

UNIFIED CARRIER LICENCE  
TELECOMMUNICATIONS ORDINANCE (Chapter 106)

New World Telecommunications Limited (NWT) hereby publishes the following tariff pursuant to its Unified Carrier Licence with immediate effect.

**Name of Tariff**

NetTalk Internet Phone Service

**Description of Tariff**

The Terms and Conditions of the Service as below.

**Effective Date of Tariff**

4 July 2011

NetTalk Internet Phone Service

1. Customer understands and accepts that NWT NetTalk Internet Phone Service is provided via broadband Internet access ("Broadband Line"). As such, Customer has sole responsibility to apply for an effective Broadband Line and pay the required charges. All matters related to the provisioning of the Service is at the absolute discretion of NWT.
2. The NetTalk Internet Phone Service is limited for use by the registrant. If the Service is used by any person other than the registrant, NWT reserves the right to charge \$65 per month for each additional user.
3. NWT shall be entitled to charge an administration fee of HK\$475 to re-activate the Customer's account with NWT if the Customer's account is terminated (whether on his own accord or terminated for overdue payment).
4. Customer is not allowed to change any service plans during the fixed term contract period. If Customer requests for any such change, all special offers will be cancelled and any prepaid amount will not be refunded or applicable to settlement of other service charges. The amended service will be charged according to the then prevailing monthly standard tariff.
5. If Customer terminates the Service or ports the telephone number to other network providers before the expiry of fixed term contract period, Customer shall pay NWT a cancellation charge which is equivalent to the aggregate monthly service charges for the remaining fixed term contract period, HK\$400 for the welcome gift (if applicable) and other related charges including but not limited to the waived charges. Any prepayment made will not be refunded.
6. For Customer purchasing NetTalk Internet Phone Service (Pack), Customer can contact our Customer Service Department not less than one month before the expiration of contract period to renew the Service. If NWT does not receive any notice, service will be terminated after the contract ended.
7. For Customer subscribing NetTalk Internet Phone Service, unless the Customer gives NWT not less than 1 month's notice of termination before the expiry of fixed term contract period, the Service will be automatically renewed on a monthly basis on the same terms and conditions (save and except that service fee will be charged according to the then prevailing monthly standard tariff) and shall continue thereafter until terminated in accordance with clause 8 below or other clauses hereof.
8. After the expiry of fixed term contract period, Customer may terminate or port out the telephone number by giving NWT not less than 1 month's prior notice and must pay the

monthly service fee up to the date of service termination.(a) For termination of service, Customer is required to fill in the service amendment / termination form provided by NWT.(b) For porting out the telephone number, Customer is only required to fill in the form of the newly subscribed network provider.

9. Upon termination of NWT's telephone services, all other services registered under that telephone number including IDD 009 services will be terminated. Unless otherwise instructed by Customer, the above arrangement is not applicable to porting out telephone number to other network operators.
10. NWT reserves the rights at any time by giving not less than 30 days' prior notice to the Customer: (a) to change the tariff for monthly fee or cancel any special offer; and/or (b) to transfer the Customer to more suitable alternative service. Such amendments shall be binding on the Customer if the Customer continues to use the service after the notice. If the variation of terms would cause an increase in service fee and/or other relevant charges; or Customer can demonstrate that the change will result in a substantial and adverse impact to the Service that he / she has acquired, Customer can terminate the contract by giving written notice to NWT not less than 15 days prior to the effective date of such change, without incurring any charges in respect of that termination ( other than any outstanding payments of Customer and incidental costs regarding the termination of contract).
11. Customer is not allowed to resell or transfer the Service or any part thereof in whatever form to any person for whatever purposes.
12. If Customer uses the service for any illegal purpose, NWT shall have the right to suspend or terminate the service and claim against the Customer for all loss and damages.
13. Customer shall not copy, distribute or spread NetTalk Internet Phone Service installation and usage software without prior written consent by NWT.
14. Customer shall be responsible for the following required computer configuration and working environment in order to use the Service: -Microsoft® Windows® 2000/ XP/ Vista / 7 ; personal computer with CPU PIII 500 MHZ or above; 128 MB hard disk space; 512MB system RAM; sound card, microphone, speaker or related accessories; at least 130kbps internet bandwidth during conversation. NWT shall not be liable if NetTalk Internet Phone Service cannot be used due to Customer's failure to provide the aforesaid required computer configuration and working environment.
15. NetTalk Internet Phone Service may utilize, in whole or in part, the public Internet and third party networks to transmit voice and other communications. NWT shall not be liable for the risk that private information may be seized or intercepted by any third party without approval or accidentally.
16. NetTalk Internet Phone Service is provided through Customer's personal computer. If the computer is out of order, ceases to operate or is affected by virus or other factors, Customer may not be able to enjoy NetTalk Internet Phone Service. Therefore, Customer shall repair and maintain the personal computer, and install effective and updated anti-virus software. NWT will not take any responsibility if NetTalk Internet Phone Service cannot be used for the aforesaid reasons.
17. Customer understands and accepts that the Service shall be affected by the reliability, security or other factors of the underlying broadband or internet service. NWT does not warrant that the Service can suitably be used for devices including but not limited to dial-up modems, fax machines, credit card terminals, HKJC's betting terminals, life bells or emergency bells, etc. NWT shall not be liable for any loss due to failure to use these devices under any circumstances.
18. Customer shall not use the Service or allow the Service to be used by others for sending unsolicited promotional call or fax, spam, other unsolicited advertising material or bulk messages of whatever kind.

19. If NWT terminates any service due to breach of contract by the Customer (which includes, without limitation, sending unsolicited promotional call or fax, spam, other unsolicited advertising material or bulk messages of whatever kind), the Customer will continue to be liable for all service charges during the period of suspension; or any previously waived charges and any early termination charges if termination occurs before the expiry of the fixed term contract period. All prepaid and unused amounts are non-refundable and non-transferable.
20. NWT may contact Customer to provide their products and services information. If Customer does not wish to receive such information, please write to NWT who will then cease to use Customer's personal data for such purposes without any charge.
21. Provision of the relevant services is subject to NWT's General Terms and Conditions and NWT's Privacy Policy which have been published on <http://www.newworldtel.com> and can be sent to Customer upon request. NWT reserves the rights at any time by giving not less than 30 days' prior notice to the Customer to amend all of the above terms and conditions. Such amendments shall be binding on the Customer if the Customer continues to use the service after the notice. If the variation of terms would cause an increase in service fee and/or other relevant charges; or Customer can demonstrate that the change will result in a substantial and adverse impact to the Service that he has acquired, Customer can terminate the contract by giving written notice to NWT not less than 15 days prior to the effective date of such change, without incurring any charges in respect of such termination (other than any outstanding payments of Customer and incidental costs regarding the termination of contract). If there is any inconsistency between the terms and conditions herein and the General Terms and Conditions, the terms herein shall prevail.
22. This agreement is subject to Code of Practice for Telecommunications Service Contracts.
23. The above special offer cannot be used in conjunction with other promotional offers. All matters related to the above special offer shall be subject to the final decision of New World Telecommunications Limited.