

UNIFIED CARRIER LICENCE
TELECOMMUNICATIONS ORDINANCE (CHAPTER 106)

Hong Kong Telecommunications (HKT) Limited (“HKT”)

Name of Tariff:

Fair Usage Policy

Description of Tariff:

CSL Mobile Limited (“CSL”) on behalf of HKT hereby publishes the tariffs of the services provided by HKT.

CSL acquires mobile services in bulk from HKT and is authorized to interface with and resell the mobile services to end customers.

See Annex A (which applies to agreements for the provision of PCCW's telecommunications services to consumer customers concluded before 13 February 2012) and Annex B (which applies to all contracts entered into by consumer customers and corporate customers with CSL Limited on or before 6 July 2014) respectively.

Fair Usage Policy for Prepaid SIM card users can be found at the below webpage:

<http://www.hkcs1.com/en/Prepaid-Fair-Usage-Policy/>

Effective Date of Tariff:

20 July 2015

Revision History:

Revision to tariff no. U008-002 published on 19 March 2010 in respect of amendments to certain terms and conditions

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

Fair Usage Policy

1. Introduction

At CSL, we want our customers to always enjoy the best possible service experience. To cater for the increasing data use by all our customers we continue to invest in building mobile network capacity. Mobile bandwidth is shared by all our customers and utilisation by each customer will be different. Generally heavy users will take up more capacity and cause congestion to the network which will affect other users. In order to ensure all our customers can enjoy the best possible experience we will use a fair usage policy to manage our network performance.

The principles of our Fair Usage Policy are to:

- i) ensure fair access to the Mobile Service for all users of the mobile network at all times;
- ii) ensure that our network performance is not adversely effected by extreme usage; and
- iii) enable the use of high bandwidth applications for local services, such as Peer-to-Peer file sharing, but restrict excessive usage that may impact on mobile network performance.

2. Action we may take

We may monitor usage of your Mobile Service. If in our reasonable opinion, the use of your Mobile Service is excessive or unreasonable (e.g. you have reached the fair usage level of the Mobile Service as specified by us from time to time), we may manage access of the Mobile Service in a reasonable manner (for example, lowering your priority to access the Mobile Service or our network resources or restricting the throughput or amount of data transferred). If we do take any action, you still have to pay any charges incurred for usage.

3. Revisions

We reserve the right to change the terms and conditions of this Policy from time to time. Please refer to our website or visit our shops for latest version. Nothing in this Policy overrides nor prejudices our rights under the terms and conditions of the Mobile Service Agreement.

Information about our Fair Usage Policy for Unlimited Local Mobile Data and Capped Plans

Why are we making our Fair Usage Policy clearer?

In response to OFCA's Guidelines for the Implementation of Fair Usage Policy for the Provision of Mobile and Fixed Broadband Services which will be effective from 13 February 2012, we've made our Fair Usage Policy clearer. Our Fair Usage Policy is implemented to ensure fair access to mobile services for all users of the mobile network at all times.

What is our fair usage policy for unlimited local mobile data plans or plans with capped mobile data thereafter charges?

The fair usage level of the Mobile Data service is 5GB per month. Once you have reached the fair usage level, you can still continue to use the service. However, your priority to access the network will be lowered, where your experience may be affected when the network traffic is busy.

Our fair usage policy for unlimited local mobile data plans or plans with capped mobile data thereafter charges applies to existing and new customers alike, regardless of whether the customer's contract date is before or after 13 February 2012.

Once you have reached the fair usage level of 5GB, you can still continue to use the service. However, your priority to access the network will be lowered. When viewing web content involving high data transmission like HD video streaming, it may be temporarily affected when network traffic is high (i.e. there are many people using our network resources at the same time), and experience will resume normal when network traffic is no longer busy.

Priority to access the network will only be lowered after you have received the alert message from us.

Will we continue to provide unlimited local mobile data service plans?

In order to allow you to have a better understanding of your data usage, we will continue to offer unlimited local mobile data service plans during this transition period. Once you have reached the monthly fair usage level of 5GB, you can still continue to use the service. However, your priority to access the

network will be lowered, where your experience may be affected when the network traffic is busy.

How will you be affected if your priority to access the network has been lowered?

When viewing web content involving high data transmission like HD video streaming, it may be temporarily affected when network traffic is high (i.e. there are many people using our network resources at the same time), and experience will resume normal when network traffic is no longer busy.

Will we suspend your data service after you have reached the fair usage level?

No, we will not suspend your data service. You can continue to use the mobile data service even after exceeding the monthly fair usage level.

Will we charge you after you have reached fair usage level?

For customers using unlimited local mobile data plan – No, there will be no additional charges.

For customers using service plans with capped mobile data thereafter charges – No, there will be no additional charges after you've reached your cap.

What is the monthly fair usage level?

The monthly fair usage level is 5GB. Once you have reached the fair usage level of 5GB, you can still continue to use the service. However, your priority to access the network will be lowered. When viewing web content involving high data transmission like HD video streaming, it may be temporarily affected when network traffic is high (i.e. there are many people using our network resources at the same time), and experience will resume normal when network traffic is no longer busy.