

Home Broadband Network Consultancy Service Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY APPLY TO YOUR PURCHASE OF THE SERVICE

The Home Broadband Network Consultancy Service (“**Service**”) purchased by you (“**Customer**”) is provided by Hong Kong Telecommunications (HKT) Limited (“**HKT**”). Your purchase of the Service shall constitute your agreement to be bound by all terms and conditions of the Sales Agreement and these Terms and Conditions. These Terms and Conditions shall form part of the Sales Agreement (collectively, “**this Agreement**”).

1 Payment

- 1.1 All payment made are not refundable after settlement by Customer.
- 1.2 If any payment due by Customer to HKT under this Agreement is not received by the due date, Customer shall pay interest in respect of any overdue amount calculated daily from the due date until the date of payment at an interest rate equal to 2% above the Hong Kong Dollar best lending rate of The Hong Kong and Shanghai Banking Corporation Limited as quoted from time to time. HKT reserves the right to appoint any debt-collection agencies to collect the payment on its behalf.
- 1.3 In the event that any of the balance of the amount payable as specified overleaf (“**Purchase Price**”) or any other charges under this Agreement are not paid in accordance with the payment term specified overleaf, HKT shall (without prejudice to any other rights) have the right to enter Customer’s premises where the Equipment (as defined below) is stored or installed at any time to recover the Equipment, and the whole amount of any deposit paid by Customer shall be forfeited to HKT.
- 1.4 Customer shall not be entitled to make any claim for any loss or damages suffered or incurred by it/him/her by reason of HKT exercising its rights under Clauses 1.1, 1.2 and/or 1.3, and HKT shall not be responsible for any claim, loss or damages which may be suffered or incurred by Customer or any users or in connection therewith.
- 1.5 If Customer chooses to terminate the Service, this Agreement or the Netvigator broadband service at the Premises before completion of the Service under this Agreement, HKT shall no longer be responsible to carry out any further Work (as defined below) or Service (including but not limited to any after care services which are part of the Service) pursuant to this Agreement and Customer shall be responsible to pay all of the remaining balance of the Purchase Price and any other charges payable under this Agreement in full on or before the due date specified in the invoice to be issued by HKT.

2 Title

- 2.1 Customer expressly agrees that the title to any equipment so provided by HKT as part of the Services (“**Equipment**”) shall remain vested in HKT until HKT has received full payment of the Purchase Price and other charges under this Agreement.
- 2.2 As long as the title of the Equipment remains with HKT, Customer shall take all appropriate steps to notify third parties of HKT’s title to the Equipment.

3 Validity

- 3.1 All the prices, terms and conditions will remain valid for a period of 14 days from the date of the quotation or sales agreement or offer as specified overleaf.
- 3.2 HKT reserves the right to revise the quoted selling price for the Equipment or to substitute another model in place of the model ordered if Customer fails to confirm an installation date within 2 months of acceptance of the quotation or sales agreement or offer.

4 Delivery and Installation

- 4.1 The Purchase Price includes the delivery or (where appropriate) the installation of the Equipment by HKT during its agreed time at the place designated by Customer. The Equipment does not include the provision of software and consumables unless otherwise specified.
- 4.2 Should Customer request the installation of the Equipment to be carried out outside the agreed time, HKT shall be entitled to charge Customer overtime charges.
- 4.3 Installation of the Equipment does not include the provision of trunking, conduits, underground cables and electrical work external to the Equipment.
- 4.4 Any time or date of delivery named by HKT is an estimate only, and HKT shall not be liable for any consequences of any delay or change of time or date whatsoever.
- 4.5 Customer shall be responsible for the risk of any loss or damage to the Equipment from the moment the Equipment is delivered to the designated place of delivery, whether or not the Purchase Price or any other charges payable have been paid in full by Customer.
- 4.6 Customer shall inspect the Equipment immediately on the arrival thereof at the place of delivery and shall within 7 days from date of delivery give notice in writing to HKT of any matter or thing by reason whereof it/he/she alleges that the equipment is not in accordance with this Agreement. If Customer shall fail to give such notice, the Equipment shall be deemed to be in all respects in accordance with this Agreement and Customer shall be bound to accept and pay for the same accordingly.
- 4.7 Customer confirms and warrants that he/she has already obtained all the necessary consents and permits for the installation work (“**Work**”) to be carried out at the Premises. Customer agrees to fully indemnify and hold HKT and/or its representative(s) harmless from and against any and all claims, suits, actions, proceedings, demands, liability, losses, damages, costs, expenses and charges suffered or incurred by HKT and/or its representative(s) arising out of, relating to or in connection with the Work.
- 4.8 Customer has to ensure that the Premises are clean, safe and fit for conducting the Work throughout the installation period for the Work.
- 4.9 HKT and its representative(s) reserve the right to immediately discontinue the Work without prior notice and without liability if HKT and/or its representative(s) are of the opinion that:
 - (a) The Work cannot or should not (at the sole discretion of HKT and/or its representative(s)) be implemented for any technical, safety, legal, environmental and/or hygiene reasons; or
 - (b) Customer refuses to bear any extra cost and/or charge.
- 4.10 To the extent permitted by law, HKT and its representative(s) make no warranty whatsoever regarding the quality and outcome of the Work and expressly disclaim all responsibilities and liabilities for any damage or loss suffered by any persons in connection with or arising from the Work (whether directly or indirectly).
- 4.11 To the extent permitted by law, HKT and its representatives expressly disclaim any and all liability for any damage or loss (including loss of data) suffered by Customer, any owners or users of any digital product or home router or any other persons arising directly or indirectly from the installation of the related hardware or software items or from the reconfiguration of the digital product or home router or from installation of the Work.
- 4.12 Customer confirms and warrants that he/she owns the digital product, home router and other equipment on which HKT or its representative(s) conduct(s) the configuration or hardware and software installation mentioned above. If Customer does not own any of the digital product, home router and such equipment, then Customer confirms and warrants that he/she has obtained the consent of the owner of the relevant digital product, home router and/or equipment for such configuration and hardware and software installation and that Customer has authority from the owner of the digital product or home router to accept all the terms of this Work and to sign this document on behalf of the owner of the digital product or home router.
- 4.13 Any indoor Wi-Fi coverage to be installed as part of the Service shall be made in accordance with the measurements taken during the site visit at Customer’s premises, which is generally conducted before renovation of the premises. The results of the measurement will be recorded in the site visit report. Any renovation made at the premises after the measurements are taken may affect the Wi-Fi signal strength, which may deviate from the site visit report.

5 Warranty

- 5.1 HKT shall at its own cost repair or replace any parts of the Equipment which are or become faulty within the Warranty Period (if any) specified overleaf. Thereafter, Customer shall at its/his/her own cost repair and/or replace any parts of the Equipment which are or become faulty beyond the Warranty Period, and Customers are asked to contact the manufacturer of such Equipment for such repair and/or replacement directly.
- 5.2 Any replacement of parts of the Equipment by HKT does not include batteries since their condition and performance is dependent upon frequency and degree of usage.
- 5.3 In the event of any of the Equipment being covered by third party company warranty, it is the responsibility of Customer to send any faulty Equipment

to the related third party company for repair. HKT shall not be responsible or liable in any way for any delay or loss or otherwise in connection with any repairs by the Equipment manufacturer. HKT shall not provide on-loan unit to Customer during repair period.

6 Maintenance

- 6.1 HKT reserves the right to replace any faulty parts of the Equipment during the Warranty Period being provided by HKT, provided that such parts have not been subject to any misuse or unauthorised alteration or modification by Customer.
- 6.2 The maintenance of the Equipment during the Warranty Period does not include any electrical work external to the Equipment, nor the provision of consumables and software programmes.
- 6.3 During the Warranty Period, HKT shall provide maintenance service for the Equipment in response to requests for such service made by Customer during normal working hours: office hour (Monday to Saturday): 0900 – 1900 and (Sunday and Public Holiday): 1200 – 1900.
- 6.4 HKT reserves the right to withhold any maintenance services for the Equipment until full payment of the maintenance charges is received.

7 Invalidation of Warranty and Post Warranty Maintenance

- 7.1 The warranty and post warranty maintenance service will automatically be rendered invalid if any unauthorised alteration, modification, change, interference or removal is made to the Equipment, its wiring or attachment. It should be noted that for communication systems products, any of these acts might cause interference with the public switched telephone network and might result in disconnection therefrom by HKT.

8 Limitation of Liability

- 8.1 HKT shall not be subject to any liability or responsibility whatsoever and HKT will not accept any liability whatsoever for any delay in effecting any repairs or by any failure of the Equipment, whether such failure or delay shall arise from accident, defect in the Equipment, omission, default, negligence or other act of any officers, employees, agents, contractors or representatives of HKT or from any other cause.
- 8.2 HKT shall not be subject to any liability or responsibility whatsoever and HKT will not accept any liability whatsoever for any direct, indirect, incidental or consequential cost, claim, damage, corruption of data, loss (including but not limited to loss of profits, revenue, goodwill, bargain, opportunity, or anticipated savings or earnings or any other loss) in connection with the Customer's, its/his/her users' or any other persons' access to, reliance on, or use of, or inability to use the Services or the Equipment, whether based on warranty, contract, tort, negligence, breach of statutory duty or any other legal theory, and whether or not HKT is aware of the possibility of such damage or loss.
- 8.3 If the Customer's use of the Service (including but not limited to the Equipment) results in the need for servicing or replacing property, material, equipment, data or otherwise, HKT shall not be responsible for any such costs or expenses.

9 Broadband Network Service

- 9.1 The broadband service lines connected to the Equipment will be charged by the relevant Broadband Network Service provider at its prevailing rates and HKT shall not be responsible or liable to the functionality and maintenance of the Broadband Network Service.
- 9.2 If Customer changes the broadband service lines from one Broadband Network Service provider to another, HKT shall not be responsible or liable to the functionality and maintenance of any of the Equipment due to the change of Broadband Network Service provider.

10 Customer's Indemnity

- 10.1 Customer shall indemnify and hold HKT, its officers, employees, agents contractors and representatives harmless from and against any loss, costs, expenses, claims and liabilities of HKT, including without limitation legal and accounting fees, that HKT, its officers, employees, agents contractors and/or representatives may suffer or incur as a result of, or relating to:
 - (a) a breach by Customer of any of its obligations under this Agreement; or
 - (b) Customer's use of the Service or the Equipment; or
 - (c) any willful, unlawful or negligent act or omission of Customer.

11 Assignment

- 11.1 Customer may not assign any of its/his/her rights, interests, benefits, obligations or liabilities under this Agreement to any person or entity without the prior written consent of HKT.

12 Force Majeure

- 12.1 HKT shall not be under liability for any loss or damage resulting from delay or failure to perform this Agreement either in whole or in part where such delay or failure shall be due to causes beyond its reasonable control, or which is not occasioned by its fault or negligence, including, but not limited to, war, the threat of imminent war, riots, acts of terrorism or other acts of civil disobedience, insurrection, acts of God, restraints imposed by governments or any other supranational legal authority or any other industrial or trade disputes, fires, explosions, storms, floods, lightning, earthquakes and other natural calamities.

13 Notices

- 13.1 Any notice to be given by HKT to Customer may be given by HKT either personally to Customer or by post, facsimile, email, or telegram to the address specified overleaf or any address, facsimile number and/or email address as notified by Customer. Any such notice shall be deemed to have been received and given at the time when in the ordinary course of transmission it should have been delivered at the address, facsimile number or email address (as the case may be) to which it was sent.

14 Entire Understanding

- 14.1 This Agreement embodies the entire agreement and understanding between the parties relating to the Service and there are no promises, terms, conditions or obligation, oral or written expressed or implied other than those contained herein.
- 14.2 No amendment or variation of any provision herein or overleaf shall be effective unless it is in writing and signed by a duly authorised representative of HKT.

15 Non-Waiver

- 15.1 No failure or delay on the part of the parties to exercise any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise by either of the party of any right, power or remedy. The rights, powers and remedies provided herein are cumulative and are not exclusive of any rights, powers or remedies by law.

16 Severability

- 16.1 If any provisions of this Agreement shall be held to be unenforceable, illegal or invalid, such provisions shall be given effect to the greatest extent possible and shall not affect the enforceability, legality and validity of the other provisions of this Agreement.

17 Applicable Law

- 17.1 This Agreement shall be construed in accordance with and governed by the laws of the Hong Kong Special Administrative Region of the Republic of China ("**Hong Kong**") and the parties shall submit to the exclusive jurisdiction of the courts of Hong Kong in the event of dispute.

18 English and Chinese Versions

- 18.1 In case of inconsistency, the English version of this Agreement (including these Terms and Conditions) shall prevail over any Chinese version (if any) which is provided for information purposes only.