

UNIFIED CARRIER LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)

New World Telecommunications Limited (NWT) hereby publishes the following tariff pursuant to its Unified Carrier Licence with immediate effect.

Name of Tariff

NetTalk Home Broadband Phone Service

Description of Tariff

Update of Terms and Conditions:

- A. All services referred to above are subject to NWT's General Terms and Conditions of Service (Consumer) and their applicable special terms and conditions as may be amended from time to time.
- B. The Terms and Conditions of the Service are revised to read as follows:
 - 1. If Customer cancels NetTalk Home Broadband Phone Service before installation, Customer is required to pay NWT an administration fee of HK\$650 per telephone line and any losses and damages as may be suffered by NWT.
 - 2. If for reasons attributable to the Customer (which include, without limitation, failure to provide the last 3 months telephone bills or has provided incorrect or incomplete information) or for reasons beyond the control of NWT, the applying Customer fails to have his phone number port-in to NWT within 60 days after signing the contract for NetTalk Broadband Phone Service ("the Service"), NWT reserves the right to consider the Customer as having cancelled the NetTalk Home Broadband Phone Service and then charge the Customer an administration fee HK\$650 per telephone line.
 - 3. For Customer who applies for number porting, his information will have to be sent to the donor operator upon acceptance of application in order to retain his existing telephone number.
 - 4. Customer must provide accurate personal information (including registered customer name, phone number and HKID card number) when they apply for porting of their number to NWT; otherwise the application will fail or be rejected by the donor operator. NWT does not guarantee that such porting services will be successful.
 - 5. To avoid affecting Customer's telephony service, Customer has to pay the telephone bill of the donor operator until the formal notice of termination is received.
 - 6. For number porting to NWT, Customer may need to register IDD services of other operators again.
 - 7. NWT shall be entitled to charge an administration fee of HK\$475 to re-activate the Customer's account with NWT if the Customer's account is terminated (whether on his own accord or terminated for overdue payment).
 - 8. If NetTalk Home Broadband Phone Service needs to be re-configured due to change of Customer's address, Customer is required to pay NWT a relocation fee of HK\$475 per telephone line.
 - 9. Unless the error or problem was caused by the system or equipment/accessories of NWT, an administration fee of HK\$150 (or such other inspection and maintenance charges as may be specified by NWT from time to time) will be levied by NWT if Customer requests NWT to provide on-site inspection/repair and maintenance service or installation of NetTalk phone adapter.

10. Customer is not allowed to change any service plans during the fixed term contract period. If Customer requests for any such change, all special offers will be cancelled and any prepaid amount will not be refunded or applicable to settlement of other service charges. The amended service will be charged according to the then prevailing monthly standard tariff.
11. If Customer terminates the Service or ports the telephone number to other network providers before the expiry of fixed term contract period, Customer shall pay NWT a cancellation charge which is equivalent to the aggregate monthly service charges for the remaining fixed term contract period, HK\$400 for the welcome gift (if applicable) and other related charges including but not limited to the waived charges. Any prepayment made will not be refunded.
12. Unless the Customer gives NWT not less than 1 month's notice of termination before the expiry of fixed term contract period, the Service will be automatically renewed on a monthly basis on the same terms and conditions (save and except that service fee will be charged according to the then prevailing monthly standard tariff) and shall continue thereafter until terminated in accordance with clause 14 below or other clauses hereof.
13. After the expiry of fixed term contract period, Customer may terminate or port out the telephone number by giving NWT not less than 1 month's prior notice and must pay the monthly service fee up to the date of service termination. (a) For termination of service, Customer is required to fill in the service amendment / termination form provided by NWT. (b) For porting out the telephone number, Customer is only required to fill in the form of the newly subscribed network provider.
14. Upon termination of NWT's telephone services, all other services registered under that telephone number including IDD 009 services will be terminated. Unless otherwise instructed by Customer, the above arrangement is not applicable to porting out telephone number to other network operators.
15. NWT will grant to Customer a right to use the NetTalk phone adaptor at no charges during the service subscription period. NWT retains the ownership of the NetTalk phone adaptor. Upon termination of the Service, such NetTalk phone adaptor must, within 30 days from the date of termination, be returned to NWT at the address specified in the Service Termination Notice, failing which NWT shall, upon expiry of 30 days after service termination, be entitled to charge the Customer HK\$1,800 as compensation.
16. NWT reserves the rights at any time by giving not less than 30 days' prior notice to the Customer: (a) to change the tariff for monthly fee or cancel any special offer; and/or (b) to transfer the Customer to more suitable alternative service. Such amendments shall be binding on the Customer if the Customer continues to use the service after the notice. If the variation of terms would cause an increase in service fee and/or other relevant charges; or Customer can demonstrate that the change will result in a substantial and adverse impact to the Service that he / she has acquired, Customer can terminate the contract by giving written notice to NWT not less than 15 days prior to the effective date of such change, without incurring any charges in respect of that termination (other than any outstanding payments of Customer and incidental costs regarding the termination of contract).
17. Customer is not allowed to resell or transfer the Service or any part thereof in whatever form to any person for whatever purposes.
18. Customer must install broadband service and agrees that NWT shall make use of Customer's data unlimited broadband service in Hong Kong to provide the NetTalk Home Broadband Phone Service. NetTalk Home Broadband Phone Service cannot be provided over those broadband lines requiring web login access or over those mobile broadband lines without RJ45 Ethernet interface. Customer understands and accepts that the speed

- of Customer's broadband may be affected by NetTalk phone adaptor or other factors, NWT shall not be liable to Customer for any direct or indirect loss that may be caused.
19. Customer understands and agrees that the provision of Service may be affected by factors including but not limited to failure, interruption or delay in power supply or internet connectivity, PC configuration or configuration of network firewall. NWT shall not be liable to Customer for any direct or indirect loss or damages arising out of the aforesaid factors.
 20. Customer understands and accepts that the Service shall be affected by the reliability, security or other factors of the underlying broadband or internet service. NWT does not warrant that the Service can suitably be used for devices including but not limited to dial-up modems, fax machines, credit card terminals, HKJC's betting terminals, lifeline devices or emergency bells, etc. NWT shall not be liable for any loss due to failure to use these devices under any circumstances. Customer confirms that the Service will not be used by lifeline user or connected with lifeline devices.
 21. Customer must provide correct correspondence address for service registration. If Customer changes the correspondence address, he must inform NWT in advance to update the customer record. This will be used by government organizations to identify Customer's correct location in case of emergency.
 22. Service provision is subject to availability, geographical location and other relevant circumstances. NWT does not guarantee the provision of any service.
 23. In case of power failure, the Service may be temporarily suspended. NWT shall resume service provision as soon as possible.
 24. Customer shall not use the Service or allow the Service to be used by others for sending unsolicited promotional call or fax, spam, other unsolicited advertising material or bulk messages of whatever kind.
 25. If NWT terminates any service due to breach of contract by the Customer (which includes, without limitation, sending unsolicited promotional call or fax, spam, other unsolicited advertising material or bulk messages of whatever kind), the Customer will continue to be liable for all service charges during the period of suspension; or any previously waived charges and any early termination charges if termination occurs before the expiry of the fixed term contract period. All prepaid and unused amounts are non-refundable and non-transferable.
 26. NWT may contact Customer to provide their products and services information. If Customer does not wish to receive such information, please write to NWT who will then cease to use Customer's personal data for such purposes without any charge.
 27. Provision of the relevant services is subject to NWT's General Terms and Conditions of Service (Consumer) and NWT's Privacy Policy which have been published on <http://www.newworldtel.com> and can be sent to Customer upon request. NWT reserves the rights at any time by giving not less than 30 days' prior notice to the Customer to amend all of the above terms and conditions. Such amendments shall be binding on the Customer if the Customer continues to use the service after the notice. If the variation of terms would cause an increase in service fee and/or other relevant charges; or Customer can demonstrate that the change will result in a substantial and adverse impact to the Service that he has acquired, Customer can terminate the contract by giving written notice to NWT not less than 15 days prior to the effective date of such change, without incurring any charges in respect of such termination (other than any outstanding payments of Customer and incidental costs regarding the termination of contract). If there is any inconsistency between the terms and conditions herein and the General Terms and Conditions of Service (Consumer), the terms and conditions herein shall prevail.
 28. This agreement is subject to Code of Practice for Telecommunications Service Contracts.

29. The above special offer cannot be used in conjunction with other promotional offers. All matters related to the above special offer shall be subject to the final decision of New World Telecommunications Limited.

Effective Date of Tariff

15 October 2013

Revision History

Last revision: U022-034