



General Conditions of Telecommunications Service (Consumer Customers)

By subscribing and/or using the Services, you agree to be bound by all the prevailing terms and conditions of the Services, including, without limitation, the prevailing version of these General Conditions, the prevailing version of the "HKT Privacy Statement", the applicable "Personal Information Collection Statement(s)" and the Application. You may access the latest version of these General Conditions and the "HKT Privacy Statement" at www.hkt.com/Terms+of+Use and www.hkt.com/legal/privacy.html respectively.

As a telecommunications service provider, we have adopted the Code of Practice for Telecommunications Service Contracts issued by the Communications Association of Hong Kong (available at the Communications Association's webpage at https://www.cahk.hk/cop/en_contracts), applicable to telecommunications service contracts for personal or residential users, and will use our reasonable endeavours to comply with the said Code.

1. The Services we provide

- 1.1 We provide you with your chosen Services set out in the Contract, which may include our Equipment for use with the Services.
- 1.2 You have a separate Contract for your chosen Services that we provide to you. Without limiting other provisions of these General Conditions and to such extent permissible by law, everything on the Services is provided to you on an "as is" and an "as available" basis, without warranty or condition of any kind, either expressed or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. 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 Contract.
- 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 any money for any services previously or currently 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 agree to the terms and conditions set out under the Contract, and have previously or currently been in breach of any terms and conditions of the Services and such other services provided by any PCCW group companies, or whether there has been any previous or existing breach of any terms of conditions of any services provided by any PCCW group companies 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 having to notify you of the reasons therefor and without liability to you.

- 1.7 When processing your Application and your Application contains any missing or incorrectly entered charges that are payable by you, your selected options in a service plan in your Application is not being offered as specified in the Application or there are any other discrepancies, then we will contact you as soon as practicable to rectify such discrepancies and we will resume processing your Application when all discrepancies have been rectified. Your Application is subject to our approval (which will depend on, amongst others, we having available resources and approval by such other service providers, if any). Should there be any circumstances which may affect our approval of your Application, we will contact you accordingly, otherwise, your



Contract for the Services (and other services under your Application) shall be deemed to have been formed at the time when your Application is approved by us.

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 make no statement, representation or warranty, express or implied, that we agree, disagree, approve or endorse with any such information or Content services and we are not responsible or liable for:
- (a) any act, negligence or omission of such Third Party Providers;
 - (b) your use or anyone's use of the information or Content services provided by such Third Party Providers; and
 - (c) any 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 termination 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

- 4.1 Unless it is specified in your Contract, you are not entitled to choose the Equipment we may use to provide the Service to you. You agree to look after our Equipment that we provide to you. We may replace our Equipment at any time. You shall immediately return our Equipment to us in clean and good working condition at the address that we tell you upon termination of the Contract for the Service. If you do not do so or our Equipment is lost or damaged other than through fair wear and tear, you will have to pay for the relevant charge for loss or replacement of equipment accordingly.
- 4.2 We are and shall remain as the owner or licensor of our Equipment. You shall not:
- (a) remove or tamper with any of our identification mark or label on our Equipment;
 - (b) remove or tamper with any components (including software) of our Equipment;
 - (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 companies 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 broadband services) specified by us in the Contract, 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 and residential use only and must not be used for any non-private, non-residential, trading or commercial purposes. For certain Services that we specified in the



Contract, you shall only use the Services at the installation address. You shall not in any way, directly or indirectly, resell or distribute our Service or Equipment, 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 Unless we advise otherwise, your Contract with us starts on the date we accept your application for the Service.
- 6.2 If the Service is subject to a Commitment Period, details will be set out in the Contract.

7. Termination of Service before Service activation

- 7.1 If you terminate your Contract before the Service installation date, you shall pay us the relevant Application Cancellation Charge.
- 7.2 If you terminate 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](#), terminate the Contract up to seven (7) days ("**Cooling-off Period**") after you enter into the Contract with us by calling our Consumer Service Hotline on 1000 or visiting our designated shops. 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 termination.
- 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 terminate 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 (or a bill of such other time interval) to you. We will normally bill you upfront (in advance) for any Service Charges for the Service and any Charges requiring advance payment. Where applicable, 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. Notwithstanding the aforesaid, if you pay your Charges by autopay / direct debit via your bank account, we may not issue bill to you if there has been no change to the amount payable to your last issued bill (but you will remain liable to pay the relevant Charges).
- 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. We are entitled to treat a period of less than one (1) month as one (1) full month (on a 30-day month basis) for the purpose of calculation of any Charges. If you wish to have full use of the Service for the prepaid charges which are non-refundable, you should request a termination date to fall on the last day of your bill period by giving us at least 30 days' prior notice pursuant to [Clause 13.2](#).
- 10.5 Where the Service commencement date does not align with the first bill cycle date, the Charges will normally be calculated on a pro-rata basis according to the service commencement and billing cut-off dates, and normally the period between the Service commencement date and the first bill cycle date will not exceed one (1) month.
- 10.6 We will send any bills to the address where the Service is provided or to the billing address specified in the Contract, unless otherwise agreed by us. We may also send your bills electronically to the email address you provided to us. You may also be able to view your bills for some Services online at our designated website.
- 10.7 Normally, we will send your first bill shortly after we have provided the Service to you for the first time. After that, we will, subject to [Clause 10.3](#), send bills at regular intervals. However, we may send you a bill at a different time.
- 10.8 We can bill you through a billing agent or any PCCW group companies.
- 10.9 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 or your bill are incorrect and wish to dispute those Charges or your bill, you must tell us within 15 days from the due date of the Charges or within 15 days from the bill date, whichever is the later. You must pay any Charges that are not disputed.
- 10.10 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).
- 10.11 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.
- 10.12 We will generally not suspend the Service or terminate the Contract for non-payment of your bill until at least 15 days after your payment is 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 suspend the Service and/or terminate the Contract earlier than 15 days.
- 10.13 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).
- 10.14 Except in the event of manifest error on our part or as otherwise expressly provided in the Contract, all payments made to us shall not be refunded to you in any event.
- 10.15 In the event of termination of the Contract by you, we reserve the right to charge you in the last bill for Service Charges for a full month or the entire bill cycle irrespective of the date of termination and without pro-rata adjustment. You shall settle the amount as invoiced in full.

11. Your use of the Services

- 11.1 You must always follow all applicable law and regulations and our "Acceptable Use Policies (Consumer Customers)" in the way that you use your chosen Services which can be found at www.hkt.com/Terms-of-Use. You use the Service at your own risk.

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 or commit unsolicited, offensive, defamatory, indecent, obscene, menacing, nuisance or hoax acts;
 - (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 or other rights of any party;
 - (g) for non-private, non-residential, trading or commercial purpose;
 - (h) for use which results in abnormal usage pattern or usage; or
 - (i) do any other actions which we are of the opinion that are inappropriate.
- 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 trading, business or commercial 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 party. 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. Terminating the Contract

- 13.1 Except in cases where you have breached any provision of the Contract and entitling us to stop providing the Service and/or terminate the Contract immediately, we may suspend or restrict the Service and/or terminate the Contract by giving you not less than 30 days' advance written notice.
- 13.2 Once we have started to provide the Service, you may terminate the Contract at any time by giving us not less than 30 days' advance notice by way of any of the methods of termination as set out in the Contract (unless the Contract has specified otherwise).
- 13.3 If within any relevant Commitment Period for the Service, you choose to terminate the Contract, except as described in Clauses 14.2 and 22.3 or unless we advise you otherwise, you will have to pay us the Early Termination Charges and any other charges for the terminated Contract in accordance with the relevant provisions of the Contract (such as Cancellation Charges and prices of any premium and/or discount you so received at the time of subscription of the Service).
- 13.4 If we fail to provide the Service in accordance with the Contract for a continuous period of more than seven (7) days without any valid reason, you may terminate the Service that we are in breach by giving us advance notice without having to pay us the Early Termination Charges or any other Cancellation Charges for the terminated Service. Unless otherwise specified, any other Services covered by the Contract which we are not in breach shall not be affected.
- 13.5 If you or we terminate 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 Contract.

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 have not committed any breach of the Contract or any contract you may have with other PCCW group companies and that you shall pay for all applicable charges (e.g. installation service charge or activation service charge which may be specified in the Contract). 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 Contract.
- 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 terminate the unavailable Service under the Contract in accordance with Clause 13.2. If you decide to terminate the unavailable Service, we may impose a charge on you in accordance with the relevant provisions of the Contract. Even if you choose to terminate 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 We may, at any time, with or without prior notice to you and without any liability to you:
- (a) interrupt, limit or suspend the Service (for example, for maintenance, repair, testing or upgrade of our Network or Equipment). If we do so, we will endeavour to restore it as quickly as we can;
 - (b) make minor changes to certain technical specifications, including limits for transferring information which are associated with the Service;
 - (c) take any steps or omit to take any steps for any reason we deem relevant to the management and operation of our Network, which may include expanding, reducing, modifying, suspending, limiting, making inaccessible or adversely

affecting any of, or any part of, the Service or Content and/or employing network management methods to regulate the traffic on our Network (such as giving certain types of traffic priority over others);

- (d) limit, cancel, terminate or suspend the provision of the Service to you:
 - (i) if you do not pay any amounts due for the Service or any other service(s) provided us on time;
 - (ii) if an administrator, receiver, liquidator or provisional liquidator is appointed to you, or you resolve to enter into any settlement or similar arrangement for the benefit of your creditors, or you are unable to pay your debts when they are due;
 - (iii) if your use of the Service interferes with the efficiency of our network and you fail to rectify the situation;
 - (iv) if you or any other person uses the Equipment or the Service in contravention of any terms and conditions relevant to the Service or for any illegal or improper purpose, or you act in a way, which in our reasonable opinion, cause a nuisance or harassment to us or other customers;
 - (v) if you commit a breach, or we reasonably believe you are likely to commit a breach, of any terms and conditions relevant to the Service;
 - (vi) if there are technical difficulties or it is not feasible to provide the Service;
 - (vii) if a Third Party Provider ceases to provide those things which are necessary for us to provide the Service to you;
 - (viii) if we cease to provide all or part of the Service;
 - (ix) in the event of an emergency or in order to provide resources to emergency and other essential services;
 - (x) if the supply or use of the Service is or is to become unlawful;
 - (xi) if in our reasonable opinion the provision of the Service is liable to cause death or personal injury or damage to property; or
 - (xii) if you die.

15.2 You agree that:

- (a) we may do any of the matters set out in [Clause 15.1](#); and if we do so, we have no responsibility to pay you or any users any compensation arising therefrom or in connection therewith;
- (b) we may change, delete, limit or block your access to (i) any Content, or (ii) any message or material uploaded or provided by you or any other users through the Service, if we are of the opinion that such Content, message or material is in breach of the Contract or any applicable law; and if we do so, you agree that we have no responsibility to pay you or such users any compensation arising therefrom or in connection therewith;
- (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;
- (d) we may prioritise certain types of traffic for network management purposes; and if we do so, we have no responsibility to pay you or any users any compensation arising therefrom or in connection therewith; and/or
- (e) save for the purpose of complying with relevant statutory requirement, we are not obliged to provide you with any of our internal records or documents (including, without limitation, CCTV clip, incoming call identifying data, information compiled in relation to the performance of our Network and Equipment).

16. Our responsibility to you when we provide the Service

16.1 We accept responsibility if death or personal injury is caused 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 Except as described in Clauses 16.1 and 16.2, subject to Clause 16.4 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.
- 16.4 Apart from the responsibility we accept under Clauses 16.1 and 16.2 and subject to Clause 16.3, we are not responsible or liable to you for the followings and will not pay you any compensation in relation thereto:
- (a) 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.
 - (b) Any losses and damages that you may suffer if you have used the Service or the Equipment we provide for any trading, business or commercial purposes.
 - (c) Any loss or damage you may suffer as a result of any third party information or Content passing through the Service, as set out in Clause 2.2.
 - (d) Any loss or damage you may suffer as a result of any Content, message or material uploaded or provided by you or any other users through the Service.
 - (e) Any loss or damage you may suffer as a result of any installation, reconfiguration or setting up of your computer for connection to our Service at your Premises, as set out in Clause 15.2(c).
 - (f) Any delay, failure or otherwise not providing you with the Service in accordance with the Contract as a result of a Force Majeure Event, as set out in Clause 17.
 - (g) You have breached the Contract.
 - (h) Any loss or damage you may suffer as a result of you or permitting anyone (with or without your knowledge) to use the Service in a way that breaches the Contract.
 - (i) Any loss or damage as a result of any unauthorised use of the Service, any Equipment or any equipment and/or device which is not supplied by us.
 - (j) Any loss or damage as a result of any phishing email / webpage, malware, virus, hacking to the Services.
 - (k) Any loss or damage of, corruption of or release of any data or information.
 - (l) Any failure of safety, security or other alarm systems due to incompatibility with the Service, or any other reason which is not due to our fault or negligence.
 - (m) Any loss or damage which we could not reasonably have expected or which we could not reasonably have considered when entering into the Contract.

17. Matters beyond our reasonable control

Sometimes, we may not be able to do what we have agreed because of a Force Majeure Event. In this case, we do not accept responsibility for the delay, failure or otherwise not providing you with your chosen Service in accordance with the Contract. You or we may terminate 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 Clause 11.1, 11.2, 11.3 or 11.4), we may restrict or suspend the Service (or any part thereof) and/or terminate the Contract immediately and/or take other actions as we think may be appropriate, with or without notice. We may or may not give you an opportunity to remedy the breach within 15 days (or such other period as we may determine) after we inform you of such breach before we restrict or suspend the Service (or any part thereof) and/or terminate the Contract. However, if we give you such opportunity but you do not remedy the breach by the deadline, we may restrict or suspend the Service (or any part thereof) and/or terminate the Contract immediately without further notice.
- 18.2 We may also suspend or restrict the Service (or any part thereof) and/or terminate the Contract and/or take other actions as we think may be appropriate if you have or you may have committed a breach under any other contract you have with us or any PCCW group companies and do not put matters right within the time mentioned in such other contract.



18.3 If we terminate 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 terminate your Service

We can terminate, suspend, restrict the Service and/or terminate 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 factor or situation 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 Statement which can be found at 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, notify us of any change of address, contacting information 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 or the latest version of the revised Charges or terms and conditions 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, MMS and/or bill insert).

22.2 We may at any time vary any of the terms and conditions of the Contract by giving written or electronic notice (if such variation will (i) result in an increase in the Charges (other than an increase in the Charges for IDD or roaming services) or (ii) have a substantial and adverse impact on the Service you subscribed, we will give not less than 30 days' prior notice) to you to that effect in accordance with Clause 23.6.

22.3 If we (a) increase (i) the Monthly Charge or the Service Charge for the Service during the Commitment Period; or (ii) any other Charge for the Service as set out in the Contract 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 Contract) by more than HK\$30 per month or 30% of the Monthly Charge for the Service (whichever is higher); or (c) change the terms and conditions of a Service which will have a substantial and adverse impact on the Service you subscribed, you will not have to pay the Early Termination Charge and any other Cancellation Charges if you decide to terminate that Service early, unless the Contract says otherwise. However,

once we have told you about such a change, you must let us know that you want to terminate 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 At the end of the Commitment Period of the Service under the existing Contract, if (a) you have not terminated the Contract; or (b) you have not renewed your existing Contract nor entered into any new contract in respect of the Service with a new commitment period, you agree that we shall, subject to Clause 23.2, 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 to the relevant Service and to pay the monthly charges therefor based on the prevailing monthly rate for that Service (without commitment period) as published or specified by us (at our sole discretion) from time to time whether in our website(s), invoices(s), notice(s) or by other means and the Service shall be deemed accepted by you during each successive one (1) month period until you terminate the Contract for the Service by giving us at least 30 days' advance notice (or any other period we may have specified in the Contract) by designated means.
- 23.2 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 23.1, 23.3. 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.
- 23.4 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.
- 23.5 Save for any PCCW group companies, no other person who is not a party to the Contract has any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623, the Laws of Hong Kong) to enforce any terms and conditions and/or benefit of the Contract.
- 23.6 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 in the form of a letter, bill insert or message, email message, statement on our or our Affiliates' website, pamphlet available at our or our Affiliates' shops, their respective franchisee's or agent's retail outlets, advertisement placed in a Hong Kong daily newspaper). The notice or communication sent by us shall be treated as received by you (a) 24 hours 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; (d) immediately upon sending the email, if sent by email; (e) in the case of a notice or communication sent by electronic means, immediately after being transmitted by us or posted on our or our Affiliates' websites; and (f) when the first edition of the newspaper is available for purchase or when the pamphlets are available in those shops or retail outlets, in the case of a newspaper advertisement or pamphlet.
- 23.7 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.
- 23.8 If the terms and conditions of the Other Terms, 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.
- 23.9 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.
- 23.10 Any disputes in connection with the Services or these General Conditions, our decision shall be final, binding and conclusive.
- 23.11 The Contract is governed by the laws of Hong Kong.

24. Interpretations and Special meanings

In the Contract:

- 24.1 All personal pronouns used in these General Conditions, whether used in the masculine, feminine or neuter gender, shall include all other genders, and the singular shall include the plural and vice versa.
- 24.2 **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).
- 24.3 **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.
- 24.4 **Application** means a written or an online application (which may or may not include a Service Guide) and, where expressly allowed by us, a non-written application made by you to us requesting the provision of the relevant Service to you.
- 24.5 **Application Cancellation Charge** means the cancellation charges specified by us in the Contract for the termination of the Contract in accordance with [Clause 7.1](#).
- 24.6 **Cancellation Charge** means the Application Cancellation Charge, the Pre-activation Cancellation Charge and/or such other cancellation charge as specified in the Contract.
- 24.7 **Charges** means the charges and fees (including the Service 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, the Other Terms and the Price List (as amended by us from time to time).
- 24.8 **Commencement Date** means the date we inform you that the Service is made available to you.
- 24.9 **Commitment Period** means the commitment period or fixed term for the Services (a) as specified by us in the Contract; 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 Contract (which may or may not include any term extension as may be referred to in the Contract).
- 24.10 **Content** means any data, information, images, graphics, content, applications, software, downloadable files or other material that can be accessed using the Services, including, without limitation, all still image, graphical, textual, audio, video, multimedia and other content, electronic email and other messages.
- 24.11 **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 Other Terms, as amended by us from time to time.
- 24.12 **Contract Value** means in relation to (a) the Services with a Commitment Period as subscribed by you, the total Monthly or Service 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 Service 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.
- 24.13 **Cooling-off Period** has the same meaning given to it in [Clause 8.1](#).
- 24.14 **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.
- 24.15 **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 Contract.
- 24.16 **Equipment** means the equipment, device and/or SIM Card (if any) provided by us (or the relevant service provider or our business partner) (including all associated accessories) to make available the Service to you, excluding any equipment, device and SIM Card belonging to you.
- 24.17 **Force Majeure Event** means anything outside our reasonable control including but not limited to, industrial disputes of any kind, war declared or undeclared, act of terrorism, riot, blockade, disturbance, strike or other industrial action, severe weather, natural disaster (such as lightning, earthquake, storm, flood, tsunami, fire, explosion or meteor), epidemic, pandemic, anything done by a Government Agency, any change in any applicable Law, rule or regulation of Hong Kong to the Service or your use of the Service, inability or delay in granting governmental or other approvals, consents, permits, licenses or authorities, or telecommunications network outage or degradation which we cannot reasonably control.
- 24.18 **General Conditions** means these General Conditions of Telecommunications Service (Consumer Customers).
- 24.19 **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.
- 24.20 **Hong Kong** means the Hong Kong Special Administrative Region of the People's Republic of China.



- 24.21 **Licence** means a licence issued by a Government Agency to us from time to time authorising us to provide the Service.
- 24.22 **Monthly Charge** means the monthly Charge payable by you to us for the relevant Service and as specified by us in the Contract.
- 24.23 **Moving Charge** means the Charge as specified by us in the Contract that we charge you for the relocation of the Service in accordance with [Clause 14.1](#).
- 24.24 **My HKT** means a customer account management service (such as bill viewing, checking service plan / appointment details and online customer enquiries) provided and managed by HKT CSP Limited, a subsidiary of HKT Limited, under the terms and conditions of My HKT (which can be viewed at www.cs.hkt.com).
- 24.25 **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.
- 24.26 **Other Terms** means any such other terms and/or conditions which we may advise you at the time of your application for the Services or thereafter.
- 24.27 **PCCW** means PCCW Limited and its subsidiaries (including but not limited to HKT Limited and its subsidiaries).
- 24.28 **Personal Data** has the same meaning given to it in the Personal Data (Privacy) Ordinance (Chapter 486, the Laws of Hong Kong).
- 24.29 **PIN** means a personal identification number issued by us to you for your access to the Service.
- 24.30 **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.
- 24.31 **Pre-activation Cancellation Charge** means the cancellation charges specified in the Contract for the termination of the Contract in accordance with [Clause 7.2](#).
- 24.32 **Premises** means the place where the Service or any services provided by any PCCW group company is installed and used from time to time.
- 24.33 **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.
- 24.34 **Service** or **Services** means the telecommunications and/or other service(s), including Equipment, My HKT, The Club and any other goods and services (where applicable), provided by us to you and identified in the Contract.
- 24.35 **Service 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 Contract.
- 24.36 **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.
- 24.37 **SIM Card** means the customer identity module card provided by us to you.
- 24.38 **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.
- 24.39 **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.
- 24.40 **The Club** means a member loyalty program for designated customers of PCCW provided and managed by Club HKT Limited, a subsidiary of HKT Limited, under the terms and conditions of The Club (which can be viewed at www.theclub.com.hk).
- 24.41 **Unsolicited Contract** has the same meaning given to it in [Clause 8.1](#).
- 24.42 **We** means the relevant PCCW Service provider for your chosen Services as set out in the Contract.
- 24.43 **You** means the customer who subscribes to the Services and as specified in the Contract.

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