

NETVIGATOR Broadband Service Guide

About this Service Guide

This NETVIGATOR Broadband Service Guide provides further information relating to NETVIGATOR Service (which includes NETVIGATOR Broadband and Fiber-To-The-Home Broadband Services), the Service Plans and options in your NETVIGATOR Application. Please read this Service Guide carefully as the Service entitlements, eligibility criteria and other important information applies to the Services, NOW TV services and the optional services you may additionally subscribe under your NETVIGATOR Application. All capitalized terms used in this Service Guide shall have the same meanings ascribed to them in the General Conditions and the applicable Special Conditions, unless the context may otherwise require or unless specified otherwise in this Service Guide

PART I Important Information

Service Providers – As applicable for the service(s) subscribed to as set out your NETVIGATOR Application

- ervice Providers As applicable for the service(s) subscribed to as set out your NETVIGATOR Application Hong Kong Telecommunications (HKT) Limited ("HKT") provides all telecommunications Services (other than PCCW mobile Service) upon the terms of your Application, this Service Guide, and the General Conditions of Telecommunications Service (Consumer Customers) (available at www.pccw.com/Terms+of+Use) (the "General Conditions") and the applicable special conditions (if any). The Special Conditions of Netvigator Broadband Service for Consumer Customer are available at <u>http://cs.netvigator.com/tnc e.html</u>. HKT provides certain non-telecommunication Services (including *snaap!* and F-Secure Safe Anywhere services) upon the terms of your Application, this Service Guide, and HKT General Conditions of Service (available at <u>http://cs.netvigator.com/tnc e.html</u>) and the applicable special conditions (if any). The Special Conditions of *snaap!* and F-Secure Safe Anywhere services are available at <u>http://cs.netvigator.com/tnc e.html</u>. HKT also provides uHub Service (a non-telecommunication service) upon the terms of your Application, this Service Guide, the General Conditions of uHub and the Special Conditions of Use, available at <u>www.uhub.com</u>). HKT also provides PCCW eBill Service upon the PCCW Mobile HK Limited provides PCCW mobile Service upon the terms of your Application, this Service Guide, and the
- PCCW Mobile HK Limited provides PCCW mobile Service upon the terms of your Application, this Service Guide, and the General Conditions and the Special Conditions of PCCW mobile Service for Consumer Customers, available at cwmobile.com/specialconditions e
- PCCW Media Limited provides NOW TV services under your NETVIGATOR Application, upon the terms of such Application, this Service Guide, and the NOW TV Terms and Conditions (which you may download at http:// www.now-tv.com).

Things You Need to Know

- **NETVIGATOR APPLICATION:** When processing your NETVIGATOR Application and your Application contains any missing or incorrectly entered Charges that are payable by you, your selected options in a Service Plan in your NETVIGATOR Application is not offered by us as specified in this Service Guide or there are any other discrepancies, then our customer service will contact you as soon as practicable to rectify such discrepancies and we will resume processing your Application when all discrepancies have been rectified.
- NETVIGATOR SERVICE INSTALLATION (if applicable): You must allow installation of NETVIGATOR Service to be carried out and completed at your current Service Installation Address within 21 days of the date of your Application. Otherwise, we reserve the right to cancel your NETVIGATOR Application and to charge you an order administration fee of HK\$100
- CAN I TERMINATE A SERVICE ?: You can terminate a Service or NOW TV service by giving us not less than 30 days' prior notice by submitting a completed termination request form at our shops. However, if you terminate your NETVIGATOR Service, all other nOW TV services, optional services and optional premiums (as the case may be) under your NETVIGATOR, Application are non-severable services and will also be terminated at the same time. You will need to make a separate arrangement with the relevant Service Provider(s) if the provision of the relevant service(s) is/are required. You are required to pay us the Early Termination Charge if you terminate a service during a Fixed Term and other Cancellation Charges (if any) specified for all such Services, nOW TV services, optional services and optional premiums (as applicable). You may contact our customer service hotline to obtain the termination request form for the Services, NOW TV services, optional services and optional premiums you wish to terminate. Please refer to Clause 13.3 of the General Conditions for details and Clause 12 of the NOW TV Terms and Conditions.
- WHAT HAPPENS WHEN THE FIXED TERM OF A SERVICE ENDS?: At the end of the Fixed Term of a Service, or NOW TV service, if (a) we are unable to contact you or you; (b) you do not contact us; or (c) you are undecided as to whether to renew your existing Contract, we will continue to provide the Service, or NOW TV service or any optional services to you under the existing Contract on a month to month basis subject to payment of the Charges after the Fixed Term specified for the Service or NOW TV service in the existing Contract until you cancel the Service, or NOW TV service by giving us at least 30 days' advance written notice. You may refer to Clauses 23.6 and 23.7 of the General Conditions for details and Clause 22.6 and 22.7 of the **NOW TV Terms and Conditions.**
- **CAN I EXTEND THE FIXED TERM?:** You can extend the Fixed Term of a Service, or **now** TV service by agreeing to an additional Fixed Term. You can also agree to replace the Contract with another new Contract upon expiry of the Fixed Term of the Service, or NOW TV service
- WHICH CONTRACT TERMS OF A SERVICE CAN BE CHANGED?: We can change all terms and conditions of a Service, NOW TV service or optional service by publishing the changes online at the websites listed in Part III of this Service Guide. If we believe that the change causes you material disadvantage or will result in an increase in your Charges for the Services (other than IDD or roaming services), we shall give you at least 30 days' prior notice. You have the right to terminate your contract in certain circumstances without incurring any charges in respect of that termination (other than incidental costs) when we increase Charges and change terms and conditions of a Service by us giving not less than 15 days notice prior to the change coming into effect. Please refer Clause 22.4 of the General Terms for details.
- **<u>RETURNING EQUIPMENT TO US WHEN A SERVICE TERMINATES?</u>: Unless we tell you otherwise, you are required to return our equipment to the address that we inform you at the time you terminate a Service. Please refer to details as contained** in the termination request form completed upon your termination request.
- **MOVING HOME?**: If you move your home and our Service is already available at your new residential address or we can provide the Service at that address using our reasonable endeavours to do so, we will continue to provide you those Services if you wish us to do so and you pay all applicable charges. You will need to call us to determine the Installation Service Fee or Activation Service Fee payable when you move (the amount payable will depend on your new address). If you move our Service out of Public Housing / Home Ownership Scheme / Sandwich Class Scheme estate ("Public Housing") within the Fixed Term, the Charge will be changed to the current Charge for the same Service at private housing from your Service relocation effective date. If our Service or **now** TV service is unavailable at your new address or it is not possible for us to provide the Service using or reasonable endeavours to do so, we may not charge you the Early Termination Charge for the Service and/or NOW TV service (as the case maybe) if you choose to end the Service and/or NOW TV service. However, we may charge you other Cancellation Charges (if any). If the Service is terminated, your NOW TV service may also be terminated at the same time.
- MODEM SHARING WITH OTHER PCCW TELECOMMUNICATIONS SERVICES: If the same Modem is shared between your NETVIGATOR Broadband Service/PCCW Fiber Direct/ NOW TV service/eye Multimedia Service/PCCW Home EasyWatch Service, and if your NOW TV service/eye Multimedia Service/PCCW Home EasyWatch Service is terminated or suspended for whatever reasons, you shall contact our customer service hotline to continue using your NETVIGATOR Broadband or PCCW Fiber Direct Service. If you do not do so, your NETVIGATOR Broadband or PCCW Fiber Direct Service will be suspended simultaneously on the effective date of termination of your NOW TV service/eye Multimedia Service/PCCW Home EasyWatch

Service without prior notice while you remain responsible for the relevant Charges. When you are using a NETVIGATOR modem for more than one service using the same transmission bandwidth or path and the combined bandwidth requirements of the services are higher than the transmission bandwidth you have subscribed to, the bandwidth available when using the NETVIGATOR Broadband Services will be reduced.

- WHAT IS BANDWIDTH SPECIFICATIONS?: Bandwidth Specification refers to network specifications of the subscribed Services for the broadband line connected from the modem at your Premises to the first piece of network equipment or central office of the NETVIGATOR network. For Basic Plan, bandwidth specifications of 6M, 8M, 18M and 30M listed on the Application correspond to a maximum dedicated downstream bandwidth of 6Mbps / 8Mbps / 18Mbps / 30Mbps and maximum dedicated upstream bandwidth of 640Kbps / 800Kbps/ 1Mbps / 10Mbps respectively. For Fiber-to-the-home Plans, bandwidth specifications of 300M, 500M and 1000M correspond to a maximum upstream and downstream bandwidth of 300Mbps / 500Mbps / 1000Mbps respectively. The actual speed you experience using the Service will be less than the network specifications and affected by your device, technology, network and software used, network configuration and coverage, usage levels and extraneous factors.
- CHARGES: If you have committed to a Fixed Term, in addition to any usage based charge (if applicable), you will be charged the Monthly Fixed Term Rate for the service(s) during the Fixed Term. If you have not committed to a Fixed Term or if your Fixed Term has expired and not been extended or renewed, you will be charged the Month-to-Month Rate. We will also charge you other charges listed in the Application Form and/or the Service Guide when applicable.
- BILLING: You may receive separate bills for the bundled services at different dates.
- PREPAYMENT: In some cases, we may require you to make a prepayment. If you are required to make a prepayment, we will specify the same in your Application and Service Guide. Prepayment will be refunded to you as specified in the Service Guide, if no refund is specified, it will be offset against your Charges during the Fixed Term. Prepayment will not be refunded to you if you terminate the NETVIGATOR Service, optional services or optional premiums before the Fixed Term ends.

PART II NETVIGATOR Application

SECTION A CUSTOMER DETAILS

Eligibility: Customer applying for the services under this Application must be an existing NETVIGATOR Broadband Service Customer.

SECTION B CONTRACT TERM

- Fixed Term: This is the Fixed Term period which you agree to subscribe to NETVIGATOR Service, and this automatically applies to the optional services and/or NOW TV services selected under your NETVIGATOR Application unless otherwise specific. The Fixed Term commences on the Commencement Date.
- Target Installation Date (if applicable): This is the target date which we will conduct installation of the NETVIGATOR Service or NOW TV service at your current Service installation address and may be subject to change.
- Target Commencement Date: This is the target date on which NETVIGATOR Service or NOW TV service will commence at your current Service installation address and may be subject to change.

SECTION C SERVICE PLAN

NETVIGATOR SERVICE

> Special Terms and Condition : Special Conditions of NETVIGATOR Broadband Service for Consumer Customers, available at <u>cs.netvigator.com/tnc_e.html</u>.

F-SECURE SAFE ANYWHERE SERVICE (if applicable)

> Special Terms and Condition: Special Conditions of F-Secure Safe Anywhere Service, available at

cs.netvigator.com/tnc_e.html.

All Service Plans allow for unlimited data use each month and include the provision of the Equipment including the modem, cables and associated equipment.

Basic Plan:

Service Description / Entitlements:	
NETVIGATOR Broadband Service.	Eligibility:
 uHub Service – Customer is required to register for the service via <u>http://www.uhub.com</u> within 3 months after service effective date is entitled to 10GB storage. Free optional service(s) as specified in the plan details (if any) 	 Customer must subscribe for <u>at least 18-month Fixed Term</u>.
	Special Offer:
	 You will be entitled to the monthly fee waiver listed in the plan details

Fiber-To-The-Home Plan:

Service Description / Entitlements:	Eligibility:
 NETVIGATOR Fiber-To-The-Home Broadband Service. Customer may apply for a dedicated bandwidth of 1000M, 	 Customer must subscribe for <u>at least 18-month Fixed Term.</u> 200M bandwidth selections are available to Public Housing
500M, 300M, 200M, 100M or 30M.	only.
 uHub Service – Customer is required to register for the service via <u>http://www.uhub.com</u> within 3 months after service 	 300M bandwidth selection is available to private housing only
offective data is entitled to 1000 storage	Special Offer:
	 You will be entitled to the monthly fee waiver listed in the plan
	details.

Upgrade Pack:

opgrade Fack.		
Service Description / Entitlements: Bandwidth upgrade only.	your core NETVIGATOR Service (which will be under the terms of this Contract and the Monthly Charge for the NETVIGATOR Service shall be increased by the amount as	
 Once the Application is accepted by us, your existing contract will be terminated in respect of our obligation to provide 	set out in Section C of the Application over the amount paid	
NETVIGATOR Broadband Retention Application Call Center 01122012E 2	© 2012 Hong Kong Telecommunications (HKT) Limited.	

The Fixed Term (if any) under your existing contract will remain in place, and you will also be subject to the Fixed Term for the Upgrade Plan in relation to the upgrade increment described in Section C of your Application. This means if you terminate before the expiry of your Fixed Term for your Upgrade Plan you will be charged the early termination charges for the Upgrade Plan and any early termination charges applicable to your existing contract if the Fixed Term for that contract has not expired
Special Offer: to Public Housing when Fiber-to-Home-Plan becomes available. 300M Fiber-To-Home bandwidth upgrade is only available to when Fiber-to-Home-Plan becomes private housing available. the Fixed Term for that contract has not expired. You will be entitled to the monthly fee waiver listed in the plan uHub Service – Customer is required to register for the details service via <u>http://www.uhub.com</u> within 3 months after service effective date is entitled to 10GB storage. Free optional service as specified in the plan details (if any) **Multi-user Plan: Service Description / Entitlements:** • Each additional user can enjoy a free email and login. **Eligibility:** Customer may apply for a dedicated bandwidth of 8M, 6M Customer must subscribe for at least 15-month Fixed Term. or 3M. NETVIGATOR broadband service, up to 2 or 4 users within the same Installation address. Premium: Free optional service as specified in the plan details (if any) You will be entitled to the Premium listed in the plan details (if any) SECTION D OPTIONAL SERVICES Home Wireless Service (Basic Plan) : user's device; service subscribed to, technology, network Service Description / Entitlements: and software used; network configuration and coverage, and Home Wireless Service extraneous factors. Provision of the Equipment during the contract term: 1. (a) One FE router with 802.11n WiFi (Wired Network 2. Cables and associated equipment. Specification: 90Mbps / Wireless network specification: First time installation and equipment delivery fee 30Mbps) (applicable to 30M or above users); or waived within Fixed Term. (b) One FE router with 802.11g WiFi (Wired Network Specification: 16Mbps / Wireless network specification: **Eligibility:** 12Mbps) (applicable to 3M/6M/8M/18M users). Basic Plan customer with bandwidth specification The network specification applies to the router supplied. The 3M/6M/8M/18M/30M or above. actual speed enjoyed by a customer will be significantly less Not available for Pre-installation option. than the network specifications and will be affected by the Home Wireless Service (Fiber-To-The-Home Plan) : technology, network and software used; network con-Service Description / Entitlements: figuration and coverage, and extraneous factors. Home Wireless Service Provision of the Equipment during the contract term: 2. Cables and associated equipment. 1. One router with 802.11n WiFi (Wired Network First time installation and equipment delivery fee Specification: 800Mbps / Wireless network specification: waived within Fixed Term. 80Mbps). The network specification applies to the router supplied. **Eligibility:** The actual speed enjoyed by a customer will be Dedicated to Fiber-To-The-Home customer. significantly less than the network specifications and will Not available for Pre-installation option. be affected by the user's device; service subscribed to, PCCW Wi-Fi SERVICE Single Device Plan: **Eligibility: Service Description / Entitlements:** Both NETVIGATOR and non-NETVIGATOR Customer can Unlimited usage of Wi-Fi Service per device each month. apply for Single Device Plan. Each Customer can apply for a maximum of five (5) Single Device Plans including already registered ones. **Unlimited Usage Plan (NETVIGATOR):** Eligibility: Service Description / Entitlements: Only existing NETVIGATOR Customer can apply for Unlimited usage of Wi-Fi Service each month. Unlímited Ušage Plan (NETVIGATOR). Each Unlimited Usage Plan includes one (1) web login account and three (3) Single Device activation quotas. Unlimited Usage Plan (Skywalker): Each Unlimited Usage Plan includes one (1) web login account and three (3) Single Device activation quotas. Service Description / Entitlements: Unlimited usage of Wi-Fi Service each month.

under your current contract after any rebate/premium **Eligibility:** payment). However, the existing contract will continue in respect of any rebates, offers, premium payment

outstanding.

The Upgrade Pack is only available to customer who has subscribed to the existing Basic Plan for more than 3

200M Fiber-To-Home bandwidth upgrade are only available

months.

Eligibility:

uHub Service:

- Only Non-NETVIGATOR Customer can apply for Unlimited Usage Plan (Skywalker).
- Each Customer can only apply for one Unlimited Usage Plan.
- Only applicable for Wi-Fi enabled devices which fulfill designated system requirement.

uHub 25GB upgrade Service Description / Entitlements: Upgraded uHub storage to 25GB uHub SuperPack uHub SuperPack includes the following: Specification: 800Mbps / Wireless network specification: Upgraded uHub storage to 25GB 80Mbps) (applicable to Fiber-To-The-Home users). The network specification applies to the router supplied. The Unlimited usage of PCCW Wi-Fi service per device . actual speed enjoyed by a customer will be significantly less Home Wireless Service . than the network specifications and will be affected by the Provision of the Equipment during the contract term: user's device; service subscribed to, technology, network 1. (a) One FE router with 802.11n WiFi (Wired Network and software used; network configuration and coverage, and Specification: 90Mbps / Wireless network specification: extraneous factors. 30Mbps) (applicable to 30M or above users); or (b) One FE router with 802.11g WiFi (Wired Network 2. Cables and associated equipment. Specification: 16Mbps / Wireless network specification: First time installation and equipment delivery fee 12Mbps) (applicable to 3M/6M/8M/18M users); or waived within Fixed Term. (c) One router with 802.11n WiFi (Wired Network Anti-Virus: F-Secure Safe Anywhere Service Plan: Special Terms and Conditions: Special Conditions of PC Guard Special Conditions, available at http://cs.netvigator.com/tnc_e.html . Maximum 4 license keys allowed for each Service Description / Entitlements: NETVIGATOR Service account. License key for F-Secure Safe Anywhere software When customer subscribes new or change F-Secure (features include (1) Computer security such as anti-Safe Anywhere service plan, a new 24 months contract spam, browsing protection and anti virus, (2) Parental for all license key(s) subscribed will be applied. Control). Not available for Pre-installation option. Eligibility: snaap!: Special Terms and Conditions: Special Conditions of snaap! Service, available for download at http://cs.netvigator.com/tnc_e.html Service Description / Entitlements Basic Plan - Photo and Video storage Up to 6GB. SECTION E **NOW TV BUNDLE Starter Pack and Entertainment Pack:** Starter Pack and Selected Entertainment Pack shall Service Description / Entitlements: have the same Fixed Term and commence on the Customer may enjoy a Starter Pack and Selected same Commencement Date. Entertainment of **NOW** TV Channels (For details please Monthly rental fee waiver for HD Set top box (for HD call 1833 833) Channel Bundle customers) and SD set top box (for Eligibility: SD Channel Bundle customers subscribing to SD Customer must subscribe to NETVIGATOR Service with channels) dedicated bandwidth of at least 3M. SD Channel Bundle: This SD Channel Bundle shall have the same Fixed Service Description / Entitlements: Term and commence on the same Commencement Customer may select either 1 SD channel at \$18/month, Date. 2 SD channels at \$38/month or 3 SD channels at \$63/month (For details please call 1833 833) Customer must subscribe to NETVIGATOR Service with Eligibility: dedicated bandwidth of at least 3M.

SECTION F ADDITIONAL CHARGES FOR NETVIGATOR SERVICES

1) Installation Service Fee:

This charge will be imposed when the infrastructure of the Service has not been installed at your address for our immediate provision of the Service (even though it may be available in the building) or when there has not been a subscriber to the NETVIGATOR Broadband Service at your address. Any third party contractor fees required in order to install the Service will be payable by you and are not included in this charge.

2) Activation Service Fee:

This charge will be imposed when the infrastructure of the Service has already been installed at your address for our immediate provision of the Service and there has been a previous subscriber to the NETVIGATOR Broadband Service. This charge will be billed in the first bill upon completion of the Service activation. Any third party contractor fees required in order to activate the Service will be payable by you and are not included in this charge.

Our Services are dependent on the internal infrastructure at your address being installed and ready for our immediate provision of service. If additional work is required within your premises in order to be ready for our immediate provision of the Service, your Installation Service Fee or Activation Service Fee (as the case may be) will be increased by a further amount which will be quoted to you before any necessary works begin.

For details of the Installation Service Fee or Activation Service Fee payable at your address or your new address if you are moving, please call our Customer Service Hotline at 1000.

3) Early Termination Charge:

- Monthly Fixed Term Rate x remaining months of the Fixed Term
- Additional Cancellation Charge for Upgrade Pack:
 - For Paid Upgrade Pack: Monthly Fixed Term

Rate under existing contract x remaining months of Fixed Term Rate under existing contract

- For 30M Free Upgrade Pack: Monthly Fixed Term Rate under existing contract x remaining months of Fixed Term Rate under existing Fixed Term contract (if any) plus \$300
- For 100M or above Free Upgrade Pack: Monthly Fixed Term Rate under existing contract x remaining months of Fixed Term Rate under existing Fixed Term contract (if any) plus \$680.

4) Reconnection Charge:

 \$200 Reconnect Charge (applicable only if service has been suspended).

5) Administrative Charge:

- Charges for loss or replacement of Equipment can be viewed at
- http://www.netvigator.com/general_charges/eng.
- Other Charges are listed in the Application.

PART III: OTHER INFORMATION

- PREMIUM PACKAGES: All third party products in premium packages are only available while supplies last and are non-redeemable for cash or other benefits. Please refer to the manufacturer's warranty statement included with the product for a detailed explanation of the product warranty terms applicable to a particular product.
- REDEMPTION PROCEDURE IN PREMIUM PACKAGES: We will send a redemption letter by mail to your installation address approximately 2-6weeks after the completion of the NETVIGATOR Service installation. You are required to redeem the product at a designated address during the redemption period in accordance with the redemption letter.
- 2nd PREMIUM PREPAYMENTS IN PREMIUM PACKAGES AND OPTIONAL PREMIUMS: If: (i) you subscribe to more than one of the same premium package or optional premium; (ii) more than one of the same premium package or optional premium; (iii) the same credit card is used to settle the payment for more than one of the same premium package or optional premium, we shall collect a prepayment equivalent to the listed price of the product in the premium package or optional premium, before delivery or upon your redemption of the premium. Prepayment shall be offset against your Charges.
- <u>NETVIGATOR CUSTOMER SERVICE</u>: You may call our customer service hotline at 1000 or send your email to custserv@netvigator.com.
- OUR SERVICE WEBSITES: The following are websites of Services and NOW TV services referred to in this Service Guide: NETVIGATOR Service: www.netvigator.com NOW TV services: www.now-tv.com

F-Secure Safe Anywhere Service:	fsecure.netvigator.com	uHub Service:	www.uhub.com
NETVIGATOR Everywhere Service:	www.netvigatoreverywhere.com	Home Wireless Service:	<u>homewireless.netviga</u> tor.com
PCCW Wi-Fi Service:	www.pccwwifi.com	snaap!:	www.snaap.com