

## General Conditions of HKT Education eLearning Solutions

### 1. Terms and conditions of the Contract

- 1.1 Please read these General Terms and Conditions carefully as they apply to your use of the Service.
- 1.2 The HKT Education eLearning Solutions purchased by you is provided by HKT Education Limited. Your purchase of the Service shall constitute your agreement to be bound by all the terms and conditions of (i) the Sales Agreement; (ii) other documents between you and us and other terms and conditions agreed by you in the course of our provision of the Service to you; (iii) any special conditions which may be referred to in the Sales Agreement; and (iv) these General Terms and Conditions. In case of inconsistency, the inconsistency will be resolved in the descending order of preference set out aforesaid.

### 2. The Service we provide

- 2.1 You use the Service at your own risk. You must evaluate, and bear all risks associated with, the use of the Service, including reliance on the accuracy, completeness or usefulness of the Service. All information provided on or via the Service by us or any of the service providers is for information purposes only. You should seek your own independent advice with respect to your use of the Service.
- 2.2 To such extent permissible by law, all conditions and warranties relating to our supply of the Service, the Licence, the Equipment, the Cloud Storage and other devices, goods and services under the Contract implied by law are excluded. Unless otherwise specified by us, everything on the Service, the Licence, the Equipment, the Cloud Storage and other devices, goods and services under the Contract 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. If a jurisdiction does not allow the exclusion of implied warranties in accordance with this Clause but allows limitations of a certain maximum extent, then we limit our warranties to that extent.
- 2.3 We endeavor to provide a convenient and functional Service and use reasonable care and skill in providing you the Service. However, we do not guarantee nor make any warranty that the Service will be continuous, fault-free, error-free, virus-free or hacker-free, or the server that operates it is free of viruses or other harmful components, or the Equipment we provide will never be faulty, and we do not accept any liability in relation thereto, to such extent permissible by law.
- 2.4 We decide the method, technical means and route that we use to provide the Service.
- 2.5 Although we will use reasonable endeavors to maintain the Service, we do not undertake to provide support or maintenance services for the Service, unless this is specified in the Sales Agreement.
- 2.6 If your use of the Service 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, unless this is specified in the Sales Agreement.
- 2.7 When you ask for the Service, we decide whether to provide it to you based on:
  - (i) your eligibility for the Service;
  - (ii) you meeting our credit or other requirements;
  - (iii) whether you owe any member of the HKT Group (or its Affiliates) any money for any services previously provided to you by us or any other member of the HKT Group (or its Affiliates);
  - (iv) whether the credit card, bank account or other information provided by you or any third party for payment of the Service is up-to-date, complete and accurate;
  - (v) whether you accept all the terms and conditions applicable to your viewing, access to and use of the Service; and

- (vi) whether you have previously or currently been in breach of any terms and conditions of the Services and such other services provided by such PCCW group, or whether we have reason to believe that your use of the Service will be in breach of the relevant terms and conditions.
- 2.8 If we decide not to provide the Service to you for any reason described in Clause 2.7, you agree that we may reject your application for the Service and/or discontinue your access to and use of the Service immediately without any liability to you.
- 2.9 We and any other PCCW Group companies may jointly provide the Service and any other services to you. The terms and conditions for the Service and such other services provided by such PCCW Group companies (if any) shall be specified in the Sales Agreement.
- 2.11 Unless otherwise agreed in the Contract, the Service shall be provided on an annual basis according to school calendar year.

### **3. The Content we provide**

- 3.1 All the Content provided under the Service is for information only and we have no liability for the accuracy or completeness of the Content.
- 3.2 We accept no liability whatsoever for any loss arising directly or indirectly from the use of, or reliance on, any information contained in the Content or for the omission of any information relating to any members of the HKT Group (or its Affiliates).
- 3.3 You acknowledge that any Content we provide is subject to Intellectual Property Rights. Unless you are expressly authorised by law or by us or by the legal owner of the Content, you must not yourself, or participate in or permit any other person, to:
  - (a) 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;
  - (b) use any Content on any other website or in a networked computer environment for any purpose;
  - (c) reverse engineer any Content consisting of downloadable software; or
  - (d) otherwise infringe any Intellectual Property Rights of any person in using the Service or any Content.
- 3.4 Nothing you do on or in relation will transfer or purport to transfer any Intellectual Property Rights to you or license you to exercise any Intellectual Property Rights unless this is expressly stated.
- 3.5 You may not download, share or export any Content we provide.

### **4. Third party information or Content services**

- 4.1 Certain third party information or Content services provided by Third Party Providers may also be available for viewing, access and use by you through the Service. You agree to comply with the applicable terms and conditions specified by such Third Party Providers if you choose to use their information or Content services. We exercise no editorial control over some of the Content on the Service and in some cases, Third Party Providers may provide the Content on the Service or operate parts of the Service or other Internet sites you may view or access through the Service.
- 4.2 Certain part or parts of the Service may be provided based on content, platform or technology provided by Third Party Providers. By using the Service, you agree to comply with the applicable terms and conditions specified by such Third Party Providers. We exercise no control over some of the content, platform or technology so provided by these Third Party Providers.
- 4.3 In providing access to such third party information or Content services or in using the Service, you agree that we are not responsible or liable for:
  - (i) the act, negligence or omission of such Third Party Providers;

- (ii) your use of the information or Content services or those part or parts of the Service which is/are provided based on content, platform or technology provided by such Third Party Providers; and/or
  - (iii) the transaction or any dispute between you and such Third Party Providers.
- 4.4 In particular, we will accept no liability whatsoever for any direct, incidental, consequential or indirect damages, loss or 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 any third party information or Content services or those part or parts of the Service which is/are provided based on content, platform or technology provided by such Third Party Providers, whether based on warranty, contract, tort, negligence or any other legal theory, and whether or not we know of the possibility of such damage or loss.

## 5. Storage under the Cloud Learning System

- 5.1 Subject to the terms of the Sales Agreement, we grant you a limited, non-exclusive, non-transferable, revocable right to use certain Cloud storages ("**Cloud Storage**") in accordance with the entitled storage sizes as specified in the Sales Agreement as part of the Service, solely for the purpose of storing and retrieving those files, data, content and materials that each designated user has the full right and authority to store and retrieve, including without limitation, those Content provided by us to you pursuant to the Sales Agreement (collectively, "**Subscriber's Material**").
- 5.2 We may provide alert and notification when the usage of the Cloud Storage is approaching its maximum storage limit.
- 5.3 You may only import and export Subscriber's Materials on the Cloud Storage.
- 5.4 By using the Service with the Subscriber's Material, you are directing us to store the Subscriber's Material on your behalf. You are solely responsible for the content of the Subscriber's Material and your use of the Cloud Storage as well as all consequences of sharing your Subscriber's Material with others by using the file sharing features (if any) of the Cloud Storage. You must ensure that you have all necessary rights, licenses and consents in the Subscriber's Material that permit you to use the Service without infringing any Intellectual Property Rights, violating any applicable laws or violating the terms of any license or agreement to which you are bound. You must ensure that the Subscriber's Material is free from any malware, viruses, Trojan horses, spyware, worms, or other malicious or harmful code. In transferring the Subscriber's Material to and from the Cloud Storage, you are responsible for complying with all applicable import, re-import, export and re-export control laws and regulations. Failure to comply with these requirements may result in the immediate termination of your Service.

## 6. Access and special installation work

- 6.1 You agree to follow any reasonable instructions that we may give you, and to allow us safe access to the Premises if we need for the provision or cancellation of the Service.
- 6.2 If you do not own the Premises, you agree to get the owner's permission for us to access the Premises and install the Equipment. You promise to us that you have such permission.
- 6.3 Special installation work may be required if the Premises and/or the building where the Premises are situated do not have the coverage of the Service. Before we can provide the Service to you, you agree to be responsible for the costs and expenses of such installation work.

## 7. Equipment

- 7.1 You agree to look after the Equipment that we provide to you. For those Equipment which are owned by us, you shall immediately return our Equipment to us at the address that we tell you if you or we end the Contract for the Service. If you do not do so or our Equipment is lost or damaged other than through fair wear and tear, you will have to pay for it to be repaired or replaced.

7.2 You shall not:

- (i) remove or tamper with any of the identification mark or label on the Equipment;
- (ii) remove or tamper with any components (including software) of the Equipment;
- (iii) permit anyone other than us or our employees, agents or contractors to repair or maintain the Equipment; and
- (iv) part with the possession or control of those Equipment which are owned by us.

7.3 You must only connect equipment or device to our Network that complies with relevant technical standards and other relevant requirements.

7.4 Unless otherwise provided in the Sales Agreement, the Equipment provided under the Contract shall be non-exchangeable.

## 8. Use for intended purposes

8.1 The Service and the Equipment that we provide to you under the Contract are for e-learning and educational purpose for the intended educational institutions as set out in the Sales Agreement only and not for any personal, commercial or other purposes. You shall not resell or distribute any part of the Service or the Equipment.

## 9. Payment for the Service

9.1 You undertake to pay all Charges for the Service, the Equipment and any other goods we provide to you in a timely manner without deductions, whether you use the Service or someone else does.

9.2 If you use the Service to access a service provided by someone else or any Third Party Providers and we are charged for such other service, you must pay and/or reimburse us for all charges, fees, costs and expenses we may incur or suffer in connection with such other services, whether you use such services or someone else does, with or without your authority, knowledge or consent.

9.3 The Charges will be calculated by reference to data recorded or logged by us and not by reference to any data recorded or logged by you or your agent. Records held and logging procedures adopted by us will be conclusive evidence of the usage of the Service and the Charges payable by you. We may re-issue and/or amend any bill, invoice and/or demand note if there is any error, inaccuracy or incompleteness in the bill, invoice and/or demand note.

9.4 We can bill you through a billing agent or any member of the HKT Group (or its Affiliates).

9.5 If you do not pay your bill, you shall, without prejudicing any other rights we may have, pay us interest for the overdue amount at an interest rate equal to 2% per annum above the then Hong Kong Dollar best lending rate of The Hongkong and Shanghai Banking Corporation Limited until full payment (before as well as after judgement).

9.6 We may also charge you administrative fees and the relevant bank charges for any direct debit, cheque or cashier order payments which are returned to us because you do not have enough funds in your account or for whatever other reasons.

9.7 We will generally not suspend or end the Service or the Contract for non-payment of your bill until at least 15 days after your payment was due. If however you have failed to pay on time a recent bill or have failed to pay a bill on many occasions, we may end the Service earlier than 15 days.

9.8 If you do not pay your bill, we may ask a debt-collection agency to collect the payment on our behalf. If we do so, you will have to pay us an extra amount for breaking the Contract. This will not be more than the reasonable costs and expenses we have to pay the agency, who will add the amount to your debt on our behalf (this will depend on the amount you owe us).

## 10. Your use of the Service

- 10.1 You may use the Service for lawful purposes only, and you must always follow all applicable law, regulations and rules, and all terms and conditions of the Contract governing your use of the Service. You agree that the use of the Service by any other users, with or without your authority, knowledge or consent, shall be regarded to be the use of the Service by you.
- 10.2 You must not in any way intercept, interfere or tamper with the Service, and must not, directly or indirectly, use the Service, allow the Service to be used or engage in any conduct:
- (i) for any illegal, unlawful, improper or immoral purpose or to encourage conduct that would constitute or with an intent to constitute a criminal offence or give rise to civil liability;
  - (ii) to post, distribute, upload, transmit or re-transmit any unlawful, threatening, abusive, harassing, unsolicited, offensive, defamatory, libelous, insulting, indecent, immoral, vulgar, obscene, sexually explicit, deceptive, fraudulent, tortuous, hateful, racially offensive, menacing, nuisance or hoax information, messages or content;
  - (iii) to post, distribute, upload, transmit or re-transmit any content, computer code, file or program which contains any virus or harmful component, or interrupts, destroys or limits the functionality of any computer software or hardware or telecommunication equipment, or permits unauthorised use of a computer or computer network;
  - (iv) that violates or infringes the rights or privacy of others, including without limitation, patent, trademark, trade secret, copyright or other proprietary or intellectual property rights;
  - (v) to cause annoyance, inconvenience or needless anxiety to any person;
  - (vi) that victimizes, harasses, degrades or intimidates any individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, marital status, age or disability;
  - (vii) to interfere, restrict or inhibit any other authorised party from using the Service or the Internet, or to engage in any antisocial, disruptive or destructive acts, such as “hacking”, “flaming”, “spamming”, “flooding”, “trolling” and “griefing”, as such terms are commonly understood and used on the Internet;
  - (viii) to impersonate any person, business or entity, including any member of the HKT Group (or its Affiliates) and their respective employees, representatives or sub-contractors;
  - (ix) to express or imply that any statements you make are endorsed by us, without our prior written consent;
  - (x) to modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Service;
  - (xi) to copy and/or frame any part of the Service without our prior written authorisation;
  - (xii) to 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 or circumvent the navigational structure or presentation of the Service;
  - (xiii) to collect information about users of the Service without their express consent;
  - (xiv) to store or upload any kind of tools, software or materials in any storage space assigned by us to you in our server(s) that can be used, in our sole opinion for hacking or for any other illegal, unlawful, improper or immoral purpose;
  - (xv) to sell, reproduce, copy, distribute, publish, upload, modify, prepare derivative works based on or display the Content or cause the Content to otherwise be displayed in public unless with our prior written consent;
  - (xvi) for your own commercial gain; or
  - (xvii) to offer any form of advertising or promotion without our prior written consent.
- 10.3 You shall not use any equipment that may harm our Network or other customers’ equipment. If you do so, you must disconnect it immediately.

- 10.4 If you have an Internet access service from us, you accept that you are using the Internet at your own risk. You are responsible for making sure any equipment or device you use to access the Service is protected against viruses and hacking.
- 10.5 You authorise us to use without charge any material or Content that you upload to our Network in accordance with the applicable law.

## 11. Ending the Service and expiry of Commitment Period

- 11.1 We can stop providing the Service or end the Contract by giving you not less than 30 days' advance written notice.
- 11.2 Once we have provided the Service, you may tell us to stop providing it or end the Contract at any time by giving us not less than 30 days' advance written notice or payment in lieu.
- 11.3 If within any relevant Commitment Period for the Service, you choose to end the Service or the Contract by giving us not less than 30 days' advance written notice, you shall have to pay us the Early Termination Charge and any other Cancellation Charge for the termination of the Service or the Contract, if any.
- 11.4 If we break the Contract for the Service and fail to put matters right within 30 days after you inform us of such a breach in writing, you can only end the Service that we are in breach by giving us written notice. If you do so, you will not have to pay us the Early Termination Charges and any other Cancellation Charges for the terminated Service. Unless otherwise specified, any other services (if applicable) covered by the Contract which we are not in breach shall not be affected.
- 11.5 If you or we end the Contract, we will pay back to you any money we owe you relating to that Contract. We will first take off any money that (a) you owe us under that Contract or any other contract between us; and (b) you owe any other member of the HKT Group (or its Affiliates) under any other contract between you and such other member(s) of the HKT Group (or its Affiliates). Where we provide you with a range of services and you owe us money for some services, we reserve the right to charge you for such services that you owe no money via the bills we send you for your other services, unless there is a genuine dispute between us regarding such services.
- 11.6 We may (although we are not obliged to do so) terminate your use of the Service and delete, remove, move, obliterate, disable, restrict or block any access to any Content (in whole or in part) if your Service Account has been idled for one (1) year or more. In such case, a notification will be sent to your registered address or other correspondence address so provided by you to inform you the effective date of such termination. We are not responsible or liable for any loss or damage to the Content upon such termination.
- 11.7 If the Service is terminated for whatever reasons, all licences, rights and privileges granted to you shall immediately cease. Should you at any time cease to be a subscriber to the Service and/or upon expiration or termination of the Contract, you will not be permitted to post, distribute, upload, transmit or re-transmit any more Content to the Service and we will also remove all your Content from the Service without giving you any notice.
- 11.8 If the Service has not been extended or renewed before the expiry of the Commitment Period, the provision of the Service will automatically be terminated on the day of expiry of the Commitment Period. Once the Service is terminated, you may only export the Subscriber's Materials, and any content you may have stored will not be retrievable. We shall have no obligation to maintain any data you may have stored upon termination of the Service, and shall not be liable in any way for any loss of data or content you or anyone may suffer.
- 11.9 Upon the expiration or termination of the Contract:
- a. all the Charges for use of the Service up to and including on the date of termination and all other amounts owing by you to us (and other Third Party Providers, if any) will become immediately due and payable;
  - b. you shall cease to use the Service; and

- c. you shall return those Equipment owned by us as per Clause 7, and we are authorised to access the Premises at reasonable times for the purpose of collecting and removing the Equipment (if applicable) and/or terminating the Service.

## 12. Your warranties, undertakings and acknowledgements

### 12.1 You warrant and undertake that you:

- (i) will be strictly and solely responsible for your use of the Service and any use of the Service by a designated user;
- (ii) must not, and must not permit any other person, to use the Service for any unlawful purpose, sell, reproduce, copy, distribute, publish, upload, modify, prepare derivative works based on or display the Subscriber's Material or cause the Subscriber's Material to otherwise be displayed in public unless you own that Subscriber's Material or possess an appropriate licence;
- (iii) will ensure that each of the designated users complies with the Contract;
- (iv) will abide by all relevant laws of Hong Kong and any operating rules, as amended from time to time (including without limitation the Personal Data (Privacy) Ordinance);
- (v) subject to any other special terms and conditions of the Contract, will not assign, transfer or sublicense all or any part of your rights or obligations under the Contract;
- (vi) 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, with or without notice to you, suspend or terminate your account and refuse any and all current or future use of the Service;
- (vii) will report any violation of the terms and conditions of the Service to our customer service team;
- (viii) will at all times safeguard or procure to safeguard any login IDs and passwords and ensure that they are not disclosed or provided to any other person and ensure that all designated users safeguard the login IDs and passwords and ensure that they are not disclosed or provided to any other person; and
- (ix) in relation to any Subscriber's Material which you upload to the Service, be deemed to have granted to us an irrevocable licence to copy, distribute, publish, upload, deliver and transmit such Subscriber's Material as is necessary for the operation of the Service, without charge.

### 12.2 You must not upload, post, communicate or distribute any Subscriber's Material on the Service that:

- (i) you do not have the right to do so;
- (ii) is unlawful, abusive, harassing, defamatory or in contempt of any legal or other proceedings;
- (iii) is misleading or deceptive;
- (iv) incites hatred or discrimination against any group of persons being a group defined by reference to colour, race, sex, origin, nationality or ethnic or national origins;
- (v) denounces religious or political beliefs;
- (vi) includes religious or political material which is or is likely to be offensive;
- (vii) is indecent, obscene, vulgar, pornographic, offensive or of doubtful propriety;
- (viii) is threatening or of a menacing character;
- (ix) is likely to cause annoyance, inconvenience or anxiety;
- (x) is likely to encourage crime, public disorder, violence or hatred;
- (xi) is likely to damage public health, safety or morals;

- (xii) infringes or is likely to infringe any Intellectual Property Rights;
- (xiii) contains any unsolicited or unauthorised advertising or promotional material;
- (xiv) is likely to cause harm to us or anyone else's computer systems, smartphone, tablet or other devices, including but not limited to that which contains any software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer, smartphone, tablet or other devices' software or hardware or telecommunications equipment;
- (xv) impersonates any person or misrepresents your relationship with any person including but not limited to, any officers or employees of any member of the PCCW Group, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (xvi) contains any material, non-public information of any third party without the necessary authorisation to do so;
- (xvii) contains any trade secret of any third party;
- (xviii) contains any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities, or other unsolicited commercial communication (except as otherwise expressly permitted by us), or engage in spamming;
- (xix) incorporates any software or other materials that contain any virus, worm, time bomb, Trojan horse, or other harmful or disruptive component;
- (xx) is invasive of another's privacy;
- (xxi) is for reselling purposes; and/or
- (xxii) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service.

## 12.3 You agree not to:

- (i) restrict or inhibit any other authorised party from using the Service, including, without limitation, by means of "hacking" any part of the Service or "hacking" or defacing any portion of the websites of the Service, if any;
- (ii) use the Service or the websites or the software of the Service for any unlawful purpose;
- (iii) express or imply that any statements you make are endorsed by us, without our prior written consent;
- (iv) modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Service, the websites or the software of the Service;
- (v) remove any Intellectual Property Rights notices contained in the Service;
- (vi) copy and/or frame any part of the Service without our prior written authorisation;
- (vii) 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 or circumvent the navigational structure or presentation of the Service;
- (viii) collect information about users of the Service without their express consent;
- (ix) hack, break into, access, use or attempt to hack, break into, access or use part of the Service and/or any data areas on our server(s) or that of any third parties without authorisation; and
- (x) store or upload any kind of tools, software or materials in any storage space assigned by us to you in our server(s) that can be used, in our sole opinion for hacking or for any other unlawful, illegal or improper purpose.

## 12.4 You acknowledge that:



- (i) considering the nature of the Service, it is impossible for us to review the contents or confirm the legality or validity of Subscriber's Material;
- (ii) we do not monitor the contents of Subscriber's Material;
- (iii) we disclaim any and all liability for any Subscriber's Material uploaded to the Service;
- (iv) we have the right to delete, remove, move or disable or block any access to any Subscriber's Material which we consider, in our sole opinion to breach or is likely to breach any applicable law or to be unacceptable without giving you any notice;
- (v) your use of the Service or any other platform(s) linked to the Service may be governed by additional or different terms and conditions. Where this is the case, those additional terms and conditions will apply to your use of such web page or websites or platforms in addition to these terms and conditions and will prevail over these terms and conditions to the extent of any inconsistency;
- (vi) nothing you do on or in relation to the Service will transfer any Intellectual Property Rights to you or licence you to exercise any Intellectual Property Rights unless this is expressly stated; and
- (vii) we are merely providing a service that enables electronic contents to be sent and we are not the sender of the contents and we have not authorised the contents that are or have being sent via our service.

### 13. Our rights when we provide the Service

13.1 Occasionally, we may need to, with or without prior notice to you:

- (i) interrupt or suspend the Service (for example, for maintenance, repair, testing or upgrade of our Network or the Equipment). If we do so, we will restore it as quickly as we can and we have no responsibility to pay you any compensation for any loss resulting from such interruption or suspension;
- (ii) make minor changes to certain technical specifications, including limits for transferring information which are associated with the Service; or
- (iii) employ network management methods to regulate the traffic on our Network (including giving certain types of traffic priority over others).

13.2 You agree that:

- (i) we are not responsible or liable for any Content, message or material uploaded or provided by you or any other users through the Service;
- (ii) we may change, delete or block the access to any Content, message or material uploaded or provided by you or any other users through the Service which we think is in breach of the Contract or any applicable law. If we do so, you agree that we have no responsibility to pay you or such users any compensation arising from such change, deletion or blocking;
- (iii) we are not responsible or liable for any installation, reconfiguration or setting up of your computer for connection to our Service at your Premises, and, it is your responsibility to carry out such installation, reconfiguration or setting up work; and
- (iv) we may prioritise certain types of traffic for network management purposes.

### 14. Our responsibility to you when we provide the Service

14.1 We accept responsibility if you are injured or die as a result of our negligence in the provision of the Service. We will not exclude or limit this responsibility.

- 14.2 We also accept responsibility for loss or damage to your physical property arising from our negligence. We will only pay you up to the Contract Value for this loss or damage.
- 14.3 We have no responsibility to pay you compensation for any consequential, indirect, special, punitive, economic, incidental, collateral or financial loss (including any loss of profits, goodwill, bargain or opportunities; or the loss or corruption of data; or the loss of anticipated savings or business, whether caused by negligence or otherwise and whether arising out of or relating to or in connection with the Contract, the Service, or any failure to supply or delay in supplying the Service).
- 14.4 Except as described in Clauses 14.1 and 14.2 and to such extent permissible by law, we will not pay you more than the Contract Value in compensation (even if we have been negligent) for all our liabilities under the Contract for the Service, the Licence, the Equipment, the Cloud Storage and/or any other devices, goods and services we supplied or provided.

## 15. Matters beyond our reasonable control

Sometimes, we may not be able to do what we have agreed because of an event beyond our reasonable control (for example because of fire or flood or severe weather). In these cases, we do not accept responsibility for the delay or otherwise not providing you with the Service in accordance with the Contract. You or we can end the Contract immediately if such event lasts for a continuous period of 30 days.

## 16. If you break the Contract

- 16.1 If we are of the view that you have or may have committed a serious breach under the Contract, we may restrict, suspend or end the Service (or any part thereof) and/or end the Contract immediately, with or without notice. We may or may not give you an opportunity to put matters right within 15 days (or such other period as we may determine) after we inform you of such breach before we restrict, suspend or end the Service (or any part thereof) and/or end the Contract. However, if we give you such opportunity but you do not put matters right by the deadline, we may restrict, suspend or end the Service (or any part thereof) and/or end the Contract immediately without further notice.
- 16.2 We may also suspend or restrict the Service or end the Contract if you break any other contract you have with us or any members of the PCCW Group and do not put matters right within the time mentioned in such other contract. If we suspend or restrict the Service or end the Contract, we will tell you what needs to be done before we can restore the Service.
- 16.3 If we end the Service or the Contract within any relevant fixed term for the Service under Clause 16.1 or 16.2, you will have to pay us the Early Termination Charges and any other Cancellation Charges for the terminated Service or Contract.

## 17. Our other rights to cancel your Service

We can cancel, suspend, restrict the Service or end the Contract for the Service by giving you as much notice as we can if:

- (i) the law requires us to do so;
- (ii) there is an emergency that affects our ability to provide the Service; or
- (iii) you become bankrupt or appear likely to be.

## 18. Privacy

- 18.1 We collect, process, disclose, retain or use your Personal Data in accordance with the HKT Privacy Policy Statement which can be found at [www.hkt.com/legal/privacy.html](http://www.hkt.com/legal/privacy.html).

- 18.2 If we request Personal Data from you, you may refuse to provide the Personal Data. However, we may decline to provide the Service to you.
- 18.3 You will, as soon as possible, tell us of any change of address or any other particulars provided to us which may affect our provision of Service to you.

## 19. Information provisioning

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

- (i) to help us in complying with the applicable law and to report to any Government Agency regarding such compliance; and
- (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.

If you do not do so within two (2) working days of our request, you agree that we can enter your Premises to obtain the information we require during business hours after giving you reasonable notice.

## 20. Changing the terms

We reserve the right to unilaterally change any Charges or any terms and conditions of a Service covered by the Contract. We will notify you of any material changes by publishing details of all changes online at [www.hkt.com](http://www.hkt.com), [www.hkteducation.com](http://www.hkteducation.com) or any other website as specified by us in the Application, or by such other means as designated by us (e.g. by post, email, SMS and/or bill insert).

## 21. Other things we need to tell you

- 21.1 You agree not to transfer or assign the Contract (or any part thereof) to any person or entity, or to try to do so without our prior written consent. Any attempt by you to do so shall be void.
- 21.2 We can transfer our rights and obligations under the Contract (or any part thereof) to any person or entity without your consent. We can also use any of our Affiliates, an agent or subcontractor to perform our responsibilities.
- 21.3 When we need to contact you or give notice to you, we will use the Premises, your billing address, correspondence address, email address and/or facsimile, mobile or fixed phone number that you provide us for contacting you. If you need to contact us, please use the address on your last bill or any other postal address, email address or phone number we have given to you for that purpose.
- 21.2 Written notice or communication may be sent by us to you by hand, post, facsimile, email, SMS, bill insert, web notice and/or in such other manner as we may designate. The notice or communication sent by us shall be treated as received by you (a) three (3) days after posting, if sent by letter; (b) at the time of delivery, if delivered in person; (c) immediately upon faxing if sent by fax and the transmission report indicates that the fax transmission was successful; or (d) immediately upon sending the email, if sent by email.
- 21.3 The Contract is governed by the laws of Hong Kong.
- 21.4 Each of the provisions of these General Conditions is severable and distinct from the others, and if one or more of such provisions is or becomes invalid, illegal or unenforceable, such invalid, illegal or unenforceable provisions shall be deleted from these General Conditions and no longer incorporated herein, but, the other provisions shall continue to be effective and binding on the parties.

## 22. Special meanings

- 22.1. “**Affiliates**” means, in relation to an entity, any other entity which directly or indirectly controls, is controlled by, or is under common control with, such entity.
- 22.2. “**Cancellation Charge**” means the cancellation charge for the Service provided by us as specified in the Sales Agreement, if any.
- 22.3. “**Charges**” means the charges and fees payable by you to us in respect of the provision of the Service provided by us and as specified by us in the Contract and the Price List.
- 22.4. “**Cloud Storage**” has the meaning ascribed to it in Clause 5.1.
- 22.5. “**Commitment Period**” means the term / fixed term / commitment period for the Service as specified by us in the Sales Agreement.
- 22.6. “**Content**” means any and all of the electronic content, electronic textbooks, products, services, software, application apps, scripts, tools, utilities, graphics, photos, text, comments, posts, sounds, music, videos, audiovisual elements, features, functionality, and other materials that are available for display, viewing, performance or use on the Service or that can be accessed by means of the Service, as well as any and all materials that you author, create, post, submit and/or otherwise contribute to the Service (e.g. comments in chat rooms, account profiles etc.).
- 22.7. “**Contract**” means the contract between you and us in respect of the Service provided by us to you, including all the terms and conditions of (i) the Sales Agreement; (ii) any special conditions which may be referred to in the Sales Agreement; (iii) these General Terms and Conditions; and (iv) other documents between you and us and other terms and conditions agreed by you in the course of our provision of the Service to you (including our Acceptable Use Policies (Consumer Customers) (available at [www.hkt.com/acceptableuse](http://www.hkt.com/acceptableuse)) and PCCW Fair Use Policy (available at [www.pccw.com/FairUsePolicy](http://www.pccw.com/FairUsePolicy))), as amended and/or supplemented by us from time to time.
- 22.8. “**Contract Value**” means in relation to (a) the Services with a Commitment Period, the total Charges for the Commitment Period payable by you to us under the Contract; or (b) the Services without a Commitment Period, the total Charges paid by you to us for the period from the commencement date of the Contract to the date immediately preceding any incident giving rise to your claim.
- 22.9. “**Early Termination Charge**” means the early termination charge for the Service provided by us as specified in the Sales Agreement, if any.
- 22.10. “**Equipment**” means the hardware, equipment, system and/or device (if any) provided by us to make available the Service to you.
- 22.11. “**General Terms and Conditions**” means these General Terms and Conditions of HKT Education eLearning Solutions, as may be revised and/or supplemented from time to time.
- 22.12. “**Government Agency**” means any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world.
- 22.13. “**HKT Group**” means HKT Limited and its subsidiaries (as defined under the Companies Ordinance, Chapter 32 of the Laws of Hong Kong), including us.
- 22.14. “**Hong Kong**” means the Hong Kong Special Administrative Region of the People's Republic of China.
- 22.15. “**Intellectual Property Rights**” means all patents, copyrights, design rights, tradenames, trademarks (whether or not registered), database rights, service marks and any pending applications relating to the foregoing, trade secrets, know-how which are recognised as intellectual property rights in the eye of laws, and all other intellectual property rights, third party's rights and proprietary rights which may exist in any part of the world.

- 22.16. **“Licence”** means any software and other licences provided by us to you and specified in the Sales Agreement.
- 22.17. **“Network”** means the telecommunications network owned or operated by the relevant service provider(s) with the PCCW Group, including all facilities and associated equipment used in or in connection with that network.
- 22.18. **“PCCW Group”** means PCCW Limited and its subsidiaries (as defined under the Companies Ordinance, Chapter 32 of the Laws of Hong Kong), including the HKT Group.
- 22.19. **“Personal Data”** has the same meaning given to it in the Personal Data (Privacy) Ordinance (Chapter 486, the Laws of Hong Kong).
- 22.20. **“Premises”** means the premises / installation address where the Service is installed and/or used, as specified in the Sales Agreement, as well as any other premises which the Service as may be used from time to time, as agreed by us.
- 22.21. **“Price List”** means the price list (if any) setting out the miscellaneous Charges for the relevant services which are available at our websites, which may be amended by us from time to time.
- 22.22. **“Sales Agreement”** means the sales agreement between you and us in relation to our provision and your use of the Service.
- 22.23. **“Service”** means the HKT Education eLearning Solutions, including, where the context requires, the Licence, the Equipment, the Cloud Storage, and any other devices, goods and services provided by us to you, and specified in the Sales Agreement.
- 22.24. **“Subscriber’s Materials”** has the meaning ascribed to it in Clause 5.1.
- 22.25. **“Third Party Provider”** means any third party provider which provides information or Content service which is available for your access and use through the Service we provide.
- 22.26. **“We”** means HKT Education Limited, the service provider of the Service, and **“us”** and **“our”** shall be construed accordingly.
- 22.27. **“You”** means the customer who subscribes to the Service, and **“your”** and **“yourself”** shall be construed accordingly.