

PCCW Fair Use Policy

**Only applicable to Agreements/Contracts for the provision of PCCW's
telecommunications services to consumer customers concluded before 13 February 2012**

1. Purpose

While PCCW is devoted to providing a wide spectrum of consumer telecommunications services on a fixed fee charging mechanism or 'pay-as-you-go' basis in the consumer market, it is PCCW's reasonable expectation that our customers and users (collectively referred to as "users") will not abuse, misuse, exhaust, waste or otherwise take unfair advantage of our consumer telecommunications services to the detriment of other users or PCCW. This Fair Use Policy is intended to ensure that all users will be given a fair opportunity to access our consumer telecommunications services without abusing PCCW's network resources or interfering other users' enjoyment.

2. Restrictions

- 2.1 Any right to use PCCW consumer telecommunications services under the corresponding service plan or service contract shall be personal to that user. Such right shall be non-transferable and non-sharing.
- 2.2 Except with PCCW's prior written consent, all PCCW consumer telecommunications services shall not be used for commercial, business and/or revenue generating purposes, whether or not bundled with any products or services not supplied by PCCW. Under no circumstances shall PCCW consumer telecommunications services be used to act as a host, hub, link, server or gateway; or otherwise be used on a "sharing basis", through whatever equipment, platforms, channels or means whether or not for monetary reward. The preceding sentence shall not apply to NETVIGATOR Broadband Services.
- 2.3 Aggregation, consolidation, refiling and broadcasting of any traffic, data and contents of any kind are strictly prohibited.
- 2.4 All PCCW telecommunications services shall not be used for illegal, immoral or tortious (including infringement of intellectual property rights) conduct.
- 2.5 All PCCW equipment or apparatus provided or lent to our users including but not limited to modems, wires, circuits, plugs and wall sockets etc for use in conjunction with PCCW consumer telecommunications services shall not be used in contravention of the above restrictions.

3. Remedies

If any user has breached any of the above restrictions, or PCCW is of the opinion that the manner which an user uses such services will unfairly deprive other users' opportunities of enjoyment or otherwise adversely affect PCCW's interests, PCCW may, with or without notice to such users, take any or all of the following remedial actions:

- a. suspend or disconnect a particular service to the breaching user;
- b. restrict the use of a particular service by the breaching user to a reasonable limit (to be specified at PCCW's discretion);
- c. charge the breaching user for the abused services and/or any services consumed beyond any specified limit at PCCW's prevailing rates; or
- d. terminate the service contract without liability to PCCW;

provided always that if PCCW exercises any of the above rights, the breaching user shall have no recourse against PCCW.

4. General

- a. This Fair Use Policy is applicable to all consumer telecommunications service provided by PCCW where it is stated to apply in the applicable service plans or service contracts. The terms of the applicable service plan or service contract shall prevail over the terms of this Fair Use Policy solely to the extent of any inconsistency.
- b. In case of dispute relating to this Fair Use Policy, right of interpretation vests in PCCW absolutely whose decision shall be final and binding.
- c. The restrictions under this Fair Use Policy, if applicable, are in addition to the users' obligations and without prejudice to the existing service contracts.
- d. PCCW reserves the right to amend this Fair Use Policy by posting the amendments on www.pccw.com, such amendments to take immediate effect upon posting.
- e. PCCW means any PCCW entity in the PCCW group (as mentioned in the Application or the Contract/Agreement) which provides telecommunications

services to the consumer customer.

- f. In case of any conflict between the English and Chinese versions of this Fair Use Policy, the English version shall prevail.

13 February 2012

