

Special Conditions of the New Generation Business Fixed Line (“NGBFL”):

Definitions:

Customer Account Number means an identity number provided by Hong Kong Telecommunications (HKT) Limited (“HKT”) to the Customer upon registration for the purpose of billing and identifying the Customer.

Authorised User(s) means users of the Auto Receptionist Service and Personal Assistant Service nominated by the Customer to use the Auto Receptionist Service or the Personal Assistant Service or the Site.

Company Administrator means a person nominated and authorized by the Customer to register on the Site to become a subscriber to the Personal Assist Service and Auto Receptionist Service and manage the required input, information profile and service subscriptions of Authorized User(s) registered by the Customer to use those services.

Corporate Phonebook means a phonebook of the phone details of the Customer’s staff and any nominated business partners which may be utilised on a shared basis by the Customer’s staff.

Designated Receiver means an Authorized User who receives the call that is transferred from the Auto Receptionist upon the caller's speech commands.

Intellectual Property means all rights in relation to patents, copyright, registered designs, registered trademarks, trade secrets, know-how and confidential information and all other intellectual property.

Login User Name means the identity for login to the PA Site through the internet.

Main Line means a telephone number provided by HKT to the Customer to directly connect to the Auto Receptionist Service or at the Customers option, the Customer’s currently registered PCCW fixed line number to be automatically forwarded to the Auto Receptionist Service.

Merchant means a person who sells goods and services (other than HKT or any of its affiliates or related companies) and from whom the Customer may purchase, propose to or does purchase goods and services via the Information Service.

PIN means the same as in the General Conditions except to the extent that for the purpose of these Special Conditions, PIN will also include a reference herein to an IDD PIN, any Login Password, Voice PIN and any other form of customer identification (“Login User Name”) issued by HKT for part of the Services.

Service Access Number means the telephone number which enables the access to the PA service through mobile phone number or remote access.

Short Code means the telephone number which enables the access to the PA Service through HKT registered fixed line telephone numbers.

Site means the website for the Personal Assistant and Auto Receptionist Services at www.pccw-pa.com

1. The basic New Generation Business Fixed Line (“NGBFL”)

NGBFL is a telephone service with enriched applications provided by HKT to the Customer. The NGBFL service consists of five line types:

- New Gen Business DEL
- New Gen Citinet
- New Gen Hunting
- New Gen IDAP
- New Gen DDI

Each NGBFL service consists of:

(a) One of the following telephone lines:

- New Gen Business DEL (“NGBDEL”) * – a Business Direct Exchange Line;
- New Gen Citinet (“NGCITI”)– a Citinet Line;
- New Gen Hunting (“NGHUNT”) – a Hunting Line **;
- New Gen IDAP (“NGIDAP”) – an IDAP Line; and
- New Gen DDI (“NGDDI”) – a DDI line.

* Business DEL that connects to a Customer Premise Equipment system and Business Faxline cannot upgrade to NGBDEL.

** All hunting lines within a hunting group must be upgraded to New Gen Hunting lines in order to enjoy the New Generation Business Fixed Line applications.

(b) One free Personal Assistant*** account, with the following capabilities:

- Personal Phonebook : with 50 text-input and 5 voice-input records
- Voice Reminder : with 5 text-input and 2 voice-input records
- Voicemail Retriever; and
- Capability to retrieve Information Service

***Personal Assistant is not applicable to NGDDI customers because DDI lines can only receive incoming calls.

(c) One free Auto Receptionist account for each Customer Account Number.

Each NGBFL of a Customer must be registered under the same Customer Account Number when subscribing for the Auto Receptionist Service.

1.1 Personal Assistant Service (“PA Service”) includes the following service features:

- (i) Personal Phonebook - to store Customers' telephone numbers and to make calls by voice activation;
- (ii) Voice Reminder - to remind Customers of predefined event details at designated dates and times through system-generated out-dial calls;
- (iii) Voicemail Retriever - to remotely access up to 3 voicemail systems, namely PCCW PhoneMail service, mobile phone voicemail and office voicemail; and
- (iv) Information Service - with Text-to-Speech (“TTS”) capability to provide information services, including news and weather and any other information as deemed appropriate by HKT with voice-activated commands and at prevailing tariffs if applicable.

1.1.1 If Customer prefers to register a fixed line number for their Short Code access to the PA Service via a telephone, a fixed line number registered with HKT should be used for successful registration.

1.1.2 NGBDEL and NGCITI Customers can only subscribe for one Personal Assistant account (‘PA account’) (inclusive of the free PA account) while NGHUNT, NGIDAP may subscribe for an unlimited number of PA accounts. Customer agrees to pay the prevailing tariff for each of the additional PA accounts with a capacity/ memory as stipulated below or upgrade the free PA Account to the following capacity/memory:

- Personal Phonebook : 500 text-input and 50 voice-input records
- Voice Reminder : 100 text-input and 20 voice-input records
- Voicemail Retriever: Access to 3 voicemail systems
- Capability to retrieve Information Service.

1.1.3 Thereafter, the Customer may further increase the memory for each of their PA accounts by paying the

prevailing tariff, entitling the Customer to have additional memory of:

- Personal Phonebook : 500 text-input and 50 voice-input records
- Voice Reminder : 100 text-input and 20 voice-input records

1.1.4 The Customer acknowledges that the maximum capacity / memory for each PA account, with subscribed additional memory, is as follows:

- Personal Phonebook: 1,000 text-input and 100 voice-input records
- Voice Reminder: 200 text-input and 40 voice-input records
- Voicemail Retriever: Access to 3 voicemail systems
- Capability to retrieve Information Service.

1.1.5 Corporate Phonebook

The Customer may subscribe for Corporate Phonebook account which is shared among all staff within the Customer under the same Customer Account Number with the following capabilities:

- Minimum Corporate Phonebook entry : 300 text-input records
- Maximum Corporate Phonebook entry: 800 text-input records

1.2 Auto Receptionist Service (“AR Service”)

The AR Service is designed to transfer incoming calls at the Customer’s Main Line to the Designated Receiver by voice activated media. The AR Service performs the following functions:

- Incoming Call Handling – a function to determine method of handling incoming calls according to different nominated time slots; and
- Greeting Management – a function to automatically play pre-recorded greeting messages according to different nominated time slots; and
- Call Transfer to Designated Receiver - a function to transfer the caller to the appropriate department or staff of the Customer with registered fixed line phone by voice recognition of the Designated Receiver’s name.
- After Office-Hour Handling - a function to determine the method of handling incoming calls during non office hours.

Optional Chargeable features available to the Customer are:

- A. Intelligent Call Forwarding– a feature to enable the incoming calls to be forwarded to either the Authorized User’s office phone or any other pre-defined phone number depending on the Authorized User’s Intelligent Call Forwarding settings as set-up on the Site. Each Authorized User of Intelligent Call Forwarding can define his presence status and forwarding number through the Site or access to the PA service via the registered phones as defined with the PA service.
- B. Business Phonemail – a value added service that enables the callers to leave recorded voice messages to a Designated Receiver. Each Authorized User of Business Phonemail is entitled to 20 voice messages. The voice messages can be retrieved through access to the Phonemail system via a telephone.
- C. Info Announcement – a feature to enable a recorded announcement message to be played to the callers calling into the Main Line. The Info Announcement can allow a maximum duration of 2 minutes or 300 characters for English text-input or 100 characters for Chinese text-input.

- 1.2.1 The Company Administrator is required to register on the Site on behalf of the Customer and must follow all instructions and prompts as indicated on the Site and must follow all instructions as provided in any service manuals or guidelines as may be provided by HKT from time to time.
- 1.2.2 If Customer subscribes to only one New Generation Business Fixed line, the Customer is entitled to a free Auto Receptionist account. With the subscription of additional New Generation Business Fixed lines by the same Customer under the same Customer Account Number, the total number of New Generation Business Fixed lines subscribed must be registered under this same Customer Account Number.

2. Registration and Use of the PA and AR Services

- 2.1 The PA and/or AR Services are for the sole and exclusive use of:
 - (a) the Customer; and
 - (b) any Authorized User(s).
- 2.2 HKT will provide to the Customer and/or Authorized User(s), subject to these terms and conditions:
 - (a) a Login User Name and Login Password to activate or access the PA and/or AR features via the Site; and/or
 - (b) the Customer and /or Authorized User(s) may select to have a Voice PIN for the access authentication from the registered NGBFL and/or two optional Caller Telephone Numbers to access the PA and/or AR features using the Service Access Number or Short Code.
- 2.3 The Customer and/or Authorized User(s) is required to register with HKT in order to use the PA and/or AR Services.
- 2.4 Upon registration, the Customer and or Authorized User(s):
 - (a) must provide us with accurate, complete and updated registration information;
 - (b) will be provided with Login User Name(s) and Login Password(s) by the HKT; and
 - (c) authorizes HKT to assume that any person using the Site/PA and/or AR service with your Login User Name/Login Password/ Voice PIN is either you or is authorized to act for you.
- 2.5 By registering to use the PA and/or AR Services, the Customer warrants and represents and undertakes to HKT that:
 - (a) In the case of an Authorized User(s), the Authorized User(s) has full power and authority to enter into these terms and conditions, on behalf of the Customer;
 - (b) The Authorized User(s) will use its own Login User Name/Login Password/Voice PIN only to use the PA and/or AR Services;
 - (c) Any such use of the PA and/or AR Services by an Authorized User will be treated by HKT as use by the Customer;
 - (d) Each Authorized User(s) will comply with these terms and conditions and any special conditions applicable to the PA and/or AR Services; and
 - (e) The Customer must not, and where applicable, the Authorized User(s) must not use or knowingly allow any other person to use the PA and/or AR Services to breach any law or fraudulently obtain, or

attempt to obtain goods or services from HKT or any other person. The Customer must, and where applicable, ensure that the Authorized User(s) notify HKT as soon as practicable if they become aware of such use.

- 2.6 If a Customer changes the existing NGBFL to another NGBFL of HKT and wishes to maintain this PA and/or AR Service at any time, the Customer must notify HKT of the change and HKT will, from the date of receipt of such notice, effect the change within 7 days.
- 2.7 The Customer and the Authorized User(s) shall ensure that the Customer:
- (a) will not interface with other Customers' use and enjoyment of the PA and/or AR Service;
 - (b) will not use the PA and/or AR Service for any Unauthorized Activities; and
 - (c) agrees to pay the prevailing tariff for the additional Personal Assistant account and/or additional memory upon subscription. The Customer also agrees to pay any applicable surcharges and fees for the PA and/or AR Service.
- 2.8 HKT will provide the Customer and the Authorized User(s) with the Short Code, the Service Access Number for remote access, the Login User Name, the Login Password and the optional Voice PIN.
- 2.9 HKT reserves the right to monitor, or disclose the contents of the PA and/or AR Service where required by law to do so, or where HKT believes that such disclosure is necessary to:
- (i) comply with all laws, rules and regulations;
 - (ii) enforce the General Conditions as well as these Special Conditions; and
 - (iii) respond to claims of infringement of rights of any third party;
- 2.10 HKT is in no way liable to the Customer for any possible losses incurred during the use of the PA and /or AR Services.

3. Call Barring of the PA Service

The PA Service is an optional service that allows the Customer to place calls by using speech recognition technology. Calls made to the following access numbers cannot be placed through the Personal Assistant service.

- (a) Emergency numbers: 999, 992, 112; and
- (b) Levels 002, 003, 004, 005, 0062, 007, 008, 009, 133, 1357, 15XX, 16XX, 900 and any dedicated telephone numbers or ranges prohibited by HKT, the Telecommunications Authority or any other legislative provision from time to time, such as "14X", "4X", "10X" and "12X".

4. Information Service (applicable to PA Service only)

- 4.1 As part of its NGBFL Service, HKT may make an Information Service available to the Customer, provided the Customer:
- (a) satisfies the eligibility requirements for the Information Service (if any) specified by HKT from time to time; and
 - (b) follows the instructions given by HKT when it provides any PIN to the Customer.
- 4.2 It is a condition of access to an Information Service that the Customer acknowledges and agrees that:
- (a) HKT and any information service provider make no warranties of any kind in relation to the Information Service or any third party content or information provided to it;

- (b) HKT and any information service provider is not responsible for the accuracy, completeness, usefulness or timeliness of an Information Service;
- (c) any views expressed are not necessarily those of HKT or any information service provider;
- (d) Information Services are made available for the personal use of the Customer and the Customer must not provide such Information Services or any information derived from such Information Services, to any other person;
- (e) information received from the Information Services is for reference only and is not intended for trading or any other purpose; and
- (f) Customer agrees to pay for the prevailing tariff applicable for particular Information Services retrieved or downloaded via NGBFL.

4.3 The Customer expressly agrees that HKT in providing the Customer with access to an Information Service is not responsible for any acts or omissions of the Merchant or of the credit provider to whom the Customer's payment details will be submitted by the Customer for approval including, refusal by any such credit provider to authorise a transaction or refund and the Customer expressly waives any rights the Customer may have against HKT in this regard.

4.4 HKT is not party to and is not otherwise involved in any manner in:

- (a) any verification or authentication of any payment details provided by the Customer to HKT when the Customer accesses an Information Service;
- (b) the provision of any credit to, or any payment collection function to or from, the Customer or any other person;
- (c) any arrangement for payment of any bill, or the settlement of any account between the Customer and any third party;
- (d) any transaction between the Customer and a Merchant;
- (e) any underlying transaction between a Merchant and that Merchant's preferred credit provider or banker (if any);
- (f) any dispute between the Customer, a Merchant or a Merchant's preferred credit provider or banker (if any); and
- (g) any dispute between a Merchant and any person to or from whom data is transferred pursuant to this Agreement.