

## HKT Home Phone Plus Service Terms and Conditions

The following terms and conditions (“**these Terms and Conditions**”) apply to your use of the HKT Home Phone Plus Service (“**Service**”, which term shall, as the context requires, include the App, the Software and the Content, all of which as defined below). By downloading the HKT Home Phone Application (“**App**”) and any subsequent upgrades to the App, you agree to be bound by the prevailing version of these Terms and Conditions (available at the HKT Home Phone website: <http://www.hkt-homephone.com/?lang=eng>). Our authorisation for you to install and download the App and any subsequent upgrades to the App, to access the **Software** (meaning any software, applications and/or programs from the Service) and to access and receive the **Content** (meaning any content made available or appearing in the Service, including but not limited to any data, information, images, graphics, video and/or audio content, applications, downloadable files or other multimedia content that can be accessed through or on the Service) under the App is conditional upon your strict compliance with the prevailing version of these Terms and Conditions. In order to provide you with continuing services, you are required to promptly update the App with the latest version.

### 1. HKT Home Phone Plus Service

- (a) You will be provided with a designated phone or service number under the Service, or you may also port your existing phone or service number from another telecommunications operator to us in order to use the Service (the telephone number assigned to the Service as “**HKT Phone Number**”).
- (b) The Service can only be accessed by downloading the App on designated smart mobile devices with specific operating systems and upgrading to the Service via the App.
- (c) The Service is provided and managed by us, Hong Kong Telecommunications (HKT) Limited (“**HKT**”). The App is a self-service integrated platform for you to enjoy various features of the Service.
- (d) You may only access the Service by using a login ID that we accept and providing a related password.
- (e) While installing the App, you will be asked to give your consent for our access to various features or items on your smart mobile device (e.g. camera, record audio, contact list and location etc.), enabling us to provide the comprehensive features of the Service to you. If you do not give your consent, you will not be able to install or use the App or some features of the App.
- (f) The Service shall not be a replacement for traditional line land telephone service and cannot be used with lifeline devices.

### 2. Service Terms and Conditions

- (a) Besides these Terms and Conditions, the use of the Service is also subject to the prevailing version of the “General Conditions of Telecommunications Services (Consumer Customer)” (“**General Conditions**”) (available at [www.hkt.com/Terms+of+Use](http://www.hkt.com/Terms+of+Use)) and the prevailing version of the “HKT Privacy Statement” (“**Privacy Statement**”) (available at [www.hkt.com/legal/privacy.html](http://www.hkt.com/legal/privacy.html)), and such other provisions as we may advise you from time to time (“**Other Terms**”) (collectively, “**Contract**”).
- (b) If the provisions of the Other Terms, these Terms and Conditions and the General Conditions (collectively, “**Service T&Cs**”) conflict with each other, the inconsistency will be resolved in the descending order of preference set out in this Clause, unless we advise otherwise. If the Privacy Statement and the Service T&Cs conflict with each other, the Privacy Statement shall prevail, unless we advise otherwise.
- (c) You acknowledge that we may, at any time, at our sole discretion, by publishing an updated version on the relevant websites and/or the App:
  - (i) change, modify or supplement on any terms and conditions in connection with the Service (including these Terms and Conditions, the General Conditions and the Privacy Statement); and
  - (ii) change, modify, suspend or discontinue all or any part of the Service (including any Content or features).

By continuing to use the Service, you will be deemed to accept the updated terms and conditions and/or Service and be bound by them. For details, please refer to Clause 22 of the General Conditions.

### 3. Software Licence

- (a) You may from time to time be requested to download Software and we hereby grant to you a non-exclusive and non-transferable licence for you to store, run and use the Software on such smart mobile devices specified by us in accordance with these Terms and Conditions and any software licence which accompanies the Software but not further or otherwise.
- (b) You agree to download and install the Software in the smart mobile devices specified by us, to be used by you for accessing and/or installing the App or the Service.
- (c) You acknowledge that we may refuse to provide the Service to you in the event you fail to successfully download and install the App and the Software.

#### 4. Account Creation

For the purpose of creating an account under the App or the Service, management and provision of the Service:

- (a) you must provide us with accurate, complete and updated registration information;
- (b) you must safeguard any user name and password which we provide to you and/or used by you;
- (c) you authorise us to assume that any person accessing or using the App under your Service account is either you or is duly authorised to act for you and on your behalf, and you shall be liable for any actions undertaken by such person in connection with his access to and/or use of your Service account.

#### 5. Service Features

##### (a) Voice Call

- (i) The Service allows app-to-app voice calls to be made via the App on your smart mobile device to other user of the App on his smart mobile device, and you may also receive app-to-app voice calls on the App from other user of the App.
- (ii) The Service also allow voice calls to be made via the App on your smart mobile device to any Hong Kong local telephone number (including on any mobile phone, fixed telephone and eye3 Smart Communications Service device (“**eye3 Device**”)), and you may also receive voice calls on the HKT Phone Number via the App.
- (iii) The quality of voice calls on the App is dependent on various factors (e.g. firmware of the smart mobile device and Internet connectivity), and as such, we do not in any way guarantee the quality of such voice calls.

##### (b) eFax

- (i) There may be limit to the numbers of pages of facsimile you may send out via the eFax feature under the Service, and such numbers may be subject to change from time to time at our discretion, with or without prior notice.
- (ii) The delivery and receipt of any facsimile sent out via eFax will depend on whether the target recipient of the facsimile has his facsimile machine switched on ready for receiving facsimiles or not; and as such, we do not in any way guarantee the prompt or due delivery or receipt of the facsimile sent out via eFax.
- (iii) The image quality of the facsimile sent out via eFax is dependent on the image quality of the photo taken for the facsimile; and as such, we do not in any way guarantee the quality of the faxed image.

##### (c) Call Recording

- (i) The Call Recording feature under the Service supports voice recording for voice calls. The recording will only be stored on your smart mobile device. There may be limit to the number of voice recordings you may record, depending on the storage capability of your smart mobile device.
- (ii) Whether you may successfully record a voice recording under Call Recording will depend on the storage capacity of your smart mobile device; and as such, we do not in any way guarantee prompt or due recording via Call Recording.
- (iii) The quality of the recordings via Call Recording is dependent on various factors (e.g. the microphone quality of your smart mobile device and Internet connectivity); and as such, we do not in any way guarantee the quality of the recordings under Call Recording.

##### (d) Unknown Caller Identifier

- (i) This Unknown Caller Identifier feature under the Service is provided by Third Party Provider(s) (as defined in Clause 11 (Third Party Providers)).
- (ii) By enabling this Unknown Caller Identifier feature, you acknowledge and agree that the phone number of all calls made to or from the HKT Phone Number will be matched with the lists of identified phone numbers (provided by our Third Party Provider(s)) in the telephony system, in order to check whether each call can be identified or not.
- (iii) You authorise and agree that we may at our discretion identify the phone number of a call and display its identity on the fixed telephone of your designated smart mobile device.
- (iv) While the call identification lists of our Third Party Provider(s) are updated from time to time, we or our Third Party Provider(s) do/does not in any way guarantee all calls could be identified, and you acknowledge and agree that we or our Affiliates will not in any way be held responsible for any loss or damage incurred in connection with any identified or not identified calls.

##### (e) Home Junk Call Blocking

- (i) This Home Junk Call Blocking feature under the Service is provided by Third Party Provider(s), as well as HKT and/or CSL Mobile Limited (“**CSL**”).
- (ii) By enabling this Home Junk Call Blocking feature, you acknowledge and agree that the phone number of all the incoming calls made to the HKT Phone Number will be matched with the spam call lists (provided by our Third

Party Provider(s), HKT and CSL) in the telephony system, in order to check whether each call might be a spam call or not. .

- (iii) You authorise and agree that we may at our discretion block the phone number of an incoming call which has been identified as a spam call.
- (iv) To provide a better service, you acknowledge and agree that calls from PCCW or HKT group of companies will NOT be blocked under this Home Junk Call Blocking feature.
- (v) While the spam call lists of the Third Party Provider(s), HKT and CSL are updated from time to time, each of the Third Party Provider(s), HKT and CSL does not in any way guarantee all spam calls could be identified or blocked, and you acknowledge and agree that HKT, CSL and their respective Affiliates will not in any way be held responsible for any loss or damage incurred in connection with any blocked calls or unblocked calls.

(f) **Report Call**

- (i) This Report Call feature under the Service will allow you to report call identity to us, our Affiliates and Third Party Provider.
- (ii) You authorise and agree that we, our Affiliates or our Third Party Provider may at its discretion to use, edit or reject the information in your reported call.
- (iii) You acknowledge and agree that we or our Affiliates or our Third Party Provider will not in any way be held responsible for any loss or damage incurred in connection with any reported calls.

## 6. Our rights and responsibilities

We may:

- (a) deactivate the Service at any time without notice to carry out system maintenance, upgrading, testing and/or repairs;
- (b) limit or suspend your access to the Service without notice where we are of the opinion that such action is appropriate as a result of your use of the Service or where you breach any of the terms of the Contract; and
- (c) expand, reduce, withdraw and/or modify any part of the Service and/or any Content, remove, disable and/or suspend transmission or streaming of the Service or Content which we consider in our sole opinion, breaches any applicable law, rules (e.g. Stock Exchange rules), regulation, regulatory directive or licences (collectively, "**Applicable Law**") or to be otherwise unacceptable.

## 7. Your Use of the Service

(a) You:

- (i) have to be aged 18 or above to subscribe to the Service;
- (ii) are only authorised to use the Service and view the Content for your own personal and non-commercial use in accordance with the terms of the Contract;
- (iii) will be strictly and solely responsible for your own use of the Service and any use of them by any party who uses your login details will be treated by us as use by you;
- (iv) must not, and must not permit any other person, to sell, reproduce, copy, distribute, publish, modify and/or prepare derivative works based on the Service and/or Content;
- (v) will abide by all Applicable Law, and any of our operating and/or usage rules, as amended from time to time;
- (vi) will provide true, accurate, current and complete information about yourself as required to complete your application for and/or use of the Service ("**User Data**");
- (vii) will agree to maintain and promptly update the User Data you have submitted to us and keep it true, accurate, current and complete;
- (viii) will not provide any information that is untrue, inaccurate, not current or incomplete, if we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or restrict your access to the Service; and refuse any and all current or future use of the Service;
- (ix) will report any violation of the terms of the Contract to our customer service team;
- (x) safeguard your login details and password(s) (if any) and ensure that they are not disclosed or provided to any other person; and
- (xi) are required to promptly provide your up-to-date location information through the App.

(b) You must not in any way intercept, interfere or tamper with any part of the Service and must not use the Service or allow the Service to be used to, directly or indirectly:

- (i) access or attempt to access the Service in any way or method other than the instructions or interface provided by us;
- (ii) restrict or inhibit any other persons from using the Service, including, without limitation, by means of "hacking" or defacing any portion of the Service;
- (iii) modify, adapt, sub-license, reproduce, distribute, copy, exploit, translate, sell, reverse engineer, decompile or disassemble any portion of the Service, the Content or the Software;
- (iv) remove any copyright, trademark, or other proprietary rights notices contained in the Service, the Content or the Software;
- (v) copy and/or frame any part of the Service, the Content or the Software without our prior written authorisation;
- (vi) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce, disrupt or circumvent the navigational structure or presentation of the Service and/or Content;
- (vii) collect information of users of the Service;
- (viii) hack, break into, or attempt to hack or break into, in any manner the Service, the Content or the Software and/or any data areas on our server(s) or that of any third parties;
- (ix) download, copy, store, rip, distribute, share or re-direct any Content from the Service in any way or through any media;
- (x) incorporate any software or other materials that contain any virus, worm, time bomb, Trojan horse, or other harmful or disruptive component;
- (xi) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Service;
- (xii) disrupt or interfere with any part of the Service, or any servers, network, software, hardware or equipment connected to or via the Service;
- (xiii) disclose your login details and password (if any) or permit other persons to use your login details and password to access the Service;
- (xiv) commit any action which may be unsolicited, offensive, defamatory, indecent, obscene, menacing, immoral, tortious, unlawful, illegal or infringe any intellectual property rights of any party; and/or
- (xv) send unsolicited, offensive, defamatory, indecent, obscene, menacing, nuisance or hoax messages or Content.

## 8. Charges and Payment

- (a) You undertake to pay all charges and fees (collectively, "**Charges**") for the use of the Service.
- (b) Unless otherwise specified you must pay for the Service in advance of usage.
- (c) You may settle all Charges by a valid credit card or any other payment method as specified by us from time to time.
- (d) Payments via credit card are subject to the terms and conditions of the card issuer. For all credit card transactions, you shall bear the price differences due to exchange rate and/or any other fees or charges incurred in connection with the relevant transaction.
- (e) We can bill you through a billing agent or any PCCW group companies.
- (f) If you do not pay any Charges when due, 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).
- (g) If you do not pay any Charges when due, we may ask a debt-collection agency(ies) to collect the payment on our behalf, and you will be liable to us any costs and expenses which we may have reasonably incurred for engaging such agency(ies) for the payment collection.
- (h) Except in the event of manifest error on our part or as otherwise expressly provided in the Contract, the Service subscribed is non-cancellable and all payments made to us shall be non-refundable in any event.
- (i) You are responsible for all carrier data plan and other fees and taxes associated with your use of the Service. Your download and access to the App and/or use of the Service may be subject to payment of certain fees, and you agree to pay such fees on time. We reserve the right at any time to:
  - (i) charge or waive such fees (or any part thereof); and/or
  - (ii) change or supplement on any terms and conditions on which any such fees shall be charged and/or waived.

## 9. Content

- (a) You acknowledge that the Content on the App is subject to copyright and possibly other intellectual property rights (“**Intellectual Property Rights**”). Unless you are expressly authorised by law and by the relevant copyright owner(s), you must not in any way whatsoever participate in or permit any other entities or persons, to, directly or indirectly:
  - (i) sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, repost or otherwise use any of the Content in any way for any public or commercial purpose without our prior written consent;
  - (ii) use any Content on any other websites or in a networked computer environment for any purpose;
  - (iii) reverse engineer any Content consisting of downloadable software; or
  - (iv) otherwise infringe any of the Intellectual Property Rights of any person in using the App or any Content.
- (b) Nothing you do on or in relation to the App will transfer any Intellectual Property Rights to you or license you to exercise any Intellectual Property Rights unless this is expressly stated.

## 10. Other User Content

- (a) The App may contain Content uploaded, posted, emailed or otherwise electronically transmitted (“**Posted**”, and to “**Post**” shall be construed accordingly) by users of the App, including you (“**User Content**”).
- (b) We do not monitor or exercise editorial control over User Content. However, we reserve the right:
  - (i) to access or examine any User Content; and
  - (ii) at our discretion move, remove or disable access to User Content which we consider, at our sole opinion to breach any Applicable Law or to be otherwise unacceptable.
- (c) In relation to any Content Posted by you, you grant us a perpetual, irrevocable, royalty-free licence throughout the world to use, reproduce, modify, adapt, publish, translate, sublicense, create derivative works from, incorporate in other works (whether electronic or not), distribute, perform and display such Content, whether in whole or in part.
- (d) You acknowledge that we may remove Content Posted by you in accordance with any applicable guidelines, such as guidelines relating to period of storage or the maximum disc space which is allotted to you.

## 11. Third Party Providers

- (a) You acknowledge that:
  - (i) parts of the App;
  - (ii) certain features of the Service; and
  - (iii) parts of the Content,may be contributed, provided or maintained by third party providers (“**Third Party Provider(s)**”) and not by us. We make no statement, representation or warranty, express or implied, that we agree, disagree, approve or endorse with any such materials or external websites and we will not have or accept any liability, obligation or responsibility whatsoever for any loss, destruction or damage (including without limitation consequential loss, destruction or damage) however arising from or in respect of any use or misuse of or reliance on the contents of any such materials or external websites delivered on or via the App or inability to use any of them.
- (b) Your correspondence or dealings with any Third Party Providers are solely between you and that Third Party Provider, and you agree that we will not in any way be liable or responsible for any loss or damage of any sort whatsoever incurred as the result of such dealings.

## 12. Links and Advertisements

- (a) We have not reviewed all of the sites linked to the App and we are not responsible for the content or accuracy of any off-App pages or any other sites linked to the App (including without limitation sites linked through advertisements or through any search engines).
- (b) Some links which appear on the App are automatically generated, and may be offensive or inappropriate to some people. The inclusion of any link does not imply that we agree, disagree, approve or endorse the linked site, and you use the links at your own risk.
- (c) Your correspondence or dealings with, or participation in promotions of, advertisers on the App are solely between you and such advertisers.
- (d) The inclusion of any such sites or advertisements on the App does not imply that we agree, disagree, approve or endorse any of those sites or advertisements. We will not have or accept any liability, obligation or responsibility whatsoever for any loss, destruction or damage (including without limitation consequential loss, destruction or damage) however arising from or in respect of any use or misuse of or reliance on such sites or advertisements delivered on or via the App or inability to use any of them.

### 13. Personal Data

- (a) In using the App, you may be requested to give us certain personal data (as this term “Personal Data” is defined in the Personal Data (Privacy) Ordinance (“**PDPO**”, Chapter 486 of the Laws of Hong Kong) (“**Data**”). You have certain rights in the Data you provide in accordance to the PDPO. By using the App you grant us your consent to use your Personal Data in accordance with the “HKT Privacy Statement” (available at [www.hkt.com/legal/privacy.html](http://www.hkt.com/legal/privacy.html)).
- (b) You will provide us with the information relating to you or your use of the Service we reasonably require:
  - (i) to help us in complying with the Applicable Law and to report to any government or regulatory agency regarding such compliance; and
  - (ii) to assess whether or not you have complied, are complying and will be able to continue to comply with all obligations under the Contract.
- (c) We do not collect device location information when you use the Service.

### 14. The Use of the App At Your Own Risk

- (a) You use the App at your own risk. You must evaluate, and bear all risks associated with, the use of the App, including reliance on the accuracy, completeness or usefulness of the App. All information provided on or via the App by us or any of the Third Party Providers or our related service providers is for general and indicative purposes only. You should seek your own independent advice with respect to your use of the App.
- (b) We endeavor to provide a convenient and functional App, but we do not guarantee in any way that the App will be error free or continuous or that the App or the server that operates it will be free of viruses or other harmful components, nor we guarantee the quality of the voice calls you made under the App, as the same will be dependent on various factors, such as the user’s hardware, Internet connection status etc.
- (c) Although we will use reasonable endeavors to maintain the App, we do not undertake in any way to provide support or maintenance services for the App.
- (d) Unauthorised access to the Service is a breach of the Contract and a violation of the law. You agree not to access the Service by any means other than by providing us your login details and password or allow anyone to do so. You agree not use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access, monitor or copy any part of the App, the Service or the Content.
- (e) If your use of the App results in the need for servicing or replacing any property, material, equipment or data, we will not be in any way responsible for any costs or expenses in relation to any loss or damages.
- (f) Without limiting other provisions of these Terms and Conditions, everything on the App 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. We exclude all representations and warranties to the fullest extent permissible under any Applicable Law.
- (g) In particular, we do not make any express or implied warranty as to the accuracy, fitness for a particular purpose, non-infringement, reliability, security, timeliness or freedom from computer virus in relation to any content on the App. We will not be liable for any errors in, omissions from, or misstatements or misrepresentations (whether express or implied) concerning any such information, and will not have or accept any liability, obligation or responsibility whatsoever for any loss, destruction or damage (including without limitation consequential loss, destruction or damage) however arising from or in respect of any use or misuse of or reliance on the information delivered on the App or inability to use the App or any services delivered through the App.

### 15. Indemnities

You agree to indemnify us, our content providers, contractors, sub-contractors, licensors and agents (including but not limited to the Third Party Providers) and their respective officers, directors and employees (collectively, the “**Indemnified Parties**”) against any action, liability, cost, claim, loss, damage, proceeding and/or expense suffered or incurred by any of the Indemnified Parties arising from or which is related to:

- (a) your use of the App, the Service, the Content, and/or the Software; and
- (b) any breach or non-observance of any provisions of the Contract by you and/or other person(s) using the Service under your Service account, whether with or without your authority or knowledge.

### 16. Limitation of Liability

- (a) To the fullest extent permitted by law, we will accept no liability whatsoever for any direct, indirect, consequential, collateral, special, punitive or incidental loss, destruction or damage (including but not limited to corruption of data, loss of profits, goodwill, bargain or opportunity or loss of anticipated savings or any other loss) resulting from your access to, reliance on, or use of, or inability to use the Service (including the App, the Content and the Software) (including any services provided by any Third Party Providers), whether based on warranty, contract, tort, negligence or any other legal theory, and whether

or not we know of or reasonably should have known of the possibility of such damage.

- (b) If a jurisdiction does not allow the exclusion or limitation of liability in accordance with the relevant provisions under the Contract but allows a limitation of a certain maximum extent, then our liability is limited to that extent.

## 17. Cancellation of Registration

- (a) We may cancel or suspend your registration or your use of the App if we reasonably believe that you may have violated any Applicable Law or any of the provisions of the Contract, acted inconsistently with the provisions or spirit of the Contract, or have violated our rights or those of another party, or if we are investigating any suspected misuse or misconduct. If you encounter any cancellation or suspension of service, please contact our Customer Service Hotline 1000.
- (b) When your registration is cancelled, you may no longer have access to the App.
- (c) You acknowledge and agree that [Clause 14](#) (The Use of the App At Your Own Risk), [Clause 15](#) (Indemnities), [Clause 16](#) (Limitation of Liability), this [Clause 17\(c\)](#) and [Clause 19](#) (General Provisions) shall survive cancellation of your registration or termination of the App.

## 18. Notices

- (a) We will give you any necessary notices by posting them on the App. You agree:
  - (i) to check the App for notices regularly; and
  - (ii) that you will be considered to have received a notice when it is made available to you by posting on the App.
- (b) We may also give you notice by such other means as designated by us (e.g. by post, email, SMS and/or bill insert).

## 19. General Provisions

- (a) All personal pronouns used in these Terms and 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.
- (b) We shall not be liable or deemed in default for failure to fulfil any obligation under the Contract due to causes beyond our reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, civic unrests, shortages of labor or materials, freight embargoes, unusually severe weather, electrical power failures, telecommunication or internet backbone outages, failure of an internet access provider or other similar causes beyond our control, and we shall not be liable for losses, expenses or damages, ordinary, special, remote or consequential, resulting directly or indirectly from such causes.
- (c) Any disputes in connection with the Service (including the App, the Content and the Software), our decision shall be final, binding and conclusive.
- (d) If any part of these Terms and Conditions is held to be unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remainder will remain in full force and effect.
- (e) You agree to defend, indemnify, and hold harmless us, our officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of the App or the Content or your breach of these Terms and Conditions.
- (f) Save for PCCW Limited and its subsidiaries (as defined in the Companies Ordinance, Chapter 622 of the Laws of Hong Kong), no other person or entity who is not a registered user of the App has any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any provisions of these Terms and Conditions or any rights and/or benefits in connection thereunder.
- (g) These Terms and Conditions will be governed by the laws of Hong Kong. You irrevocably submit to the exclusive jurisdiction of the courts of Hong Kong.

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