

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

Wharf T&T Limited ("Wharf T&T") hereby publishes the following tariff pursuant to its FIXED CARRIER LICENCE with immediate effect.

**General Terms and Conditions of Services**

Last revised: 29 June 2007 (New changes highlighted in yellow)

Publication /Effective Date: 5 May 2010

Tariff No.: F060-0025

# WHARF T&T LIMITED

## GENERAL TERMS AND CONDITIONS OF SERVICE



### 1 Application

This document details the terms and conditions for the provision of Services by Wharf T&T. The Customer is deemed to have accepted the Conditions and the relevant Tariffs when applying for the Services.

### 2 Definitions and Interpretation

2.1 Unless the context says otherwise:

"Application" means a request for Services made by the Customer which may be oral or written by completing a relevant Wharf T&T service order form or equivalent document.

"Conditions" means the terms and conditions in this document namely clauses 1 to 15 (both inclusive).

"Contract" means the agreement between the Customer and Wharf T&T for the provision of Services comprising these Conditions, the Tariff, the Application accepted by Wharf T&T and any changes as notified by Wharf T&T.

"Customer" means any person, firm or entity (a) which has registered for a Service; (b) which has used Wharf T&T's Services, but has not registered for that Service; or (c) in respect of which Wharf T&T has agreed to provide Services pursuant to an Application.

"Directory Number" means the telephone number assigned to the Customer by Wharf T&T.

"Equipment" means equipment (including software relating thereto) which is provided by Wharf T&T for the provision of a Service to the Customer and which is installed at the Customer's premises, excluding the Customer's equipment or third party equipment.

"Hong Kong" has the meaning ascribed to that term in the Interpretation and General Clauses Ordinance (Cap.1).

"Licence" means the Fixed Carrier Licence issued to Wharf T&T by the TA.

"Wharf T&T" means Wharf T&T Limited and includes any of its successors, transferees or assignees.

"Wharf T&T's Standard Business Hours" means 9:00 am to 5:00 pm Monday to Friday, 9:00 am to 12:30 pm Saturday excluding gazetted public holidays in Hong Kong.

"Network" means the network established and maintained by Wharf T&T in accordance with the Licence.

"Ordinance" means the Telecommunication Ordinance (Cap.106) and includes any replacement of or amendment to it.

"PIN" means a Personal Identification Number.

"Services" or "Service" means any telecommunications services as set out in the applicable Tariff.

"Special Conditions" means the special terms and conditions (if any) set out in the Tariff which are applicable to the Services.

"Special Number" means numbers in the Numbering Plan designated as such by the TA.

"TA" means the person appointed as the Telecommunication Authority under section 5 of the Ordinance.

"Tariff" in respect of a Service means the description of the Service, the charges and any Special Conditions relating to the Service as may be published by Wharf T&T from time to time.

2.2 Unless the context says otherwise:

(a) Capitalised terms not defined herein will have the meanings ascribed to them in the Ordinance.

(b) A reference to a clause is a reference to a clause of these Conditions.

(c) Where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

(d) The singular includes the plural and conversely.

(e) Headings to clauses are used for convenience of reference only and do not form a part of the clauses.

(f) If there is a conflict between the Conditions and the Tariff (excluding the Special Conditions) the Conditions will prevail to the extent of the conflict. If there is a conflict between the Conditions and the Special Conditions then the Special Conditions will prevail to the extent of the conflict.

(g) Any correspondence which is required to be given in writing can be given by prepaid post or facsimile transmission.

(h) All charges in the Tariff are in Hong Kong dollars.

(i) A reference to a "day" refers to a calendar day.

### 3 Provision of Services

3.1 Wharf T&T will provide the Services subject to these Conditions and the Tariff, which may be amended by Wharf T&T from time to time, and any applicable codes of practice adopted by Wharf T&T.

3.2 Where Wharf T&T has accepted an Application from the Customer, Wharf T&T will endeavour to provide the Services requested by the Customer within a reasonable time or a time agreed with the Customer.

3.3 Wharf T&T does not guarantee continuous provision of or fault free Services. To the extent allowed by the Ordinance Wharf T&T will determine the appropriate methods for providing the Services and the route along which a Service is delivered to the Customer. Wharf T&T may change the method and delivery route from time to time without informing the Customer.

3.4 The provision of a Service to the Customer is subject to the Customer providing such information as may be reasonably requested by Wharf T&T and which meet any Wharf T&T's standard credit policy requirements.

3.5 Wharf T&T will repair faults that occur due to normal wear and tear on a date agreed with the Customer unless otherwise provided, or if the Customer has entered into an alternative maintenance arrangement with Wharf T&T. In some cases a temporary repair may be performed to enable the Customer to use the Service before permanent repair is effected.

### 4 Use of Service

4.1 The Customer shall use the Services in accordance with these Conditions, the Tariffs and any other terms and conditions as may be notified by Wharf T&T from time to time.

4.2 Subject to the Contract, the Customer may allow any person to use a Service provided to the Customer by Wharf T&T provided that the Customer will remain liable to Wharf T&T for all charges incurred thereby and for any and all liabilities or obligations arising under the Contract. The Customer shall be liable for all charges incurred through the use of the Service whether such charges were incurred with or without the consent of the Customer.

4.3 If the Customer vacates the premises at which the Service is provided without cancelling the Service, the Customer will be liable for any charges outstanding in respect of the use of the Services as well as any charges incurred in respect of the Services by any person who commences occupation of the premises or remains in occupation after the Customer has vacated the premises, or by any other person whom such person permits to use the Services.

4.4 The Customer must not use or permit another person to use, a Service provided by Wharf T&T:

- (a) in connection with, or in, the commission of an offence against the laws of Hong Kong;
- (b) for the purposes of carrying on a business of providing telecommunication services, unless otherwise agreed by Wharf T&T in writing;
- (c) which infringes any rights (including intellectual property rights) of any third party;
- (d) for the purpose of sending unsolicited advertising material or message;
- (e) which interferes with, impedes or impairs the use or operation of, or do anything likely to interfere with, impede or impair the use or operation of Services provided by Wharf T&T; or
- (f) for purposes not authorised by Wharf T&T.

4.5 A Customer must:

- (a) comply with any written notice from Wharf T&T in relation to the modifications of any apparatus, or other action to be taken, to eliminate the interference, impedance or impairment or the likelihood of the interference, impedance or impairment;
- (b) permit or obtain the necessary permission to enable Wharf T&T's employees or agents to enter any premises to inspect any apparatus, including but not limited to machinery, engines, meters, lamps, transformers or fittings ("apparatus"), which is, or may be, causing or likely to cause, any interference or damage to the Network; and
- (c) provide Wharf T&T with prior and sufficient advance notice in the case where the Customer uses or intends to use the Service at any time for the purpose of receiving or delivering relatively high volume of telecommunication call traffic, or otherwise in order to eliminate the interference, impedance or impairment or the likelihood of interference, impedance or impairment to the Service or the Network.

4.6 If non-effective calls to a Customer's Service are caused by inadequate capacity in the Customer's use of a particular Service or by the Customer's use or method of operation of telecommunication services, and such non-effective calls are interfering with the efficiency or integrity of the Network, Wharf T&T may require the Customer to enlarge the capacity or change the method of operation and may, if the Customer does not comply with the requirement,

discontinue the provision of the Service to the Customer without notice to the Customer.

4.7 The Customer shall indemnify and hold Wharf T&T, its employees and agents against all claims or any losses or damages which Wharf T&T suffers or incurs as a result of:

- (a) any acts or omissions (whether or not negligent) of the Customer or any third party;
- (b) any claims by any person relating to the supply of the Service or its use by the Customer or any other person or any delay or failure to provide the Service;
- (c) a breach by the Customer of the Contract;
- (d) any unauthorised activity by the Customer or any third party to whom a Service is provided;
- (e) any claims by any person or liability of Wharf T&T under any applicable law in relation to the supply of the Service including any claims for infringement of any intellectual property rights or any claims arising out of or relating to the use of the Service to carry material of obscene, indecent or defamatory nature; and
- (f) the Company's access to the premises;

other than to the extent that the losses or damages is contributed by Wharf T&T.

## 5 Numbers

5.1 Subject to the Ordinance and the Licence, Wharf T&T may allocate a Directory Number and/or PIN to the Customer and may withdraw or vary the numbers so allocated at any time. Upon termination or cancellation of the provision of the Service by Wharf T&T to the Customer in accordance with the Contract and unless otherwise determined by Wharf T&T, the Directory Number allocated to the Customer in connection with the use of the Service shall automatically be relinquished and Wharf T&T may reallocate such number to another Customer.

5.2 The Customer is responsible for the security of any unpublished Directory Number and PIN. Wharf T&T will not be liable for any loss or damage sustained by a Customer by reason of any disclosure of an unpublished Directory Number and PIN even if such disclosure was the result of negligent act or omission of Wharf T&T.

5.3 The Customer acknowledges that the Directory Number are governed by numbering plans and guidelines issued by the TA and that the Customer has no title, goodwill or interest in any Directory Number.

5.4 The Customer acknowledges that Wharf T&T may impose a subscriber number fee or any other related or similar fees in addition to the charges for the Services if the same is imposed by the Office of the Telecommunications Authority or any other competent authority.

## 6 Access to Premises

The Customer must allow or obtain the required permission to enable Wharf T&T's employees or agents to enter at all reasonable times into the premises where the Services will be provided to inspect, test, install, maintain, replace and remove the Services or Equipment prior to, during and after the provision of the Services, as well as to inspect any other equipment used in or in connection with the Services. The Customer will provide safe access to the premises and

safe conditions for Wharf T&T's employees or agents whilst in the premises.

## **7 Equipment**

7.1 Wharf T&T will endeavour to deliver and install such Equipment as has been agreed with the Customer to the Customer's premises or a site nominated by the Customer on the date determined by Wharf T&T or agreed with the Customer.

7.2 The Customer must:

- (a) provide a suitable place for the Equipment to be installed;
- (b) provide proper and adequate lighting, air-conditioning, fire protection, approved power supply, approved wiring and any other special requirements as informed by Wharf T&T;
- (c) obtain any consents or approval required for the installation and connection of the Equipment;
- (d) provide safe conditions for the installation of the Equipment;
- (e) not misuse the Equipment and will follow Wharf T&T's directions as well as any directions from the manufacturer regarding the use of the Equipment;
- (f) leave the Equipment where it was installed and never interfere with the Equipment or any identifying marks or numbers on it unless authorised in writing by Wharf T&T;
- (g) protect the Equipment from radio or electrical interference, abnormal environmental conditions and any other risks; and
- (h) not use or allow others to use the Equipment for any purpose other than that for which the Equipment was provided.

7.3 (a) Any equipment which the Customer intends to connect to Wharf T&T's Network must:

- (i) be approved by Wharf T&T in writing prior to any connection, and
  - (ii) comply with the technical standards as advised by Wharf T&T from time to time.
- (b) At the time of application for any Services the Customer must provide all details regarding the equipment which it intends to connect to Wharf T&T's Network. Wharf T&T may reject the application if the required information is not provided or in Wharf T&T's reasonable view, the equipment does not comply with Wharf T&T's technical standards.
- (c) Wharf T&T may at any time disconnect the Customer's equipment connected to Wharf T&T's Network if:
- (i) the equipment so connected is different from the details provided by the Customer in its application for Services;
  - (ii) there is any malfunction of the equipment; or
  - (iii) the provision of the Services to the Customer is terminated or discontinued for whatever reason.
- (d) The Customer shall indemnify and save Wharf T&T harmless against all claims or actions (including action for infringement of any intellectual property rights of third parties) that may be brought against Wharf T&T as a result of any negligent acts or omissions of the Customer in connection with the use of the Services.

7.4 The following conditions shall apply to the sale and rental of Equipment:

- (a) Equipment is provided for the sole use of the Customer and in connection with the Wharf T&T Service for which it

was provided. The Equipment is not for resale or for use with other services or products.

(b) For Equipment sold, the Equipment (excluding consumables) will be warranted to be free from defect in workmanship and material under normal use and service for a period of 90 days from the date of purchase ("Warranty"). During the warranty period, Wharf T&T will at its own option and cost replace and repair the Equipment or any parts of the Equipment except replacements and repairs caused by any of the events set out in paragraph (d).

(c) For Equipment on rental, during the rental period, Wharf T&T will at its own option and cost replace and repair the Equipment or any parts of the Equipment except replacements and repairs caused by any of the events set out in paragraph (d).

(d) Wharf T&T shall not have any obligations to replace or repair the Equipment caused by: accident, negligence or improper use of the Equipment or any part of the Equipment; modification, repair or alteration made to the Equipment by persons not authorised by Wharf T&T; removal or relocation of Equipment without the approval of Wharf T&T; or non compliance of the environmental conditions for the installation of the Equipment.

(e) Wharf T&T shall have the right to terminate the rental or applicable Warranty if:

- (i) any alteration, modification or repair is made to the Equipment without the authorisation of Wharf T&T;
- (ii) any parts not approved by Wharf T&T have been used in connection with the Equipment;
- (iii) the serial number on the Equipment have been removed, defaced or altered; or
- (iv) the Equipment is re-sold or transferred by the Customer without the written approval of Wharf T&T.

(f) Wharf T&T shall be entitled to charge the Customer repair or replacement cost and other testing or handling charges in respect of the Equipment or any part of the Equipment not covered by the Warranty.

(g) Risk of loss or damage to the Equipment shall pass to the Customer on installation. In the case of sale of Equipment, title in the said Equipment shall not pass until full payment of the purchase price is received by Wharf T&T. Title shall not pass in the case of Equipment on rental.

(h) The Customer shall provide suitable environment as instructed by Wharf T&T for installation of the Equipment.

(i) On termination of the rental or expiration of the rental period the Customer shall permit Wharf T&T to access the Premises where the Equipment is installed to remove the Equipment.

(j) On expiration of the initial rental period, the Equipment rental shall continue on a monthly basis until otherwise terminated by either party by giving to the other no less than 30 days written notice or otherwise extended.

## **8 Charges for Services and Payments**

8.1 All charges for Services will be as specified in the Tariff unless otherwise agreed in writing by Wharf T&T. Wharf T&T reserves the right to amend any charges in the Tariff. Wharf T&T may not necessarily inform the Customer prior to effecting any changes to the Tariff.

8.2 The Customer shall pay Wharf T&T the full amount of the charges as specified in the statement from Wharf T&T for Services which Wharf T&T provides to the Customer

pursuant to the Contract without deduction or set-off. All charges for the Services are exclusive of any applicable taxes, withholdings of any kind, surcharges, duties or other similar charges assessed or imposed by any competent governmental authority on, or in relation to, the provision of the Service under the Contract ("Taxes"). In addition to all other charges and amounts payable under the Contract, the Customer shall pay and be solely responsible for any and all Taxes. The Customer is not entitled in any event to deduct any Taxes from the charges payable to Wharf T&T.

8.3 Charges for a Service are payable from the date when the Service is ready for operation or connected except for charges which are based on usage. All periodical and rental charges are payable in advance.

8.4 Charges payable based on usage of a Service will be calculated, except where Wharf T&T otherwise determines, by reference to the details of such usage as are recorded by Wharf T&T.

8.5 Where the telecommunications services of a third party is accessed by a person using a Service provided by Wharf T&T, Wharf T&T may require the Customer to pay the charges relating to the telecommunications services of that third party to Wharf T&T.

8.6 Statements for charges payable will be rendered in accordance with Wharf T&T's normal billing cycle for the type of Service provided, and any such charges are due and payable by the Customer to Wharf T&T by the date or within the time specified in the relevant statement from Wharf T&T. Statements for Taxes payable by the Customer will be rendered by Wharf T&T from time to time upon its receipt of request or notice from the competent governmental authority. Charges for Taxes are due and payable by the Customer either to Wharf T&T or directly to the relevant governmental authority (as specified by Wharf T&T in the relevant statement) by the date or within the time specified in the relevant statement from Wharf T&T. The Customer shall be solely responsible for any late payment interest or penalty charges imposed by the relevant governmental authority in the event that it fails to make payment on or before the payment due date as specified in the relevant statement.

"8.7 If the Customer has paid an amount of charges in advance and that the amount is less than the amount of charges payable for that period (including the effect of variation to charges during a period), the Customer shall pay to Wharf T&T for the difference between the amount paid in advance and the amount of charges so payable."

8.8 Notwithstanding the foregoing Wharf T&T may at any time issue an interim statement for charges due at the date of issue requiring payment of those charges immediately or within a specified period, and on issue of such an interim statement or demand, those charges are so due and payable by the Customer to Wharf T&T.

8.9 Payment by cheque will be deemed to be unpaid until the cheque has been cleared and the Customer will be liable to Wharf T&T for any bank fees incurred by Wharf T&T relating to an dishonoured cheque.

8.10 Where any amount due by the Customer to Wharf T&T in respect of charges payable remains unpaid on the date on which it is due, without prejudicing any other remedies available to Wharf T&T's, all charges incurred under the Customer's account(s) with Wharf T&T's shall become due immediately and payable by the Customer on demand and Wharf T&T shall have the right to suspend all other services subscribed under the Customer's account(s). The Customer shall be liable to pay Wharf T&T interest on any amount which is payable to Wharf T&T and remains unpaid at the rate equivalent to the prime rate of interest charged on overdrafts by The Hong Kong and Shanghai Banking Corporation Limited plus 2% for the period during which the payment is overdue.

8.11 The Customer will continue to be responsible for all charges incurred between the time of suspension or request for cancellation of a Service and the actual cancellation of provision of the Service.

8.12 Where the total of charges payable in any account rendered does not amount to a multiple of 5 cents, the total of the charges may be rounded down to the nearest 5 cent multiple. The Customer will not be liable for the difference between the total of the charges and the total of the charges which has been rounded down, which difference will be withdrawn.

8.13 If there is any dispute relating to the charges for Services, the records of Wharf T&T will be conclusive evidence of the charges payable by the Customer. If there is any dispute the Customer must raise such dispute with Wharf T&T within 15 days of receipt of a statement from Wharf T&T.

8.14 The Customer shall pay for all charges for Services incurred prior to the date of disconnection or suspension of Service on or before the payment due date set out in the relevant statement of account from Wharf T&T.

8.15 Unless otherwise agreed between the Customer and Wharf T&T, Wharf T&T will provide consolidated account for all Services provided by Wharf T&T and charges under consolidated account will be collected by Wharf T&T using one of the payment methods chosen by the Customer.

## **9 Security for Payment of Charges**

9.1 At any time before or during the provision of a Service, Wharf T&T may require the Customer or the applicant for the Service, as the case may be:

- (i) to provide a security deposit for charges incurred in relation to the Service; or
- (ii) to pay in advance the whole or part of the charges which will be or may be estimated to be incurred in relation to the Service.

9.2 The receipt by Wharf T&T of such a security or advance payment will in no way relieve the Customer from compliance with the Contract as to payment of periodical charges in advance, nor constitute a waiver or modification of the terms and conditions of the Contract for the suspension or cancellation of a Service for non-payment of any charges.

9.3 If the Customer has provided security or paid charges in advance, the Customer is entitled on cancellation or

termination of the Service to the release or refund of any security or any advance not required to cover charges outstanding at the time of cancellation or termination provided the Customer submits its request in writing to the Company within six (6) months of the cancellation or termination of Service.

9.4 Notwithstanding anything herein contained, security or advance payment made by the Customer is not risk free and in the unlikely event that Wharf T&T goes into liquidation, there is no guarantee that Customer will receive the security or advance payment back. In the unlikely event of liquidation, the rights for the Customer to get refund of the security or advance payment will be subject to the relevant laws and regulations governing liquidation of companies in Hong Kong.

#### **10 Cancellation, Change or Deferment of Application**

After an Application has been made and before a Service is provided the Customer may cancel, change or defer the Application by notice to Wharf T&T. The notice will be in writing except in the case of residential Services where the Customer will call Wharf T&T's Customer Services Hotline. Where the Customer cancels, changes or defers an Application prior to the provision of a Service and Wharf T&T has done preparatory work or incurred expenditure to meet the Customer's initial requirements, the Customer will pay to Wharf T&T, as appropriate, a cancellation fee (if any) specified in the Tariff, a fair and reasonable amount for the work done, any expenses incurred and loss or damage sustained by Wharf T&T directly as a result of the cancellation, change or deferment.

#### **11 Suspension or Withdrawal of Service**

Wharf T&T may suspend or restrict a Service at any time without notice for any period as it sees fit without being liable to the Customer or any third party for any loss or damage whatsoever resulting from or in connection with the suspension or restriction of the Service:

- (a) in an emergency or whenever Wharf T&T considers it necessary or reasonable in order to safeguard provision of Services to emergency and other essential services;
- (b) while payment of charges for the Services is overdue;
- (c) if Wharf T&T is unable to locate the Customer at the address notified by the Customer and has reason to believe that the Customer is no longer residing at that address;
- (d) if in the reasonable opinion of Wharf T&T there is, has been or may be unauthorised or fraudulent use of the Service;
- (e) if the Customer becomes bankrupt or insolvent or enters into a scheme of arrangement or composition with the Customer's creditors or, being a company, is placed in receivership or under official management or has a provisional liquidator appointed;
- (f) if the Customer is in material breach of any term or condition under the Contract;
- (g) if in the reasonable opinion of Wharf T&T the use of the Service or Equipment by the Customer is causing or may potentially cause damage or any interference to Wharf T&T's Network or Equipment or inconvenience to other Customers of Wharf T&T;
- (h) to carry out routine maintenance to Wharf T&T's Network;
- (i) if the Customer has incurred charges for the Service which has exceeded the credit limit allowable by Wharf T&T

irrespective of whether such credit limit has been communicated to the Customer; or

(j) if Wharf T&T is obliged to comply with a direction or request of the TA or other competent government authority.

#### **12 Cancellation of Service**

12.1 Wharf T&T may cancel the provision of a Service to a Customer without necessarily informing the Customer:

- (a) following the removal of such Service from its Tariff;
- (b) following the suspension of the Service to the Customer;
- (c) if the Customer vacates the premises in which an Equipment is located and does not request cancellation of the Services at that time;
- (d) if the Customer becomes bankrupt or insolvent or enters into a scheme of arrangement or composition with the Customer's creditors or, being a company, is placed in receivership or under official management or has a provisional liquidator appointed;
- (e) if the Customer being a natural person dies;
- (f) if, whether or not the Services has already been suspended under clause 11, payment of an account, or provision of security for the Service is overdue;
- (g) if Wharf T&T is refused entry or for any other reason is unable to enter any premises to install, inspect, repair or change the Equipment or other equipment used in connection with the Services;
- (h) if Wharf T&T has given written notice to the Customer that there is a fault in the operation of the Services which is caused by a defect in facility which is provided by the Customer and which Wharf T&T has not contracted to maintain and the defect is not corrected by the Customer after expiration of the time specified in Wharf T&T's notice;
- (i) in accordance with clause 4.6; or
- (j) if the Customer is in material breach of any term or condition of the Contract for the Service or other Services.

12.2 The minimum contract period for a Service is 3 months unless otherwise specified in the Tariff or as notified by Wharf T&T. The Customer may cancel a Service by giving to Wharf T&T not less than 30 days notice in advance after expiration of the relevant minimum contract period or minimum subscription period for that Service. If the Customer cancels the Service before expiration of the relevant minimum contract period or minimum subscription period, Wharf T&T has the right to charge the Customer cancellation charges as set out in the applicable Tariff or the Application, or an amount equivalent to charges payable for that Service during the minimum subscription period, as the case may be. For the purpose of the minimum subscription period, such period shall exclude any period of time during which free rental has been provided.

12.3 Where provision of a Service has been cancelled under clause 12.1 or clause 12.2:

- (a) the reconnection of the Services will be subject to the appropriate connection charge specified in the Tariff;
- (b) Wharf T&T may after that cancellation enter the premises to remove the Equipment;
- (c) Wharf T&T may, where it is unable within 14 days from the date the Service is cancelled to enter premises to recover the Equipment, recover against the Customer in any court of competent jurisdiction the value of the Equipment as a debt due to Wharf T&T; and
- (d) Wharf T&T may recover against the Customer in any court of competent jurisdiction any charges due and

payable by the Customer which remains unpaid following the due date for payment. Without limiting the foregoing the Customer will be liable for all legal costs (including solicitor and client costs) and all other reasonable expenses incurred in recovering any or all of the charges due and payable to Wharf T&T.

### **13 Customer Information**

13.1 In order for Wharf T&T to provide the Services to the Customer, Wharf T&T may request such information (including personal information) from the Customer, obtain the information from its Network or from another source ("Information"). The Customer may decline to provide such information requested by Wharf T&T, in which event Wharf T&T may decline to provide the Services to the Customer.

13.2 Wharf T&T (including its contractors, agents or third parties as authorised by Wharf T&T) may use and/or disclose Information to any third party for the purpose of: (a) provisioning Services to the Customer; (b) the publication of any directory listing; (c) credit checks; (d) debt collection; (e) market research; (f) informing the Customer of products or offers of Wharf T&T or any third parties; (g) prevention or detection of crime; (h) disclosure as required by law or a government authority; (i) provisioning of emergency services; and (j) any other purposes as may be notified by Wharf T&T or agreed between a Customer and Wharf T&T.

13.3 The Customer may request for a record of the Information kept by Wharf T&T and request Wharf T&T to correct such Information. Such requests shall be made in writing and any requests by the Customer for changes to the Information shall be supported by relevant documentation. Wharf T&T may impose a charge to cover the costs of complying with such requests.

13.4 The Customer will notify Wharf T&T of any change of address or any particulars provided to Wharf T&T which may affect the provision of Services to the Customer.

13.5 Notwithstanding the foregoing the Customer shall be deemed to have consented to its Information being included in a directory (in whatever medium) published by Wharf T&T, and/or being disclosed to a third party through any telephonic directory enquiry service, unless the Customer advises Wharf T&T in writing otherwise.

13.6 In circumstances where Wharf T&T has obtained from a Customer Information concerning payment instructions for charges due on the Customer's account, Wharf T&T may use the said Information to collect all payments due on the Customer's account for all Services subscribed to by the Customer, including those Services subscribed to by the Customer after the provision of the said Information by the Customer to Wharf T&T.

### **14 Exclusions and Limitation of Liability**

14.1 To the extent allowed by law, the liability of Wharf T&T whether arising from a breach of contract or negligence on the part of Wharf T&T or the employees or agents or contractors or suppliers (including suppliers of the Services or parts of the Services) of Wharf T&T will be limited to: (a) the supply or resupply of the Services, as the case may be, unless otherwise provided in the Tariff; and

(b) in the case of personal injury to or death of any person - unlimited.

14.2 Notwithstanding clause 14.1, under no circumstances will Wharf T&T, its employees, agents or contractors or suppliers (including suppliers of the Services or parts of the Services) be liable in any way whatsoever to the Customer or any other person for any special, indirect or consequential loss or damage, loss of profit, business, revenue, goodwill, use of data or anticipated savi

14.3 Each limitation or exclusion in this clause 14 is to be construed as a separate limitation or exclusion applying and surviving even if for any reason any of the provisions is held inapplicable in any circumstances.

14.4 Wharf T&T will not be liable to the Customer or any person claiming through the Customer for any defaults caused by an event beyond the reasonable control of Wharf T&T.

14.5 Notwithstanding the foregoing Wharf T&T will not be responsible to the Customer or any person for any repair required for any fault in the Service due to natural disaster; misuse or unauthorised use of Services by the Customer or any third party; the Customer's provided equipment; or abnormal environment conditions.

14.6 Without limitation to the foregoing, Wharf T&T shall not be liable to the Customer for any failure, delay, malfunction or non-performance of the Service or the Equipment or any function relating thereto directly or indirectly due to the computation of date-related interfaces, specifically the Year 2000 millennial date.

### **15 General Provisions**

15.1 The Contract represents the entire understanding between Wharf T&T and the Customer relating to the Services and there are no promises, terms, conditions or obligation, oral or written, expressed or implied, other than those contained in the Contract.

15.2 Each of the provisions of the Conditions is severable and distinct from the others and, if one or more of such provisions is or becomes illegal, invalid or unenforceable, the remaining provisions will not be affected in any way.

15.3 The Contract and the transactions contemplated by the Contract are governed by the law in force in Hong Kong and each party submits to the exclusive jurisdiction of the Courts of Hong Kong and courts of appeal from them for determining any dispute concerning the Contract and the transactions contemplated by the Contract.

15.4 The Conditions and the Tariff may be translated into Chinese. If there is any inconsistency or conflict between the English version and the Chinese version, the English version shall prevail, to the extent of such inconsistency or conflict.

15.5 A copy of the Conditions and the Tariffs may be inspected at our principal business premises or provided to you on request at a fee.

15.6 Any statements, notices or communication by Wharf T&T to the Customer shall be sufficiently given to the Customer if addressed to the Customer at the address notified to Wharf T&T by the Customer, by post or facsimile transmission and shall be deemed to have been given and received on the day on which such communication ought to have been received in the ordinary course of such transmission or delivery.

15.7 The Customer shall not assign or transfer any or all of its rights and obligation under the Contract to any third party. Wharf T&T may at any time assign or transfer any or all of its rights and obligations under the Contract to any person without the Customer's agreement.

15.8 No delay, neglect or forbearance on the part of Wharf T&T in enforcing against the Customer any term or condition of the Contract shall either be or be deemed to be a waiver or in any way prejudice any right of Wharf T&T under the Contract.

15.9 Cancellation or termination of a Service or the Contract does not operate as a waiver of any breach by a party of any of its provisions and is without prejudice to any rights, liabilities or obligations of any party which have accrued up to the date of termination, including without limitation an obligation to pay any accrued charges.

15.10 These Conditions may be amended from time to time by Wharf T&T. Such amendments shall become effective when published, advertised or notified to the Customer by such means as Wharf T&T thinks fit and shall be binding on the Customer if the Customer continues to use any of the Services after the effective date thereof. For the most up-to-date version of these Conditions, the Customer may access Wharf T&T's official website [www.wharftt.com](http://www.wharftt.com).