

eye Call Service Terms and Conditions

eye 通話服務條款及細則

The following terms and conditions (“**these Terms and Conditions**”) apply to your use of the eye Call Service (“**Service**”, which term shall, as the context requires, include the App, the Software and the Content, all of which as defined below). By the use of the Service, you agree to be bound by these Terms and Conditions and such other provisions which we may stipulate from time to time. Our authorisation for you to access the **Software** (meaning any software, applications and/or programs from the Service) and to access and receive the **Content** (meaning any content made available or appearing in the Service, including but not limited to any data, information, images, graphics, video and/or audio content, applications, downloadable files or other multimedia content that can be accessed through or on the Service) under the **App** (meaning the eye Call Service App on your eye device) is conditional upon your strict compliance with the applicable terms and conditions of the Service.

以下條款及細則（「**本條款及細則**」）適用於您所使用的 eye 通話服務（「**本服務**」，其定義（視乎上下文需要）應包括已於下文定義的有關應用程式、有關軟件和有關內容）。通過使用本服務，您同意遵守本條款及細則以及我們可能不時規定的其他條款。在您嚴格遵守本服務之相關條款及細則的條件下，透過有關應用程式存取**有關軟件**（指本服務中的任何軟件、應用程式和/或程式）以及存取和接收**有關內容**（指本服務中提供或出現的任何內容，包括但不限於可透過本服務或從本服務存取的任何數據、信息、圖像、平面圖、視頻和/或音頻內容、**有關應用程式**（指於您的 eye 主機之 eye 通話服務應用程式）、可下載的文件或其他多媒體內容）。

1. eye Call Service eye 通話服務

- (a) You must be an existing HKT designated eye Service customers to be able to use the Service.
您必須是現有的香港電訊指定 eye 服務的客戶方可使用本服務。
- (b) The Service can only be accessed by the App on your eye devices.
本服務只能透過於您的 eye 主機之有關應用程式使用。
- (c) The Service is provided and managed by us, Hong Kong Telecommunications (HKT) Limited (“**HKT**”). The App is a self-service integrated platform for you to enjoy various features of the Service (such as Manage Home Link, IDD 0060, High-Quality Video Calling, Audio Call, Home Junk Call Blocking, eFax and Call Recording). Certain features of the Service may be subject to separate terms and conditions (such as those set out in Clause 4 (Service Features)).
本服務由本公司 Hong Kong Telecommunications (HKT) Limited（「**香港電訊**」）提供及管理。有關應用程式是一個自助服務綜合平台，您可以享受本服務的各種功能（如管理連接家居電話、IDD 0060、高質素視像通話、語音通話、家居滋擾電話攔截、e 傳真和通話錄音）。本服務的某些功能可能會受另外的條款及細則（例如第 4 條（服務功能）中列出的條款）約束。
- (d) You may only access the Service by using a login ID that we accept and providing related password.
您只能使用我們接受的登錄 ID 並提供相關密碼使用本服務。
- (e) While installing or using the App, you may be asked to give your consent for our access to various features or items on your eye device (e.g. camera, record audio, contact list, photos and location etc.), enabling us to provide the comprehensive features of the Service to you. If you do not give your consent, you will not be able to install or use the App.
在安裝或使用有關應用程式時，您可能被要求您同意我們使用您的 eye 主機上的各種功能或項目（例如相機、錄音、通訊錄、照片庫和位置等），使我們能夠為您提供全面的服務。如果您不同意，您將無法安裝或使用有關應用程式。

2. Service Terms and Conditions 本服務條款及細則

- (a) Besides these Terms and Conditions, the use of the Service is also subject to the “General Conditions of Telecommunications Services (Consumer Customer)” (“**General Conditions**”) (available at www.hkt.com/Terms-of-Use) and the “HKT Privacy Statement” (“**Privacy Statement**”) (available at www.hkt.com/legal/privacy.html), and such other provisions as we may advise you from time to time (“**Other Terms**”) (collectively, “**Contract**”).
除本條款及細則外，使用本服務亦須遵守《電訊服務總則（個人客戶）》（「**總則**」）（載於 www.hkt.com/Terms-of-Use）及《香港電訊私隱聲明》（「**私隱聲明**」）（載於 www.hkt.com/Privacy+Statement?language=zh_HK），以及我們可能會不時通知您的其他條款（「**其他條款**」）（統稱為「**本合約**」）。
- (b) If the provisions of the Other Terms, these Terms and Conditions and the General Conditions (collectively, “**Service T&Cs**”) conflict with each other, the inconsistency will be resolved in the descending order of preference set out in this Clause. If the Privacy Statement and the Service T&Cs conflict with each other, the Privacy Statement shall prevail.
如果其他條款、本條款及細則和總則（統稱為「**服務條款**」）的條款互相衝突，則以本條款訂立的順序解決。如果私隱聲明和服務條款互相衝突，則以私隱聲明為準。
- (c) You acknowledge that we may, at any time, at our sole discretion, by publishing an updated version on the relevant websites and/or the App:
您確認我們可以隨時憑我們的酌情權，通過在相關網站和/或有關應用程式發布更新版本：

- (i) change, modify or supplement on any terms and conditions in connection with the Service (including these Terms and Conditions, the General Conditions and the Privacy Statement); and
就與本服務有關的任何條款及細則（包括本條款及細則、總則和私隱聲明）進行更改、修改或補充；和
- (ii) change, modify, suspend or discontinue all or any part of the Service (including any Content or features).
更改、修改、暫停或停止本服務的所有或任何部份（包括任何有關內容或功能）。

By continuing to use the Service, you will be deemed to accept the updated terms and conditions and/or Service and be bound by them. For details, please refer to Clause 22 of the General Conditions.

如繼續使用本服務，您將被視為接受更新的條款及細則和/或本服務，並受其約束。詳情請參閱總則第 22 條。

3. Software Licence

軟件許可

- (a) You may from time to time be requested to download Software and we hereby grant to you a non-exclusive and non-transferable licence for you to store, run and use the Software on such smart mobile devices specified by us in accordance with these Terms and Conditions and any software licence which accompanies the Software but not further or otherwise.
您可能會不時被要求下載有關軟件，我們特此授予您非獨家和不可轉讓的許可，以便您按照本條款及細則和有關軟件隨附的任何軟件許可可在我們指定的智能流動裝置上儲存、執行和使用有關軟件，但不得進一步或以其他方式進行。
- (b) You agree to download and install the Software in your **eye** devices, to be used by you for accessing and/or installing the App or the Service.
您同意在您的 **eye** 主機上下載並安裝有關軟件，讓您可存取和/或安裝有關應用程式或本服務。
- (c) You acknowledge that we may refuse to provide the Service to you in the event you fail to successfully download and install the App and the Software.
您確認如果您無法成功下載並安裝有關應用程式和有關軟件，我們可能會拒絕向您提供本服務。

4. Service Features

本服務特點

- (a) Making Telephone Call Outside Service Installation Address
在服務安裝地址以外撥打電話
 - (i) You may make telephone calls outside your service installation address using your **eye** device via the App, provided that the **eye** device has got the necessary network connection. You are required to provide us with your then current location address via the App before you may start using emergency call service under the App. If there is any change to such address at the time you made the emergency call, you are required to promptly update us with your then current location address via the App. Whether an emergency call can be made or not depends on various factors, such as network connection and device's hardware etc. We make no representation or guarantee as to the accessibility or quality of such emergency call service and shall not be liable in any way for any direct or indirect loss or damage or expense of any kind arising out of, or are in any way connected with any matters in relation to such emergency call service.
如果您的 **eye** 主機已有所需的網絡連線，您可以透過有關應用程式以 **eye** 主機在服務安裝地址以外撥打電話。在您可開始使用有關應用程式的緊急撥號服務之前，您需要透過有關應用程式向我們提供您的現在身處地址。如果該地址於您進行緊急撥號時有任何改變，您需要透過有關應用程式及時向我們更新您的現在身處地址。是否能進行緊急撥號取決於各種因素，例如網絡連線和裝置的硬件等等。我們不會對是否能進行緊急撥號或此緊急撥號服務的質量作出任何保證，亦不會就此緊急撥號服務有關的任何事宜引起或由該等事宜而引起的任何直接或間接的損失、損害或費用承擔任何責任。
 - (ii) We do not in any way guarantee that you or any party will be able to make or receive telephone calls using the App in your **eye** device outside your service installation address.
我們不會以任何方式保證您或任何方可於您的服務安裝地址以外，透過載於您的 **eye** 主機之有關應用程式撥打或接收電話。
- (b) Manage Home Link
管理連接家居電話
 - (i) The Manage Home Link feature under the Service allows you to manage the Star Home Call account which has been home-linked to the telephone number under your **eye** Service ("**eye Telephone Number**") via the Star Home Call App.
本服務中的管理連接家居電話功能可讓您管理您已透過升·聲·星級來電應用程式連接至您 **eye** 服務之電話號碼（「**eye 電話號碼**」）的升·聲·星級來電帳戶。

(c) IDD

- (i) If you have subscribed to IDD 001 and/or IDD 0060 service, you may use such IDD service via the App on your **eye** device.
如果您訂購了 IDD 001 及/或 IDD 0060 服務，您可以透過於您的 **eye** 主機之有關應用程式使用該 IDD 服務。
- (ii) All IDD charges incurred will be billed onto your **eye** Service.
所有產生的 IDD 費用將計入您的 **eye** 服務之賬單。

(d) High-Quality Video Calling

高質素視像通話

- (i) The Service allows app-to-app video calls to be made via the App on your **eye** device to other user of the App on his / her smart mobile device, given both devices are equipped with video calling function. You may also receive app-to-app video calls on the App from other user of the App.
本服務允許通過您的 **eye** 主機上的有關應用程式向其他同樣裝置了有關應用程式的智能流動裝置用戶發送應用程式到應用程式的視像通話，但兩部裝置均須配有視像通話功能。您亦可於有關應用程式接收其他有關應用程式用戶發送的應用程式到應用程式的視像通話。
- (ii) The Service also allows video calls to be made via the App on your **eye** device to other another **eye3** Smart Communications Service device or other designated higher model(s) of **eye** device (“**Designated eye Device**”), and you may also receive video calls on the **eye** Telephone Number via the App from any Designated **eye** Device.
本服務亦允許通過您的 **eye** 主機上的有關應用程式發送視像通話至其他 **eye3** 智能生活通訊服務主機或其他指定較高型號的 **eye** 主機（「指定 **eye** 主機」），您亦可透過 **eye** 電話號碼於有關應用程式接收指定 **eye** 主機發送的視像通話。
- (iii) The quality of video calls on the App is dependent on various factors (e.g. Internet connectivity), and as such, we do not in any way guarantee the quality of such video calls.
有關應用程式上的視像通話質素取決於各種因素（例如：互聯網連接狀況），因此，本公司不以任何方式保證視像通話的質素。

(e) Audio Call

語音通話

- (i) The Service allows app-to-app audio calls to be made via the App on your **eye** device to other user of the App on his / her smart mobile device, and you may also receive app-to-app audio calls on the App from other user of the App.
本服務允許通過您的 **eye** 主機上的有關應用程式向其他同樣裝置了有關應用程式的智能流動裝置用戶發送接收應用程式到應用程式的語音通話，您亦可於有關應用程式接收其他有關應用程式用戶發送的應用程式到應用程式的語音通話。
- (ii) The Service also allow audio calls to be made via the App on your **eye** device to any telephone number (including on any mobile phone, fixed telephone and **eye** device), and you may also receive audio calls on the **eye** Telephone Number via the App.
本服務亦允許以您的 **eye** 主機通過有關應用程式發送語音通話至任何電話號碼（包括任何手機、固網電話及 **eye** 主機），而您亦可透過 **eye** 電話號碼於有關應用程式接收語音通話。
- (iii) The quality of audio calls on the App is dependent on various factors (e.g. Internet connectivity), and as such, we do not in any way guarantee the quality of such audio calls.
有關應用程式上的語音通話質素取決於各種因素（例如：互聯網連接狀況），因此，本公司不以任何方式保證語音通話的質素。

(f) Home Junk Call Blocking

家居滋擾電話攔截

- (iii) Home Junk Call Blocking under the Service will enable blocking of detected spam incoming calls made to your **eye** Telephone Number.
本服務中的家居滋擾電話攔截可以為您的 **eye** 電話號碼攔截已被偵測的垃圾來電。
- (iv) Home Junk Call Blocking is provided by a Third Party Provider (as defined in Clause 10 (Third Party Providers)).
家居滋擾電話攔截由第三方供應商（如第 10 條（第三方供應商）中所定義）提供。
- (v) By enabling Home Junk Call Blocking, you acknowledge and agree that the phone number of all the incoming calls made to your **eye** Telephone Number will be passed to our Third Party Provider to identify whether each call is a spam call or not.
通過啟用家居滋擾電話攔截功能，您確認並同意所有您的 **eye** 電話號碼收到的所有來電的電話號碼將被傳遞給我們的第三方供應商，以識辨每個來電是否垃圾來電。

- (vi) You authorise and agree that our Third Party Provider may at its discretion block the phone number of an incoming call which has been identified by our Third Party Provider as a spam call.
您授權並同意我們的第三方供應商可以自行決定攔截其識辨為垃圾來電的電話號碼。
- (vii) To provide a better service, you acknowledge and agree that calls from PCCW or HKT group of companies will NOT be blocked under Home Junk Call Blocking.
為了提供更優質的服務，您承認並同意，電訊盈科集團或香港電訊集團旗下之公司的電話在家居滋擾電話攔截下不會被攔截。
- (viii) While the spam call lists of our Third Party Provider are updated from time to time, we or our Third Party Provider do not in any way guarantee all spam calls could be identified or blocked, and you acknowledge and agree that we or our Affiliates will not in any way be held responsible for any loss or damage incurred in connection with any blocked calls or non-blocked calls.
雖然我們的第三方供應商的垃圾來電列表會不時更新，但我們或我們的第三方供應商不以任何方式保證所有垃圾來電都可以被識辨或被攔截，並且您確認並同意我們或我們的關聯公司不會對與任何被攔截的電話或未被攔截的電話有關的任何損失或損害承擔責任。

(g) **eFax**
e 傳真

- (i) There may be limit to the numbers of pages of facsimile you may send out via the eFax feature under the Service, and such numbers may be subject to change from time to time at our discretion, with or without prior notice.
本服務下的 e 傳真功能或會限制您可發送的傳真頁數，該頁數限額可能會在有事先通知或無事先通知下隨時更改。
- (ii) The delivery and receipt of any facsimile sent out via eFax will depend on whether the target recipient of the facsimile has his / her facsimile machine switched on ready for receiving facsimiles or not; and as such, we do not in any way guarantee the prompt or due delivery or receipt of the facsimile sent out via eFax.
通過 e 傳真發送的任何傳真的傳送和接收將取決於傳真的目標接收者是否已經啟動了他/她的傳真機使其準備接收傳真；因此，我們不以任何方式保證透過 e 傳真發送的傳真能及時或正當地被傳送或接收。
- (iii) The image quality of the facsimile sent out via eFax is dependent on the image quality of the photo taken for the facsimile; and as such, we do not in any way guarantee the quality of the faxed image.
通過 e 傳真發送的傳真的圖像質素取決於為該傳真而拍攝的照片的圖像質素；因此，我們不以任何方式保證已傳真圖像的質素。

(h) **Call Recording**
通話錄音

- (i) The Call Recording feature under the Service supports voice recording for both voice and video calls. There may be limit to the number of voice recordings you may record, depending on the storage capability of your smart mobile device.
本服務下的通話錄音功能支援語音通話和視頻通話的語音錄音。根據您的智能流動裝置的儲存容量，您可錄製的語音錄音的數量可能會有所限制。
- (ii) Whether you may successfully record a voice recording under Call Recording will depend on the storage capacity of your **eye** device; and as such, we do not in any way guarantee prompt or due recording via Call Recording.
您是否可以在通話錄音下成功錄製語音錄音取決於您的 **eye** 主機的儲存容量；因此，我們不以任何方式保證透過通話錄音可及時或正當地錄製語音錄音。
- (iii) The quality of the recordings via Call Recording is dependent on various factors (e.g. Internet connectivity); and as such, we do not in any way guarantee the quality of the recordings under Call Recording.
透過通話錄音錄製的錄音的質素取決於各種因素（例如：互聯網連接狀況）；因此，我們不以任何方式保證透過通話錄音錄製的語音錄音的質素。

5. Our rights and responsibilities
我們的權利和責任

We may:
我們可能：

- (a) deactivate the Service at any time without notice to carry out system maintenance, upgrading, testing and/or repairs;
在無給予通知的情況下隨時停止本服務以進行系統維護、升級、測試和/或修理；
- (b) limit or suspend your access to the Service without notice where we are of the opinion that such action is appropriate as a result of your use of the Service or where you breach any of the terms of the Contract; and
在無給予通知的情況下就您對本服務的使用或違反本合約的任何條款而限制或暫停您使用本服務，而我們認為該限制或暫停為適當的；和

- (c) expand, reduce, withdraw and/or modify any part of the Service and/or any Content, remove, disable and/or suspend transmission or streaming of the Service or Content which we consider in our sole opinion, breaches any applicable law, rules (e.g. Stock Exchange rules), regulation, regulatory directive or licences (collectively, "**Applicable Law**") or to be otherwise unacceptable.

部份在我們全權認為本服務或有關內容違反任何適用法律、法規（如《證券交易所規則》）、規定、監管性指令或許可（統稱為「**適用法律**」）或在其他方面不可接受的情況下，擴充、縮減、取消和/或修改本服務和/或任何有關內容的任何部份，移除、禁用和/或暫停本服務和/或有關內容的傳送或串流。

6. Your Use of the Service

您對本服務的使用

- (a) You:
您：

- (i) have to be aged 18 or above to subscribe to the Service;
必須年滿 18 歲或以上才能登記使用本服務；
- (ii) are only authorised to use the Service and view the Content for your own personal and non-commercial use in accordance with the terms of the Contract;
根據本合約的條款，僅獲授權使用本服務及查閱有關內容以作您的個人及非商業用途；
- (iii) will be strictly and solely responsible for your own use of the Service and any use of them by any party who uses your login details will be treated by us as use by you;
將嚴格地全權就您對本服務的使用負責，任何人士透過您的登入詳情使用本服務將被我們視為您本人使用；
- (iv) must not, and must not permit any other person, to sell, reproduce, copy, distribute, publish, modify and/or prepare derivative works based on the Service and/or Content;
不得自行及容許任何其他人士銷售、再生產、複製、分發、發表、修改和/或製作以本服務和/或有關內容為基礎的衍生作品；
- (v) will abide by all Applicable Law, and any of our operating and/or usage rules, as amended from time to time;
將遵守所有適用法律，以及我們不時修訂的任何操作和/或使用規則；
- (vi) will provide true, accurate, current and complete information about yourself as required to complete your application for and/or use of the Service ("**User Data**");
將就您完成申請本服務和/或使用本服務所需，提供您真實、準確、現行和完整的個人資料（「**用戶資料**」）；
- (vii) will agree to maintain and promptly update the User Data you have submitted to us and keep it true, accurate, current and complete;
將同意保持並及時更新您提交給我們的用戶資料，並確保該等資料真實、準確、現行和完整；
- (viii) will not provide any information that is untrue, inaccurate, not current or incomplete, if we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or restrict your access to the Service; and refuse any and all current or future use of the Service;
不會提供任何失實、不準確、過時或不完整的資料，如果我們有合理理由懷疑該等資料為失實、不準確、過時或不完整的，我們有權暫停或限制您使用本服務；並拒絕您於現時或日後對本服務的任何及一切使用；
- (ix) will report any violation of the terms of the Contract to our customer service team; and
將向我們的客戶服務團隊報告任何違反本合約的條款的行為；和
- (x) safeguard your login details and password(s) (if any) and ensure that they are not disclosed or provided to any other person.
保護您的登入詳情和密碼（如有），並確保它們不被披露或提供給任何其他人。

- (b) You must not in any way intercept, interfere or tamper with any part of the Service and must not use the Service or allow the Service to be used to, directly or indirectly:

您不得以任何方式攔截、干擾或篡改本服務的任何部份，也不得直接或間接地令本服務被用以：

- (i) access or attempt to access the Service in any way or method other than the instructions or interface provided by us;
透過我們提供的指示或介面以外的任何方式或方法使用或嘗試使用本服務；
- (ii) restrict or inhibit any other persons from using the Service, including, without limitation, by means of "hacking" or defacing any portion of the Service;
限制或禁止任何其他人使用本服務，包括但不限於通過「黑客入侵」或醜化本服務的任何部份；
- (iii) modify, adapt, sub-license, reproduce, distribute, copy, exploit, translate, sell, reverse engineer, decompile or disassemble any portion of the Service, the Content or the Software;
修改、改編、再授權、分發、複製、利用、翻譯、銷售、逆向工程、解編或析解本服務、有關內容或有關軟件的任何部份；

- (iv) remove any copyright, trademark, or other proprietary rights notices contained in the Service, the Content or the Software;
刪除於本服務、有關內容或有關軟件中包含的任何版權、商標或其他專有權利聲明；
- (v) copy and/or frame any part of the Service, the Content or the Software without our prior written authorisation;
在未經我們事先書面授權下複製和/或提取本服務、有關內容或有關軟件的任何部份；
- (vi) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce, disrupt or circumvent the navigational structure or presentation of the Service and/or Content;
使用任何機械人、蜘蛛程式、網站搜索/檢索應用程式，或其他手動或自動裝置或程序來檢索、編制索引、進行「數據挖掘」或以任何方式再生產、擾亂或規避本服務和/或有關內容的導航結構或呈現方式；
- (vii) collect information of users of the Service;
收集本服務的用戶資料；
- (viii) hack, break into, or attempt to hack or break into, in any manner the Service, the Content or the Software and/or any data areas on our server(s) or that of any third parties;
以任何方式入侵、破解或試圖以任何方式入侵或破解本服務、有關內容或有關軟件和/或我們的或任何第三方的任何數據區；
- (ix) download, copy, store, rip, distribute, share or re-direct any Content from the Service in any way or through any media;
透過任何方式或任何媒介下載、複製、儲存、錄製、分發、分享或重新定向本服務的任何有關內容；
- (x) incorporate any software or other materials that contain any virus, worm, time bomb, Trojan horse, or other harmful or disruptive component;
加入包含任何病毒、電腦蠕蟲、計時炸彈、木馬或其他有害或具破壞性元件的任何軟件或其他材料；
- (xi) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Service;
偽造標題或以其他方式操控識別碼以掩飾透過本服務傳輸的任何內容的來源；
- (xii) disrupt or interfere with any part of the Service, or any servers, network, software, hardware or equipment connected to or via the Service;
破壞或干擾本服務的任何部份，或與本服務連接或通過本服務而連接的任何伺服器、網絡、軟件、硬件或設備；
- (xiii) disclose your login details and password (if any) or permit other persons to use your login details and password to access the Service;
披露您的登入詳情和密碼（如有）或允許其他人士使用您的登入詳情和密碼去使用本服務；
- (xiv) commit any action which may be unsolicited, offensive, defamatory, indecent, obscene, menacing, immoral, tortious, unlawful, illegal or infringe any intellectual property rights of any party; and/or
作出任何可能未經要求、冒犯、誹謗、不雅、淫穢、威脅、不道德、侵權、不合法、非法或侵犯任何一方知識產權的行為；和/或
- (xv) send unsolicited, offensive, defamatory, indecent, obscene, menacing, nuisance or hoax messages or Content.
發送未經要求、冒犯、誹謗、不雅、淫穢、威脅、滋擾或惡作劇的訊息或有關內容。

7. Fees 費用

You are responsible for all carrier data plan and other fees and taxes associated with your use of the Service. Your download and access to the App and/or use of the Service may be subject to payment of certain fees, and you agree to pay such fees on time. We reserve the right at any time to:

您負責與您使用本服務相關的所有運營商數據計劃和其他費用和稅收。您下載和存取有關應用程式和/或使用本服務可能需要支付某些費用，而您同意按時支付該等費用。我們保留以下權利以隨時：

- (a) charge or waive such fees (or any part thereof); and/or
收取或豁免收取該等費用（或其任何部份）；和/或
- (b) change or supplement on any terms and conditions on which any such fees shall be charged and/or waived.
就任何條款及細則作出變更或補充，並就此收取和/或豁免該等費用。

8. Content 內容

- (a) You acknowledge that the Content on the App is subject to copyright and possibly other intellectual property rights (“**Intellectual Property Rights**”). Unless you are expressly authorised by law and by the relevant copyright owner(s), you must not in any way whatsoever participate in or permit any other entities or persons, to, directly or indirectly:
您確認有關應用程式中的有關內容受版權和其他可能相關的知識產權（「**知識產權**」）約束。除非您獲得法律和相關版權擁有者的明確授權，否則您不得以任何方式直接或間接參與或允許任何其他實體或個人：
- (i) sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, repost or otherwise use any of the Content in any way for any public or commercial purpose without our prior written consent;
未經我們事先書面同意，就任何公共或商業目的以任何方式出售、再生產、分發、修改、展示、公開演示任何有關內容、製作以有關內容為基礎的衍生作品、轉載或以其他方式使用任何有關內容；
 - (ii) use any Content on any other websites or in a networked computer environment for any purpose;
就任何目的在任何其他網站或聯網電腦環境中使用任何有關內容；
 - (iii) reverse engineer any Content consisting of downloadable software; or
對任何包含可供下載軟件的有關內容進行逆向工程；或
 - (iv) otherwise infringe any of the Intellectual Property Rights of any person in using the App or any Content.
侵犯任何使用有關應用程式或任何有關內容的人士的任何知識產權。
- (b) Nothing you do on or in relation to the App will transfer any Intellectual Property Rights to you or license you to exercise any Intellectual Property Rights unless this is expressly stated.
除有明確指明外，您對有關應用程式做的任何事情或對與有關應用程式有關而做的任何事情都不會將任何知識產權轉移給您或授權您行使任何知識產權。

9. Other User Content 其他用戶內容

- (a) The App may contain Content uploaded, posted, emailed or otherwise electronically transmitted (“**Posted**”, and to “**Post**” shall be construed accordingly) by users of the App, including you (“**User Content**”).
有關應用程式可能會包含由有關應用程式的用戶，包括您上載、張貼、以電子郵件發出或以其他電子方式傳送（「**張貼**」和「**所張貼**」將相應地被詮釋）的內容（「**用戶內容**」）。
- (b) We do not monitor or exercise editorial control over User Content. However, we reserve the right:
我們不會監督用戶內容或對用戶內容進行監測或修改。但是，我們保留權利：
- (i) to access or examine any User Content; and
存取或審查任何用戶內容；和
 - (ii) at our discretion move, remove or disable access to User Content which we consider, at our sole opinion to breach any Applicable Law or to be otherwise unacceptable.
根據我們的酌情權移動、刪除或禁止存取我們全權認為違反任何適用法律或在其他方面不被接納的用戶內容。
- (c) In relation to any Content Posted by you, you grant us a perpetual, irrevocable, royalty-free licence throughout the world to use, reproduce, modify, adapt, publish, translate, sublicense, create derivate works from, incorporate in other works (whether electronic or not), distribute, perform and display such Content, whether in whole or in part.
對於您張貼的任何有關內容，您授予我們一個適用於世界各地的永久、不可撤銷、免專利權費的許可，以供我們使用、再生產、修改、改編、發佈、翻譯、再授權有關內容、製作以有關內容為基礎的衍生作品、將有關內容併入其他作品（無論是否電子版）、分發、表演和展示該等有關內容，無論是全部還是部份有關內容。
- (d) You acknowledge that we may remove Content Posted by you in accordance with any applicable guidelines, such as guidelines relating to period of storage or the maximum disc space which is allotted to you.
您確認我們可能會根據任何適用的指引，例如有關分配給您的儲存期限或磁碟空間上限的指引，刪除您張貼的有關內容。

10. Third Party Providers 第三方供應商

- (a) You acknowledge that:
您確認：
- (i) parts of the App;
有關應用程式的部份；
 - (ii) certain features of the Service; and
本服務的某些功能；和

- (iii) parts of the Content,
部份有關內容，

may be contributed, provided or maintained by third party providers (“Third Party Provider(s)”) and not by us. We make no statement, representation or warranty, express or implied, that we agree, disagree, approve or endorse with any such materials or external websites and we will not have or accept any liability, obligation or responsibility whatsoever for any loss, destruction or damage (including without limitation consequential loss, destruction or damage) however arising from or in respect of any use or misuse of or reliance on the contents of any such materials or external websites delivered on or via the App or inability to use any of them.

可能由第三方供應商（「**第三方供應商**」）發出、提供或保存，而非由我們。我們對任何該等材料或外部網站不作任何明示或暗示陳述、聲明或保證，以表達我們同意、不同意、批准或授權任何該等材料或外部網站，以及我們將不會負責或接受任何因任何使用、不當使用或依靠於經有關應用程式傳送至的任何該等材料或外部網站之內容或未能使用任何該等材料或外部網站而造成的任何損失、損毀或破壞（包括但不限於相應性的損失、損毀或破壞）之任何法律責任、義務或責任。

- (b) Your correspondence or dealings with any Third Party Providers are solely between you and that Third Party Provider, and you agree that we will not in any way be liable or responsible for any loss or damage of any sort howsoever incurred as the result of such dealings.

您與任何第三方供應商的通訊或交易完全僅屬您與第三方供應商之間的事宜，並且您同意對於由該等交易引起的任何類型的損失或損害，我們概不會負任何法律責任或為此負責。

11. Links and Advertisements

關聯和廣告

- (a) We have not reviewed all of the sites linked to the App and we are not responsible for the content or accuracy of any off-App pages or any other sites linked to the App (including without limitation sites linked through advertisements or through any search engines).

我們並沒有查核連結至有關應用程式的所有網站，對於任何非有關應用程式或任何其他連結至有關應用程式的網站（包括但不限於透過廣告或任何搜尋器所連結的網站）的內容或準確性，我們概不負責。

- (b) Some links which appear on the App are automatically generated, and may be offensive or inappropriate to some people. The inclusion of any link does not imply that we agree, disagree, approve or endorse the linked site, and you use the links at your own risk.

有些於有關應用程式出現的連結為自動產生的，該等連結可能對某些人士是具冒犯性或不適當的。任何所有連結之包含並不表示我們同意、不同意、批准或授權該連結網站，且您須自行承擔使用該等連結的風險。

- (c) Your correspondence or dealings with, or participation in promotions of, advertisers on the App are solely between you and such advertisers.

您與有關應用程式的廣告商之間的通訊或交易，或您對廣告商的推廣的參與，完全僅屬您與該等廣告商之間的事宜。

- (d) The inclusion of any such sites or advertisements on the App does not imply that we agree, disagree, approve or endorse any of those sites or advertisements. We will not have or accept any liability, obligation or responsibility whatsoever for any loss, destruction or damage (including without limitation consequential loss, destruction or damage) however arising from or in respect of any use or misuse of or reliance on such sites or advertisements delivered on or via the App or inability to use any of them.

在有關應用程式上包含的任何網站或廣告並不表示我們同意、不同意、批准或授權任何該等網站或廣告。我們將不會負責或接受任何因任何使用、不當使用或依靠於經有關應用程式傳送至的任何該等網站或廣告或未能使用該等網站或廣告而造成的任何損失、損毀或破壞（包括但不限於相應性的損失、損毀或破壞）之任何法律責任、義務或責任。

12. Personal Data

個人資料

- (a) In using the App, you may be requested to give us certain personal data (as this term “Personal Data” is defined in the Personal Data (Privacy) Ordinance, Chapter 486 of the Laws of Hong Kong) (“Data”). You have certain rights in the Data you provide. By using the App you grant us your consent to use your Personal Data in accordance with the “HKT Privacy Statement” (available at www.hkt.com/legal/privacy.html).

在使用有關應用程式時，您可能被要求向我們提供某些個人資料（「個人資料」一詞乃根據香港法例第 486 章《個人資料（私隱）條例》所界定）（「資料」）。您對您提供的資料享有一定的權利。您使用有關應用程式即表示同意我們可以根據《香港電訊隱私聲明》（載於 www.hkt.com/Privacy+Statement?language=zh_HK）使用您的個人資料。

- (b) You will provide us with the information relating to you or your use of the Service we reasonably require:

您將向我們提供我們合理要求與您有關或與您使用本服務有關的資料：

- (i) to help us in complying with the Applicable Law and to report to any government or regulatory agency regarding such compliance; and

以協助我們履行適用法律，並就該等履行向任何政府或監管機構報告；和

- (ii) to assess whether or not you have complied, are complying and will be able to continue to comply with all obligations under the Contract.
以評估您是否已履行、正在履行或有能力繼續履行合約下的所有義務。

- (c) We may use third-party advertising companies to serve advertisements on the App. These companies may use information (not including your name, address, email address or telephone number) about your visits to the App in order to measure advertising effectiveness and to provide advertisements about goods and services of interest to you. Our system would collate information relating to the surfing activity on our webpages and determine the preferred advertisements to be displayed from time to time.

我們可能會使用第三方廣告公司處理有關應用程式的廣告。該等公司可能會使用與您造訪有關應用程式有關的資料（不包括您的姓名、地址、電郵地址或電話號碼）以衡量廣告效果，並提供您感興趣的商品和服務的廣告。我們的系統將整理我們網頁上瀏覽活動的資料，並決定不時優先顯示的廣告。

13. The Use of the App At Your Own Risk

您承擔使用有關應用程式之風險

- (a) You use the App at your own risk. You must evaluate, and bear all risks associated with, the use of the App, including reliance on the accuracy, completeness or usefulness of the App. All information provided on or via the App by us or any of the Third Party Providers or our related service providers (e.g. service providers for csl / 1010 mobile, Tap & Go, Now TV, Smart Charge services) is for general and indicative purposes only. You should seek your own independent advice with respect to your use of the App.

您自己承擔使用有關應用程式的風險。您必須評估並承擔與使用有關應用程式相關的一切風險，包括依賴有關應用程式的準確性、完整性或有用性。所有由有關應用程式或透過有關應用程式或任何第三方供應商或我們的相關服務供應商（例如 csl / 1010 手機、拍住賞、Now TV、全線充服務的供應商）提供的所有訊息僅供一般和備知用途。您應該就您對有關應用程式的使用自行尋求獨立意見。

- (b) We endeavor to provide a convenient and functional App, but we do not guarantee that the App will be error free or continuous or that the App or the server that operates it is free of viruses or other harmful components, nor we guarantee the quality of the voice or video calls you made under the App, as the same will be dependent on various factors, such as the user's hardware, Internet connection status etc.

我們盡力提供方便又具功能性的有關應用程式，但我們不保證有關應用程式完全無誤或可持續地使用、或有關應用程式或操作有關應用程式的伺服器完全沒載有任何病毒或其他有害組件，也不保證您在應用程式下進行的語音或視頻通話的質素，因為該質素取決於各種因素，如用戶的硬件及互聯網連接狀況等。

- (c) Although we will use reasonable endeavors to maintain the App, we do not undertake to provide support or maintenance services for the App.

雖然我們會以合理的努力維護有關應用程式，但我們不承諾為有關應用程式提供支援或維修服務。

- (d) Unauthorised access to the Service is a breach of the Contract and a violation of the law. You agree not to access the Service by any means other than by providing us your login details and password or allow anyone to do so. You agree not use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access, monitor or copy any part of the App, the Service or the Content.

未經授權使用本服務是違反合約和違法的。您同意不以我們向您提供的登入詳情和密碼以外的方式使用本服務或允許任何人這樣做。您同意您不會或不允許其他人使用任何自動化手段，包括但不限於透過代理人、機械人、程式編碼或蜘蛛程式去存取、監控或複製有關應用程式、本服務或有關內容的任何部份。

- (e) If your use of the App results in the need for servicing or replacing any property, material, equipment or data, we will not be in any way responsible for such costs or expenses.

如果您因使用有關應用程式而導致需要維修或更換任何財產、材料、設備或數據，我們將不會對該等費用或支出承擔任何責任。

- (f) Without limiting other provisions of these Terms and Conditions, everything on the App is provided to you on an "as is" and an "as available" basis, without warranty or condition of any kind, either expressed or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. We exclude all representations and warranties to the fullest extent permissible under any Applicable Law.

在不局限本條款及細則的其他規定的情況下，有關應用程式中的所有內容都以「按原樣」和「當時可供使用」的方式提供給您，不附帶任何形式的（不論明示或暗示）保證或條件，包括但不限於任何對適銷性、就特定用途的適用性或非違犯性的隱含保證。我們在任何適用法律允許的最大範圍內免除所有聲明和保證。

- (g) In particular, we do not make any express or implied warranty as to the accuracy, fitness for a particular purpose, non-infringement, reliability, security, timeliness or freedom from computer virus in relation to any content on the App. We will not be liable for any errors in, omissions from, or misstatements or misrepresentations (whether express or implied) concerning any such information, and will not have or accept any liability, obligation or responsibility whatsoever for any loss, destruction or damage (including without limitation consequential loss, destruction or damage) however arising from or in respect of any use or misuse of or reliance on the information delivered on the App or inability to use the App or any services delivered through the App.

我們尤其不對有關應用程式中的任何內容的準確性、就特定用途的適用性、非違犯性、可靠性、安全性、及時性或電腦病毒免除性作任何明示或暗示的保證。我們就任何該等信息的任何錯誤、遺漏或錯誤陳述或失實陳述（不論是明示或暗示）不承

擔任何責任。我們亦不會負責或接受任何因任何使用、不當使用或依靠於經有關應用程式傳送至的任何信息或未能使用有關應用程式或由有關應用程式提供的任何服務而引起的任何損失、損毀或破壞（包括但不限於後果性的損失、損毀或破壞）之法律責任、義務或責任。

14. Indemnities **賠償**

You agree to indemnify us, our content providers, sub-contractors, licensors and agents against any action, liability, cost, claim, loss, damage, proceeding, and/or expense suffered or incurred by us arising from or which is related to:

您同意就任何因下列或與之相關的事項而令我們、我們的內容供應商、次承辦商，許可人和代理人蒙受或招致的任何訴訟、責任、費用、索償、損失、損害和/或支出作出賠償：

- (a) your use of the App, the Service, the Content, and/or the Software; and
您使用有關應用程式、本服務、有關內容和/或有關軟件；和
- (b) any breach or non-observance of any provisions of the Contract by you and/or other person(s) using the Service under your Service account, whether with or without your authority or knowledge.
您和/或透過您本服務的帳戶使用本服務的任何人士（無論是否獲您授權或您是否知情）違反或不遵守本合約的任何條款。

15. Limitation of Liability **責任限制**

- (a) To the fullest extent permitted by law, we will accept no liability whatsoever for any indirect, consequential, collateral, special, punitive or incidental loss, destruction or damage (including but not limited to corruption of data, loss of profits, goodwill, bargain or opportunity or loss of anticipated savings or any other loss) resulting from your access to, reliance on, or use of, or inability to use the Service (including the App, the Content and the Software), whether based on warranty, contract, tort, negligence or any other legal theory, and whether or not we know of the possibility of such damage.

在法律允許的最大範圍內，就您因存取、依賴、使用或不能使用本服務（包括有關應用程式、有關內容及有關軟件）而引起的任何間接、相應、附帶、特殊、懲罰性或隨之而來的損失、損毀或破壞（包括但不限於數據損壞、溢利、商譽、優惠買賣或機會的損失，或預期節省的損失或任何其他損失），不論是否基於保證、合約、侵權、疏忽或任何其他法律理論，也不論我們是否獲悉該等損害的可能性，我們概不負責。

- (b) If a jurisdiction does not allow the exclusion or limitation of liability in accordance with the relevant provisions under the Contract but allows a limitation of a certain maximum extent, then our liability is limited to that extent.

如果司法管轄區不允許根據本合約的有關條款免除或限制責任，但允許有一定最大程度的責任限制，則我們的責任僅局限於該程度。

16. Cancellation of Registration **取消登記**

- (a) We may cancel or suspend your registration or your use of the App if you do not visit the App for a period of time, or if we reasonably believe that you may have violated any Applicable Law or any of the provisions of the Contract, acted inconsistently with the provisions or spirit of the Contract, or have violated our rights or those of another party, or if we are investigating any suspected misuse or misconduct. If you encounter any cancellation or suspension of service, please contact our Customer Service Hotline 1000.

如果您已有一段時間沒有存取有關應用程式，或我們合理地認為您可能違反了任何適用法律或本合約中的任何條款、您的行為與本合約的條款或其精神不一致、或已侵犯了我們的權利或其他方的權利、或我們正在調查任何可疑的不當使用或不當行為，我們可能會取消或暫停您的登記或您對有關應用程式的使用。如果您遇到服務的任何取消或暫停，請聯絡我們的客戶服務熱線 1000。

- (b) When your registration is cancelled, you may no longer have access to the App.
當您取消登記後，您可能無法再存取有關應用程式。

- (c) You acknowledge and agree that Clauses 13 (The Use of the App At Your Own Risk), 14 (Indemnities), 15 (Limitation of Liability) and 18 (General Provisions) shall survive cancellation of your registration or termination of the App.

您確認並同意，第 13 條（您承擔使用有關應用程式之風險）、第 14 條（賠償）、第 15 條（責任限制）和第 18 條（一般事項）於您的取消登記或終止有關應用程式後仍然生效。

17. Notices **通告**

- (a) We will give you any necessary notices by posting them on the App. You agree:
我們會在有關應用程式上張貼必須給予您的通告。您同意：

- (i) to check the App for notices regularly; and
定期查閱有關應用程式的通告；和
 - (ii) that you will be considered to have received a notice when it is made available to you by posting on the App.
在通告張貼於有關應用程式後，您將被視為已收到該通告。
- (b) We may also give you notice by such other means as designated by us (e.g. by post, email, SMS and/or bill insert).
我們也可以通過我們指定的其他方式（例如通過郵寄、電子郵件、短訊和/或帳單單張）給予您通告。

18. General Provisions

一般事項

- (a) If any part of these Terms and Conditions is held to be unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remainder will remain in full force and effect.
如果本條款及細則的任何部份在法律上不可執行，則該不可執行部份於法律容許的最大可能範圍內生效，而其餘部份將保持完全有效及作用。
- (b) You agree to defend, indemnify, and hold harmless us, our officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of the App or the Content or your breach of these Terms and Conditions.
對任何就您使用有關應用程式或有關內容或您違反本條款及細則而導致的索償、訴訟或索求（包括但不限於合理的法律費用和會計費用），您同意代我們抗辯，並向我們賠償及使我們、我們的主任、董事、員工和代理人免受損害。
- (c) Save for PCCW Limited and its subsidiaries (as defined in the Companies Ordinance, Chapter 622 of the Laws of Hong Kong), no other person or entity who is not a registered user of the App has any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any provisions of these Terms and Conditions or any rights and/or benefits in connection thereunder.
除電訊盈科有限公司及其子公司（根據香港法例第 622 章《公司條例》所界定）外，任何並非有關應用程式的登記用戶的其他人士或實體在《合約（權利）的第三方》條例》（香港法例第 623 章）下沒有任何權利執行本條款及細則的任何條款或與之相關的任何權利和/或利益。
- (d) These Terms and Conditions will be governed by the laws of Hong Kong. You irrevocably submit to the exclusive jurisdiction of the courts of Hong Kong.
本條款及細則受香港法律管轄。您不可撤回地接受香港法院的專屬司法管轄權。