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FIXED TELECOMMUNICATIONS NETWORK SERVICES LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)

In accordance with General Condition 20 of the Fixed Telecommunications Network Services (FTNS) Licence, Hutchison Global Communications Limited ('HGC') hereby publishes the Tariffs and the Special Terms and Conditions under which it provides the following telecommunication services with immediate effect:

Service Name

HGC Broadband Phone Service

Service Description

HGC Broadband Phone Service is a category of telephone services, which is provided over broadband Internet connection and allows subscribers to make and receive telephone calls using VOIP technology. HGC Broadband Phone Service comprises of the following services:

- HGC Residential Broadband Phone Service
- HGC Business Broadband Phone Service

Amount of Charge

HGC Residential Broadband Phone Service

<i>Services</i>	<i>Description</i>	<i>Charges</i>
Monthly Service Fee		HK\$200
Broadband Phone Adaptor ('Equipment') Rental Charge		HK\$60
Value-Added Services 'VAS'	Abbreviated Dialing	HK\$55 / month
	Appointment Service	HK\$55 / month
	Do-not-disturb	HK\$55 / month
	Call Forwarding	HK\$55 / month
	Call Waiting	HK\$55 / month
	Block-the-blocker	HK\$55 / month
	Caller Number Display	HK\$55 / month
	IDD Security	HK\$55 / month
	Fax Never Busy	HK\$55 / month
	Remote Call Forwarding	HK\$55 / month
	Conference Call	HK\$55 / month
Other Services	On-site Installation	HK\$600 / visit
	On-site Maintenance/ Dismantle	HK\$600 / visit
	Internal / External Relocation	HK\$600 / order
	Reconnection Fee	HK\$600 / order
	Change of Telephone Number	HK\$150 / order
	Number Switch Over ('ONP')	HK\$300 / order
Loss/Damage/ Replacement/Failure of Return of Equipment	Broadband Phone Unit	HK\$1,200 / set
	Broadband Phone Cable	HK\$150 / set
	Power Adaptor	HK\$300 / unit

HGC Business Broadband Phone Service

<i>Services</i>	<i>Description</i>	<i>Charges</i>
Monthly Service Charge		HK\$500 / port
Equipment Rental - Integrated Access Device and its accessory		HK\$60 / port
One-off Administration Fee		HK\$1000 / port
Value-Added Services 'VAS'	Abbreviated Dialing	HK\$55/ port / month
	Appointment Service	HK\$55/ port / month
	Do-not-disturb	HK\$55/ port / month
	Call Forwarding	HK\$55 / port / month
	Call Waiting	HK\$55 / port / month
	Block the blocker	HK\$55 / port / month
	Caller Number Display	HK\$55 / port / month
	IDD call barring	HK\$55 / port / month
Other Services	On-site Installation	HK\$600 / visit
	On-site Maintenance	HK\$600 / visit
	Internal / External Relocation	HK\$600 / order
	Loss / Damage / Replacement / Failure on return of Equipment	HK\$1,200 / full set of Equipment or any part of it

Special Terms and Conditions for HGC Broadband Phone Service ('the Service'):

1. The Service which includes the supply of one set of Equipment shall only be available to the subscribers of designated premises in Hong Kong SAR ('Subscriber(s)') as may be specified by Hutchison Global Communications Limited ('HGC') from time to time. Subscriber shall have subscribed and expressly agrees to make available to HGC at the installation address a valid broadband service (not included by the Service) with unlimited access time provided by any broadband Internet access service providers in Hong Kong and fulfilled such technical requirements stipulated by HGC from time to time to enable HGC to provide the Service for the use of the Subscriber. The provision of the Service and the manner in relation to any such provision shall be subject to the sole discretion of HGC.
2. The Broadband Phone Unit and the accessory equipment thereof shall be collectively referred to as the 'Equipment'.
3. Subscriber shall at its own costs and expenses make available unlimited broadband Internet connection with the following conditions and other conditions as may be stipulated by HGC from time to time for the use of the Service: -
 - (a) stable broadband Internet connections with minimum 1.5Mbps bandwidth;
 - (b) a network that supports 10/100 Base TX interface;
 - (c) compatible with all ADSL, VDSL and Ethernet services;
 - (d) provision of a public IP address by DHCP or PPPoE or static assignment;
 - (e) a network that does not require any kind of login except PPPoE;
 - (f) in case where Local Area Network (LAN) is used, LAN environment with no firewall configured;
 - (g) a network that is NOT operating behind Network Address Translation (NAT);
 - (h) broadband Internet connections with minimum 130 kbps upload and 130 kbps download speed;
 - (i) PC installed with a LAN card with a RJ45 socket (for installation configuration);
 - (j) RJ45 plug ; and
 - (k) Phone set with RJ11 interface

HGC will not be liable in any way for the consequences or effects on the broadband service and/or speed of bandwidth that may be caused by the Service or otherwise and/or failure of Service if Subscriber cannot make available the above conditions and/or other conditions as stipulated by HGC from time to time.

4. Subscriber acknowledges and accepts that the Service may temporarily fail, or be interrupted, delayed or suspended in case of power failure or such any other situation beyond reasonable control of HGC. HGC shall in any such case resume the provision of the Service as quickly as practicable. In the event the Service is suspended due to power failure or otherwise, calls may temporarily not be able to be connected to 'Customer Input Terminal' of Hong Kong Jockey Club or emergency numbers through the Service. HGC makes no warranty as to the quality and availability of the Service and accepts no legal liability in relation thereto. HGC shall in no circumstance be held liable for any direct or indirect loss and damage arising out of such failure, interruption, delay and suspension.
5. Subscriber acknowledges and accepts that the Service and Equipment must only be used in Hong Kong SAR and at the installation address stated in the Sales Agreement. HGC shall provide the registered personal data and registered installation address of the Subscriber to the Hong Kong Police Emergency Center or any relevant entity in handling an emergency incident as directed by Office of the Telecommunications Authority upon their lawful requests in case of emergency or any other situations as HGC deems appropriate. Subscriber shall notify HGC in writing according to HGC's customer service procedures for change of its registered installation address and for updating of its new installation address in HGC's record, failing which, Subscriber runs the risk that its new installation address cannot be traced when any emergency call is made and HGC shall assume no liability for any consequence in connection with such failure of Subscriber.
6. The Equipment shall be on loan to Subscriber. The rental of the Equipment shall be terminated upon the termination of the Service. HGC reserves the right to terminate the rental of the Equipment to Subscriber at any time and for whatever reasons.
7. It shall be Subscriber's responsibility to deliver the faulty Equipment to HGC's or its authorized agent's service centre for repair and the collection thereafter of the repaired or replaced Equipment (as the case may be). The Subscriber shall collect the repaired or replaced Equipment (as the case may be) within 30 days from the notification by HGC or its authorized agent (which may be through telephone calls, facsimile, or otherwise) for such collection; otherwise, HGC or its authorized agent reserves the right to dispose of the uncollected Equipment after the said 30-day period. HGC reserves the right to continue to charge the Subscriber the monthly service fee while the Equipment is being repaired and/or in HGC's or its authorized agent's custody.
8. In the event that Subscriber requests on-site installation, maintenance or collection services, HGC or its authorized agent is entitled (whether through HGC or otherwise) to charge the Subscriber additional on-site service fee at HK\$600 per visit or at the prevailing rate of HGC or its authorized agent (as the case may be). Such rate of charge is subject to be reviewed by HGC or its authorized agent (as the case may be) from time to time. HGC or its authorized agent reserves the right not to provide such on-site services at its sole discretion.
9. It shall not be HGC's responsibility to repair or carry out any maintenance if the Equipment or any part thereof is beyond repair.
10. In the event of malfunctioning, breakdown or damage to and of the Equipment, HGC shall not be liable to repair or replace the Equipment or any part or component if such arises from or is occasioned by fair wear and tear, any misuse, negligence, willful damage, or damage on the part of

the Subscriber or its agents or employees, by breach of the terms herein, any accident beyond the control of HGC, force majeure or any use of the Equipment outside Hong Kong SAR.

11. Subscriber shall not permit or cause the Equipment to be repaired, serviced or otherwise attended to except by an authorized representative or agent of HGC.
12. As part of the Service, HGC shall connect the registered installation address to its networks for Subscriber's use through the installed Equipment. Upon termination of the Service, Subscriber shall return the Equipment to HGC in good working condition to the designated address within 30 days. In the event that (i) Subscriber does not agree to return the Equipment; (ii) Subscriber fails to return the Equipment as directed by HGC, or (iii) there is any loss or damage to the Equipment for whatever reasons, Subscriber shall be liable to HGC for an amount of HK\$1,200. Should Subscriber requests HGC to perform on-site service at Subscriber's premise for collecting the Equipment, HGC or its authorized agent will use its endeavour to make the arrangement within reasonable time upon receipt of Subscriber's written notice and will charge the Subscriber for HK\$600 per visit or any other amount as HGC shall deem appropriate from time to time.
13. HGC will not be liable to the Subscriber for:
 - (i) any fault in other equipment the Subscriber uses;
 - (ii) any fault in the Equipment whether or not caused by Subscriber tampering with it;
 - (iii) Subscriber's negligence or failure to follow HGC's instructions;
 - (iv) Subscriber's use of the Equipment with any other equipment HGC does not authorize;
 - (v) Subscriber's use of the Equipment away from the registered installation address in Hong Kong SAR.
14. All conditions, warranties and representations implied by law in relation to the provision of the Equipment and the Services by HGC are excluded unless otherwise specified herein. To the extent permitted by law, HGC and third party supplier/service provider shall not be liable whether or not in contract, tort, statute or otherwise for any cost, claim, special, direct, indirect or consequential loss or damage suffered, sustained or incurred by the Subscriber or any person from or out of or relating to the Service and/or the Equipment.
15. To the extent permitted by law, HGC and any third party provider of the Service, together with their respective directors, employees or agents expressly disclaim any liability for:
 - (i) any damage to or loss of data, voice or other information arising from the Subscriber's use of the Service or Equipment or in connection with any incorrect record, omission, transmission, communications, mixing, divulging or destruction of any communication sent or received using the Service or the Equipment;
 - (ii) any claim relating to the Service and/or any content accessible through the Service, or Equipment supplied, provided, sold or made available by or through the Service (or any failure or delay to so supply, provide, sell or make available);
 - (iii) any disruption or suspension or degradation of the Service or Equipment of any part thereof;
 - (iv) any failure, delay, malfunction or non-performance of the Service or the Equipment;
 - (v) any damage which is attributable to an event or circumstance beyond HGC's control 'Force Majeure Event'. A Force Majeure Event includes but is not limited to acts of God, war, civil disobedience, explosion, fire, flood, government or any other regulatory authorities, labour disputes, trade disputes or delays of third parties over which HGC has no control.
16. Subscriber acknowledges and agrees that HGC disclaims any liability for (i) any damage to or loss of data, software and/or hardware installed in Subscriber's computer or other equipment; (ii) any claim from Subscriber or any third party for any direct or indirect loss and all relevant claims due to, arising from or in connection with the Service or the Equipment.

17. HGC does not warrant or guarantee the Service to be continuous or uninterrupted throughout the Subscription Period. Subscriber accepts the Service and the Equipment are provided on an 'as is and/or available' basis. Subscriber accepts that the provision of the Service is contingent upon the reliability and stability of the Internet, which may be out of HGC's control.
18. Subscriber shall at all times fully comply with all legal and regulatory requirements applicable to the use of the Service and the Equipment and shall observe all instructions or guidelines as may be imposed by HGC from time to time. Subscriber further undertakes not to use or allow others to use the Service or the Equipment for any purpose which HGC considers improper, immoral, defamatory, fraudulent or otherwise unlawful.
19. Subscriber shall not in any event resell the Service.
20. Subscriber understands and accepts that the Service provided is based on the VOIP technology. Hence, the Service will be affected by the stability and confidentiality of the Internet. HGC reserves all its rights and final discretion to determine the methods and delivery route for the provision of the Service to Subscriber and HGC may alter such methods and routes from time to time as it shall deem appropriate without prior notice and/or giving any reason thereof.
21. Subscriber understands that value added services are subject to availability and discretion of HGC.
22. These Special Terms and Conditions shall be subject to the General Terms and Conditions of HGC and Special Terms and Conditions for Fixed Network Services current from time to time. If there is any inconsistency among them, the Special Terms and Conditions herein shall prevail and take the precedence over the others in the order, namely, the General Terms and Conditions of HGC and the Special Terms and Conditions for Fixed Network Services.
23. In case of discrepancies between the English and Chinese versions, the English version shall apply and prevail.