

SPECIAL CONDITIONS OF **eye** SERVICE FOR CONSUMER CUSTOMERS

eye 服務 (個人客戶) 特別條款

1. **Service availability** 服務的可供使用性

You agree that:

您同意:

- a. the Service is provided through the relevant **eye** Device;
服務是透過相關的 **eye** 主機提供;
- b. the Service is only available to certain locations in Hong Kong as determined by us, depending on our network coverage, the infrastructure of and the capability of use within the building where your Installation Address is situated and the technology you are using etc.;
服務只提供予由本公司決定的香港若干地區，並取決於本公司的網絡覆蓋範圍、基礎設施及性能是否適合位於您的安裝地址的大廈及您所使用的技術等;
- c. the installation of the Service may not be possible due to technical reasons;
服務可能因技術原因而無法安裝;
- d. the quality and provisioning of the Service depends on the reliability and stability of the electricity power supply and Internet and/or Wi-Fi which may be out of our control;
服務的質素和提供取決於電力供應、互聯網及/或 Wi-Fi 的可靠性和穩定性，而該可靠性和穩定性可不在本公司控制範圍內;
- e. the quality of other services using the same broadband line as the Service may be affected if you use the Service and such other services at the same time;
假如您同時使用服務及其他服務，而該等其他服務與服務共用同一條寬頻線，則該等其他服務的質素可能受到影響;
- f. the legal title of the Modem and certain **eye** Device (such as the **eye** Multimedia Device, the **eye** Home Smartphone and the **eye** Home Tablet) belongs to us and you are required to return the Modem and such **eye** Device to us promptly upon termination of the Service for whatever reason. If you do not return the Modem and/or the relevant **eye** Device in good working condition (except for fair wear and tear) or if such equipment is lost or damaged (that is, when the equipment is not in good working condition) other than through fair wear and tear, you will have to pay for the associated charges, costs and expenses;

數據機及若干**eye**主機 (例如**eye**多媒睇主機、**eye**家居智能電話及**eye**家居平板電腦) 的法定所有權屬於本公司。您須於服務終止時 (不論任何原因) 立即歸還數據機及該等**eye**主機予本公司。倘若您未能歸還良好運作狀態之數據機及/或**eye**主機 (除合理損耗外)，或如果該等服務供應器材有所遺失或出現除合理損耗外之損壞 (即該等設備並不處於良好的運作狀態)，則您需按當時釐定之收費向本公司繳付有關費用。

- g. the legal title of certain **eye** Device (such as the **eye2** Device and the **eye3** Device) belongs to you upon your subscription of the Service, and if your **eye2** Communication Package or **eye3** Smart Communications Service (as the case may be) is terminated for whatever reason before the expiry of any Commitment Period, you are required to pay us Cancellation Charge for the relevant **eye** Device and any other charges as specified in your relevant Service Guide for the Service; and
- 若干 **eye** 主機 (例如 **eye2** 主機或 **eye3** 主機) 的法定所有權於您申請服務後屬於您所有，假如您的 **eye2** 通訊組合或 **eye3** 智能生活通訊服務 (視乎情況而定) 於任何承諾期完結前被終止 (不論任何原因)，您須繳付給我們有關 **eye** 主機的取消費以及任何其他於服務的有關服務指引註明的收費；及
- h. we reserve the right to terminate or not to provide the Service or any other services to those customers who have previously found our service to be unacceptable despite it being provided in accordance with the terms and conditions of the relevant Licence and at our normal service levels.
- 我們保留權利終止或不提供服務或任何其他服務予某些客戶，如該等客戶曾認為我們的服務是不可接受的，儘管我們已按照相關牌照的條款及條件以及我們的正常服務水平而提供該等服務。

2. Porting failure 轉攜失敗

For certain Service plan, we will provide you with a new phone number for your use with the Service, pending the Porting of your existing phone number for local fixed line service provided by another telecommunications operator. If you cancel the Service as a result of Porting failure not caused by our fault, all the pre-payments made by you for the Service shall not be refunded by us or be transferred to you.

在若干服務計劃下，本公司將向您提供一個新電話號碼，以供您使用服務，直到您由另一電訊營運商轉攜本地固網服務的原電話號碼至本公司為止。如您非因本公司過失導致轉攜失敗而取消服務，則本公司概不退還或轉賬給您為服務所支付的所有預繳費用。

3. Installation address 安裝地址

The Service and the relevant information or Content services may be used at the Installation Address for personal use and must not be used for commercial or business purposes. Certain Content on the **eye3** Device may be accessible outside the Installation Address. You agree that we can provide your Installation Address and/or your Personal Data to the Government Agency (such as the Hong Kong emergency services) in handling an emergency incident when required to do so by such Government Agency.

服務及相關資訊或內容服務於安裝地址內只供個人使用，不得用作商業或營業用途。**eye3** 主機的若干內容可於安裝地址外接入。您同意，在處理緊急事件時，本公司可按有關政府機構要求，向該政府機構（如香港緊急服務）提供您的安裝地址及／或個人資料。

4. Information or Content services 資訊或內容服務

For the use of the Content services through the Service, you agree that:

就透過服務使用的內容服務，您同意：

- a. certain Third Party Providers may authorise us to collect the charges for their services and your payment to us shall be used for the payment of the Service first;

雖然若干第三方供應商可授權本公司代收他們的服務費，但您所支付本公司的款項將先用作繳付本公司的服務費用；

- b. any Content provided by us or the Third Party Providers is for reference only and is not intended for commercial or business purposes, and we or any Third Party Providers are not responsible for the accuracy, completeness or timeliness of such information or Content services;
本公司或第三方供應商提供的任何內容僅供參考，並非用作商業或營業用途，本公司或任何第三方供應商對該等資訊或內容服務的準確性、完整性或及時性概不負責；
- c. you are responsible for ensuring that minors do not have access to Content that is unsuitable for viewing by minors through the Service;
您須負責確保未成年人士無法透過服務接入不適合未成年人士觀看的內容；
- d. we or the Third Party Providers may terminate, suspend, withdraw or restrict access to all or any of the Content services with or without notice to you;
在有或沒有向您發出通知的情況下，本公司或第三方供應商可終止、暫停、撤銷或限制接入所有或任何內容服務；
- e. you shall comply with, and shall procure that all users of the Content services shall comply with, all the applicable law and regulatory requirements; and
您及您授權使用內容服務的所有人士須遵守所有適用的法律及法規；及
- f. if we are the Content service provider, we may change the terms and conditions for such Content service we provide at any time with or without notice to you.
如本公司乃內容服務之供應商，本公司可在有或沒有向您發出通告的情況下，更改該內容服務的條款及條件。

5. SMS 短訊服務

- 5.1 You shall give us at least three (3) days' advance written notice if you choose not to receive any Broadcast Messages and/or any incoming SMS sent through the Service.

如果您選擇不透過服務接收任何廣播訊息及/或任何短訊服務，您須預先三（3）天前給予我們書面通知。

- 5.2 For SMS exchanged by you through the Service, such SMS shall only be in text format. The SMS can be sent to or received from:

透過服務收發的短訊僅可為文字格式。短訊可發往或發自：

- a. another customer of our local fixed line service using a compatible device with fixed line SMS functions;
本公司本地固網服務的另一名客戶，但此客戶須要使用兼容的儀器並具有固網短訊服務功能；
- b. any other person using local mobile phone services; and
使用本地流動電話服務的任何其他人士；及
- c. any persons using fixed line or mobile phone services in certain overseas countries specified by us.
在本公司指定的若干海外國家使用固網或流動電話服務的任何人士。

Unless the Service you choose allows you to do so, each SMS shall only contain a maximum of (i) 160 characters in English; or (ii) 70 characters in Chinese alone or in both Chinese and English. Any space, symbol and punctuation mark used in the SMS shall be treated as a character.

除您選擇的服務允許外，每個短訊最多僅可包含 (i) 160 個英文字母；或 (ii) 70 個中文字或 70 個中文字及英文字母總計。短訊中使用的任何空格、符號及標點被視為一個字或字母。

- 5.3 The voice call and SMS functions on the **eye** Device are only available at the Installation Address.

eye 主機的話音及短訊服務功能只能在安裝地址內使用。

6. **Links and related advertisement 連結及相關廣告**

You may, as the result of responding to certain links or advertisements accessed via the Service, receive correspondence from or engage in correspondence with Third Party Providers regarding the promotion and/or the sale or purchase of Third Party Providers' products or services. You acknowledge and agree that we have not reviewed any off-site pages which are provided by Third Party Providers, any websites provided by Third Party Providers which are linked to the Service, or any Content which are provided by Third Party Providers. Any dealings you may have with any Third Party Providers are at your sole discretion and risk. We shall not be, in any way, responsible for or liable to:

您有可能透過回應經由服務進入某些連結或廣告，就第三方供應商的產品或服務的促銷及／或銷售或購買，收到由第三方供應商發出之信件或與第三方供應商通信。您確認並同意本公司並沒有審核任何由第三方供應商提供的離線網頁、任何由第三方供應商提供並連結至服務的網站，或任何由第三方供應商提供的內容。您須獨自承擔與任何第三方供應商的任何交易之風險。本公司在任何情況下均對下列事項概不負責或承擔法律責任：

- a. any Content of any off-site pages which are provided by Third Party Providers, any Content of any websites provided by Third Party Providers which are linked to the Service, or any Content provided by Third Party Providers;

任何由第三方供應商提供的離線網頁的內容、任何由第三方供應商提供並連結至服務的任何網站的內容，或任何由第三方供應商提供的內容；

- b. any Broadcast Messages sent through the Service; or

任何透過服務發送的廣播訊息；或

- c. any correspondence, associated sale or purchase, delivery of or dealings with or payment to any Third Party Providers, any goods or services as offered or provided by Third Party Providers, or any associated terms, conditions, warranties or representations in relation to any such goods and services offered or provided by such Third Party Providers.

任何與第三方供應商的通信、相關的銷售或購買、供應或付款、由第三方供應商提供的任何商品或服務，或任何就第三方供應商提供的任何商品或服務的相關條款、條件、保證或聲明。

7. **Third Party Applications (if applicable) 第三者應用程式 (如適用)**

- 7.1 For the access and/or download of the Third Party Applications, you acknowledge and agree that:

您確認並同意於進入及／或下載第三者應用程式時：

- a. any Third Party Applications (whether preloaded by us or downloaded by you) are accessed and/or used at your sole discretion and risk;

您須獨自承擔進入及／或使用任何第三者應用程式 (不論是本公司預先下載或您親自下載) 之風險；

- b. we shall not be responsible for or liable to your access, use, communication, transaction or any dealings with the Application Developers of the Third Party Applications via the Service;

本公司不會就您透過服務進入、使用任何第三者應用程式，或與第三者應用程式的應用程式發展商之通信、買賣或任何交易負責或承擔任何法律責任；

- c. the access and use of the Third Party Applications are subject to your compliance with all the applicable terms and conditions specified by the Application Developers;

您進入及使用第三者應用程式時受應用程式發展商訂定之所有適用條款及條件所約束；



- d. usage of certain Third Party Applications may require you to pay a fee and you agree to pay all fees and charges that you or any user of the Service may incur; and
使用某些第三者應用程式可能需要您繳付費用，而您同意支付一切因您或任何服務使用者而引致之費用及收費；及
- e. the Third Party Applications on the Service may be different from the version generally available in the Google Play Store and/or other Android Markets (as the case may be).
載於服務的第三者應用程式可能有別於 Google Play Store 及/或其他 Android Market (視乎情況而定) 通行之版本。

7.2 Some Third Party Applications are preloaded onto the **eye** Device or made available at the application store of the Service (where applicable) on an “as-is” basis. You may update such version on the **eye** Device as notified by us or the Application Developers from time to time if new version has been released.

某些第三者應用程式是按「現狀」原則預載至 **eye** 主機或於服務的應用程式商店提供 (在適用的情況下)。如有關程式的更新版本被推出，您可在接到本公司或應用程式發展商之不時通知時更新該版本至 **eye** 主機。

7.3 We have the right to delete, remove, move, disable or block any access to any Third Party Applications preloaded or available at the application store of the Service (where applicable) at any time at our sole discretion, with or without notice, for the purpose of the Service.

就服務而言，本公司有權在有或沒有通知您的情況下，於任何時間自行決定刪除、移除、搬移、截斷或攔阻任何預載或於服務的應用程式商店提供 (在適用的情況下)的第三者應用程式的進入。

7.4 You undertake to indemnify us against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature that may result or which we may sustain, suffer or incur as a result of your or any user’s (whether with or without your authorisation) access to, use of and/or conduct of transactions of the Service through the Third Party Applications.

您保證彌償本公司任何因您或任何使用者 (不論您授權與否) 就服務的進入、使用及/或透過第三者應用程式進行買賣而引起或使本公司承受、蒙受或引致所有不論任何性質的訴訟、索償、索求、法律責任、損失、損害、費用及支出。

8. Limitation 限制

We do not warrant or represent that the Service or the **eye** Device will be uninterrupted, error-free, or free of computer viruses, worms, software bombs, hidden files, illicit codes, Trojan horse or any other harmful or malicious instructions. If re-set or replacement of the **eye** Device is required for any reasons, any data stored in the **eye** Device may be lost (including but not limited to any phonebooks or contact lists maintained) and no backup will be provided by us.

本公司並不保證或聲明服務或 **eye** 主機會不受中斷、無錯誤、或不合電腦病毒、蠕蟲、軟件炸彈、隱藏檔案、非法代碼、特洛伊木馬或任何其他有害或惡意電腦指令。如因任何原因 **eye** 主機需要重新設定或更換，任何於 **eye** 主機之數據 (包括但不限於任何被維持的電話簿資料或聯系列表) 可能會遺失，而本公司不會為此等數據提供備份。

9. Statistical information 統計資料

You agree that we may provide anonymous statistical information (whether aggregated or segmental) on our customer’s use of the Service (such as subscription and usage information) to existing and potential Third Party Providers and/or advertisers.

您同意，本公司可向現有和潛在的第三方供應商及/或廣告商提供有關本公司客戶使用服務 (如訂購和使用資料) 的全部或部分之匿名統計資料。

10. **Repair of Equipment 器材維修**

If the Service, the **eye** Device or the Modem is under repair and you cannot use the Service, you are still required to pay us the Charges for the Service (unless we tell you otherwise) and pay the Third Party Providers the charges for the Content services they provide (unless the Third Party Providers tell you otherwise).

如服務、**eye** 主機或數據機正在維修，令您無法使用服務，您仍須向本公司支付服務費用（惟本公司另行通知您除外），您並須向第三方供應商支付其提供的內容服務的費用（惟第三方供應商另行通知您除外）。

11. **Other discounts 其他折扣**

If you subscribe for the Service with a Commitment Period, you cannot enjoy any other discounts, rebates or promotional offers or rates provided by us for the Service, unless we tell you otherwise.

除本公司另行通知您，如您申請承諾期服務，則您不能享受本公司為服務提供的任何其他折扣、回贈、推廣優惠或推廣價。

12. **Warranties 保養**

Except for the network problems or failures, any requests for the maintenance, repair or replacement of the **eye3** Device within or outside the warranty period shall be directly made to the Tablet Vendor.

除網絡問題或故障，**eye3** 主機於保養期內或外需要進行維修、修理或更換的要求，您應直接與平板電腦供應商聯絡。

13. **Liabilities in respect of the **eye3** Device 有關 **eye3** 主機的法律責任**

To the extent permitted by law, we expressly disclaim and exclude any representation or warranty, whether express or implied, in relation to the **eye3** Device (including but not limited to any product liability, warranties of merchantability, title, fitness for a particular purpose, accuracy and non-infringement) and you expressly waive any claims you or any users of the **eye3** Smart Communications Service may have against us or any of our affiliated companies in this regard, and you agree to make any such claims directly to the Tablet Vendor. You undertake to fully indemnify and hold us and our affiliated companies harmless against all actions, claims, demands, liabilities, losses, damages, costs, compensation and expenses of whatever nature that may result or which we and/or our affiliated companies may sustain, suffer or incur as a result of or in connection with your or other users' use of the **eye3** Device (including but not limited to any product defects or negligence in the design and the manufacturing of the **eye3** Device).

在法律允許的範圍內，本公司概不承擔並免除有關 **eye3** 主機的任何聲明或保證（不論明示或暗示），包括但不限於任何產品的責任、商銷性、所有權、特定用途的適用性、準確性及非侵權性，以及您明確放棄您或任何 **eye3** 智能生活通訊服務使用者可能就這方面向本公司或我們任何聯營公司作出的索償，及您同意直接向平板電腦供應商提出任何該類索償。對於本公司及/或我們聯營公司可能因或有關您或其他 **eye3** 主機使用者而承受、蒙受或引致的所有不論任何性質的訴訟、索償、索求、法律責任、損失、損害、費用、賠償及支出（包括但不限於 **eye3** 主機的任何產品缺陷或於設計及生產時的疏忽），您保證向本公司及我們聯營公司作出完全而有效的賠償。

14. Special meanings 特別涵義

In these Special Conditions, all defined terms shall have the same meanings as those defined in the General Conditions of Telecommunications Service (Consumer Customers) (available at www.hkt.com/Terms+of+Use), unless otherwise specified in these Special Conditions:

除於本特別條款另有說明，否則在本特別條款下，所有定義的詞語應與電訊服務總則（個人客戶）（可參閱 www.hkt.com/Terms+of+Use）所定義的具有相同涵義：

14.1 **Application Developers** means a developer of the Third Party Applications.

應用程式發展商 指 第三者應用程式之發展商。

14.2 **Broadcast Message** means a message in electronic format for offering, advertising or promoting any goods and/or services.

廣播訊息 指 以電子格式所發出之訊息，藉以銷售、推廣或促銷任何商品及／或服務。

14.3 **Content** means any data, information, images, graphics, video or audio content, applications, downloadable files or other multimedia content that can be accessed using the Service, including any Broadcast Messages.

內容 指 可透過使用服務而獲得的任何數據、資料、影像、圖像、影音內容、應用程序、可下載文件或其他多媒體內容，包括任何廣播訊息。

14.4 **eye Communication Package or Service** means the eye service provided by us to you under the Contract, which may include the eye Multimedia Service, the eye Home Smartphone Package, the eye2 Communication Package, the eye Home Tablet Communication Package or the eye3 Smart Communications Service, and where the context requires, shall include the eye Device and the Content.

eye 通訊組合或服務 指 由本公司就合約下提供給您的 eye 服務，可包括 eye 多媒睇服務、eye 家居智能電話組合、eye2 通訊組合、eye 家居平板電腦通訊組合或 eye3 智能生活通訊服務，就文意所指，應包括 eye 主機和內容。

14.5 **eye Device** means the eye device provided by us to you for access of the Service under the Contract, which may be the eye Multimedia Device, the eye Home Smartphone, the eye2 Device, the eye Home Tablet or the eye3 Device.

eye 主機 指 由本公司就合約下提供給您的 eye 主機以讓您使用服務，可包括 eye 多媒睇主機、eye 家居智能電話、eye2 主機、eye 家居平板電腦或 eye3 主機。

14.6 **eye Home Smartphone** means the eye home smartphone device provided by us to you for access of the eye Home Smartphone Package, including the main unit of the eye home smartphone device with cordless headset and AC-DC power adaptor. The legal title of the eye Home Smartphone belongs to us, whereby the eye Home Smartphone shall be returned to us upon termination of the eye Home Smartphone Package for whatever reason.

eye 家居智能電話 指 由本公司提供給您的 eye 家居智能電話（包括 eye 家居智能電話主機連無線聽筒及 AC-DC 電源轉換器），以讓您使用 eye 家居智能電話組合。eye 家居智能電話的法定所有權屬於本公司所有，您須於 eye 家居智能電話組合終止時（不論任何原因）歸還 eye 家居智能電話予本公司。

14.7 **eye Home Smartphone Package** means the eye home smartphone package provided by us, including the eye Home Smartphone.

eye 家居智能電話組合 指 本公司提供的 eye 家居智能電話組合，包 eye 家居智能電話。

14.8 **eye Home Tablet** means the eye home tablet provided by us to you for access of the eye Home Tablet Communication Package, including the main unit of the eye Wi-Fi home tablet, lithium polymer rechargeable battery, charging dock and AC-DC power adaptor.



- eye 家居平板電腦** 指 本公司提供給您的 **eye** 家居平板電腦 (包括 **eye Wi-Fi** 家居平板電腦主機、鋰離子充電電池、充電底座及 AC-DC 電源轉換器)，以讓您使用 **eye** 家居平板電腦通訊組合。
- 14.9 **eye Home Tablet Communication Package** means the **eye** home tablet communication package provided by us, including the **eye** Home Tablet.
- eye 家居平板電腦通訊組合** 指 本公司提供的 **eye** 家居平板電腦通訊組合，包括 **eye** 家居平板電腦。
- 14.10 **eye Multimedia Device** means the **eye** multimedia device provided by us to you for access of the **eye** Multimedia Service, including the main unit of the **eye** multimedia device with headset and AC-DC power adaptor. The legal title of the **eye** Multimedia Device belongs to us, whereby the **eye** Multimedia Device shall be returned to us upon termination of the **eye** Multimedia Service for whatever reason.
- eye 多媒睇主機** 指 本公司提供給您的 **eye** 多媒睇主機 (包括 **eye** 多媒睇主機連聽筒及 AC-DC 電源轉換器)，以讓您使用 **eye** 多媒睇服務。**eye** 多媒睇主機的法定所有權屬本公司所有，您須於 **eye** 多媒睇服務終止時 (不論任何原因) 歸還 **eye** 多媒睇主機予本公司。
- 14.11 **eye Multimedia Service** means the **eye** multimedia service provided by us, including the **eye** Multimedia Device.
- eye 多媒睇服務** 指 本公司提供的 **eye** 多媒睇服務，包括 **eye** 多媒睇主機。
- 14.12 **eye2 Communication Package** means the **eye2** communication package provided by us, including the **eye2** Device.
- eye2 通訊組合** 指 本公司提供的 **eye2** 通訊組合，包括 **eye2** 主機。
- 14.13 **eye2 Device** means the **eye** device provided by us to you for access of the **eye2** Communication Package, including the main unit of the **eye** Wi-Fi tablet, lithium polymer rechargeable battery, charging dock and AC-DC power adaptor.
- eye2 主機** 指 本公司提供給您的 **eye2** 主機 (包括 **eye** Wi-Fi 平板電腦主機、鋰離子充電電池、充電底座及 AC-DC 電源轉換器)，以讓您使用 **eye2** 通訊組合。
- 14.14 **eye3 Device** means any designated tablet or device provided by us to you for access of the **eye3** Smart Communications Service, including the main unit of the Wi-Fi tablet, lithium polymer rechargeable battery, charging dock and AC-DC power adaptor.
- eye3 主機** 指本公司提供給您的任何指定平板電腦或主機 (包括 Wi-Fi 平板電腦主機、鋰離子充電電池、充電底座及 AC-DC 電源轉換器)，以讓您使用 **eye3** 智能生活通訊服務。
- 14.15 **eye3 Smart Communications Service** means the **eye3** smart communications service provided by us, including the **eye3** Device.
- eye3 智能生活通訊服務** 指 本公司提供的 **eye3** 智能生活通訊服務 (包括 **eye3** 主機)。
- 14.16 **Installation Address** means the service installation address as specified in your relevant Application for the Service, in which the **eye** Device will be installed.
- 安裝地址** 指 您於有關服務申請書中註明的服務安裝地址，以安裝 **eye** 主機。
- 14.17 **Modem** means the modem, with or without router capability, which we provide to you for access of the Service.
- 數據機** 指 本公司提供給您以使用服務的數據機 (不論是否包括路由器性能)。
- 14.18 **SMS** means short message service.
- SMS** 指 短訊服務。

- 14.19 **Tablet Vendor** means the manufacturer of the eye3 Device and its designated factory.
平板電腦供應商 指 eye3 主機生產商及其指定廠商。
- 14.20 **Third Party Applications** means the applications provided by any Application Developers.
第三者應用程式 指 由任何應用程式發展商提供的應用程式。
- 14.21 **Third Party Provider** means any Application Developers and any third party provider which provides information or Content service (including links and related advertisement) which is available for your access and use through the Service we provide.
第三方供應商 指 任何應用程式發展商及提供可透過我們提供的服務而獲得及使用的訊息或內容服務 (包括連結及相關廣告) 之任何第三方供應商。
- 14.22 **We** means Hong Kong Telecommunications (HKT) Limited, being the service provider of the Service, and **Our** and **Us** shall be construed accordingly.
我們 指 Hong Kong Telecommunications (HKT) Limited，為服務的服務供應商，**本公司的** 及 **我們的** 具相同意思。