

Special Conditions of the New Generation Residential Fixed Line (NGRFL):

Definitions:

Broadcast SMS means a SMS message sent to Customer's NGRFL containing promotional offers or such other similar communications that can contain a maximum of 640 characters in English or 280 Chinese or Chinese and English.

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.

Merchant means a person who sells goods and services (other than the Company 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 SMS Service or SMS 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 the Company for part of the Services.

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

Short Code means the telephone numbers which enable the access to the PA Service through the Company registered direct exchange line or CInet line telephone numbers.

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

1. **The Basic NGRFL Services**
New Generation Residential Fixed Line ("NGRFL") is a telephone service with enriched applications provided by the Company to the Customer. Under normal circumstances, the delivery lead-time of the service is within seven days. The NGRFL service consists of the following services:
 - (a) Residential Direct Exchange Line;
 - (b) One free Personal Assistant account, with the following capacity:
 - Personal Phonebook: with 50 text-input and 5 voice-input records
 - Voice Reminder: with 5 text-input and 2 voice-input records
 - Voicemail Retriever;
 - Capability to retrieve Information Service; and
 - Capability to send and download SMS message
 - (c) Fixed Line SMS with one SMS mailbox ID (being the Customer's RDEL telephone number) and 10 fixed line to the Company's fixed line SMS per month.
- 1.1 **Personal Assistant Service ("PA Service")** means and 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) Information Service - to remotely access up to 3 voicemail systems, namely 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 the Company with voice-activated commands and at prevailing tariffs if applicable.
 - (v) Send and download SMS message - to send SMS and to download ring tones, screen logos, picture messages and canned SMS messages via the web portal of the PA account.
- 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 direct exchange line number or CInet line registered with the Company should be used for successful registration.
- 1.1.2 The Customer may subscribe for a maximum of 4 PA accounts (inclusive of the free PA account) for each NGRFL. 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
 - Capability to send SMS and use download 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
 - Capability to send SMS and use download service
- 1.2 **Fixed Line SMS ("FLSMS")** means and includes the following capabilities:
 - 1.2.1 It allows customers to exchange messages in text format as SMS between:
 - Fixed line and fixed line (within the Company's network) ^{Note 1}; and
 - Fixed line and mobile phone (local); and
 - Fixed line to facsimile machine (local); and
 - To enable customers to retrieve or download SMS Information Service; and
 - To enable customers to send SMS via the web portal of the PA account; and
 - To enable customers to retrieve or download ring tones, screen logos, picture messages and canned messages via the web portal of the PA account
 - 1.2.2 Each SMS can contain a maximum of 160 characters in English or 70 characters in Chinese or Chinese with English (space & punctuation included).
 - 1.2.3 Customers must use a compatible fixed line telephone with fixed line SMS functionality in order to use the FLSMS application.
 - 1.2.4 Customers may retrieve or download information via SMS Information Service, including, but not limited to, news, weather, stock quotes, financial commentary, fortune-telling, Mark 6, and any other information as offered by the Company and/or other information providers from time to time and at prevailing tariffs if applicable.
 - 1.2.5 Customers may send SMS message, retrieve or download ring tones, screen logos, picture messages and canned messages via the web portal of the PA account from time to time and at prevailing tariffs if applicable.
 - 1.2.6 In order to activate and use any FLSMS Service, Customer's NGRFL must be equipped with the Company's IDD service for the Customers IDD PIN to be used to enable (lock) or disable the sending of FLSMS and information retrieval/download via FLSMS.
 - 1.2.7 Customer may opt in and utilize his/her secondary telephone number as the 2nd SMS mailbox ID on the same NGRFL if the Customer has subscribed and their NGRFL is equipped with Duplex Ringing feature.
2. **Use of the Fixed Line SMS Service**
 - 2.1 The Customer must not:
 - (a) Represent (by act or omission) that the Company created, endorses, has reviewed or is in any way involved in the production of the content of an SMS sent by Customer; and
 - (b) Send unsolicited promotional SMS to any other person except as set out in these Special Conditions.
 - 2.2 The Customer agrees that if he intends to send a SMS of a promotional or similar nature to another person then he must obtain the express consent of the recipient to receive the promotional SMS prior to sending the SMS to that recipient. If required by the Company, the Customer must produce the express consent received from the recipient.
 - 2.3 If the Company receives a complaint from a recipient about the Customer sending unsolicited SMS, then the Company may (in any order):
 - (a) Notify the Customer verbally or in writing of the complaint received;
 - (b) Require the Customer to respond to the complaint received and the Customer must respond to the Company within three working days of receiving a notification; and
 - (c) Block the Customer from sending SMS or suspend the Customer's use of the Service until the matter has been resolved.
 - 2.4 An SMS successfully sent from Customer's fixed line account or through the web portal of the PA account regardless of whether the recipient receives or reads the short message will be considered by the Company to be a successfully sent SMS.
 - 2.5 Customers may opt to receive Broadcast SMS, block receiving Broadcast SMS or block receiving any incoming SMS at any moment by informing the Company.
3. **Use of the Information Service**
(Applicable to Fixed Line SMS Service and Personal Assistant Service)
As part of its NGRFL Service, the Company 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 the Company from time to time; and
 - (b) Follows the instructions given by the Company when it provides any PIN to the Customer.
- 3.2 It is a condition of access to an Information Service that the Customer acknowledges and agrees that:
 - (a) The Company and its information providers make no warranty of any kind in relation to the Information Service or any third party content or information provided to it;
 - (b) The Company and its information providers are not responsible for the accuracy, completeness, usefulness or timeliness of an Information Service;
 - (c) Any views expressed are not necessarily those of the Company and its information providers;
 - (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 NGRFL.
- 3.3 The Customer expressly agrees that the Company 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, but not limited to, the Merchant or credit provider to authorize a transaction or refund and the Customer expressly waives any rights the Customer may have against the Company in this regard.
- 3.4 The Company 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 the Company 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.
4. **Use of the Personal Assistant Service**
 - 4.1 The PA Services are for the sole and exclusive use of:
 - (a) The Customer; and
 - (b) In case other users are nominated by the Customer to use the Services and or the Site such other nominated users ("Authorized User(s)").
 - 4.2 The Company will provide to the Customer and/or Authorized User(s), subject to these terms and conditions:
 - (a) A form of customer identification (Login User Name) and Login Password to activate or access the PA features via the Site; and/or
 - (b) The Customer and/or Authorized User(s) may select to have a Voice PIN for authentication to access the PA features using the Service Access Number(s) or Short Code(s).
 - 4.3 The Customer and/or Authorized User(s) is required to register with the Company in order to use the PA Services.
 - 4.4 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 Company; and
 - (c) Authorizes the Company to assume that any person using the Site/PA service with the Customer's Login User Name/Login Password/ Voice PIN is either the Customer or is authorized to act for the Customer.
 - 4.5 By registering to use the PA Services, the Customer warrants and represents and undertakes to the Company 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 Services;
 - (c) Any such use of the PA Services by an Authorized User will be treated by the Company 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 Services; and
 - (e) The Customer must not, and where applicable, the Authorized Users must not use or knowingly allow any other person to use the PA Services to breach any law or fraudulently obtain, or attempt to obtain goods or services from the Company or any other person. The Customer must, and where applicable, ensure that the Authorized User(s) notify the Company as soon as practicable if they become aware of such use.
 - 4.6 If a Customer changes the existing NGRFL to another NGRFL of the Company and wishes to maintain this PA Service at any time, the Customer must notify the Company of the change and the Company will, from the date of receipt of such notice, effect the change within 7 days.
 - 4.7 The Customer and the Authorized User(s) shall ensure that the Customer:
 - (a) Will not interfere with other Customers' use and enjoyment of the PA Service;
 - (b) Will not use the PA 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 Service.
5. **The Company's Obligations**
The Company will provide the Customer and the Authorized Users with the Short Code, the Service Access Number for remote access, the Login User Name, the Login Password and the Voice PIN.
 - (i) The Company reserves the right to monitor or disclose the contents of the PA Service where required by law to do so, or where the Company 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;
6. **Call Barring**
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) Local numbers: 004, 005, 0052, 007, 008, 009, 133, 1357, 15XX, 16XX, 900 and any dedicated telephone numbers or ranges prohibited by the Company, the Telecommunications Authority or any other legislative provision from time to time, such as "14X", "4X", "10X" and "12X".

Note 1

Customer may send & receive compatible fixed line telephones with fixed line SMS functionality connected the Company's New Generation Residential Fixed Line.