

## 「有機上網」殘疾人士上網服務優惠計劃（附加條款）

### 1. 收費詳情

- 1.1 客戶確認，在申請有關服務前已獲悉收費詳情，並明白服務之收費機制及同意繳付有關訂定收費。
- 1.2 客戶若因特殊原因於合約期內終止家居寬頻服務，將不設退款，並須於 30 天前透過熱線 2922 9240 通知「有機上網」。「有機上網」將收取\$50 行政費及按比例收取已使用的寬頻費用。若客戶欠繳所須費用，「有機上網」有權暫停或終止任何／所有服務。
- 1.3 寬頻服務合約為期三年，用戶必須於合約完結時提前 30 天通知「有機上網」終止服務，否則用戶仍須負責其後的上網費用。
- 1.4 在服務合約終止時，客戶須完整交還寬頻儀器至指定地點。若客戶於指定日期前沒有依照指示退回寬頻儀器予「有機上網」或寬頻儀器因任何原因遺失或損壞而需要購買或更換，須向「有機上網」繳付以下器材費用：  
香港電訊儀器包括 - 數據機 HK\$800
- 1.5 用戶若於合約期內搬遷，可以享受一次免費搬遷服務。有關搬遷安排將以網絡供應商之網絡覆蓋為實。用戶必須於 30 天前向本會提交新住址證明，以便本會致電用戶辦理搬遷預約手續。若合約期內搬遷多於一次，用戶須向「有機上網」繳付港幣\$680 搬遷費用。
- 1.6 寬頻上網之速度將會以網絡供應商最終所能提供至最快速度為準。  
香港電訊頻寬規格是指根據所申請之網絡由用戶住所的數據機的寬頻線連接至第一台網絡器材或機樓之網絡規格。8M / 30M / 100M / 200M / 1000M 寬頻服務頻寬規格，其最高專用下載頻寬分別為 8Mbps / 30Mbps / 100Mbps / 200Mbps / 1000Mbps 及最高專用上傳頻寬分別為 800Kbps / 10Mbps / 30Mbps / 200Mbps / 1000Mbps。實際速度會低於網絡規格及受用戶的儀器、技術、網絡及軟件之使用、網絡裝配及覆蓋範圍、使用量、海外頻寬及外在因素而有所影響。
- 1.7 「有機上網」的家居寬頻計劃將不會提供路由器、家居電話、電郵、MyTVSuper 或電視等其他增值服務。  
客戶明白此合約設有七天銷售冷靜期，客戶可以在本合約簽定後七個工作天內親臨「有機上網」審核中心辦理取消合約及退款手續。否則，客戶同意及履行本合約所有條款。
- 1.8 「有機上網」此優惠計劃服務乃由「社聯社企有限公司」所提供及營運。
- 1.9 「有機上網」保留更改使用條款之權利。「有機上網」會在網站張貼經已更改的使用條款而不作另行通知。「有機上網」擁有任何對本文所述的條款和條件之最終裁決權。

「有機上網」家居寬頻服務由香港電訊為網絡供應商，提供寬頻網絡及互聯網接駁。用戶需遵守香港電訊所有條款及條件（包括以下條款但不受此限），網絡供應商保留更改使用條款之權利及會在網站張貼經已更改的使用條款而不作另行通知。

### 2. 香港電訊：

- 電訊服務總則（個人客戶）  
[https://www.hkt.com/staticfiles/HKTCorpsite2/Terms%20of%20use/003-6\(20160119\)%20-%20GC%20\(Consumer\)%20\(V7\)%20\(Eng\)%20\(Final\)%20\(Clean\).pdf](https://www.hkt.com/staticfiles/HKTCorpsite2/Terms%20of%20use/003-6(20160119)%20-%20GC%20(Consumer)%20(V7)%20(Eng)%20(Final)%20(Clean).pdf)
- 網上行寬頻服務（個人客戶）特別條款

[https://netvigator.com/assets/doc/special\\_conditions\\_netvigator\\_broadband\\_chi.pdf](https://netvigator.com/assets/doc/special_conditions_netvigator_broadband_chi.pdf)

- 網上行寬頻條款及條件

[https://netvigator.com/assets/doc/broadband\\_terms\\_conditions\\_netvigator\\_chi.pdf](https://netvigator.com/assets/doc/broadband_terms_conditions_netvigator_chi.pdf)

## 2.1 本公司提供的服務

2.1.1 本公司為您提供申請書所載您選擇的服務及用於服務的本公司器材。

2.1.2 您有一份有關本公司為您提供您選擇的服務的獨立合約（載於申請書）。就提供任何資料或內容服務、儀器、服務、器材及其他貨物，在法律下隱含的所有條件及保證，在法律容許的範圍內，均不適用。

2.1.3 本公司及電訊盈科集團的任何其他成員公司可共同為您提供服務及任何其他服務。服務之條款及該等電訊盈科集團成員公司提供的其他服務之條款將在申請書及／或服務指南中列明。

2.1.4 本公司將採用合理的技能及謹慎地提供本公司服務。然而，本公司無法保證本公司的服務及可透過本公司服務取得的任何資料或內容服務（如有）將持續不斷或全無故障，或本公司提供的器材或儀器絕不會發生故障。

2.1.5 本公司決定本公司提供服務的方法、所應用的技術及途徑。

2.1.6 當您申請服務時，本公司將根據下列因素決定是否為您提供服務：

- (a) 服務在您居住或安裝服務的地方是否可供使用；
- (b) 您是否符合申請服務的資格；
- (c) 您是否滿足本公司的信貸要求；
- (d) 您曾否拖欠本公司或任何其他電訊盈科集團成員公司為您提供任何服務的款項；及
- (e) 您或任何第三方為支付服務費用所提供的信用卡資料是否為最新及準確。

若本公司因第 2.1.6 條所述的任何理由決定不為您提供服務，您同意本公司可拒絕您的服務申請而毋須對您承擔責任。

## 2.2 第三方資料或內容服務

2.2.1 視乎您選擇的服務，您亦可透過本公司提供的服務，接通及使用第三方供應商提供的若干資料或內容服務。

若您選擇使用該等第三方供應商的資料或內容服務，您同意遵守其指定的適用條款。

2.2.2 就接通該等第三方資料或內容服務而言，您同意本公司不對下列事項承擔責任：

- (a) 該等第三方供應商的作為、疏忽或遺漏；
- (b) 您使用該等第三方供應商提供的資料或內容服務；及
- (c) 您與該等第三方供應商之間的交易或任何爭端。

## 2.3 進入權及特殊安裝工程

2.3.1 您同意遵守本公司給予您的任何合理指示，並容許本公司安全進入您的住所，以便本公司提供或取消服務。

2.3.2 若您並非您的住所之業主，您同意取得業主的許可，讓本公司能夠進入住所安裝本公司器材。您向本公司承諾您已獲得該許可。

## 2.4 器材及數據卡

2.4.1 您同意看管本公司為您提供的本公司的器材及智能卡。本公司可隨時更換本公司的器材及智能卡。若您或本公司終止合約，您須立即將本公司器材及智能卡歸還及送至本公司告知您的地址。若您未按此行事，或本公司的器材或智能卡因正常損耗以外的原因而遺失或損壞，您須支付有關的維修或更換的費用。

2.4.2 本公司為並繼續作為本公司器材及智能卡的擁有人，您不得：

- (a) 除去或篡改本公司器材及智能卡上的任何本公司識別標誌或標籤；
- (b) 除去或篡改本公司器材及智能卡上的任何組件（包括軟件）；
- (c) 容許本公司或本公司僱員、代理或承辦商以外的任何人維修或保養本公司器材；及
- (d) 放棄對本公司器材的管有或控制。

2.4.3 任何電訊盈科集團成員公司可共用本公司器材在您的住所提供服務。

2.4.4 您只能將符合有關技術標準及其他有關規定的器材或儀器連接到本公司網絡。

2.4.5 對於本公司在申請書及／或服務指南指定的某些儀器（如用於流動電話服務的手機及用於網上行服務的 USB 數據機），本公司沒有責任提供該等儀器的維修及保養服務。然而，該等儀器的製造商會直接為您提供保養及維修服務。

## 2.5 用於預期目的

本公司依據合約為您提供的服務及器材只適用於個人用途，不得用於商業用途。對於本公司在申請書及／或服務指南列明的某些服務，您只能在安裝地址使用。您不得轉售或分銷本公司服務或器材，或透過本公司服務可取得的任何資料或內容服務。本公司的條款可列明提供的服務用於特定目的，而服務須僅限用作有關目的。

## 2.6 當本公司提供服務

2.6.1 您與本公司的合約於本公司接受您所申請的服務當日起生效。

2.6.2 若服務擬持續一段固定期，有關申請書及／或服務指南將載列有關詳情。

## 2.7 服務啟動前取消服務

2.7.1 若您在服務安裝日前取消合約，則須向本公司支付有關申請取消費用。

2.7.2 若您於服務安裝日後但於服務啟動日前取消合約，您須向本公司支付相關的啟動前取消費用。

## 2.8 使用服務

2.8.1 您使用所選擇的服務時，須時刻遵守適用法律、本公司“可接受的使用政策（個人您）”及“公平使用政策”，相關政策載於 [www.hkt.com/acceptableuse](http://www.hkt.com/acceptableuse) 及 [www.hkt.com/FairUsePolicy](http://www.hkt.com/FairUsePolicy)。您同意任何其他人士使用服務（無論是否經您授權）均視為您使用有關服務。

2.8.2 您不得截取、干擾或篡改服務的訊號，不得使用或容許服務用作下列用途：

- (a) 撥打非應邀、帶有令人反感、誹謗、不雅、淫褻、威脅、滋擾或嚇詐性質的電話；
- (b) 傳送非應邀、帶有令人反感、誹謗、不雅、淫褻、威脅、滋擾或嚇詐性質的訊息或內容；
- (c) 對他人造成煩擾或不便，或令他人產生不必要的焦慮；
- (d) 在未經授權的情況下入侵、闖入、進入或使用他人的網站；或

- (e) 在本公司的器材（如伺服器）獲分配的任何儲存空間內，儲存或上載任何可用作駭客入侵或非法用途的資料；
- (f) 進行任何可能是不道德、侵權、不合法、非法或侵犯任何其他人士的知識產權的行為；或
- (g) 作商業用途。

2.8.3 您不得使用可能損害本公司網絡、任何第三方電訊網絡或其他您器材的任何器材或儀器。若您如此行事，您必須立即停止接駁有關器材或儀器。

2.8.4 您同意透過本公司服務接通的任何內容、本公司為您提供的軟件或其他版權資料僅供您按照合約用作私人使用，您不得：

- (a) 複製、篡改或更改該等軟件；
- (b) 複製、篡改、傳送、發佈或展示內容或資料；或
- (c) 向任何其他人士提供上述內容、軟件或其他資料或將其用作任何商業用途。

2.8.5 若您享用本公司提供的互聯網接達服務，您同意自行承擔使用互聯網的風險。您有責任確保用作接通服務的任何器材或儀器不受病毒及駭客攻擊。

2.8.6 您授權本公司按照適用法律，免費使用您或任何其他使用人士透過服務上載至本公司網絡的任何資料或內容。

## 2.9 搬遷

2.9.1 若您更改服務安裝地址至另一個香港地址，且本公司之服務已經可於您的新住址使用或本公司於合理的努力下可於該地址提供有關的服務，本公司將會在新地址繼續為您提供服務。若您搬遷，則須向本公司提供充分證據證明您居住在新住址。

2.9.2 若在您舊住址安裝的服務無法在您的新住址使用或本公司在合理的努力下無法於該地址提供該服務，您可選擇在舊住址繼續使用該服務。即使您決定在承諾期結束前終止未有提供的服務，本公司不會向您收取提早終止費用。然而，除非本公司另行通知，否則本公司可向您收取其他取消費用。

## 2.10 本公司在提供服務時的權利

2.10.1 本公司偶爾可能需要（而不論是否有向您給予事先通知下）：

- (a) 中斷或暫停服務（例如保養、維修、測試或改良本公司網絡或器材）。若須中斷或暫停服務，本公司將盡快恢復服務，但不負責就中斷或暫停服務而引致的任何損失而支付任何賠償；
- (b) 對若干技術規格作出輕微變動，包括限制轉移與服務相關的資料；或
- (c) 利用網絡管理方法管制本公司的網絡通訊流量（包括給予某類型的通訊流量優先權）。

2.10.2 您同意：

- (a) 本公司對您或任何其他使用人士透過服務上載或提供的任何內容、訊息或資料概不承擔責任；
- (b) 在本公司認為違反合約或任何適用法律的情況下，本公司可修改、刪除或阻止接通至您或任何其他使用人士透過服務上載或提供的任何內容、訊息或資料。若本公司如此行事，您同意本公司毋須向您或該等使用人士支付因修改、刪除或阻止接通至有關內容、訊息或資料而引致的任何賠償；
- (c) 本公司不會就在您的住所內安裝、重新配置或設置您的電腦連接到本公司提供的服務承擔任何責任。您須負責有關的安裝、重新配置或設置；及
- (d) 為了網絡的管理，本公司可給予某類型的通訊流量優先權。

## 2.11 本公司提供服務時的責任

- 2.11.1 您因本公司在提供服務時的疏忽而受傷或死亡，本公司將承擔責任。本公司不會免除或限制該項責任。
- 2.11.2 由於本公司的疏忽而引致您的有形財產損失或損壞，本公司就此向您支付的賠償上限為100萬港元。
- 2.11.3 本公司毋須就任何相應而生、間接、特殊、懲罰性、經濟、附帶、附屬或財政的損失（包括任何利潤、商譽、議價或機會上的損失，或對任何數據的遺失或損壞，或任何預期節約或業務的損失，不論上述損失是否因疏忽或其他原因而產生，亦不論損失是否因合約、服務、服務未能提供或延遲提供而產生）作出任何賠償或承擔任何責任。若您將本公司提供的服務或器材用作任何交易或商業用途，本公司不會對您的任何損失及損害承擔責任。
- 2.11.4 除第2.11.1及第2.11.2條所另有規定外，本公司在法律容許的範圍內，就所提供的服務、器材、儀器及任何其他貨物在合約下的責任（即使本公司有疏忽）向您支付的賠償不得超過合約價值。

## 2.12 超出本公司合理控制範圍的事項

本公司有時可能因超出本公司合理控制範圍的事件（例如火災、水災或惡劣天氣）未能按合約提供服務。在該等情況下，本公司不會就延誤或未能按合約向您提供您所選擇的服務而承擔責任。若此事件不間斷地持續 30 天，您或本公司可立即終止合約。

## 2.13 若您違反合約

- 2.13.1 如出現第 2.8.1, 2.8.2, 2.8.3 或 2.8.4 條所述的嚴重濫用情況，本公司可在不論有否給予通知的情況下，即時限制、暫停或終止服務（或其任何部分）及／或終止合約。本公司在限制、暫停或終止服務（或其任何部分）及／或終止合約之前，本公司可能會或可能不會讓您在本公司通知違約起計 15 天（或本公司認為的其他時限）內糾正違約行為。然而，若本公司給予您該糾正的機會但您未有在時限前作出糾正，本公司可即時限制、暫停或終止服務（或其任何部分）及／或終止合約而不再作任何通知。
- 2.13.2 若您違反與本公司或任何電訊盈科集團成員公司的任何其他合約，且未有在該等其他合約所述的時間內糾正，則本公司亦可暫停或限制服務或終止合約。若本公司暫停或限制服務或終止合約，本公司會通知您如何恢復服務。
- 2.13.3 若本公司依第2.13.1或第2.13.2條在服務的任何有關承諾期內終止服務或合約，您須向本公司支付終止服務或合約的提早終止費用及任何其他取消費用。

## 2.14 本公司取消服務的其他權利

若發生下列事項，本公司盡可能向您發出通知後取消、暫停、限制服務或終止服務合約：

- (a) 法律要求本公司取消、暫停、限制服務或終止服務合約；
- (b) 發生會影響本公司能否提供服務的緊急情況；或
- (c) 您破產或可能破產。

## 2.15 您需要知悉的其他事項

- 2.15.1 您同意合約屬您個人所有，並同意未經本公司事先書面同意，不得轉移或轉讓合約（或其任何部分）予任何其他人士或實體，或試圖如此行事。您企圖如此行事的，均屬無效。然而，如本公司有充分理由認為任何人

士（例如您年滿 18 歲的家庭成員）經您許可，就服務或可透過服務取得的任何資料或內容服務發出指示，則本公司可接受有關指示。

2.15.2 本公司可轉讓在合約（或其任何部分）下的權利及責任予任何人士或實體，而毋須經您的同意。本公司亦可委聘本公司的任何聯營公司、代理或次承辦商履行本公司的責任。

2.15.3 除電訊盈科集團的任何其他成員公司，任何人士如非合約一方沒有權利按照《合約（第三者權利）條例》（香港法例第 623 章）強制執行合約的任何條款及條件，及／或條款及條件下的利益。

2.15.4 若本公司需要與您聯絡、向您發出通告、給予同意或通訊，本公司會使用您提供的樓宇、賬單地址、通訊地址、電郵地址、圖文傳真號碼、流動電話號碼、固網電話號碼及／或您提供予本公司的其他聯絡資料聯絡您。本公司亦可使用本公司全權酌情權所指定的其他方法聯絡您（例如：透過書信、賬單附件或留言、電郵、於本公司或其聯營公司網址發出聲明、於本公司或其聯營公司的店鋪、特許經營或代理分銷點派發傳單、刊登廣告於香港報章上）。本公司發出的通知或通訊在以下情況下將視為您已經收妥：

- (a) 若以郵寄方式發出，在寄出後 24 小時收妥（若寄往香港境外地方，或由香港境外的地方寄出，則在寄出後七(7)天）；
- (b) 若由專人送遞，在送達時收妥；
- (c) 若透過圖文傳真發送且傳真發送報告顯示成功傳送，在傳真後即時收妥；
- (d) 若以電子郵件發送，在發出電子郵件後即時收妥；及
- (e) 若以報章廣告或傳單發出，則在報章首版刊出待售或在傳單可於該等店鋪或分銷點內索取時收妥。

2.15.5 若您需要聯絡本公司，請使用您最近期賬單上的地址或本公司為此向您提供的任何其他郵寄地址、電郵地址或電話號碼。

2.15.6 本合約受香港法律管轄。

2.15.7 在現有合約結束時，若：

- (a) 本公司無法與您聯絡；
- (b) 您並未聯絡本公司；或
- (c) 您未決定是否續約

您同意本公司將繼續依現有合約及相同的條款（費用除外）以每月形式為您提供服務，而您同意繼續選購相關服務並就此根據本公司（按本公司全權酌情權決定）不時就該服務不論是在本公司的網站、賬單、通告或以其他方式所發布或指定的當時月費支付月費，而在連續按月續約期間，您會被視為已接受服務，直至您給予本公司最少 30 天（或本公司在申請書上指定的任何其他時間）事先書面通知終止該服務。

## 2.16 網上行寬頻服務（「寬頻服務」）（個人您）特別條款

### 2.16.1 電腦要求及重新裝配

為了閣下能使用寬頻服務：

- (a) 閣下的連接儀器（如閣下的電腦或手機）必須符合某些最低系統要求；
- (b) 閣下同意，授權本公司在閣下的電腦上安裝本公司提供的某些硬件（如數據機）和軟件，並重新裝配閣下的連接電腦上；及
- (c) 如需連接的電腦並非閣下擁有，則閣下同意獲得該擁有人之許可，以令本公司對其電腦進行寬頻安裝和重新裝配。

如有不能滿足以上要求，本公司可能無法向閣下提供寬頻服務。

2.16.2 閣下同意，對於本公司就寬頻服務所提供的每一台數據機，本公司將僅在一台電腦上執行安裝及重新裝配的工作。

2.16.3 在本公司為連接電腦執行安裝及重新裝配工作之前，閣下有責任備份閣下該電腦中的數據，對於閣下儲存在電腦中任何數據的遺失，本公司概不負責或承擔任何責任。

2.16.4 無法保證可接入互聯網電話（「VOIP」）服務

閣下接受，除非本公司准許VOIP 服務供應商使用本公司的寬頻服務以提供其VOIP 服務，否則閣下可能無法接入該等VOIP 服務，或即使能夠接入，其質量可能受到不利影響。

## 2.17 更改條款

2.17.1 本公司偶爾需要單方面更改合約下的服務費用或條款。本公司會在 [www.pccw.com](http://www.pccw.com)、[www.hkt.com](http://www.hkt.com) 或本公司在服務指南內所列明的任何其他網站公佈所有有關詳情。

## **WebOrganic Broadband Service Concession Scheme for Elderly from Low-income Families**

### **Additional Terms**

#### **1. Charge Details**

- 1.1 The user acknowledges that he/she has been informed of the details of the charges before applying for the Services, understands the charging mechanism of the Services and agrees to pay the relevant service fees.
- 1.2 If the user requests to terminate the broadband service with specified reason within the contract period, no refund would be made. And the user is required to give at least 30 days' prior notice to WebOrganic through Hotline 2922 9240 for the broadband termination. WebOrganic will charge HK\$50 administration fee for early termination and used broadband service fee in monthly basis. WebOrganic reserves the right to suspend or terminate any/all of the service if the user does not settle the related payment.
- 1.3 The broadband service is a 3-year contract. Before the end of contract date, user is required to give at least 30 days' prior notice to WebOrganic for the broadband termination. Otherwise, the afterward broadband service fee should be paid by the user.
- 1.4 When terminating the broadband service, the user should return the whole equipment set to the specified location. If the user does not return the equipment set to WebOrganic or need to purchase/change a new one due to equipment lost/damaged on a specified date, WebOrganic will charge the following equipment fee: Modem - HK\$800  
User have to provide the signed "Termination Report" to WebOrganic for record after returning the broadband equipment to network provider.
- 1.5 User can enjoy a free broadband removal service within the contract if moving to a new address. User must provide the new address proof to WebOrganic 30 days before the removal, in order to make the broadband removal appointment. The related removal arrangement will be based on the network provider's network coverage. If the user chooses to wait for the broadband resources for the new address, user still need to pay for the broadband service charge within this waiting period. If there are more than one broadband removal service needed within the contract, WebOrganic will charge \$680 removal fee for each extra removal service.
- 1.6 The speed of home broadband service would be subject to network provider's final decision.  
HKT's bandwidth specification refers to network specifications of the Internet Services for the broadband line connected from the modem at the premises of the Designated User to the first piece of network equipment or central office of HKT's NETVIGATOR network. Bandwidth specifications of 8Mbps / 30Mbps / 100Mbps/ 200Mbps/ 1000Mbps correspond to a maximum dedicated downstream bandwidth of 8Mbps / 30Mbps / 100Mbps/ 200Mbps/ 1000Mbps and maximum dedicated upstream bandwidth of 800Kbps / 10Mbps / 30Mbps / 200Mbps / 1000Mbps respectively. The actual speed the Designated User may experience using the Internet Service shall be less than the network specifications and affected by the device, technology, network and software used, network configuration and coverage, usage levels, international bandwidth and extraneous factors.
- 1.7 WebOrganic Home Broadband service will not include router, home telephone, email, MyTVSuper, television or other additional services. User is entitled to have a 7 days cooling-off period in this contract, and that user can cancel this contract and claim a refund up within 7 business days by visiting the corresponding Concession Centre in person.

Otherwise, user agrees to and undertakes all the terms and conditions of this Contract.

1.8 This WebOrganic's Concession Scheme is provided and operated by "HKCSS Social Enterprise Limited".

1.9 WebOrganic may at any time, and in the sole discretion, amend these Terms and Conditions and post the amended version on the Website without any notification. WebOrganic reserves the right of final decision on the definition on the stated Terms and Conditions.

WebOrganic has appointed HKT Telecommunication Limited (HKT) as the Broadband Network Provider for WebOrganic Home Broadband Service. The network provider may at any time, and in the sole discretion, amend these Terms and Conditions and post the amended version on the Website without any notification. User must comply with the following terms and conditions.

## 2. HKT (NETVIGATOR):

- General Conditions of Telecommunications Service (Consumer Customers)  
[https://www.hkt.com/staticfiles/HKTCorpsite2/Terms%20of%20use/003-6\(20160119\)%20-%20GC%20\(Consumer\)%20\(V7\)%20\(Eng\)%20\(Final\)%20\(Clean\).pdf](https://www.hkt.com/staticfiles/HKTCorpsite2/Terms%20of%20use/003-6(20160119)%20-%20GC%20(Consumer)%20(V7)%20(Eng)%20(Final)%20(Clean).pdf)
- Special Conditions Of NETVIGATOR Broadband Service (Consumer Customers)  
[https://netvigator.com/assets/doc/special\\_conditions\\_netvigator\\_broadband\\_chi.pdf](https://netvigator.com/assets/doc/special_conditions_netvigator_broadband_chi.pdf)
- NETVIGATOR Broadband Terms and Conditions  
[https://netvigator.com/assets/doc/broadband\\_terms\\_conditions\\_netvigator\\_chi.pdf](https://netvigator.com/assets/doc/broadband_terms_conditions_netvigator_chi.pdf)

### 2.1 The Services we provide

2.1.1 We provide you with your chosen Services set out in the Application and our Equipment for use with the Services.

2.1.2 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.

2.1.3 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.

2.1.4 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.

2.1.5 We decide the method, technical means and route that we use to provide the Services.

2.1.6 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; and
- (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.

If we decide not to provide the Service to you for any reason described in this Clause 2.1.6, you agree that we can reject your Application for the Service without liability to you.

## 2.2 Third party information or Content services

2.2.1 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.

2.2.2 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.

## 2.3 Access and special installation work

2.3.1 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.

2.3.2 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.

## 2.4 Equipment and SIM Card

2.4.1 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.

2.4.2 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.

2.4.3 Our Equipment may be shared by any PCCW group companies for providing its services in your Premises.

2.4.4 You must only connect equipment or device to our Network that complies with relevant technical standards

and other relevant requirements.

2.4.5 For certain devices (such as, mobile handsets for mobile Services and USB modems for NETVIGATOR 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.

## 2.5 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.

## 2.6 When we provide the Services

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

2.6.2 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.

## 2.7 Cancellation of Service before Service activation

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

2.7.2 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.

## 2.8 Your use of the Services

2.8.1 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.

2.8.2 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.

2.8.3 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.

2.8.4 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.

2.8.5 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.

2.8.6 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.

## 2.9 Moving your home

2.9.1 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.

2.9.2 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 endeavors to do so, you may choose to continue using the Service at the old residential address. 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.

## 2.10 Our rights when we provide the Service

2.10.1 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).

2.10.2 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.

## 2.11 Our responsibility to you when we provide the Service

2.11.1 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.

2.11.2 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.

2.11.3 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.

2.11.4 Except as described in Clauses 2.11.1 and 2.11.2 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.

## 2.12 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 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.

## 2.13 If you break the Contract

2.13.1 If we determine that you have or you may have committed a breach under the Contract (e.g. a breach of Clauses 2.8.1, 2.8.2, 2.8.3 or 2.8.4), 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.

2.13.2 We may also suspend or restrict the Service or end the Contract if you break any other contract you have with us or any 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.

2.13.3 If we end the Service or the Contract within any relevant Commitment Period for the Service under Clause 2.13.1 or 2.13.2, you will have to pay us the Early Termination Charges and any other Cancellation Charges for the terminated Service or Contract.

#### **2.14 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.

#### **2.15 Other things we need to tell you**

2.15.1 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.

2.15.2 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.

2.15.3 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.

2.15.4 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 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.

2.15.5 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.

2.15.6 The Contract is governed by the laws of Hong Kong.

2.15.7 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 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).

## 2.16 Special Conditions of NETVIGATOR Broadband Service for Consumer Customers

2.16.1 Device requirement and reconfiguration

For your use of the NETVIGATOR Service:

- (a) your connected device (such as, your computer or handset) must meet certain minimum system requirements;
- (b) you agree to authorize us to install certain hardware (such as, modem) and software we provide on your device and to reconfigure your connected device; and
- (c) you agree to obtain the owner's permission for us to carry out the installation and reconfiguration if you do not own the connected device.

We may not be able to provide the NETVIGATOR Service to you if any of the requirements is not met.

2.16.2 You agree that for each modem we provide with the NETVIGATOR Service, we shall only perform the installation and reconfiguration work for one device.

2.16.3 Before we carry out the installation and reconfiguration work for the connected device, it is your responsibility to back up the data on your device and we are not responsible or liable for any loss of data on your device.

#### 2.16.4 No guarantee of access to Voice Over Internet Protocol service

You accept that unless a Voice Over Internal Protocol (“VOIP”) service provider is permitted by us to use our NETVIGATOR Service to deliver its VOIP service, such VOIP service may not be accessible for your use or its quality may be adversely affected even if it is accessible.

### 2.17 Changing the terms

2.17.1 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](http://www.pccw.com), [www.hkt.com](http://www.hkt.com) or any other website as specified by us in the Service Guide.