

TELECOMMUNICATIONS ORDINANCE (Chapter 106)
MOBILE CARRIER LICENCE

CSL Limited (**CSL**)

In accordance with each of its mobile carrier licences CSL Limited publishes the following tariff:

1 Name of Tariff

Interconnection Services Tariff (**Tariff**)

2 Description of Tariff

- (a) This Tariff sets out the Interconnection Charges (**Charges**) for the provision of Interconnection Services by CSL to:
- (i) fixed telecommunications network services licensees;
 - (ii) fixed carrier licensees; and
 - (iii) unified carrier licensees,
- providing fixed telecommunications services (**Fixed Network Operator** or **FNO**).
- (b) Subject to the special conditions set out in clause 3 of this Tariff, Fixed Network Operators who are directly or indirectly connected to CSL's network will pay the following Charges to CSL as applicable:

No.	Type of Calls	Charges per occupancy minute ¹
1	All incoming international Calls (originating from a place outside Hong Kong) routed via the FNO's network and terminating on the CSL network	HK\$0.1586
2	All outgoing international direct dialled switched voice Calls (using an IDD or ETS service hosted on or accessed through the FNO network directly interconnected by CSL with the FNO network) originating on the CSL network	HK\$0.1586
3	All value added Calls originating from CSL's network and terminating on the FNO's network in respect of telephone numbers allocated by the TA to the FNO for the purpose of providing value added services	HK\$0.1586
4	All local Calls originating from Fixed Network Operators network and terminated on CSL network	HK\$0.0436
5.	All Calls to an ICFS service hosted on or access through the FNO network ²	HK\$0.0436

¹ Where 'occupancy minute' means the duration in minutes of a call over the interconnection line between the time of seizure of a circuit and the release of a circuit.

² This Charge is in addition to the ICFS rate as determined by the TA from time to time and if the TA does not make a determination for the FMIC component of the ICFS rate, then this component will be set at the rate of HK\$0.0436.

3 Special Conditions

3.1 Alternate Tariff

- (a) If a Fixed Network Operator's published tariff for incoming international Calls (originating from a place outside Hong Kong) routed via the CSL network to terminate on the FNO network is different to the applicable Charge set out in clause 2 of this Tariff then such Fixed Network Operators who are directly or indirectly connected to CSL's network will pay the following Charges to CSL:

No.	Type of Calls	Charges
1	All incoming international Calls (originating from a place outside Hong Kong) and terminating on the CSL network	The same tariff as charged by that Fixed Network Operator for incoming international Calls (originating from a place outside Hong Kong) and routed via the CSL network to terminate on the FNO network

- (b) If a Fixed Network Operator's published tariff for outgoing international direct dialled switched voice Calls (using an IDD or ETS service hosted on or accessed through the CSL network directly interconnected by the FNO with the CSL network) originating on the FNO network is different to the applicable Charge set out in clause 2 of this Tariff then such Fixed Network Operators who are directly or indirectly connected to CSL's network will pay the following Charges to CSL:

No.	Type of Calls	Charges
2	All outgoing international direct dialled switched voice Calls (using an IDD or ETS service hosted on or accessed through the FNO network directly interconnected by CSL with the FNO network) originating on the CSL network	The same tariff as charged by that Fixed Network Operator for outgoing international direct dialled switched voice Calls (using an IDD or ETS service hosted on or accessed through the CSL network directly interconnected by the FNO with the CSL network) originating on the FNO network

- (c) If a Fixed Network Operator's published tariff for value added Calls originating from the FNO's network and terminating on CSL's network in respect of telephone numbers allocated by the TA to CSL for the purpose of providing value added services is different to the applicable Charge set out in clause 2 of this Tariff then such Fixed Network Operators who are directly or indirectly connected to CSL's network will pay the following Charges to CSL:

No.	Type of Calls	Charges
3	All value added Calls originating from CSL's network and terminating on the FNO's network in respect of telephone numbers allocated by the TA to the FNO for the purpose of providing value added services	The same tariff as charged by that Fixed Network Operator for value added Calls originating from the FNO's network and terminating on CSL's network in respect of telephone numbers allocated by the TA to CSL for the purpose of providing value added services

- (d) If a Fixed Network Operator's published tariff for local Calls originating from CSL's network and terminating on that Fixed Network Operator's network is different to the applicable Charge set out in clause 2 of this Tariff then such Fixed Network Operators who are directly or indirectly connected to CSL's network will pay the following Charges to CSL:

No.	Type of Calls	Charges
4	All local Calls originating from Fixed Network Operators network and terminated on CSL network	The same tariff as charged by that Fixed Network Operator for all Calls originating from CSL's network and terminated on that Fixed Network Operator's network

- (e) If a Fixed Network Operator's published tariff for Calls to an ICFS service hosted on or access through the CSL network is different to the applicable Charge set out in clause 2 of this Tariff then such Fixed Network Operators who are directly or indirectly connected to CSL's network will pay the following Charges to CSL:

No.	Type of Calls	Charges
5	All Calls to an ICFS service hosted on or access through the FNO network	The same tariff as charged by that Fixed Network Operator for all Calls to an ICFS service hosted on or access through the CSL network

- (f) If a Fixed Network Operator charges CSL any additional fee for, in relation to or arising out of the provision to CSL of reciprocal interconnection services, CSL may charge the Fixed Network Operator the same additional fee in respect of the same services provided by CSL to the Fixed Network Operator.
- (g) If CSL routes Calls to a Fixed Network Operator indirectly and the Fixed Network Operator charges CSL or the transit network operator any fee in respect of the service provided by the Fixed Network Operator to the transit network operator, CSL may at CSL's discretion:
- (i) charging the Fixed Network Operator an equivalent amount as a separate charge; or
 - (ii) increase the applicable Charges by an equivalent amount converted by CSL into a charge per occupancy minute.

3.2 Applicable Interconnection Agreement

If CSL and a Fixed Network Operator are parties to a valid interconnection agreement which comes into effect on or after 1 April 2009, the interconnection charges set out in that interconnection agreement will apply and the Charges set out in clauses 2(b) and 3.1 of this Tariff will not apply.

3.3 Charges apply to direct and indirect connections

The Charges are applicable to all Calls originating from the Fixed Network Operator network and terminating on CSL's network regardless of whether the Fixed Network Operator is directly or indirectly connected to CSL's network.

3.3 Transit traffic

This Tariff does not require CSL to transit Calls for the Fixed Network Operator.

3.4 Variation

CSL may vary any terms, conditions or rates of this Tariff from time to time in accordance with the conditions of CSL's mobile carrier licences.

3.5 Terms and Conditions

The Charges are subject to CSL's Interconnection Services Terms and Conditions attached to this Tariff.

4 Effective date of Tariff

The effective date of this Tariff is 9 May 2009. Subject to clause 3.2 of this Tariff, any FNO who directly or indirectly passes or receives the call types specified in clause 2(b) of this Tariff to or from the CSL network from the effective date of this Tariff, will be deemed to have accepted this Tariff.

5 Term of Tariff

This Tariff continues from the effective date of this Tariff specified in clause 4 of this Tariff until the date CSL replaces and withdraws this Tariff.

Interconnection Service Terms and Conditions

1 Definitions

Affiliates means, in relation to an entity, any other entity which directly or indirectly controls, is controlled by, or is under common control with, such entity.

Billing and Settlement Procedures means the billing and settlement procedures set out in Attachment 1 to these Interconnection Service Terms and Conditions.

Business Day means a day other than Saturday, Sunday or a public holiday in Hong Kong, or a day on which a tropical cyclone warning no. 8 or above or a black rainstorm warning signal is hoisted in Hong Kong at any time between 9.00 am and 5:00 pm.

Call means a narrowband switched voice call and includes an unsuccessful Call attempt.

Charges means the charges set out in CSL's published Interconnection Services Tariff.

Confidential Information of the Disclosing Party means all information of the Disclosing Party or any of its Affiliates (regardless of form) which:

- (a) is regarded by the Disclosing Party as confidential to it or can reasonably be inferred to be confidential from the circumstances in which it is disclosed; and
- (b) is disclosed to or observed by the Recipient (whether before, on or after the date of this agreement and whether by the Disclosing Party or any other person),

and all notes, compilations, analyses, extracts, summaries and other records prepared by or for the benefit of the Recipient or any of its Related Persons based on or incorporating that information.

Confidential Information does not include information which is in or comes into the public domain otherwise than by disclosure in breach of this agreement or an obligation of confidence owed to a party.

Interconnection Service means the services specified in clause 3 of these Interconnection Services Terms and Conditions.

Fixed Network Operator or FNO has the meaning given to that term in CSL's published Interconnection Services Tariff.

Representative of a party includes an employee, agent, officer, director, adviser, partner, joint venturer or sub-contractor of that party.

TA means the Office of the Telecommunications Authority, Hong Kong.

Unauthorised Activities means any activities of the FNO which are unauthorised by CSL or at law and includes, without limitation:

- (a) an act or omission which is fraudulent, in breach of any applicable law or licence, or which infringes CSL rights;
- (b) any translation, alternation, modification, manipulation or deletion of the CLI so that the call resembles a call type specified in the Tariff when it is not, so that it is not possible to determine whether the call is one of those call types or so that the call does not resemble one of those call types when it is; and
- (c) any act or omission conducted with the purpose or the effect of avoiding or reducing Charges which would normally attract to a call.

2 Supply of Interconnection Service

CSL will:

- (a) supply the Interconnection Service to the FNOs in accordance with these Interconnection Service Terms and Conditions; and
- (b) determine the most appropriate means of providing the Interconnection Service, including the method, technology and route of delivery of the Interconnection Service.

3 Interconnection Service

- (a) CSL will pass Calls originating on the CSL network to a point of interconnection for handover to the FNO's network.
- (b) CSL will terminate the call types set out in CSL's Tariff which originate from or transit the FNO network from an agreed point of interconnection for termination on the CSL network.
- (c) The FNO must, in respect of Calls for which the CSL's terminating service is supplied, handover Calls for termination at the point of interconnection nearest to the party initiating or making the call.
- (d) CSL will convey Calls that are handed over by the FNO from the point of interconnection to the person receiving that call located on CSL's network.
- (e) The FNO must pay CSL for Calls conveyed using CSL's originating or terminating services in accordance with the applicable Charges and the Billing and Settlement Procedures.
- (f) The FNO must comply with CSL's Interconnection Manual provided by CSL and as amended by CSL from time-to-time.
- (g) The Interconnection Service provided by CSL under these Interconnection Service Terms and Conditions does not include the provision, establishment or maintenance of interconnection links. For clarity, the provision, establishment or maintenance of interconnection links will be subject to separate terms and conditions.

4 No guarantee

CSL does not guarantee that:

- (a) the provision of the Interconnection Service will be continuously available or error free; or
- (b) the use of the Interconnection Service will be continuous or error free.

5 Calling Line Identification (CLI) and information

- (a) Each party will provide CLI where available and as far as technically practicable to the CLI recipient, except to the extent that the CLI Code otherwise provides or the TA otherwise directs. Each party must use its reasonable endeavours to ensure that it provides CLI under this clause in accordance with the signalling specifications for inter-network connection between its network and the other party's network.
- (b) The CLI provider authorises the CLI recipient to pass on the CLI to other network operators with which the CLI recipient has arranged to provide CLI provided that those other network operators are also subject to the same conditions contained in this clause 5.
- (c) The FNO must take all reasonably necessary steps to enable CSL to identify the traffic routed to the CSL network by the FNO and to meter and bill any FNO traffic terminating on the CSL

network including, without limitation, by ensuring that there is no translation of the CLI of Calls that originate on the FNO network.

6 Unauthorised Activities

- (a) The FNO must not engage in any Unauthorised Activities, either directly or indirectly.
- (b) Without limiting CSL's rights under these Interconnection Services Terms and Conditions, if CSL has reasonable ground for suspecting that Unauthorised Activities have occurred or are occurring in relation to the Interconnection Services, CSL may charge the FNO based on CSL's projected measurement of the traffic that would have been conveyed but for the Unauthorised Activity or, if it is not reasonably practicable for CSL to make such a projection, based on the traffic measured during a calendar month during which there was no such suspected Unauthorised Activity.

7 Confidentiality

- (a) Where one party (**Discloser**) discloses Confidential Information to the other party (**Recipient**), the Recipient must use the Discloser's Confidential Information solely for the purposes of performing its obligations under this agreement and keep all the Discloser's Confidential Information confidential and not disclose it to any third party except as:
 - (i) otherwise permitted under this agreement; and
 - (ii) provided for in clause 7(b).
- (b) The Recipient may disclose the Discloser's Confidential Information:
 - (i) to the Recipient's Representatives provided that:
 - (A) those Representatives need to know (and only to the extent that each has a need to know);
 - (B) those Representatives are under an obligation to the Recipient to keep the Discloser's Confidential Information confidential on terms similar in all material respects to the terms set out in this clause 7; and
 - (C) the Recipient ensures that those Representatives keep the Discloser's Confidential Information confidential in accordance with this clause 7;
 - (ii) with the prior written consent of the Discloser; and
 - (iii) to the extent that the disclosure is required by law or in order to comply with any rules or regulations of any internationally recognised securities exchanges and provided that:
 - (A) the Recipient immediately notifies the Discloser of the particulars of the required Disclosure; and
 - (B) the Recipient gives the Discloser all assistance reasonably required by the Discloser to enable the Discloser to take any steps available to it to prevent the disclosure or to ensure that it occurs subject to an obligation of confidence.
- (c) The Recipient must, immediately upon expiry or termination of this agreement or on request by the Discloser, at the Discloser's option, return, destroy, or in the case of machine-readable records, delete all the Discloser's Confidential Information that is in the Recipient's possession or under its control. This clause does not apply to the extent that the Recipient is required by law to retain the Discloser's Confidential Information.

- (d) The Recipient's obligations under this clause 7 continue indefinitely, even where physical copies of the Discloser's Confidential Information have been returned to the Discloser or destroyed.
- (e) The Recipient acknowledges that if it breaches its obligations under this clause 7, monetary damages may not be a sufficient remedy and the Discloser will be entitled, without limiting any of its other rights or remedies, to injunctive or equitable relief to deal with the breach.

8 Suspension and termination

- (a) CSL may suspend, withdraw or restrict all or part of the Interconnection Service if:
 - (i) CSL has reasonable grounds for suspecting that Unauthorised Activities have occurred or are occurring in relation to the Interconnection Services; or
 - (ii) CSL considers it necessary to do so in order to carry out maintenance or upgrades of its network, including in emergency situations, and in all such cases CSL will make reasonable efforts to minimise any disruption to the Interconnection Service.
- (b) CSL may terminate the provision of the Interconnection Services with immediate effect by giving notice in writing to the FNO:
 - (i) where the information provided by the FNO in applying for the Interconnection Service is found to be false, inaccurate or misleading;
 - (ii) the FNO breaches a material term of these Interconnection Service Terms and Conditions and that breach is not remedied within 5 Business Days after receiving written notice to do so;
 - (iii) the FNO becomes subject to any form of insolvency, administration or winding up; or
 - (iv) the FNO's telecommunications licence is revoked by the Telecommunications Authority or the other party ceases to operate a telecommunications network or to provide any telecommunications services for any other reason.
- (c) CSL's termination of the provision of the Interconnection Services will not prejudice or affect any right of action or remedy which will have accrued or will thereafter accrue to either party before the date of termination. These Interconnection Service Terms and Conditions will continue to operate after termination until CSL has been fully paid for the Interconnection Services provided by CSL to the FNO prior to termination.

9 Dispute resolution

CSL and the FNO must use their reasonable efforts to promptly resolve any dispute arising out of or relating to CSL's provision of the Interconnection Services or these Interconnection Services Terms and Conditions which is notified by one party to the other in writing. If the parties are unable to resolve any dispute by negotiation within 30 Business Days after the date of the notice of dispute, either party may commence proceedings with the TA in relation to the dispute.

10 Assignment

CSL may assign its rights and obligations under these Interconnection Service Terms and Conditions to any of its Affiliates capable of performing the relevant obligations.

11 Limitation of liability

- (a) CSL excludes all liability to the FNO (whether under contract, tort, statute or otherwise) for any liability of the FNO to a government agency under or in relation to the FNO's telecommunications licence.

- (b) Nothing in these Interconnection Service Terms and Conditions in any way excludes or restricts CSL's liability in relation to claims for death or personal injury resulting from any negligent or wilful act or omission of CSL, its employees, agents and servants arising out of the carrying out of CSL's obligations under these Interconnection Services Terms and Conditions to the extent that the damage is directly caused by CSL and such claim, loss or damage has not been contributed to by the FNO's acts or omissions.
- (c) To the full extent permitted by law, CSL excludes:
 - (i) special, indirect, incidental, consequential or punitive damages; and
 - (ii) economic loss, loss of profits or any of the following – revenue, clients, bargain, goodwill, anticipated savings, use of products or equipment, software, data or management time,whether the relevant claim is made for breach of contract, in tort (including negligence), under statute, under an indemnity, for breach of conditions and warranties implied by custom, the general law or statute, in respect of any claims by a third party against the FNO, CSL or otherwise and whether or not CSL was aware or should have been aware of the possibility of such loss or damage.
- (d) The liability of CSL to the FNO for all claims for breach of contract, in tort (including negligence), under statute, under an indemnity, for breach of conditions or warranties implied by custom, the general law or statute arising by reason of or in connection with these Interconnection Service Terms and Conditions will be limited to HK\$10,000,000 for any one incident or series of events arising from a single incident or common cause, and an aggregate of HK\$50,000,000.

12 Entire agreement

These Interconnection Terms and Conditions are the entire agreement between CSL and the FNO about its subject matter and replaces all previous agreements, understandings, representations and warranties about the subject matter.

13 Severability

Any term of these Interconnection Terms and Conditions which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of the terms and conditions is not affected.

14 Cumulative rights

The rights of CSL under these Interconnection Terms and Conditions are in addition to and do not exclude or limit any other rights or remedies provided by law.

15 Governing law

These Interconnection Terms and Conditions will be construed and interpreted in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China.

Attachment 1 to Interconnection Services Terms and Conditions

Billing and Settlement Procedures

1 Definitions

Capitalised terms used in these Billing and Settlement Procedures which are not defined below but are defined in the Interconnection Services Terms and Conditions have the meaning given to those terms in the Interconnection Services Terms and Conditions.

Billing Information means the information set out in the Statements including, without limitation, the description, unit rate, number of Calls, number of minutes and amount of the Charges for each of the Interconnection Services.

Due Date has the meaning given to that term in clause 3.1 of this Attachment 1.

Interest Rate means a rate of interest which is equal to 2% above the prime lending rate of The Hongkong and Shanghai Banking Corporation Limited as current from time to time.

Statement means a statement issued by CSL in accordance with clauses 2.1, 2.3(b), 2.4(d)(ii), 6(b)(i) of this Attachment 1.

2 Issue of Statements

2.1 Issue of Statements

Within 15 calendar days after the expiry of each calendar month, or as soon as practicable thereafter, CSL will provide to the FNO a statement containing the Billing Information and the amount due to be paid by the FNO to CSL for the Interconnection Services provided in that month.

2.2 Accuracy of Statements

- (a) CSL's network records of the Interconnection Services are conclusive evidence that the Interconnection Service was provided in the manner recorded by CSL.
- (b) CSL is not obliged in any way to check Statements for errors after those Statements have been issued to the FNO.

2.3 Correcting errors in Statements

- (a) If CSL identifies an error in a Statement that resulted in CSL invoicing the FNO for an amount more than the correct amount, CSL will credit the amount invoiced in excess of the correct amount to the FNO in the immediate next Statement issued by CSL to the FNO.
- (b) If CSL identifies an error in a Statement that resulted in CSL invoicing the FNO for an amount less than the correct amount, CSL may issue a separate statement for the difference and if CSL has reason to believe that a Statement was issued for an amount less than the correct amount as a result of incorrect information being provided by the FNO, CSL may also apply late payment interest to the difference calculated in accordance with clause 3.3 of this Attachment 1 as if it were set out in the original Statement.

2.4 Non-availability of CSL's system

If CSL's billing system is not available or fails to operate to allow CSL to generate a Statement at the relevant time:

- (a) CSL may generate a provisional Statement based on the traffic measured for the immediately preceding month for which data is available;

- (b) CSL will notify the FNO of the system non-availability or failure and state that the Statement is provisional;
- (c) all procedures relating to payment and late payment interest are applicable to such a provisional Statement as if it were a Statement issued in the normal course; and
- (d) when CSL's system is again fully operational, CSL will process the records for the period during which the system was not available and if there is any difference between the provisional Statement and the actual amount calculated after reprocessing, CSL will adjust the invoiced amount as follows:
 - (i) if the reconciliation shows that there has been an overpayment, CSL will credit the amount invoiced in excess of the correct amount to the FNO in the immediate next Statement issued by CSL to the FNO; and
 - (ii) if the reconciliation shows that there has been an underpayment, CSL may issue a separate statement for the difference.

3 Payment

3.1 Timing of payment

The FNO must pay each Statement within 30 calendar days after the date of that Statement (**Due Date**).

3.2 Method of payment

All amounts payable by the FNO to CSL must be paid directly by electronic transfer to a bank account nominated in writing by CSL and such amounts must be paid without set off of counter claim and free and clear of any withholding, deduction or tax.

3.3 Interest for late payment

- (a) If a Statement is not paid by the Due Date, the FNO must pay to CSL interest in respect of the overdue amount calculated at the Interest Rate from and including the day immediately following the Due Date until the date the overdue amount is received in full by CSL.
- (b) Interest payable under clause 3.3(a) of this Attachment 1 accrues and is capitalised daily.

3.4 Set-off

CSL may, by notice to the FNO, reduce any fees, charges, costs or other amounts CSL owes to the FNO under any arrangement or agreement between CSL and the FNO by any amount the FNO owes to CSL under the Interconnection Services Terms and Conditions.

4 Notification of a dispute

- (a) If the FNO wishes to raise a bona fide dispute in respect of an amount set out in a Statement, the FNO must, within 20 Business Days of the date of the Statement, notify CSL in writing specifying:
 - (i) the Statement in dispute;
 - (ii) the Disputed Amount and the undisputed amount of that Statement;
 - (iii) the reasons for the dispute;
 - (iv) the facts on which the FNO relies to support the dispute; and

- (v) based on those reasons and facts, whether the dispute relates to measuring devices and billing systems or whether it relates to other matters.
- (b) The FNO may not raise a dispute in respect of an amount set out in a Statement more than 20 Business Days after the date of the Statement.

5 Disputed amounts

- (a) If an amount set out in a Statement is the subject of a bona fide dispute (**Disputed Amount**), the FNO must pay the undisputed balance of the amount set out in the Statement to CSL.
- (b) If at any time, the Disputed Amount is no longer the subject of a bona fide dispute, the FNO must immediately pay the Disputed Amount to CSL together with interest for late payment calculated in accordance with clause 3.3 of this Attachment 1.

6 Investigation of measuring device and billing systems dispute

- (a) Where a dispute relates to measuring devices and billing systems CSL and the FNO must use their best endeavours to:
 - (i) investigate and resolve the dispute by establishing and undertaking joint testing procedures to investigate whether there is substantial discrepancy between the measuring devices and billing systems operated by the respective parties;
 - (ii) conclude such testing by no later than 30 Business Days after the date the FNO notified CSL of the dispute under clause 4(a) of this Attachment 1; and
 - (iii) otherwise take such reasonable steps as may be necessary to resolve the dispute.
- (b) If, as a result of an investigation conducted under clause 6(a) of this Attachment 1, CSL and the FNO find a material error in a Statement, then, if as a result of that error:
 - (i) CSL has issued a Statement for less than the correct amount, the FNO must immediately pay the Undisputed Amount and CSL may issue a separate statement for the difference and CSL may also apply late payment interest to the difference calculated in accordance with clause 3.3 of this Attachment 1 as if it were set out in the original Statement; or
 - (ii) part of the Disputed Amount is not payable by the FNO, the FNO may retain that part and must immediately pay CSL the balance; or
 - (iii) all of the Disputed Amount is not payable by the FNO, the FNO may retain the Disputed Amount.

7 Negotiation of other disputes

- (a) Where:
 - (i) a dispute relates to matters other than measuring devices and billing systems; or
 - (ii) a dispute relates to measuring devices and billing systems but CSL and the FNO have been unable to resolve that dispute under clause 6 of this Attachment 1,

the parties must use their reasonable efforts to promptly resolve such dispute.
- (b) If the parties are unable to resolve any dispute by negotiation within 30 Business Days after notification of the dispute, either party may commence proceedings with the Telecommunications Authority in relation to the dispute.