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Gazette No.: 30/2001 Published on 27 Jul 2001
FIXED TELECOMMUNICATION NETWORK SERVICES LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)

In accordance with General Condition 20 of its Fixed Telecommunication Network Services (FTNS) License, China Unicom International Limited (hereinafter referred to as "Unicom") hereby publishes its Standard Terms and Conditions for IDD Service, ATM & FR Service and Internet Service (hereinafter referred to as "Services"), provided under its FTNS license.

1. DEFINITIONS

"ATM & FR Service" means the Asynchronous Transfer Mode Service and Frame Relay Service originating from Unicom's Local Site and terminated at Customer's PRC Local Site.

"Customer's Hong Kong Local Site" means Customer's site in the Hong Kong Special Administrative Region ("HKSAR") as specified on the Service Request Form and accepted by Unicom.

"Customer's PRC Local Site" means Customer's site in the People's Republic of China ("PRC"), which can be located in Guangzhou, Beijing or Shanghai, as specified on the Service Request Form and accepted by Unicom.

"Force Majeure" includes any event beyond the reasonable control of the party affected, including without limitation fire, flood, power failure, war, riots, insurrection, acts of God, evil commotion, strikes, labor disputes, freight embargoes, acts of any government, quasi-government or public or military authority.

"IDD Service" means International Direct Dialing Service originating from Hong Kong.

"Initial Deposit" means the initial deposit as specified in Clause 5.5.

"Installation Charge" means the installation charge as specified in Schedule A.

"Installation Commencement Date" means the date on which the Services circuit installation commences, or the date after Unicom's receipt of the Installation Charges and the Initial Deposit, whichever is later.

"Internet Service" means the provision of access to the International Internet network including the Mainland Internet from Customer's Hong Kong Local Site.

"Minimum Commitment Period" means the period of twelve (12) months commencing on the Service Commencement Date.

"Service Commencement Date" means the date after the completion of installation of the Services circuit and the passing of tests of the circuit by Customer according to the ITU-T technical specifications.

"Service Request Form" means the form prescribed by Unicom for Customer to request any of the Services (excluding the IDD Service) from Unicom, which form may from time to time be amended by Unicom at its sole discretion.

"Unicom's Local Site" means the operation centre of Unicom situated in Shatin Hong Kong or other operation centre(s) as may be specified by Unicom from time to time.

2. PROVISION OF THE SERVICES

2.1 Unicom agrees to provide the Services to Customer subject always to Customer paying all charges as and when they become due and payable under this Agreement and to Customer's due performance and observance of the terms and conditions herein set out.

2.2 Customer's requests for ATM & FR Service and Internet Service shall be made by a fully completed Service Request Form. Provision of any of the Services by Unicom shall be subject to Unicom's written confirmation to Customer that it will provide the requested service after Unicom has been satisfied with all necessary evaluation, including without limitation Customer's proposed usage for the service.

- 2.3 Unicom will notify Customer of the proposed Service Commencement Date within 14 days after it has conducted such circuit tests as Unicom considers appropriate to ensure that the Services function and perform in accordance with relevant ITU-T recommendations and standards prescribed by the HKTA or other competent authority. Customer shall provide Unicom such information and assistance, as Unicom reasonably requires to design, arrange for, test and commission the Services.
- 2.4 Unicom will make reasonable efforts to commence providing the Services to Customer on the proposed Service Commencement Date, but shall not be liable to Customer or any third party whatsoever should the Services fail to commence on that date.
- 2.5 Unicom may suspend the Services in whole or in part or limit access to the Services at any time without notice but Unicom shall use reasonable efforts to minimize such suspension or limitation. Unless otherwise specified in writing by Unicom, Customer will still be liable for all charges during such period of suspension or limitation.
- 2.6 Unicom reserves the right, at any time and at its absolute discretion, to expand, reduce or modify any part of the Services with reasonable notice to Customer.

3. CHARGES

- 3.1 Customer agrees to pay the following charges to Unicom in consideration of Unicom providing the Services:
- (1) For ATM & FR Service and Internet Service, the Installation Charge.
 - (2) For ATM & FR Service and Internet Service, the monthly service charges as specified in Schedule A.
 - (3) For IDD Service, the charges are on a monthly basis; the charges are calculated monthly by summing all terminal destination rates multiplied by the total traffic volume located on the same destinations. The destinations rates are specified in Schedule A.
- 3.2 The Installation Charge is payable immediately upon the signing of this Agreement. Monthly service charges are payable monthly in advance and will first become payable on the Service Commencement Date.
- 3.3 For ATM & FR Service and Internet Service, if any monthly service charge commences on a date other than the first date of a month or terminates on a date other than the last date of a month, the service charge payable for the part month shall be calculated pro-rata on a thirty (30) day month basis.
- 3.4 All payments under this Agreement (including without limitation the Installation Charge) are non-refundable. Customer is responsible for all charges and expenses incurred through use of the Services whether such use is by Customer or any third party with or without the authority, knowledge or consent of Customer.
- 3.5 Unicom reserves the right to increase the monthly service charges at any time and Customer shall on demand pay such increased monthly service charges.

4. INVOICES AND PAYMENTS

- 4.1 For ATM & FR Service and Internet Service, invoices will generally be issued to Customer 10 days before the first date of each month, and the due date is the first day of each month.
- 4.2 For IDD Service, the payment for the service is on a monthly basis. During the first 5 working days of each month Unicom will provide to Customer a statement of account of last month for the service provided by Unicom. Each statement of account will provide a list of call records specifying the destination used, total volume used for each destination and unit charge for each destination. The due date for the bill is 10 days from the date of receipt of the statement of account.
- 4.3 Customer shall pay each invoice in full on or before the due date specified on the invoice without set-off or counterclaim and free and clear of any withholding or deduction and in the manner

specified in the invoice or, if no such manner is specified in the invoice, by cash, cheque, direct debit or any other method accepted in writing by Unicom.

- 4.4 If a cheque or payment by direct debit is dishonored or cancelled, Customer shall pay to Unicom a reasonable administrative charge imposed by Unicom.
- 4.5 Time for any payment under this Agreement is of the essence. If any payment due under this Agreement is not received by Unicom by its due date, without prejudice to any other rights and remedies of Unicom, Customer shall pay interest accrued on daily basis from the due date until the date of full payment received by Unicom at an interest rate of 2% above the prime lending rate of The Bank of China as current from time to time.
- 4.6 Unicom's metering and billing records shall in the absence of manifest error be final and binding on Customer.
- 4.7 All inquiries and disputes concerning any invoice shall be made to Unicom within 5 days from the relevant invoice date and Customer agrees and acknowledges that no invoice shall be challenged and Customer's rights in respect thereof shall be deemed to have been waived after the expiry of 5 days from the invoice date, provided that nothing herein shall relieve Customer from the obligation to pay the invoiced amount on or before the payment due date as specified on the invoice.

5. DEPOSIT

- 5.1 At any time before or during the provision of the Services, Unicom shall have the right to require Customer to provide a deposit as security for the due performance and discharge by Customer of any of its obligations and liabilities under this Agreement. The amount of the deposit shall be determined by Unicom at its sole discretion and Unicom reserves the right to increase the amount from time to time.
- 5.2 Without prejudice to any other rights or remedies which Unicom may have against Customer, Unicom shall have the right to apply and set off any deposit against any sum due or owing by Customer under this Agreement or for any loss or damage suffered or sustained by Unicom as a result of any non-performance or non-observance by Customer of any terms, conditions and obligations under this Agreement.
- 5.3 Subject as aforesaid, the deposit shall be refunded to Customer without interest after the termination of this Agreement and the settlement of all outstanding charges payable hereunder and all claims brought by Unicom against Customer under this Agreement.
- 5.4 The deposit does not relieve Customer from its obligation to pay any amount due to Unicom as the same becomes due and payable, nor does it enable any set-off, deduction or withholding from any such amount or any part thereof. The deposit will not affect any right of Unicom to suspend, cancel or terminate this Agreement for non-payment.
- 5.5 Upon the signing of this Agreement, Customer shall pay to Unicom an initial deposit equal to three months of the monthly service charge for the Services (for IDD Service, the amount is the total charge of monthly voice traffic volume committed by Customer)

6. TERMINATION

- 6.1 Upon the expiry of the Minimum Commitment Period, either party shall have the right to terminate this Agreement by giving to the other party not less than thirty (30) days' notice in writing.
- 6.2 Unicom shall have the right to terminate this Agreement forthwith at any time without notice if:
 - (1) Customer is in breach of any term or condition of this Agreement including the failure to:
 - (i) pay any amount owing and due under this Agreement; or
 - (ii) perform any obligation under this Agreement;
 - (2) Unicom suspects fraud or misuse of the Services or any unauthorized activity in relation to use of the Services by any person, regardless of whether Customer has consented to or has knowledge of such fraud, misuse or unauthorized activity;
 - (3) Customer is named as a defendant or threatened with suit in any action or proceeding in

- which it is alleged that the Services has been used to carry defamatory material;
- (4) Customer uses the Services for any improper purpose or for the purpose of sending any unsolicited advertising material or any material of obscene or indecent nature;
 - (5) Customer uses the Services for any improper purpose or for the purpose of sending any material which is prohibited by the laws of the PRC or the PRC Government or will sabotage society stability or disturb public order;
 - (6) in the case of a Customer that is a legal entity and that becomes insolvent or bankrupt, Customer is subject to a winding up proceeding, has a receiver appointed, is dissolved or is in the process of dissolution, or makes any arrangement or composition for the benefit of creditors;
 - (7) any of the information provided by Customer to Unicom in applying for the Services is found to be false, inaccurate or misleading; or
 - (8) Customer fails to pay the Initial Deposit; or
 - (9) Customer ceases, or threaten to cease, to carry on business; or
 - (10) the provision of the whole or any part of the Services becomes illegal by virtue of any governmental, quasi-governmental or other regulatory action;
 - (11) any situation occurs which in the opinion of Unicom gives reasonable grounds to believe that a material adverse change in the operations, business, assets, liabilities or condition (financial or otherwise) of Customer has occurred or that the ability of Customer to perform its obligations under these conditions or Customer's agreement with Unicom for the Services has been or will be materially and adversely affected.

6.3 If Customer seeks to terminate this Agreement prior to the expiry of the Minimum Commitment Period other than for Force Majeure, Customer shall be liable, as a genuine pre-estimate of Unicom's loss and not as a penalty, to pay/forfeit the following to Unicom:

- (1) A sum equal to one month of the monthly service charge for the Services as specified in Schedule A;
- (2) The Initial Deposit;

6.4 The termination of this Agreement shall be without prejudice to any rights or claims that Unicom may have against Customer prior to the date of termination and shall not relieve Customer from fulfilling its obligations including payment of all outstanding charges prior to the date of termination. Any amount accrued and unpaid shall be due and payable forthwith upon termination.

7. LIMITATION OF LIABILITY AN DINDEMNITY

7.1 Customer agrees and acknowledges that Unicom shall not be liable for any consequential, direct, indirect, special, incidental or other loss or damages whatsoever (including loss of profits or otherwise and whether caused by the negligence of Unicom or Unicom's employees, agents or sub-contractors or otherwise) arising from any failure, interruption or deficiency of Services or facilities provided pursuant to this Agreement. Unicom's liability for any interruption, delay, error, failure or defect in transmission, equipment or the Services provided to Customer under this Agreement shall be limited to an amount equivalent to Unicom's charges incurred by Customer for the period of the Services during which such circumstances occurred.

7.2 Unicom disclaims any warranty or responsibility, whether express or implied, as to any title, fitness for purpose, merchantability or quality of the Services, or that the Services will be uninterrupted, error-free and free of any interference or contamination; or as to the result achieved by using the Services.

7.3 Customer shall indemnify Unicom on demand against any loss, cost, charge, liability or expense Unicom may sustain or incur as a direct or indirect consequence of any use by Customer of the Services or of any breach of any term or condition of this Agreement or a representation or warranty made or given by Customer not being true in a material respect or being misleading.

8. SERVICE AND MAINTENANCE QUALITY LEVEL

8.1 For fault reporting, Unicom will endeavor to make emergency hotline available 24 hours a day and 7 days a week for emergency maintenance of the Services circuits. Customer shall provide Unicom with such information as may assist fault diagnosis, including but not limited to the symptoms of the fault and the contact point for site attendance and fault clearance.

- 8.2 Unicom will endeavor to promptly investigate and rectify all reported faults, and will duly advise Customer's representative the status thereof. The target restoration lead-time shall generally be less than 4 hours after the receipt of notification.
- 8.3 Subject always to the provisions in Clause 9, Unicom targets (with no guarantee or warranty) to meet and maintain service availability of 99% for all Services that it provides, such service availability to be measured by the ratio of the total time that the Services has been effectively provided to the total time.

9. GENERAL

- 9.1 Except with the prior written consent of Unicom, Customer shall not assign, transfer, convey or otherwise dispose of the whole or any part of this Agreement or any of its rights or obligations under this Agreement.
- 9.2 If any clause or any part of any clause in this Agreement is declared invalid or unenforceable by the judgment or decree, by consent or otherwise of a court of competent jurisdiction all other clauses or parts of clauses in this Agreement shall remain in full force and effect and shall not be affected thereby.
- 9.3 Customer acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.
- 9.4 No relaxation forbearance delay or indulgence by Unicom in enforcing any of the terms and conditions of this Agreement or the granting of time by Unicom to Customer shall prejudice, affect or restrict the rights and powers of Unicom nor shall any waiver by Unicom of any breach of this Agreement operate as a waiver of or in relation to any subsequent or any continuing breach of this Agreement.
- 9.5 Unicom shall not be under any liability for any loss or damage resulting from delay or failure to perform either in whole or in part its obligations under this Agreement where such delay or failure shall be due to Force Majeure or other causes beyond its reasonable control, or which is not occasioned by its fault or negligence.
- 9.6 This Agreement constitutes the entire agreement between the parties relating to its subject-matter and each party confirms to the other that it has not entered into this Agreement on the basis of or in reliance on any representations or warranties made or given by the other party its servants or agents.
- 9.7 Customer acknowledges that any invoice or notice sent by Unicom shall be deemed to have been received by Customer after 48 hours of posting or immediately upon faxing if the fax report indicates successful fax transmission.
- 9.8 Unicom reserves the right to vary, delete, amend or add to the terms and conditions of this Agreement from time to time and such revision and/or addition shall become effective when published, displayed or notified to Customer in any manner as Unicom shall think fit. Irrespective of whether Customer has actual notice or knowledge of such revision and/or addition, the continued use of the Services after 14 days of such publication, display or notification will constitute acceptance by Customer of such revision and/or addition without reservation.
- 9.9 Customer agrees to indemnify Unicom for all losses, damages, costs or expenses incurred by Unicom in connection with the enforcement of this Agreement against Customer.
- 9.10 Customer authorizes Unicom to use or disclose any information (including but not limited to personal data) it has relating to Customer or Customer's representatives or agents for the purpose of Unicom performing its obligations or enforcing its rights under this Agreement or for any other purpose incidental thereto or in contemplation thereof

9.11 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the HKSAR and the parties hereby submit to the non-exclusive jurisdiction of the HKSAR courts.

10. SPECIAL CONDITIONS

The special conditions of service (if any) as set out in Schedule A shall apply to Unicom's provision of the respective services as set out in that Schedule to Customer.

SCHEDULE A

(1) IDD Service

Service Charges

Terminated at cities of Beijing, Shanghai and Shenzhen	HK\$4.00per min
Terminated at Guangdong Province	HK\$8.00per min
Terminated at the rest of China	HK\$8.00per min
No installation fee is payable	

(2) ATM & FR Service

Service Charges

a. Hong Kong Port Fee

	Monthly charge (HK\$)
Directly connected to Unicom <i>OC3/STM1</i> port	\$100,000.00
Directly connected to Unicom FR <i>E1</i> port	\$10,000.00

b. Mainland Port Fee

Rate	Monthly charge (HK\$)
<i>E1</i>	\$20,000.00
<i>V.35 (max to 8M)</i>	\$80,000.00
<i>E3</i>	\$340,000.00
<i>T3</i>	\$450,000.00
<i>OC3/STM1</i>	\$1,500,000.00

c. PVC Fee

- CBR: HK\$200,000.00 per Mbps per month
Real time VBR: HK\$150,000.00 per Mbps per month
Non-real time VBR: HK\$100,000.00 per Mbps per month
- UBR: HK\$80,000.00 per Mbps per month

d. SVC Fee: HK\$0.10per cell (to PRC)

e. Installation Fee

The installation charge is calculated as follows:

- i) For PVC: 30% x monthly service charge for PVC
ii) For SVC: \$450,000.00

Relocation fee – within the same building: 20% x Installation charge
to a different building: 50% x Installation charge

Re-configuration: 100% x Installation charge

(3) Internet Service

Service Charges

- a. monthly port fee : HK\$100,000.00 per 2Mbps per month
b. installation fee : HK\$100,000.00
c. relocation fee – within the same building/to a different building: no charge is needed

Special Conditions of Service

1. DEFINITIONS

Unless the context otherwise requires the following words shall have the meanings ascribed to them as follows:-

“APNIC” means APNIC Pty Limited, a non-profit corporation providing the service of allocating and registering Internet resources in the Asia and Pacific Rim region, or any non-profit replacement of that body performing essentially the same functions.

“Local Circuit” means the local leased circuit for connection between Customer’s Hong Kong Site and Unicom’s Local Site.

2. INTERNET SERVICE

2.1 Unicom shall provide to Customer access to the Internet and in Unicom’s discretion information and any ancillary services of Internet based technology according to the specifications (if any) supplied to Customer by Unicom.

2.2 Customer shall obtain and maintain its own compatible computer and telecommunication equipment (including the Local Circuit and any software) required for the Service.

2.3 Unicom will use its best endeavours to maintain the Service 24 hours a day, 7 days a week. Unicom however does not guarantee continuous, uninterrupted access to the Internet and will not be liable to Customer under any circumstances for any direct, indirect, consequential or punitive loss or damage that may result from its failure to provide the Service continuously or the use of the Service by Customer or any third party authorised by Customer.

2.4 Customer agrees that:

- (a) the quality of the Service will depend on the technical and operational quality of the Local Circuit and other factors beyond Unicom’s control and no warranty whatsoever is given by Unicom for the quality of the Service; and
- (e) additional terms and conditions may apply in relation to specific network platforms.

2.5 Customer will:

- (a) provide to Unicom such information and assistance as Unicom reasonably require to design, arrange for, test and commission the Service; and
- (b) allow Unicom access to Customer’s Site(s) at reasonable hours on giving reasonable notice for the purposes specified in paragraph (a) and to provide the Service.

2.6 The charges are inclusive of an access port (IP-Port) in Unicom’s network operation centre.

2.7 The charges are at a flat rate and are not subject to port utilization.

3. USE OF THE SERVICE

3.1 Customer undertakes to use the Service in accordance with :-

- (a) such conditions including without limitation policy statements on assignment of Internet Resources and Internet Protocol Addresses and the use of Internet access as may be notified in writing to Customer by Unicom from time to time;
- (b) all applicable laws, and all rules and regulations of competent authorities including without limitation public internet governing bodies;

3.2 Without limitation to the generality of the foregoing, Customer undertakes not to use the Service:

- (a) for any illegal or improper purpose or for the purpose of sending any message which is of a defamatory, offensive or abusive or of an obscene or immoral nature or menacing character; or
- (b) in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to intellectual property rights or confidentiality) or a breach of any statutory duty or obligation or any duty or obligation in contract, tort or otherwise, to any third party; or
- (c) in a manner as may cause Unicom to be in breach of the agreements with rules, regulations or by-laws laid down by Internet governing bodies and other competent authorities, including without limitation the APNIC Membership Agreement and/or the APNIC By-laws and policy statements published by APNIC from time to time, and Customer undertakes to follow "Best Current Practices" of the Internet community within the meaning of clause 9 of the APNIC Membership Agreement.
- (d) to gain access to any host, network, account, server or computer resource for which Customer is not authorised to access.
- (e) to "spoof" other computer networks or users.

3.3 Customer further undertakes:-

- (a) not to attempt to obtain unauthorized access of, alter, tamper with contaminate or destroy any data or information of any other customers or end-users by any means or device.
- (b) to interfere with the use of Unicom's, or any other person's, networks by any other customers or users.

3.4 Customer shall indemnify Unicom against all liabilities, claims, damages, losses and proceedings arising out of or in connection with any use of the Service in breach of the provisions of this Clause 3.

4. INTERNET RESOURCES AND IP ADDRESS ASSIGNMENT

4.1 Any Internet resources including Internet Protocol Addresses allocated by Unicom to Customer for access to the Service shall remain the property of Unicom. Customer has no right and title to such resources. Unicom may withdraw any of such resources from Customer at any time.

4.2 Customer will procure that any customers requesting for IP address assignment will understand the policy as laid down by the Internet Registry in RFC 2050 and to follow those guidelines set out in that policy.

4.3 IP addresses are not portable. Addresses are assigned by way of loans for the customers from Customer during the period of connection.

4.4 Customer shall maintain network which supports Classless Inter-Domain Routing (CIDR).

4.5 Customer requesting IP address allocation must provide all documentary information as may be required by Unicom.

4.6 Customer should as far as practicable use dynamic IP address assignment technology and when Customer has no intention of connecting to the Internet use reserved address as discussed in RFC 1918.

4.7 The transfer of IP addresses from one party to another is subject to approval by Unicom and Regional Internet Registries.