

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY APPLY TO THE USE OF THIS SITE.

Please take some time to read PCCW's legal statements for the Personal Assistant service. Click on the links to view our company's General Conditions of Service, Privacy Policy Statement and Terms of Use.

TERMS OF USE OF THE PCCW PERSONAL ASSISTANT WEBSITE

Terms and Conditions

1. The Terms and Conditions

- a. By registering to use this Site the Customer agrees to be bound by these terms and conditions.
- b. PCCW technically operates this Site. However, PCCW exercises no editorial control over some of the Content on the Site and in some cases other persons provide the Content on the Site or operate parts of the Site or other Internet sites you may view or access through the Site (Third Party Providers).
- c. PCCW may revise these terms and conditions from time to time by updating this posting. The revised terms will take effect when they are posted.

2. Registration

- a. The Customer is required to register with PCCW in order to use the Site and other parts of the Site (Sub-Portal). Upon registration, the Customer:
 - i. must provide us with accurate, complete and updated registration information;
 - ii. must safeguard any User Name and Password which either PCCW provides to the Customer or which is chosen by the Customer; and
 - iii. authorizes PCCW to assume that any person using the Site with your User Name and Password is either you or is authorized to act for you.
- b. You acknowledge that your use the Site and/or Sub Portals may be governed by additional terms and conditions. Where this is the case, you will be notified accordingly, and those additional terms and conditions:
 - i. will apply to the Customer's use of such Sub-portal in addition to these terms and conditions; and
 - ii. will prevail over these terms and conditions to the extent of any inconsistency.

3. Registration on this Site for the use of the Service

- a. PCCW will provide to the Customer, subject to these terms and conditions, a form of identification, such as a user name, password or some other form of electronic verification ("Customer ID") to activate or access the Services through the website, <http://www.pccw-pa.com>.
- b. The Customer acknowledges that PCCW may at any time, in our sole discretion and with or without notice:
 - i. vary the Site or any part of the Site (including any Sub Portal for which the Customer is required to register); and
 - ii. modify or discontinue or suspend or limit the Customers' access to, the Site or any part of the Site;.
 - iii. Suspend access to this Site or any part of this Site;

- iv. Cancel the Customer ID; or
- v. Shut down the Site or any part of the Site at any time to carry out system maintenance, upgrading, testing and/or repairs.
- c. The Site is for the sole and exclusive use of :
 - i. the Customer; and
 - ii. in case other users who are nominated by the Customer to use the Site, such other nominated users (“Authorized User/s”).
- d. By registering to use the Site, the Customer warrants and represents and undertakes to PCCW that:
 - i. 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;
 - ii. The Authorized User/s will use its own Customer ID only to use the Site;
 - iii. Any such use of the Site by an Authorized User/s will be treated by PCCW as use by the Customer;
 - iv. Each of the Authorized User/s will comply with these terms and conditions and any special conditions applicable to the Site;
 - iii. The Customer must not, and where applicable, the Authorized User/s does not use or knowingly allow any other person to use the Site to breach any law or fraudulently obtain, or attempt to obtain goods or services from PCCW or any other person. The Customer must, and where applicable must ensure that the Authorized User/s notify PCCW as soon as practicable if they become aware of such use.

4. Fees and Payment

- a. PCCW reserves the right at any time to:
 - i. charge fees; and
 - ii. to vary or amend the terms and conditions which cover such fees, for access to or use of all or some parts of the Site.
- b. The introduction of charges or amendments to terms and conditions referred to in paragraph (a) will be treated as (at PCCW’s sole discretion):
 - i. amendments to these terms and conditions; or
 - ii. the introduction of, or amendments to, terms and conditions which govern a Sub-portal, and you will be notified and bound by those new or amended terms and conditions accordingly.

5. Site Content

- a. The Customer acknowledges that Content on the Site is subject to copyright and possibly other intellectual property rights (Intellectual Property Rights). Unless the Customer or the Authorized User/s are expressly authorized by law, the Customer or the Authorized User/s must not by themselves participate in or permit any other person, to:
 - 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; or
 - ii. use any Content on any other Website or in a networked computer environment for any purpose; or
 - iii. reverse engineer any Content consisting of downloadable software; or

- iv. otherwise infringe the Intellectual Property Rights of any person in using the Site or any Content.
- b. Nothing you do on or in relation to the Site will transfer any Intellectual Property Rights to you or licence you to exercise any Intellectual Property Rights unless this is expressly stated.

6. Your Use of the Site

- a. The Customer and the Authorised User/s must not:
 - i. disrupt or interfere with the Site or servers or other software, hardware or equipment connected to or via the Site;
 - ii. violate any Applicable Law relating to your use of the Site; or
 - iii. collect or store personal data about other users of the Site.

7. Third Party Providers

- a. Where applicable, the Customer and the Authorised User/s acknowledge that:
 - i. parts of the Site; and
 - ii. parts of the Content, are provided or maintained by Third Party Providers and not by PCCW.
- b. Any of the Customer's or Authorised User/s correspondence or dealings with any Third Party Provider are solely between the Customer, the Authorised User/s and that Third Party Provider, and the Customer and Authorised User/s agree that PCCW will not be liable or responsible for any loss or damage of any sort incurred as the result of such dealings.

8. Links and Advertisements

- a. PCCW, where applicable, have not reviewed all of the sites linked to this Site and are not responsible for the content or accuracy of any off-site pages or any other sites linked to this Site (including without limitation sites linked through advertisements or through any search engines).
- b. Some links which appear in the Site are automatically generated, and may be offensive or inappropriate to some people. The inclusion of any link does not imply that PCCW endorse the linked site, and you use the links at your own risk.
- c. Any of the Customer's or Authorised User/s correspondence or dealings with, or participation in promotions of, advertisers on the Site are solely between the Customer and the Authorised User/s and such advertisers.
- d. PCCW will not be liable or responsible for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of advertisements on the Site.

9. Personal Data and Cookies

- a. In using the Site the Customer and the Authorised User/s may give us "personal data" as defined in the Personal Data Privacy Ordinance (Personal Data (Privacy) Ordinance). The Customer and the Authorised User/s have certain rights in this personal data. By using this Site, the Customer and the Authorised User/s grant PCCW the consent to use such personal data in accordance with PCCW's Privacy Policy Statement.

Please click on the relevant link to view PCCW's Privacy Policy Statement.

- b. During your use of the Site, we may issue to and request from your computer blocks of data known as "cookies". The Customer and/or Authorised User/s must not alter any cookies sent to your computer from the Site and the Customer and /or Authorised User/s must ensure that your computer sends correct and accurate cookies in response to any relevant request from the

Site.

10. The Use of the Site Is At Your Risk

- a. The Customer and the Authorised User/s use the Site at their risk. You must evaluate, and bear all risks associated with, the use of any Content, including reliance on the accuracy, completeness or usefulness of any Content. All information provided on or via the Site is for information purposes only. You should seek your own independent advice with respect to any Content.
- b. PCCW endeavors to provide a convenient and functional Site, but PCCW does not guarantee that the Site and the Content will be error free or that the Site or the server that operates it are free of viruses or other harmful components.
- c. Although PCCW will use reasonable endeavors to maintain the Site and its Content, PCCW does not undertake to provide support or maintenance services for the Site or its Content.
- d. If your use of the Site results in the need for servicing or replacing property, material, equipment or data, PCCW will not be responsible for such costs.
- e. Without limiting the above provisions, everything on the Site is provided to the Customer and/or the Authorised User "as is" and "as available" 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. PCCW excludes all representations and warranties to the fullest extent permissible under any Applicable Law.
- f. If a jurisdiction does not allow the exclusion of implied warranties in accordance with paragraph (e) but allows limitations of a certain maximum extent then PCCW limits its warranties to that extent.

11. Customers Indemnity and Limitation of Liability

- a. PCCW will accept no liability whatsoever for any direct, incidental, consequential or indirect damages, loss or corruption of data, loss of profits, goodwill, bargain or opportunity or loss of anticipated savings or any other loss resulting from the Customer's or Authorised User/s access to, reliance on, or use of, or inability to use the Site and the Content, whether based on warranty, contract, tort, negligence or any other legal theory, and whether or not PCCW knows of the possibility of such damage or loss.
- b. If a jurisdiction does not allow the exclusion or limitation of liability in accordance with paragraph (a) but allows a limitation of a certain maximum extent then our liability is limited to that extent.
- c. The Customer agrees to indemnify PCCW against any action, liability, cost, claim, loss, damage, proceeding and/or expense suffered or incurred by PCCW from or which arises as a result of:
 - i. a breach of the Customer's or Authorised User/s obligations under these terms and conditions or any special conditions;
 - ii. the Customer's use, Authorised User/s use and/or any other person's use of the this Site where such person was able to access the Services by using the Customers ID or the Authorised User/s ID;
 - iii. any willful, unlawful or negligent act or omission of the Customer or Authorised Users;and

- iv. the issuing of Customer ID on the basis of a misrepresentation or any misinformation by the Customer an/or the Authorised User/s.

12. Cancellation

- a. As the Customer or Authorised User/s is required to register with PCCW, the Customer or Authorised User/s may cancel such registration at any time by notifying PCCW.
- b. PCCW may, in its absolute discretion, cancel the Customer's or Authorised User/s r registration without prior notice.
- c. The provisions of these terms and conditions entitled "Use of the Site is at Your Risk", "Limitation of Liability," and "General Provisions" will survive cancellation of your registration or termination of this agreement.

13. Notices

- a. PCCW will give the Customer or Authorised User/s any necessary notices by posting them on the Site. The Customer and Authorized User/s agree:
 - i. to check the Site for notices; and
 - ii. that the Customer and Authorised User/s will be considered to have received a notice when it is made available to them by posting on the Site.

14. Disclaimer

PCCW expressly disclaims any responsibility and liability for:

- a. Any damage to or loss of data suffered by the Customer and Authorised User/s arising from the use of this Site or Content;
- b. Any claim based in contract, tort or otherwise for any loss of revenue (whether direct or indirect), loss of profits or any consequential loss whether of an economic nature or not;
- c. Any claim relating to this Site; and
- d. Any disruption or suspension of this Site or any part thereof which is attributable to an event or circumstances beyond PCCW's reasonable control.

15. General Provisions

- a. If any part of this agreement 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.
- b. This agreement will be governed by the laws of Hong Kong. The Customer and Authorised User/s irrevocably submit to the exclusive jurisdiction of the courts of Hong Kong.
- c. The English version of these terms and conditions shall prevail over any Chinese version (if any) which is provided for information purposes only.

16. Definitions

Applicable Law in relation to any person, action or thing means the following in relation to that person, action or thing:

- a. any law, rule or regulation of any country (or political sub-division of a country);
- b. any obligation under any licence in any country (or political sub-division of a country); and
- c. any lawful and binding determination, decision or direction of a regulator in any country (or political sub-division of a country).

“Authorised User” means a user of the Services who has been nominated and authorized by the Customer to register and use the Services.

“Content” includes things that you may see, read, hear, download or access on or via the Site (including but not limited to messages, files, data, software, images, photographs, illustrations, text and other materials).

“Customer” means a private individual in his or her personal capacity who maintains an account with Hong Kong Telecommunications (HKT) Limited for New Generation Residential Fixed Line service.

“Hong Kong” means the Hong Kong Special Administrative Region of the People's Republic of China.

“PCCW” means Hong Kong Telecommunications (HKT) Limited.