

Tariff No.: U0025-005-Apr2015-R

Published on 28 April 2015

**UNIFIED CARRIER LICENSE  
TELECOMMUNICATIONS ORDINANCE (Chapter 106)**

**Hong Kong Telecommunications (HKT) Limited**

**Name of Tariff:**

General Conditions of Telecommunications Service (Consumer Customers) (“General Conditions”)

**Description of Tariff:**

See Annex A

**Effective date of tariff:**

28 April 2015

**Revision history:**

Revision to the tariff published in U0025-025-Jun2013-R on 26 June 2013 regarding amendments to certain terms and conditions.

### General Conditions of Telecommunications Service (Consumer Customers)

#### 1. The Services we provide

- 1.1 We provide you with your chosen Services set out in the Application and our Equipment for use with the Services.
- 1.2 You have a separate Contract for your chosen Services (as set out in the Application) that we provide to you. All conditions and warranties relating to the supply of any information or Content service, device, Services, Equipment and other goods implied by law are excluded to such extent permissible by law.
- 1.3 We and any other PCCW group companies may jointly provide the Services and any other services to you. The terms and conditions for the Services and such other services provided by such PCCW group companies shall be specified in the Application and/or the Service Guide.
- 1.4 We shall use reasonable care and skill in providing our Services. However, we cannot promise that our Services and any information or Content services (if any) accessible through our Service will be continuous or fault-free, or, the Equipment or device we provide will never be faulty.
- 1.5 We decide the method, technical means and route that we use to provide the Services.
- 1.6 When you ask for a Service, we decide whether to provide it to you based on:
  - a. its availability to the areas where you live or where the Service will be installed;
  - b. your eligibility for the Service;
  - c. you meeting our credit or other requirements;
  - d. whether you owe us any money for any services previously provided to you by us or any other PCCW group companies;
  - e. whether the credit card, bank account or other information provided by you or any third party for payment of the Service is up to date and accurate;
  - f. whether the Porting of your telephone number from another telecommunications operator to us is successful (if applicable); and
  - g. whether you have previously or currently been in breach of any terms and conditions of the Services and such other services provided by any PCCW group company, or whether there has been any previous or existing breach of any terms of conditions of any services provided by any PCCW group company at the Premises, or whether we have reason to believe that your use of the Services will be in breach of any of the relevant terms and conditions.

If we decide not to provide the Service to you for any reason described in this Clause 1.6, you agree that we can reject your Application for the Service without liability to you.

#### 2. Third party information or Content services

- 2.1 Depending on your chosen Services, certain third party information or Content services provided by the Third Party Providers may also be available for access and use by you through the Services provided by us. You agree to comply with the applicable terms and conditions specified by such Third Party Providers if you choose to use their information or Content services.
- 2.2 In providing access to such third party information or Content services, you agree that we are not responsible or liable for:
  - a. the act, negligence or omission of such Third Party Providers;

- b. your use of the information or Content services provided by such Third Party Providers; and
- c. the transaction or any dispute between you and such Third Party Providers.

### **3. Access and special installation work**

- 3.1 You agree to follow any reasonable instructions that we may give you, and to allow us safe access to your Premises if we need for the provision or cancellation of the Service.
- 3.2 If you do not own your Premises, you agree to get the owner's permission for us to access the Premises and install our Equipment. You promise to us that you have such permission.
- 3.3 Special installation work (such as, the laying of fiber to your Premises) may be required if your Premises and/or the building where the Premises are situated do not have the coverage of the Services. Before we can provide the Services to you, you agree to be responsible for the costs and expenses of such installation work (except for the costs of the fiber or any other materials that we use, which shall remain our property).

### **4. Equipment and SIM Card**

- 4.1 You agree to look after our Equipment and the SIM Card that we provide to you. We may replace our Equipment and SIM Card at any time. You shall immediately return our Equipment and SIM Card to us at the address that we tell you if you or we end the Contract for the Service. If you do not do so or our Equipment or SIM Card is lost or damaged other than through fair wear and tear, you will have to pay for it to be repaired or replaced.
- 4.2 We are and shall remain as the owner of our Equipment and the SIM Card, you shall not:
  - a. remove or tamper with any of our identification mark or label on our Equipment and SIM card;
  - b. remove or tamper with any components (including software) of our Equipment and SIM Card;
  - c. permit anyone other than us or our employees, agents or contractors to repair or maintain our Equipment; and
  - d. part with the possession or control of our Equipment.
- 4.3 Our Equipment may be shared by any PCCW group company for providing its services in your Premises.
- 4.4 You must only connect equipment or device to our Network that complies with relevant technical standards and other relevant requirements.
- 4.5 For certain devices (such as, mobile handsets for mobile Services and USB modems for Netnavigator Services) specified by us in the Application and/or the Service Guide, we have no responsibility to provide repair and maintenance services for such devices. Instead, the manufacturers of such devices will provide warranty and maintenance services directly to you.

### **5. Use for intended purposes**

The Services and Equipment that we provide to you under the Contract are for personal use and must not be used for business purposes. For certain Services that we specified in the Application and/or the Service Guide, you shall only use the Services at the installation address. You shall not resell or distribute our Service or Equipment, or, any information or Content services accessible through the Services. Our terms and conditions may state that a Service is provided for a particular purpose. You must only allow the Service to be used for such purpose.

### **6. When we provide the Services**

- 6.1 Your Contract with us starts on the date we accept your application for the Service.

6.2 If the Service is intended to last for a Commitment Period, details will be set out in the relevant Application and/or the Service Guide.

## 7. Cancellation of Service before Service activation

7.1 If you cancel your Contract before the Service installation date, you shall pay us the relevant Application Cancellation Charge.

7.2 If you cancel your Contract after the Service installation date but before the Service activation date, you shall pay us the relevant Pre-activation Cancellation Charge.

## 8. Cooling-off period

8.1 If you enter into the Contract with us for residential use during our unsolicited visit to your home (“**Unsolicited Contract**”), you may, subject to Clause 8.3, cancel the Contract up to seven (7) days (“**Cooling-off Period**”) after you enter into the Contract with us by calling our hotline on 1000 or visiting our shops at such locations that we tell you. If you do so, we will not charge you for the Service. However, we can charge you any incidental costs reasonably and properly incurred by us as a result of your cancellation.

8.2 The Cooling-off Period does not apply to (a) those Services that you need not register as our customer (such as, pre-paid SIM card for mobile Services and pre-paid calling card); and (b) the additional Services subsequently chosen by you in addition to the main Services under the same existing Contract.

8.3 The Cooling-off Period shall cease to apply upon the occurrence of any of the following events:

- a. once the Service has been provisioned;
- b. once we commence the physical provisioning of the Service;
- c. once the network terminating unit, customer premises equipment or user device or any promotional gift supplied in connection with the Service has been collected by or delivered to you;
- d. three (3) days before the scheduled completion date of the number Porting as agreed by you;
- e. after a quality control confirmation call in respect of the Contract has been made provided that:
  - (i) we shall inform you clearly, and, you acknowledge your awareness, that the quality control confirmation call will terminate the Cooling-off Period; and
  - (ii) the quality control confirmation call is made more than 1 hour after the conclusion of the Unsolicited Contract; or
- f. you waive the Cooling-off Period at the time you sign the Contract.

## 9. Security deposit

9.1 At any time, you may need to pay a deposit or a payment upfront before you can receive the Service, Equipment, device or other goods provided by us. The amount of such deposit and upfront payment shall be determined by us.

9.2 Our acceptance of any form of deposit or upfront payment from you does not affect any of your responsibilities under the Contract.

9.3 If you or we end the Contract, we will return the deposit or upfront payment free of any interest to you less any outstanding Charges you owe us within a reasonable time.

## 10. Payment for the Service

- 10.1 You undertake to pay all Charges for the Service, Equipment, device and any other goods we provide to you in a timely manner, whether you use the Service or someone else does.
- 10.2 If you use the Service to access a service provided by someone else, and we are charged for such other service, you must pay us for such other service.
- 10.3 We may issue a monthly or quarterly bill to you. We will normally bill you upfront (in advance) for any Rental Charges for the Service and any Charges requiring advance payment. We will bill you later for any usage Charges for your Service. If possible, Charges will appear on your next bill, but sometimes Charges may appear on a later bill.
- 10.4 The Charges will be calculated by reference to data recorded or logged by us and not by reference to any data recorded or logged by you or your agent. Our records are sufficient proof that a Charge for the Service is payable by you unless they are shown to be incorrect. We may re-issue any bill if there is any error in the bill.
- 10.5 We will send any bills to the address where the Service is provided or to the billing address specified in your Application, unless otherwise agreed by us. We may also send your bills electronically to the email address you provided to us. If so specified by us in your Application, you may also view your bills online at our designated website.
- 10.6 We will send your first bill shortly after we have provided the Service to you for the first time. After that, we will send bills at regular intervals. However, we may send you a bill at a different time.
- 10.7 We can bill you through a billing agent or any PCCW group companies.
- 10.8 You undertake to pay the Charges for the Services without deduction by the Due Date unless otherwise agreed by us. If you think that the Charges on your bill are incorrect and wish to dispute those Charges, you must tell us within 15 days of the bill date. You must pay any Charges that are not disputed.
- 10.9 If you do not pay your bill by the Due Date, you shall, without prejudicing any other rights we may have, pay us interest for the overdue amount at an interest rate equal to 2% per annum above the then Hong Kong Dollar best lending rate of The Hongkong and Shanghai Banking Corporation Limited until full payment (before as well as after judgment).
- 10.10 We may also charge you the administrative fee and the relevant bank charges for any direct debit or cheque payments which are returned to us because you do not have enough funds in your account or for whatever other reasons.
- 10.11 We will generally not suspend or end the Service or the Contract for non-payment of your bill until at least 15 days after your payment was due. If however you have failed to pay on time a recent bill or have failed to pay a bill on many occasions, we may end the Service earlier than 15 days.
- 10.12 If you do not pay your bill, we may ask a debt-collection agency to collect the payment on our behalf. If we do so, you will have to pay us an extra amount for breaking the Contract. This will not be more than the reasonable costs and expenses we have to pay the agency, who will add the amount to your debt on our behalf (this will depend on the amount you owe us).

## 11. Your use of the Services

- 11.1 You must always follow all applicable law and regulations, our "Acceptable Use Policies (Consumer Customers)" and "Fair Use Policy" in the way that you use your chosen Services which can be found at [www.hkt.com/acceptableuse](http://www.hkt.com/acceptableuse) and [www.hkt.com/FairUsePolicy](http://www.hkt.com/FairUsePolicy) respectively. You agree that the use of the Service by any other users, whether authorised by you or not, shall be regarded to be the use of the Service by you.
- 11.2 You must not in any way intercept, interfere or tamper with the signals of the Service and must not use the Service or allow the Service to be used to, directly or indirectly:
  - a. make unsolicited, offensive, defamatory, indecent, obscene, menacing, nuisance or hoax calls;

- b. send unsolicited, offensive, defamatory, indecent, obscene, menacing, nuisance or hoax messages or Content;
  - c. cause annoyance, inconvenience or needless anxiety to any person;
  - d. hack, break into, access or use the website of someone else without authority;
  - e. store or upload any materials in any storage space assigned by us in our Equipment (such as servers) that can be used for hacking, tortious, unlawful or illegal purposes;
  - f. commit any action which may be immoral, tortious, unlawful, illegal or infringe any intellectual property rights of any party; or
  - g. for business or commercial purpose.
- 11.3 You shall not use any equipment or device that may harm our Network, the telecommunications network of any third party or other customers' equipment. If you do so, you must disconnect it immediately.
- 11.4 You agree that any Content accessible through our Service, software or other copyright material we supply to you is for your own private use in accordance with the Contract, and that you must not:
- a. copy, tamper with or change such software;
  - b. copy, tamper with, transmit, publish, upload or exhibit the Content or material; or
  - c. supply such Content, software or other material to any other person or use it for any business purpose.
- 11.5 If you have an Internet access Service from us, you accept that you are using the Internet at your own risk. You are responsible for making sure any equipment or device you use to access the Service is protected against viruses and hacking.
- 11.6 You authorise us to use without charge any material or Content that you or any other users upload through the Service to our Network in accordance with the applicable law.

## 12. Phone numbers and PINS

- 12.1 If we provide you with a phone or service numbers or other network addressing information (such as, IP address), you agree to the following:
- a. That you do not own the phone or service numbers, or, network addressing information and that you will not transfer it to anyone else or try to do so; and
  - b. That we can withdraw or change such numbers or network addressing information by giving you reasonable notice or at the end of the Contract.
- 12.2 You are responsible for properly using any user IDs, PINs and passwords needed for the Service, if any, and must take all necessary steps to make sure that you keep these confidential and secure, use them properly and do not make these available to unauthorised people. You agree to tell us immediately if you discover any unauthorised use of the user IDs, PINs and passwords.
- 12.3 If you opt for the Porting of your existing phone number for use with the Service, you agree to authorise us to process the application for such Porting. However, you agree that we have no responsibility to pay you or any other persons any compensation arising from such Porting.

## 13. Ending the Service

- 13.1 We can stop providing the Service or end the Contract by giving you not less than 30 days' advance written notice.

- 13.2 Once we have provided the Service, you may tell us to stop providing it or end the Contract at any time by giving us not less than 30 days' advance written notice by way of any of the methods of termination as set out in the Application or Service Guide.
- 13.3 If within any relevant Commitment Period for the Service, you choose to end the Service or the Contract by giving us not less than 30 days' advance written notice by way of any of the methods of termination as set out in the Application or Service Guide where we have not breached any terms of the Contract, except as described in Clauses 14.2 and 22.4, you will have to pay us the Early Termination Charges and any other charges for the terminated Service or Contract in accordance with the relevant provisions of the Application or Service Guide (such as Cancellation Charges and prices of any premium you so received at the time of subscription of the Service).
- 13.4 If we break the Contract for the Service and fail to put matters right within 30 days after you inform us of such a breach in writing, you can only end the Service that we are in breach by giving us written notice. If you do so, you will not have to pay us the Early Termination Charges and any other Cancellation Charges for the terminated Service. Unless otherwise specified by us in the Application or the Service Guide, the other Services covered by the Contract which we are not in breach shall not be affected.
- 13.5 If you or we end the Contract, we will pay back to you any money we owe you relating to that Contract. We will first take off any money that (a) you owe us under that Contract or any other contract between us; and (b) you owe any other PCCW group company under any other contract between you and such PCCW group company. Where we provide you with a range of services and you owe us money for some services, we reserve the right to charge you for such services that you owe us money via the bills we send you for your other services, unless there is a genuine dispute between us regarding such services.
- 13.6 Upon the expiration or termination of the Contract:
- a. all the Charges for use of the Service up to and including on the date of termination and all other amounts owing by you to us (and other Third Party Providers, if any) will become immediately due and payable;
  - b. you shall cease to use the Equipment and Service; and
  - c. we are authorised to access the Premises at reasonable times for the purpose of collecting, removing the Equipment and/or terminating the Service.

## 14. Moving your home

- 14.1 If you change the installation address for the Service within Hong Kong and our Service is already available at your new residential address or we can provide the Service at that new address using our reasonable endeavours to do so, we will continue to provide you the Service if you wish us to do so at your new address, provided that you shall pay for all applicable charges (e.g. installation service charge or activation service charge which may be specified in the Application or the Service Guide). If you move your home, you shall provide us with sufficient proof that you are residing at the new address. We may also charge you a Moving Charge and any other Charges specified by us in the Application and/or the Service Guide.
- 14.2 If our Service installed at your old residential address is unavailable at your new residential address or it is not possible for us to provide the Service using our reasonable endeavours to do so, you may choose to continue using the Service at the old residential address or end the unavailable Service in accordance with Clause 13.2. If you decide to end the unavailable Service, we may impose a charge on you in accordance with the relevant provisions of the Application or Service Guide. Even if you choose to end the unavailable Service before the end of the Commitment Period, we may not charge you the Early Termination Charge. However, unless we tell you otherwise, we may charge you other Cancellation Charges.

## 15. Our rights when we provide the Service

- 15.1 Occasionally, we may need to, with or without prior notice to you:



- a. interrupt or suspend the Service (for example, for maintenance, repair, testing or upgrade of our Network or Equipment). If we do so, we will restore it as quickly as we can and we have no responsibility to pay you any compensation for any loss resulting from such interruption or suspension;
- b. make minor changes to certain technical specifications, including limits for transferring information which are associated with the Service; or
- c. employ network management methods to regulate the traffic on our Network (including giving certain types of traffic priority over others).

15.2 You agree that:

- a. we are not responsible or liable for any Content, message or material uploaded or provided by you or any other users through the Service;
- b. we may change, delete or block the access to any Content, message or material uploaded or provided by you or any other users through the Service which we think is in breach of the Contract or any applicable law. If we do so, you agree that we have no responsibility to pay you or such users any compensation arising from such change, deletion or blocking;
- c. we are not responsible or liable for any installation, reconfiguration or setting up of your computer for connection to our Service at your Premises, and, it is your responsibility to carry out such installation, reconfiguration or setting up work; and
- d. we may prioritise certain types of traffic for network management purposes.

## 16. Our responsibility to you when we provide the Service

- 16.1 We accept responsibility if you are injured or die as a result of our negligence in the provision of the Service. We will not exclude or limit this responsibility.
- 16.2 We also accept responsibility for loss or damage to your physical property arising from our negligence. We will only pay you up to HK\$1 million for this loss or damage.
- 16.3 We will not be liable to pay you compensation for any consequential, indirect, special, punitive, economic, incidental, collateral or financial loss (including any loss of profits, goodwill, bargain or opportunities, or any loss or corruption of data, or any loss of anticipated savings or business, whether caused by negligence or otherwise and whether arising out of or relating to or in connection with the Contract, the Service, or any failure to supply or delay in supplying the Service). We will not be liable to you for any losses and damages that you may suffer if you have used the Service or the Equipment we provide for any trading or business purposes.
- 16.4 Except as described in Clauses 16.1 and 16.2 and to such extent permissible by law, we will not pay you more than the Contract Value in compensation (even if we have been negligent) for all our liabilities under the Contract for the Service, Equipment, device and any other goods we supplied or provided.

## 17. Matters beyond our reasonable control

Sometimes, we may not be able to do what we have agreed because of an event beyond our reasonable control (for example because of fire or flood or severe weather). In these cases, we do not accept responsibility for the delay or otherwise not providing you with your chosen Service in accordance with the Contract. You or we can end the Contract immediately if such event lasts for a continuous period of 30 days.

## 18. If you break the Contract

- 18.1 If we determine that you have or you may have committed a breach under the Contract (e.g. a breach of Clauses 11.1, 11.2, 11.3 or 11.4), we may restrict, suspend or end the Service (or any part thereof) and/or



end the Contract immediately, with or without notice. We may or may not give you an opportunity to put matters right within 15 days (or such other period as we may determine) after we inform you of such breach before we restrict, suspend or end the Service (or any part thereof) and/or end the Contract. However, if we give you such opportunity but you do not put matters right by the deadline, we may restrict, suspend or end the Service (or any part thereof) and/or end the Contract immediately without further notice.

18.2 We may also suspend or restrict the Service or end the Contract if you break any other contract you have with us or any of the PCCW group companies and do not put matters right within the time mentioned in such other contract. If we suspend or restrict the Service or end the Contract, we will tell you what needs to be done before we can restore the Service.

18.3 If we end the Service or the Contract within any relevant Commitment Period for the Service under Clause 18.1 or 18.2, you will have to pay us the Early Termination Charges and any other Cancellation Charges for the terminated Service or Contract.

## 19. Our other rights to cancel your Service

We can cancel, suspend, restrict the Service or end the Contract for the Service by giving you as much notice as we can if:

- a. the law requires us to do so;
- b. there is an emergency that affects our ability to provide the Service; or
- c. you become bankrupt or appear likely to be.

## 20. Privacy

20.1 We collect, process, disclose, retain or use your Personal Data in accordance with the HKT Privacy Policy Statement which can be found at [www.hkt.com/legal/privacy.html](http://www.hkt.com/legal/privacy.html).

20.2 If we request Personal Data from you, you may refuse to provide the Personal Data. However, we may decline to provide the Service to you.

20.3 Unless you tell us otherwise, you agree that your name, address (in part) and phone number(s) for the local fixed line Services may be included in printed directories (if we choose to publish such directories) and directory enquiry services and be disclosed to a third party for related purposes.

20.4 You will, as soon as possible, tell us of any change of address or any other particulars provided to us which may affect our provision of Service to you.

## 21. Information provisioning

You will provide us with the information relating to you or your use of the Service we reasonably require:

- a. to help us in complying with the applicable law and to report to any Government Agency regarding such compliance; and
- b. to assess whether or not you have complied, are complying and will be able to continue to comply with all obligations under the Contract.

If you do not do so within two (2) working days of our request, you agree that we can enter your Premises to obtain the information we require during business hours after giving you reasonable notice.

## 22. Changing the terms

22.1 Sometimes, we will need to unilaterally change the Charges or the terms and conditions of a Service covered by the Contract. We will notify you of the changes by publishing details of all changes online at

*www.pccw.com*, *www.hkt.com* or any other website as specified by us in the Service Guide, or by such other means as designated by us (e.g. by post, email, SMS and/or bill insert).

- 22.2 We will also let you know about a price increase (other than an increase in the Charges for IDD or roaming services) or a change to the terms and conditions that we believe is likely to cause you material disadvantage at least 30 days before it happens. We will let you know about other changes to the terms and conditions with your next available bill or by an alternative method if this is simpler.
- 22.3 For changes we need to make to meet legal and regulatory requirements, we may not be able to meet the timescale detailed in Clause 22.2. We will let you know about these changes as soon as we can.
- 22.4 If we (a) increase (i) the Monthly Charge or the Rental Charge for the Service; or (ii) any other Charge for the Service as set out in the Application except Administrative and Usage Based Charges and Charges which are no longer applicable after the Service has been installed or subscribed to (such as service establishment or installation Charges, deposit amounts, prepayment amounts or any waivable Charges); (b) increase the Administrative and Usage Based Charges (other than the Charges for IDD, roaming and any other Charges that we tell you in the Application and/or the Service Guide) by more than HK\$30 or 30% of the Monthly Charge for the Service (whichever is higher); or (c) change the terms and conditions of a Service which is to your material disadvantage, you will not have to pay the Early Termination Charge and any other Cancellation Charge if you decide to end that Service early, unless the Application says otherwise. However, once we have told you about such a change, you must let us know that you want to end that Service no more than 15 days prior to such change coming into effect. The Contract will continue to apply to any other Services that are not affected by any changes that we make.

### **23. Other things we need to tell you**

- 23.1 You accept that the Contract is personal to you and agree not to transfer or assign the Contract (or any part thereof) to any person or entity, or to try to do so without our prior written consent. Any attempt by you to do so shall be void. However, we may take instructions for the Service or any information or Content service accessible through the Service from a person (such as a member of your family who is at least 18 years old) whom we think, with good reason, is acting with your permission.
- 23.2 We can transfer our rights and obligations under the Contract (or any part thereof) to any person or entity without your consent. We can also use any of our Affiliates, an agent or subcontractor to perform our responsibilities.
- 23.3 When we need to contact or give notice, consent or other communication to you, we will use the Premises, your billing address, correspondence address, email address, facsimile number, mobile number, fixed phone number and/or other contacting details that you have provided us for contacting you. We may also contact you by such other means as designated by us at our discretion (such as bill insert or posting on our relevant website(s)). The notice or communication sent by us shall be treated as received by you (a) three (3) days after posting (seven (7) days after posting, if posted to or from a place outside Hong Kong), if sent by letter; (b) at the time of delivery, if delivered in person; (c) immediately upon faxing if sent by facsimile and the transmission report indicates that the facsimile transmission was successful; or (d) immediately upon sending the email, if sent by email.
- 23.4 If you need to contact us, please use the address on your last bill or any other postal address, email address or phone number we have given to you for that purpose.
- 23.5 The Contract is governed by the laws of Hong Kong.
- 23.6 At the end of the existing Contract, if (a) we are unable to contact you; (b) you do not contact us; or (c) you are undecided as to whether to renew your existing Contract, you agree that we shall, subject to Clause 23.7, continue to provide the Service to you under the existing Contract on a month-to-month basis on the same terms and conditions (save for the Charges) and you agree to continue to subscribe the relevant Service and to pay the monthly charges therefor based on the prevailing monthly rate for that Service as published or specified by us (at our sole discretion) from time to time whether in our website(s), invoices(s), notice(s) or otherwise and the Service shall be deemed accepted by you during each successive one (1) month period until you terminate the Service by giving us at least 30 days' advance

written notice (or any other period we specify in the Application).

- 23.7 Unless we tell you otherwise, all the free gifts, free products, free services, waiver, discount or rebate offered by us during the existing Contract shall not be offered by us during the monthly periods mentioned in Clause 23.6.
- 23.8 Clause 23.6 shall not apply to certain Services expressly identified by us in the Application or Service Guide.
- 23.9 If the terms and conditions of the Application, the Service Guide, the Special Conditions and these General Conditions conflict with each other, the inconsistency will be resolved in the descending order of preference set out in this Clause.
- 23.10 Each of the provisions of these General Conditions is severable and distinct from the others, and if one or more of such provisions is or becomes invalid, illegal or unenforceable, such invalid, illegal or unenforceable provisions shall be deleted from these General Conditions and no longer incorporated herein, but, the other provisions shall continue to be effective and binding on the parties.

## 24. Special meanings

In the Contract:

- 24.1 **Administrative and Usage Based Charges** means the administrative Charges (including but not limited to lost and replacement Charges) and usage based Charges (including but not limited to Charges for IDD, roaming and international SMS).
- 24.2 **Affiliate** 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.
- 24.3 **Application** means a written or an online application and, where expressly allowed by us, a non-written application made by you to us requesting the provision of the relevant Service to you.
- 24.4 **Application Cancellation Charge** means the Charges specified by us in the Application and/or the Service Guide for the cancellation of the relevant Application in accordance with Clause 7.
- 24.5 **Cancellation Charge** means the cancellation charge for the Service, Equipment and any other devices provided by us as specified in the Application and/or the Service Guide.
- 24.6 **Charges** means the charges and fees (including the Rental Charges) payable by you to us in respect of the provision of the Service, Equipment, device or any other goods by us and as specified by us in these General Conditions, the relevant Special Conditions, the Application, the Service Guide and the Price List (as amended by us from time to time).
- 24.7 **Commencement Date** means the date we inform you that the Service is made available to you.
- 24.8 **Commitment Period** means the commitment period or fixed term for the Services (a) as specified by us in the Application, the Service Guide or the Special Conditions; or (b) a period of three (3) months from the Commencement Date if no such commitment period or fixed term is specified by us in the Application, the Service Guide or the Special Conditions (which may or may not include any term extension as may be referred to in the Application and/or the Service Guide).
- 24.9 **Content** means any data, information, images, graphics, video or audio content, applications, downloadable files or other multimedia content that can be accessed using the Services.
- 24.10 **Contract** means the contract between you and us in respect of the Services provided by us to you which is made up of these General Conditions, the applicable Special Conditions, the Application and the Service Guide, as amended by us from time to time.
- 24.11 **Contract Value** means in relation to (a) the Services with a Commitment Period as subscribed by you, the total Monthly or Rental Charges for the Commitment Period payable by you to us under the Contract; or (b) the Services without a Commitment Period as subscribed by you, the total Monthly or Rental Charges

- paid by you to us for the period from the Commencement Date to the date immediately preceding any incident giving rise to your claim.
- 24.12 **Cooling-off Period** has the same meaning given to it in Clause 8.1.
- 24.13 **Due Date** means the date specified by us in the relevant bill for the payment of the Charges, or if no such date is specified, the date which is 15 days from the date of the bill.
- 24.14 **Early Termination Charge** means the early termination charge payable by you for the Service, Equipment and any other devices provided by us as specified in the Application and/or the Service Guide.
- 24.15 **Equipment** means the equipment and/or device (if any) provided by us to make available the Service to you which excludes any equipment and/or device belonging to you or any third party.
- 24.16 **General Conditions** means these General Conditions of Telecommunications Service (Consumer Customers).
- 24.17 **Government Agency** means any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world and includes the Communications Authority of Hong Kong.
- 24.18 **Hong Kong** means the Hong Kong Special Administrative Region of the People's Republic of China.
- 24.19 **Licence** means a licence issued by a Government Agency to us from time to time authorising us to provide the Service.
- 24.20 **Monthly Charge** means the monthly Charge payable by you to us for the relevant Service and as specified by us in the Application and/or the Service Guide.
- 24.21 **Moving Charge** means the Charge as specified by us in the Application and/or the Service Guide that we charge you for the relocation of the Service in accordance with Clause 14.1.
- 24.22 **Network** means the telecommunications network owned or operated by us in accordance with our Licence including all facilities and associated equipment used in, or in connection with, that network.
- 24.23 **PCCW** means PCCW Limited and its subsidiaries (including but not limited to HKT Limited and its subsidiaries).
- 24.24 **Personal Data** has the same meaning given to it in the Personal Data (Privacy) Ordinance (Chapter 486, the Laws of Hong Kong).
- 24.25 **PIN** means a personal identification number issued by us to you for your access to the Service.
- 24.26 **Porting** means the process which enables you to retain your existing phone number when changing your subscription for the Service from another telecommunications operator to us.
- 24.27 **Pre-activation Cancellation Charge** means the pre-activation cancellation charge payable by you to us as specified in the Application and/or the Service Guide.
- 24.28 **Premises** means the place where the Service or any services provided by any PCCW group company is installed and used from time to time.
- 24.29 **Price List** means the price list setting out the miscellaneous Charges for the relevant Services which is available at our website (as referred to in the Service Guide) and amended by us from time to time.
- 24.30 **Rental Charges** means the periodical Charges (including the Monthly Charges) payable by you to us in respect of the Service and as specified by us in the Application and/or the Service Guide.
- 24.31 **Service** or **Services** means the telecommunications service or services, including Equipment, device and any other goods where applicable, provided by us to you and identified in the Application and/or the Service Guide.
- 24.32 **Service Guide** means the Service guide for the Services setting out the Service description or entitlements, the relevant Charges, eligibility requirements and the Service provider for the relevant Service.

- 24.33 **SIM Card** means the customer identity module card provided by us to you.
- 24.34 **Special Conditions** means the special conditions applicable to the relevant Service which are available at our website (as referred to in the Service Guide) and amended by us from time to time.
- 24.35 **Third Party Provider** means any third party provider which provides information or Content service which is available for your access and use through the Service we provide.
- 24.36 **Unsolicited Contract** has the same meaning given to it in Clause 8.1.
- 24.37 **We** means the relevant PCCW Service provider for your chosen Services as set out in the Application and/or the Service Guide.
- 24.38 **You** means the customer who subscribes to the Services and as specified in the Application and/or the Service Guide.