way involved in the production of the content of an SMS sent by the Customer; and
 - (b) send unsolicited promotional SMS to any other person except as set out in these Special Conditions.
- 2.2 The Customer agrees that if he/she intends to send a SMS of a promotional or similar nature to another person then he/she must obtain the express consent of the recipient to receive the promotional SMS prior to sending the SMS to that recipient. If required by HKT, the Customer must produce the express consent received from the recipient.
- 2.3 If HKT receives a complaint from a recipient about the Customer sending unsolicited SMS, then HKT may (in any order):
 - (a) notify the Customer verbally or in writing of the complaint received;
 - (b) require the Customer to respond to the complaint received and the Customer must respond to HKT within three (3) working days of receiving a notification; and
 - (b) block the Customer from sending SMS or suspend the Customer's use of the Service until the matter has been resolved.
- 2.4 An SMS successfully sent from Customer's fixed line account or through the web portal of the PA Service account regardless of whether the recipient receives or reads the short message will be considered by HKT to be a successfully sent SMS.
- 2.5 The Customers may opt to receive Broadcast SMS, block receiving Broadcast SMS or block receiving any incoming SMS at any moment by informing HKT.

3. *Use of the Information Service*

(applicable to FLSMS Service and PA Service)

- 3.1 As part of its NGRFL Service, HKT may make an Information Service available to the Customer, provided the Customer:
 - (a) satisfies the eligibility requirements for the Information Service (if any) specified by HKT from time to time; and

- (b) follows the instructions given by HKT when it provides any PIN to the Customer.
- 3.2 It is a condition of access to an Information Service that the Customer acknowledges and agrees that:
- (a) HKT and its information providers make no warranty of any kind in relation to the Information Service or any third party content or information provided to it;
 - (b) HKT and its information providers are not responsible for the accuracy, completeness, usefulness or timeliness of an Information Service;
 - (c) any views expressed are not necessarily those of HKT and its information providers;
 - (d) Information Services are made available for the personal use of the Customer and the Customer must not provide such Information Services or any information derived from such Information Services, to any other person;
 - (e) information received from the Information Services is for reference only and is not intended for trading or any other purpose; and
 - (f) Customer agrees to pay for the prevailing tariff applicable for particular Information Services retrieved or downloaded via NGRFL.
- 3.3 The Customer expressly agrees that HKT in providing the Customer with access to an Information Service is not responsible for any acts or omissions of the Merchant or of the credit provider to whom the Customer's payment details will be submitted by the Customer for approval including, refusal by any such credit provider to authorise a transaction or refund and the Customer expressly waives any rights the Customer may have against HKT in this regard.
- 3.4 HKT is not party to and is not otherwise involved in any manner in:
- (a) any verification or authentication of any payment details provided by the Customer to HKT when the Customer accesses an Information Service;
 - (b) the provision of any credit to, or any payment collection function to or from, the Customer or any other person;
 - (c) any arrangement for payment of any bill, or the settlement of any account between the Customer and any third party;
 - (d) any transaction between the Customer and a Merchant;
 - (e) any underlying transaction between a Merchant and that Merchant's preferred credit provider or banker (if any);
 - (f) any dispute between the Customer, a Merchant or a Merchant's preferred credit provider or banker (if any); and
 - (g) any dispute between a Merchant and any person to or from whom data is transferred pursuant to this Agreement.
4. *Use of the PA Service*
- 4.1 The PA Services are for the sole and exclusive use of:
- (a) the Customer; and
 - (b) in case other users are nominated by the Customer to use the Services and or the Site such other nominated users ("**Authorized User(s)**").
- 4.2 HKT will provide to the Customer and/or Authorized User(s), subject to these terms and conditions:
- (a) a form of customer identification (Login User Name) and Login Password to activate or access the PA features via the Site; and/or
 - (b) the Customer and /or Authorized User(s) may select to have a Voice PIN for authentication to access the PA features using the Service Access Number(s) or Short Code(s).

- 4.3 The Customer and/or Authorized User(s) is required to register with HKT in order to use the PA Services.
- 4.4 Upon registration, the Customer and or Authorized User(s):
- (a) must provide us with accurate, complete and updated registration information;
 - (b) will be provided with Login User Name(s) and Login Password(s) by HKT; and
 - (c) authorizes HKT to assume that any person using the Site/PA Service with the Customer's Login User Name/Login Password/ Voice PIN is either the Customer or is authorized to act for the Customer.
- 4.5 By registering to use the PA Services, the Customer warrants and represents and undertakes to HKT that:
- (a) In the case of an Authorized User(s), the Authorized User(s) has full power and authority to enter into these terms and conditions, on behalf of the Customer;
 - (b) The Authorized User(s) will use its own Login User Name/Login Password/Voice PIN only to use the PA Services;
 - (c) Any such use of the PA Services by an Authorized User will be treated by HKT as use by the Customer;
 - (d) Each Authorized User will comply with these terms and conditions and any special conditions applicable to the PA Services; and
 - (e) The Customer must not, and where applicable, the Authorized Users must not use or knowingly allow any other person to use the PA Services to breach any law or fraudulently obtain, or attempt to obtain goods or services from HKT or any other person. The Customer must, and where applicable, ensure that the Authorised User(s) notify HKT as soon as practicable if they become aware of such use.
- 4.6 If a Customer changes the existing NGRFL to another NGRFL of HKT and wishes to maintain this PA Service at any time, the Customer must notify HKT of the change and HKT will, from the date of receipt of such notice, effect the change within seven (7) days.
- 4.7 The Customer and the Authorized User(s) shall ensure that the Customer:
- (a) will not interfere with other Customers' use and enjoyment of the PA Service;
 - (b) will not use the PA Service for any unauthorized activities; and
 - (c) agrees to pay the prevailing tariff for the additional PA Service account and/or additional memory upon subscription. The Customer also agrees to pay any applicable surcharges and fees for the PA Service.

HKT's Obligations

- 4.8 HKT will provide the Customer and the Authorized Users with the Short Code, the Service Access Number for remote access, the Login User Name, the Login Password and the Voice PIN.
- 4.9 HKT reserves the right to monitor, or disclose the contents of the PA Service where required by law to do so, or where HKT believes that such disclosure is necessary to:
- (a) comply with all laws, rules and regulations;
 - (b) enforce the General Conditions as well as these Special Conditions; and
 - (c) respond to claims of infringement of rights of any third party.

Call Barring

- 4.10 The PA Service is an optional service that allows the Customer to place calls by using speech recognition technology. Calls made to the following access numbers cannot be placed through the PA Service.

- (a) Emergency numbers: 999, 992, 112; and
 - (b) Levels 002, 003, 004, 005, 0062, 007, 008, 009, 133, 1357, 15XX, 16XX, 900 and any dedicated telephone numbers or ranges prohibited by HKT, the Communications Authority or any other legislative provision from time to time, such as '14X', '4X', '10X' and '12X'.
5. In case of discrepancy between the English and Chinese versions of these Special Conditions, the English version shall prevail.