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FIXED TELECOMMUNICATIONS NETWORK SERVICES LICENCE  
TELECOMMUNICATIONS ORDINANCE (CHAPTER 106)

In accordance with the General Conditions of Service of the Fixed Telecommunications Network Services Licence, PCCW-HKT Telephone Limited ('PCCW-HKTC') hereby publishes the tariffs (as set out below) and the terms and conditions under which it will provide the Services as described below with effective from 8th November 2003.

The Services are provided to Customer subject to PCCW-HKTC's General Conditions of Services ('General Conditions') and these Special Conditions. In the event of any inconsistency between the General Conditions and the Special Conditions, to the extent of the inconsistency these Special Conditions will prevail. Capitalized terms in these Special Conditions will have the same meanings (if applicable) given to them in the General Conditions.

<i>Service</i>	<i>Particular of Service</i>	<i>Amount of Charges</i>
New Generation Business Fixed Line 2 ("NGBFL2")	New Generation Business Fixed Line 2 consists of New Gen Business DEL 2 only	
New Gen Business DEL 2 ("NGBDEL2")	(a) Business Direct Exchange Line; <ul style="list-style-type: none"> <li>• 1 to 3 lines</li> <li>• 4 to 5 lines</li> <li>• Over 5 lines</li> </ul>	\$128.8 per month \$123.8 per month \$118.8 per month
	(b) One free Personal Assistant account; and	
	(c) One Auto Receptionist account for each Customer Account Number	
	(d) One SMS mailbox ID (being the Customer's BDEL telephone number) with 10 free fixed line to fixed line SMS per month within PCCW-HKTC network (Note 2)	
The free Personal Assistant ("PA") Account	<b>Capacity / memory of the PA account:</b> Personal Phonebook: 50 text-input and 5 voice-input records Voice Reminder 5 text-input and 2 voice-input records Voicemail Retriever Information Service	Free
Further increase of memory of the free PA Account	<b>Increasing the memory by:</b> Personal Phonebook: 500 text-input and 50 voice-input records Voice Reminder: 100 text-input and 20 voice-input records	\$6 per month
The Corporate Phonebook ("CP") Account	<b>Capacity / memory of the PA account:</b> Corporate Phonebook: 300 text-input records <ul style="list-style-type: none"> <li>• NGBDEL2</li> </ul>	\$10 per line per month

	<b>Increasing the memory by:</b>	\$6 per month per
For increase of memory of any CP Account	Corporate Phonebook: 500 text-input records	Customer Account Number
The Free Auto Receptionist Account (“ARA”)	Incoming Call Handling Office Hour Greeting Non-office Hour Greeting Call Transfer to Designated Receiver	Free
1st 10 Short Message Service (SMS)	Fixed-to-Fixed (within PCCW-HKTC network) (Note 2): Fixed-to-Mobile (local):	Free \$0.5/SMS
Subsequent SMS (>10)	Fixed-to-Fixed (within PCCW-HKTC network) (Note 2): Fixed-to-Mobile (local):	\$0.5/SMS \$1.0/SMS
Promotional NGBFL2 offer (Note 1)	Customer who subscribes to NGBFL2 can enjoy: <ul style="list-style-type: none"> <li>• Unlimited free fixed to fixed SMS within PCCW-HKTC network (Note 2) till 31st December 2003; and</li> <li>• 10 free fixed to local’s mobile SMS per month till 31st December 2003.</li> </ul>	

**Optional chargeable features of the Auto Receptionist Service:**

Intelligent Call Forwarding (“ICF”)	Call Forwarding to predefined number	\$6 per month per user
Business Phonemail (Must be subscribed with ICF)	Phonemail Storage: 20 voice messages	\$25 per month per user
Info Announcement	Announcement Duration: 2 minutes	\$25 per month per Customer Account Number

*Note 1*

Customers who enjoy other existing promotional offers (including, but not limited to, Term Plan on business line rental or any rental waiver and/or rebate) on any business telephone lines are eligible to register for the NGBFL2. No early termination charge of the respective term plan will be charged provided that the Customers are using either the business telephone lines or NGBFL2 throughout the respective committed period of the Customer’s term plan. Customers enjoying PCCW-HKTC business telephone line service upon non-standard tariff prices are also eligible to subscribe to the NGBFL2 service under the respective non-standard tariff prices only for the period to which such non-standard tariff applies.

*Note 2*

Customers may send & receive FLSMS between compatible fixed line telephones with fixed line SMS functionality connected to PCCW-HKTC’s New Generation Business Fixed Line 2.

## **Special Conditions of the New Generation Business Fixed Line 2 ('NGBFL2'):**

### **Definitions:**

**Customer Account Number** means an identity number provided by PCCW-HKT Telephone Limited ('PCCW-HKTC') to the Customer upon registration for the purpose of billing and identifying the Customer.

**Authorised User(s)** means users of the Auto Receptionist Service and Personal Assistant Service nominated by the Customer to use the Auto Receptionist Service or the Personal Assistant Service or the Site.

**Company Administrator** means a person nominated and authorized by the Customer to register on the Site to become a subscriber to the Personal Assist Service and Auto Receptionist Service and manage the required input, information profile and service subscriptions of Authorized User(s) registered by the Customer to use those services.

**Broadcast SMS** means a SMS message sent to Customer's NGBFL2 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.

**Corporate Phonebook** means a phonebook of the phone details of the Customer's staff and any nominated business partners which may be utilised on a shared basis by the Customer's staff.

**Designated Receiver** means an Authorized User who receives the call that is transferred from the Auto Receptionist upon the caller's speech commands.

**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.

**Main Line** means a telephone number provided by PCCW-HKTC to the Customer to directly connect to the Auto Receptionist Service or at the Customers option, the Customer's currently registered PCCW-HKTC fixed line number to be automatically forwarded to the Auto Receptionist Service.

**Merchant** means a person who sells goods and services (other than PCCW-HKTC or any of its affiliates or related companies) and from whom the Customer may purchase, propose to or does purchase goods and services via the SMS Service or SMS Information Service.

**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 PCCW-HKTC for part of the Services.

**Service Access Number** means the telephone number which enables the access to the PA service through mobile phone number or remote access.

**Short Code** means the telephone number which enables the access to the PA Service through PCCW-HKTC registered fixed line telephone numbers.

**Site** means the website for the Personal Assistant and Auto Receptionist Services at [www.pccw-pa.com](http://www.pccw-pa.com)

## 1. The basic New Generation Business Fixed Line 2(‘NGBFL2’)

NGBFL2 is a telephone service with enriched applications provided by PCCW-HKTC to the Customer. Under normal circumstances, the delivery lead time of the service is within seven days. The NGBFL2 service consists of New Gen Business DEL 2 only.

Each NGBFL2 service consists of:

- (a) One of the following telephone line:
  - New Gen Business DEL 2(“NGBDEL2”) \* – a Business Direct Exchange Line;  
\* Business DEL that connects to a Customer Premise Equipment system and Business Faxline cannot upgrade to NGBDEL2.
- (b) One free Personal Assistant account, with the following capabilities:
  - Personal Phonebook : with 50 text-input and 5 voice-input records
  - Voice Reminder : with 5 text-input and 2 voice-input records
  - Voicemail Retriever; and
  - Capability to retrieve Information Service
- (c) One free Auto Receptionist account for each Customer Account Number.  
Each NGBFL2 of a Customer must be registered under the same Customer Account Number when subscribing for the Auto Receptionist Service.
- (d) Fixed Line SMS with one SMS mailbox ID (being the Customer’s BDEL telephone number) and 10 PCCW-HKTC fixed line to PCCW-HKTC fixed line SMS per month.

### 1.1 Personal Assistant Service (“PA Service”) includes the following service features:

- (i) Personal Phonebook - to store Customers' telephone numbers and to make calls by voice activation;
  - (ii) Voice Reminder - to remind Customers of predefined event details at designated dates and times through system-generated out-dial calls;
  - (iii) Voicemail Retriever - to remotely access up to 3 voicemail systems, namely PCCW-HKTC PhoneMail service, mobile phone voicemail and office voicemail; and
  - (iv) Information Service - with Text-to-Speech (“TTS”) capability to provide information services, including news and weather and any other information as deemed appropriate by PCCW-HKTC with voice-activated commands and at prevailing tariffs if applicable.
- 1.1.1 If Customer prefers to register a fixed line number for their Short Code access to the PA Service via a telephone, a fixed line number registered with PCCW-HKTC should be used for successful registration.
  - 1.1.2 The Customer may further increase the memory for its free PA account 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
  - 1.1.3 The Customer acknowledges that the maximum capacity / memory for each PA 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 3 voicemail systems
    - Capability to retrieve Information Service.

#### 1.1.4 Corporate Phonebook

The Customer may subscribe for Corporate Phonebook account which is shared among all staff within the Customer under the same Customer Account Number with the following capabilities:

- Minimum Corporate Phonebook entry : 300 text-input records
- Maximum Corporate Phonebook entry: 800 text-input records

### 1.2. Auto Receptionist Service (“AR Service”)

The AR Service is designed to transfer incoming calls at the Customer’s Main Line to the Designated Receiver by voice activated media. The AR Service performs the following functions:

- Incoming Call Handling – a function to determine method of handling incoming calls according to different nominated time slots; and
- Greeting Management – a function to automatically play pre-recorded greeting messages according to different nominated time slots; and
- Call Transfer to Designated Receiver - a function to transfer the caller to the appropriate department or staff of the Customer with registered fixed line phone by voice recognition of the Designated Receiver’s name.
- After Office-Hour Handling - a function to determine the method of handling incoming calls during non-office hours.

Optional Chargeable features available to the Customer are:

- A. Intelligent Call Forwarding– a feature to enable the incoming calls to be forwarded to either the Authorized User’s office phone or any other pre-defined phone number depending on the Authorized User’s Intelligent Call Forwarding settings as set-up on the Site. Each Authorized User of Intelligent Call Forwarding can define its presence status and forwarding number through the Site or access to the PA service via the registered phones as defined with the PA service.
- B. Business Phonemail – a value added service that enables the callers to leave recorded voice messages to a Designated Receiver. Each Authorized User of Business Phonemail is entitled to 20 voice messages. The voice messages can be retrieved through access to the Phonemail system via a telephone.
- C. Info Announcement – a feature to enable a recorded announcement message to be played to the callers calling into the Main Line. The Info Announcement can allow a maximum duration of 2 minutes or 300 characters for English text-input or 100 characters for Chinese text-input.

1.2.1 The Company Administrator is required to register on the Site on behalf of the Customer and must follow all instructions and prompts as indicated on the Site and must follow all instructions as provided in any service manuals or guidelines as may be provided by PCCW-HKTC from time to time.

1.2.2 If Customer subscribes to only one New Generation Business Fixed line, the Customer is entitled to a free Auto Receptionist account. With the subscription of additional New Generation Business Fixed lines by the same Customer under the same Customer Account Number, the total number of New Generation Business Fixed lines subscribed must be registered under this same Customer Account Number.

**1.3 Fixed Line SMS (“FLSMS”) means and includes the following capabilities:**

- 1.3.1 It allows customers to exchange messages in text format as SMS between:
- Fixed line and fixed line (within PCCW-HKTC network)Note 2; and
  - Fixed line and mobile phone (local); and
  - Fixed line to facsimile machine (local); and
  - To enable customers to retrieve or download SMS Information Service
- 1.3.2 Each SMS can contain a maximum of 160 characters in English or 70 characters in Chinese or Chinese with English (space & punctuation included).
- 1.3.3 Customers must use a compatible fixed line telephone with fixed line SMS functionality in order to use the FLSMS application.
- 1.3.4 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 PCCW-HKTC and/or other information providers from time to time and at prevailing tariffs if applicable.
- 1.3.5 The Customer's NGBFL2 must be equipped with PCCW-HKTC's IDD service for the Customer's IDD PIN to be used to enable (lock) or disable the sending of FLSMS and information retrieval/download via FLSMS.

**2. Registration and Use of the PA and AR Services**

- 2.1 The PA and/or AR Services are for the sole and exclusive use of:
- (a) the Customer; and
  - (b) any Authorized User(s).
- 2.2 PCCW-HKTC will provide to the Customer and/or Authorized User(s), subject to these terms and conditions:
- (a) a Login User Name and Login Password to activate or access the PA and/or AR features via the Site; and/or
  - (b) the Customer and /or Authorized User(s) may select to have a Voice PIN for the access authentication from the registered NGBFL2 and/or two optional Caller Telephone Numbers to access the PA and/or AR features using the Service Access Number or Short Code.
- 2.3 The Customer and/or Authorized User(s) is required to register with PCCW-HKTC in order to use the PA and/or AR Services.
- 2.4 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 the PCCW-HKTC; and
  - (c) authorizes PCCW-HKTC to assume that any person using the Site/PA and/or AR service with the Customer's Login User Name/Login Password/ Voice PIN is either the Customer or is authorized to act for the Customer.

- 2.5 By registering to use the PA and/or AR Services, the Customer warrants and represents and undertakes to PCCW-HKTC 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 and/or AR Services;
  - (c) Any such use of the PA and/or AR Services by an Authorized User will be treated by PCCW-HKTC as use by the Customer;
  - (d) Each Authorized User(s) will comply with these terms and conditions and any special conditions applicable to the PA and/or AR Services; and
  - (e) The Customer must not, and where applicable, the Authorized User(s) must not use or knowingly allow any other person to use the PA and/or AR Services to breach any law or fraudulently obtain, or attempt to obtain goods or services from PCCW-HKTC or any other person. The Customer must, and where applicable, ensure that the Authorized User(s) notify PCCW-HKTC as soon as practicable if they become aware of such use.
- 2.6 If a Customer changes the existing NGBFL2 to another NGBFL2 of PCCW-HKTC and wishes to maintain this PA and/or AR Service at any time, the Customer must notify PCCW-HKTC of the change and PCCW-HKTC will, from the date of receipt of such notice, effect the change within 7 days.
- 2.7 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 and/or AR Service;
  - (b) will not use the PA and/or AR Service for any Unauthorized Activities; and
  - (c) agrees to pay the prevailing tariff for the additional Personal Assistant account and/or additional memory upon subscription. The Customer also agrees to pay any applicable surcharges and fees for the PA and/or AR Service.
- 2.8 PCCW-HKTC will provide the Customer and the Authorized User(s) with the Short Code, the Service Access Number for remote access, the Login User Name, the Login Password and the optional Voice PIN.
- 2.9 PCCW-HKTC reserves the right to monitor, or disclose the contents of the PA and/or AR Service where required by law to do so, or where PCCW-HKTC believes that such disclosure is necessary to:
- (i) comply with all laws, rules and regulations;
  - (ii) enforce the General Conditions as well as these Special Conditions; and
  - (iii) respond to claims of infringement of rights of any third party;
- 2.10 PCCW-HKTC is in no way liable to the Customer for any possible losses incurred during the use of the PA and/or AR Services.

### **3. Call Barring of the PA Service**

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 Personal Assistant 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 PCCW-HKTC, the Telecommunications Authority or any other legislative provision from time to time, such as "14X", "4X", "10X" and "12X".



**4. Information Service (applicable to FLSMS and PA Service)**

4.1 As part of its NGBFL2 Service, PCCW-HKTC 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 PCCW-HKTC from time to time; and
- (b) follows the instructions given by PCCW-HKTC when it provides any PIN to the Customer.

4.2 It is a condition of access to an Information Service that the Customer acknowledges and agrees that:

- (a) PCCW-HKTC and any information service provider make no warranties of any kind in relation to the Information Service or any third party content or information provided to it;
- (b) PCCW-HKTC and any information service provider is not responsible for the accuracy, completeness, usefulness or timeliness of an Information Service;
- (c) any views expressed are not necessarily those of PCCW-HKTC or any information service provider;
- (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 NGBFL2.

4.3 The Customer expressly agrees that PCCW-HKTC 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 PCCW-HKTC in this regard.

4.4 PCCW-HKTC 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 PCCW-HKTC 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  
any dispute between a Merchant and any person to or from whom data is transferred pursuant to this Agreement.

**5. Use of the Fixed Line SMS Service**

5.1 The Customer must not:

- (a) represent (by act or omission) that PCCW-HKTC created, endorses, has reviewed or is in any way involved in the production of the content of an SMS sent by Customer; and
- (b) send unsolicited promotional SMS to any other person except as set out in these Special Conditions.

5.2 The Customer agrees that if it intends to send a SMS of a promotional or similar nature to another person then it must obtain the express consent of the recipient to receive the promotional SMS prior to sending the SMS to that recipient. If required by PCCW-HKTC, the Customer must produce the express consent received from the recipient.

5.3 If PCCW-HKTC receives a complaint from a recipient about the Customer sending unsolicited SMS, then PCCW-HKTC 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 PCCW-HKTC within three working days of receiving a notification; and
- (c) block the Customer from sending SMS or suspend the Customer's use of the Service until the matter has been resolved.

5.4 An SMS successfully sent from Customer's fixed line account regardless of whether the recipient receives or reads the short message will be considered by PCCW-HKTC to be a successfully sent SMS.

5.5 Customers may opt to receive Broadcast SMS, block receiving Broadcast SMS or block receiving any incoming SMS at any moment by informing PCCW-HKTC.

6. In case of discrepancy between the English and Chinese versions of this Special Conditions, the English version should prevail.

FIXED TELECOMMUNICATIONS NETWORK SERVICES LICENCE  
TELECOMMUNICATIONS ORDINANCE (CHAPTER 106)

In accordance with the General Conditions of Service of the Fixed Telecommunications Network Services Licence, PCCW-HKT Telephone Limited ('PCCW-HKTC') hereby publishes the tariffs (as set out below) and the terms and conditions under which it will provide the Services as described below with effect from 17th November 2003.

The Services are provided to Customer subject to PCCW-HKTC's General Conditions of Services ('General Conditions') and these Special Conditions. In the event of any inconsistency between the General Conditions and the Special Conditions, to the extent of the inconsistency these Special Conditions will prevail. Capitalized terms in these Special Conditions will have the same meanings (if applicable) given to them in the General Conditions.

<i>Service</i>	<i>Particular of Service</i>	<i>Amount of Charges</i>
VoIP Service	VoIP Service consists of basic voice services, IP centrex set A & set B features and IP data connectivity	
VoIP Service General Tariff	(a) Port Installation Charge (once-off charge) For Port Bandwidth: <ul style="list-style-type: none"> <li>• 1 Mbps – 2 Mbps</li> <li>• 3 Mbps – 5 Mbps</li> <li>• 6 Mbps – 10 Mbps</li> <li>• 11 Mbps – 30 Mbps</li> </ul>	\$ 2,600 \$ 2,750 \$ 4,400 \$ 13,200
	(b) Port Rental For Port Bandwidth: <ul style="list-style-type: none"> <li>• 1 Mbps – 2 Mbps</li> <li>• 3 Mbps – 5 Mbps</li> <li>• 6 Mbps – 10 Mbps</li> <li>• 11 Mbps – 30 Mbps</li> </ul>	\$ 1,700 / month \$ 1,750 / month \$ 2,500 / month \$ 7,000 / month
	(c) Bandwidth Rental For Port Bandwidth: <ul style="list-style-type: none"> <li>• 1 Mbps – 2 Mbps</li> <li>• 3 Mbps – 5 Mbps</li> <li>• 6 Mbps – 10 Mbps</li> <li>• 11 Mbps – 30 Mbps</li> </ul>	\$ 500 / Mbps / month \$ 500 / Mbps / month \$ 500 / Mbps / month \$ 200 / Mbps / month
	(d) Voice User Charge For Port Bandwidth: <ul style="list-style-type: none"> <li>• 1 Mbps – 2 Mbps</li> <li>• 3 Mbps – 5 Mbps</li> <li>• 6 Mbps – 10 Mbps</li> <li>• 11 Mbps – 30 Mbps</li> </ul>	\$ 10 / user / month \$ 10 / user / month \$ 10 / user / month \$ 10 / user / month
VoIP Service Relocation & Reconfiguration Tariff	(a) External Relocation (once-off charge) For Port Bandwidth: <ul style="list-style-type: none"> <li>• 1 Mbps – 2 Mbps</li> <li>• 3 Mbps – 5 Mbps</li> <li>• 6 Mbps – 10 Mbps</li> <li>• 11 Mbps – 30 Mbps</li> </ul>	\$ 2,600 \$ 2,750 \$ 4,400 \$ 13,200

(b) Internal Relocation (once-off charge)

For Port Bandwidth:

• 1 Mbps – 2 Mbps	\$ 1,300
• 3 Mbps – 5 Mbps	\$ 1,375
• 6 Mbps – 10 Mbps	\$ 2,200
• 11 Mbps – 30 Mbps	\$ 6,600

(c) Normal Reconfiguration (5-days) (once-off charge)

For Port Bandwidth:

• 1 Mbps – 2 Mbps	\$ 200
• 3 Mbps – 5 Mbps	\$ 200
• 6 Mbps – 10 Mbps	\$ 200
• 11 Mbps – 30 Mbps	\$ 400

(d) Urgent Reconfiguration (5-days) (once-off charge)

For Port Bandwidth:

• 1 Mbps – 2 Mbps	\$ 600
• 3 Mbps – 5 Mbps	\$ 600
• 6 Mbps – 10 Mbps	\$ 600
• 11 Mbps – 30 Mbps	\$ 1,200

VoIP2 Service

VoIP2 Service consists of the VoIP Service and the New Generation Business Fixed Line (NGBFL) service features

	<b>Capacity / memory of the PA account:</b>	
The free Personal Assistant (“PA”) Account	Personal Phonebook: 50 text-input and 5 voice-input records Voice Reminder 5 text-input and 2 voice-input records Voicemail Retriever Information Service	Free
	<b>Increasing the memory by:</b>	
Further increase of memory of the free PA Account	Personal Phonebook: 500 text-input and 50 voice-input records Voice Reminder: 100 text-input and 20 voice-input records	\$6 per month
	<b>Capacity / memory of the PA account:</b>	
The Corporate Phonebook (“CP”) Account	Corporate Phonebook: 300 text-input records	\$10 per voice user
	<b>Increasing the memory by:</b>	
For increase of memory of any CP Account	Corporate Phonebook: 500 text-input records	\$6 per month per Customer Account Number

1. **VoIP Service**

VoIP Service offers basic voice services, IP centrex set A & set B features and IP data connectivity.

## 1.1 VoIP Features

The VoIP Service includes:

- Basic voice services (including local and international calls)
  - Basic IP Centrex Set A Features (according to H.323/SIP)
  - Business Group Inward Dialing
    - ◆ Business Group Outward Dialing
    - ◆ Dialing Plan
    - ◆ Multi-location Intercom
    - ◆ Chargeable Call Security (e.g. IDD, Collect Call)
    - ◆ Calling Party Identification Presentation (including 1357)
    - ◆ Calling Party Identification Restriction (including 133)
    - ◆ Caller Number Display
    - ◆ Caller Number Display on Call Waiting
    - ◆ Administration Portal
  - **Basic IP Centrex Set B Features** (according to equipment vendor's standard)
    - ◆ Call Waiting
    - ◆ Call Hold
    - ◆ Distinctive Alerting/Call Waiting Indication
    - ◆ Three-way Calling
    - ◆ Caller Name Display
    - ◆ Caller Name Display on Call Waiting
    - ◆ Music On Hold
  - **Basic IP data connectivity services**
    - ◆ Network Connectivity (1M – 30M)
    - ◆ Point-to-point Connectivity
    - ◆ Point-to-Multipoint Connectivity
    - ◆ Multipoint-to-Multipoint Connectivity
  - Interconnection and operator number portability capabilities with other fixed networks
  - IP Network prioritization for voice services
  - A separate PSTN line as Lifeline is provided to each IP connection port supporting voice service
2. **VoIP2 Service** (consists of the VoIP Service and the New Generation Business Fixed Line “NGBFL” service features)

### 2.1 Definitions

**Customer Account Number** means an identity number provided by PCCW-HKT Telephone Limited ('PCCW-HKTC') to the Customer upon registration for the purpose of billing and identifying the Customer.

**Authorised User(s)** means users of the Personal Assistant Service nominated by the Customer to use the Personal Assistant Service or the Site.

**Company Administrator** means a person nominated and authorized by the Customer to register on the Site to become a subscriber to the Personal Assist Service and manage the required input, information profile and service subscriptions of Authorized User(s) registered by the Customer to use those services.

**Corporate Phonebook** means a phonebook of the phone details of the Customer's staff and any nominated business partners which may be utilised on a shared basis by the Customer's staff.

**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.

**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 PCCW-HKTC for part of the Services.

**Service Access Number** means the telephone number which enables the access to the PA service through mobile phone number or remote access.

**Short Code** means the telephone number which enables the access to the PA Service through PCCW-HKTC registered fixed line telephone numbers.

**Site** means the website for the Personal Assistant Service at [www.pccw-pa.com](http://www.pccw-pa.com)

**2.2 Personal Assistant Service (“PA Service”)** includes the following service features:

- (i) Personal Phonebook - to store Customers' telephone numbers and to make calls by voice activation;
- (ii) Voice Reminder - to remind Customers of predefined event details at designated dates and times through system-generated out-dial calls;
- (iii) Voicemail Retriever - to remotely access up to 3 voicemail systems, namely PCCW-HKTC PhoneMail service, mobile phone voicemail and office voicemail; and
- (iv) Information Service - with Text-to-Speech (“TTS”) capability to provide information services, including news and weather and any other information as deemed appropriate by PCCW-HKTC with voice-activated commands and at prevailing tariffs if applicable.

2.2.1 If Customer prefers to register a fixed line number for their Short Code access to the PA Service via a telephone, a fixed line number registered with PCCW-HKTC should be used for successful registration.

2.2.2 The Customer may further increase the memory for its free PA account 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

2.2.3 The Customer acknowledges that the maximum capacity / memory for each PA 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 3 voicemail systems
- Capability to retrieve Information Service.

2.2.4 Corporate Phonebook

The Customer may subscribe for Corporate Phonebook account which is shared among all staff within the Customer under the same Customer Account Number with the following capabilities:

- Minimum Corporate Phonebook entry : 300 text-input records
- Maximum Corporate Phonebook entry: 800 text-input records

## 2.3 Registration and Use of the PA Services

2.3.1 The PA Services are for the sole and exclusive use of:

- (a) the Customer; and
- (b) any Authorized User(s).

2.3.2 PCCW-HKTC will provide to the Customer and/or Authorized User(s), subject to these terms and conditions:

- (a) a 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 the access authentication from the registered NGBFL and/or two optional Caller Telephone Numbers to access the PA features using the Service Access Number or Short Code.

2.3.3 The Customer and/or Authorized User(s) is required to register with PCCW-HKTC in order to use the PA Services.

2.3.4 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 PCCW-HKTC; and
- (c) authorizes PCCW-HKTC 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.

2.3.5 By registering to use the PA Services, the Customer warrants and represents and undertakes to PCCW-HKTC 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 PCCW-HKTC as use by the Customer;
- (d) Each Authorized User(s) 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 User(s) 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 PCCW-HKTC or any other person. The Customer must, and where applicable, ensure that the Authorised User(s) notify PCCW-HKTC as soon as practicable if they become aware of such use.

2.3.6 If a Customer changes the existing NGBFL to another NGBFL of PCCW-HKTC and wishes to maintain this PA Service at any time, the Customer must notify PCCW-HKTC of the change and PCCW-HKTC will, from the date of receipt of such notice, effect the change within 7 days.

2.3.7 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;
- (c) will not use the PA Service for any Unauthorized Activities; and
- (c) agrees to pay the prevailing tariff for the additional Personal Assistant account and/or additional memory upon subscription. The Customer also agrees to pay any applicable surcharges and fees for the PA Service.

- 2.3.8 PCCW-HKTC will provide the Customer and the Authorized User(s) with the Short Code, the Service Access Number for remote access, the Login User Name, the Login Password and the optional Voice PIN.
- 2.3.9 PCCW-HKTC reserves the right to monitor, or disclose the contents of the PA Service where required by law to do so, or where PCCW-HKTC believes that such disclosure is necessary to:
- (i) comply with all laws, rules and regulations;
  - (ii) enforce the General Conditions as well as these Special Conditions; and
  - (iii) respond to claims of infringement of rights of any third party;
- 2.3.10 PCCW-HKTC is in no way liable to the Customer for any possible losses incurred during the use of the PA Services.

#### 2.4. **Call Barring of the PA Service**

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 Personal Assistant 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 PCCW-HKTC, the Telecommunications Authority or any other legislative provision from time to time, such as "14X", "4X", "10X" and "12X".

#### 2.5 **Information Service (applicable to PA Service)**

2.5.1 As part of its NGBFL Service, PCCW-HKTC 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 PCCW-HKTC from time to time; and
- (b) follows the instructions given by PCCW-HKTC when it provides any PIN to the Customer.

2.5.2 It is a condition of access to an Information Service that the Customer acknowledges and agrees that:

- (a) PCCW-HKTC and any information service provider make no warranties of any kind in relation to the Information Service or any third party content or information provided to it;
- (b) PCCW-HKTC and any information service provider is not responsible for the accuracy, completeness, usefulness or timeliness of an Information Service;
- (c) any views expressed are not necessarily those of PCCW-HKTC or any information service provider;
- (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 NGBFL.

2.5.3 The Customer expressly agrees that PCCW-HKTC 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 PCCW-HKTC in this regard.

- 2.5.4 PCCW-HKTC 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 PCCW-HKTC 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.

### **3. Special Service Terms & Conditions**

- 3.1 The General Conditions of Service of PCCW-HKTC and the Special Conditions of NGBFL shall apply.
- 3.2 **Minimum Quantity:** A minimum of 200 ports to be ordered by the Customer within 12 months from the date of the Service Commencement Date of the first port. Subsequent order(s) in excess of the Minimum Quantity shall be provided subject to the service coverage and the delivery schedule as stated by PCCW-HKTC.
- 3.3 **Minimum Commitment Period:** The Minimum Commitment Period of the specified Minimum Quantity shall be 18 months.
- 3.4 **Payment terms:** Six months Rental of the ordered port is payable by the Customer upon each order placement.
- 3.5 **Early Termination Charge:** If the Agreement is terminated by the Customer in accordance with these terms and conditions or the General Conditions of Service before the Minimum Commitment Period has expired, the Customer shall on termination pay to PCCW-HKTC the Termination Charge as follows. The Termination Charge shall be the balance of the Minimum Quantity Rental for the Minimum Commitment Period upon termination. If the ordered quantity is less than the imposed Minimum Quantity at the time of termination, the shortfall quantity shall be assumed to be the lowest gazetted port and bandwidth rental in Table 1 and represents payment as liquidated damages to PCCW-HKTC on termination prior to the expiry of the Minimum Commitment Period.
- 3.6 **Termination Notice:** Any notice of termination for any port after the expiry of the Minimum Commitment Period shall be made by giving at least 1 month prior written notice to PCCW-HKTC.
- 3.7 **Cancellation Charge:** A Cancellation Charge for an ordered port being 100% of the 6 months Rental of the ordered port shall be payable for any cancellation made after order acceptance and before Service Commencement Date.

- 3.8 **Service Provision and Lead Time:** The service provision lead-time shall be 6 months or longer and is subjected to copper and fiber availability as determined by PCCW-HKTC. Order acceptance of individual port will be subject to feasibility check.
- 3.9 Contractual relationship of VoIP and/or VoIP2 services is between PCCW-HKTC and the End-Users; the Customer will take full liability re-selling the VoIP and/or VoIP2 services from PCCW-HKTC.
- 3.10 PCCW-HKTC shall be responsible for assignment of numbers allocated by OFTA; the Customer shall agree and facilitate number portability upon request of End-Users.
- 3.11 The Customer is obliged to provide all necessary End-User information in relation to the directory enquiry “108” and telephone repair services “109” to PCCW-HKTC in order to comply with PCCW-HKTC’s FTNS license conditions.
- 3.12 Shall there be only 1 voice channel subscribed in a port, the Customer is obliged to provide power backup to End-Users according to OFTA’s standards.
- 3.13 VoIP standards (H.323 and SIP) are supported in the services to provide SET A features. Equipment vendor standards will be provided to support SET B features. Customers will bear their own risk in following their own equipment vendor standards. PCCW-HKTC will follow the prevailing standards, if exist, to provide SET B features in future.
- 3.14 Other voice-switching equipments (e.g. Keyline or PABX) are not supported in the VoIP services.
- 3.15 Each port shall only be providing services to 1 registered End-Customer.
- 3.16 End-Users shall agree to also comply with the General Conditions of Service of PCCW-HKTC and that of the Special Conditions of NGBFL.
- 3.17 For other chargeable services provided by PCCW-HKTC or other service providers (including other FTNS operators), the End-Users of VoIP and/or VoIP2 services shall take the liabilities of their own.
- 3.18 The connection charge specified in Table 1 does not include in-building internal trunking, which should be provided by Customer or service provider to facilitate service provisioning, if required.
- 3.19 PCCW-HKTC reserves the right not to provide the service should the Customer or service provider’s requested installation addresses be outside PCCW-HKTC’s service coverage areas, or the End-Users are not commercial users. For the purpose of these terms and conditions, these installation addresses shall not be counted as part of the Minimum Quantity.
- 3.20 PCCW-HKTC reserves the right to request the Customer to pay any additional Charges in respect of additional provisioning cost, if applicable.
- 3.21 PCCW-HKTC can give prior notice to Customer or service provider on any planned service outage.
- 3.22 Feasibility of service provision is subject to the technical compliance of the Customer with PCCW-HKTC.
- 3.23 In case of discrepancy between the English and Chinese versions of this Special Conditions, the English version should prevail.

4. **Service Provision Lead Time**

4.1 VoIP and/or VoIP2 platform setup: Maximum 6 months

4.2 Line installation:

Port speed	Provision Time
1 – 4 Mbps	About 2 weeks
> 4 Mbps	About 4 weeks

FIXED TELECOMMUNICATIONS NETWORK SERVICES LICENCE  
TELECOMMUNICATIONS ORDINANCE (Chapter 106)

In accordance with General Condition 20(2) of the Fixed Telecommunications Network Services Licence, PCCW-HKT Telephone Limited (“the Company”) hereby publishes the revised tariffs under which it will provide the following service with effect from 21st November 2003.

**Extension for Trial Service for Pay TV Operations**

1. The period of this trial service is extended for another six months starting from the effective date.
2. All tariffs and notes for previous trial period (from 21st May 2003 to 20th November 2003) apply to this trial period.

**FIXED TELECOMMUNICATIONS NETWORK SERVICES LICENCE  
TELECOMMUNICATIONS ORDINANCE (Chapter 106)**

In accordance with General Condition 20 (2) of the Fixed Telecommunications Network Services Licence, PCCW-HKT Telephone Limited ('the Company') hereby publishes the International Switched Digital Service (ISDS) Promotion Program under which it will provide the following with effect from 20th November 2003 to 31st December 2003.

**The ISDS Promotion Program**

1. Base Minutes is defined as September 2003 outgoing traffic minutes on the following selected routes - Australia, Canada, China, France, Germany, Japan, South Korea, Singapore, Taiwan, UK and USA;
2. Incremental minutes are the additional outgoing minutes of the above-mentioned selected routes for the month of October, November and December 2003 when compared with the Base Minutes. Customers are entitled to a range of gifts according to the following table:

<b>Total Incremental Minutes in the 3 months</b>	<b>Gifts</b>
300 minutes	\$500 IDD coupon (max. 3 coupons per customer)
600 minutes	\$900 IDD coupon (max. 3 coupons per customer)
1,200 minutes	Digital DECT Phone worth around \$1,300
2,100 minutes	Fax machine worth around \$2,900
3,000 minutes	Digital Camera worth around \$4,000
5,100 minutes	Digital Copier/Printer worth around \$8,000
9,000 minutes	LCD TV worth around \$13,000
15,000 minutes	LCD TV worth around \$49,000

3. After the end of the promotion period, entitled gift items and the details will be shown on a letter issued to the customer. IDD coupons, if applicable, will also be sent to the customer together with the redemption letter. The customer can use the redemption letter and/or the printed coupons to collect the Digital Products or pay the IDD charges.

**Conditions of Offer**

1. Customers cannot enjoy this promotion program and the other promotion programs of the International Switched Digital Service at the same time.
2. All customers must register for the promotion before they can enjoy the benefits of the offer.
3. The redemption letter and/or coupons have to be exercised within 3 months after the issue date of the redemption letter/coupons.
4. The General Conditions of Service, Special Conditions of the International Switched Digital Service and the Conditions of this promotion offer apply.