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

Webfax Service

Description of Tariff

The Terms and Conditions of the Service (for Personal Customers) as below.

Effective Date of Tariff

4 July 2011

Webfax Service

- 1. WebFax notification email will be sent to Customer's designated email account. Customer will not receive any new fax message if the number of fax messages has exceeded the limit permitted in the service package.
- 2. Each WebFax message would be stored for 30 days.
- 3. Subject to clause 1 hereof, each WebFax account may store a maximum of 100 WebFax messages. Each WebFax message may contain up to 100 pages.
- 4. If Customer terminates WebFax service, all WebFax messages in Customer's account will not be retained.
- 5. 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).
- 6. 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.
- 7. 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.
- 8. 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 9 below or other clauses hereof.
- 9. 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.

- 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 shall not use the Service or allow the Service to be used by others for sending unsolicited promotional fax, spam, other unsolicited advertising material or bulk messages of whatever kind.
- 12. If NWT terminates any service due to breach of contract by the Customer (which includes, without limitation, sending unsolicited promotional 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.
- 13. 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.
- 14. 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.
- 15. This agreement is subject to Code of Practice for Telecommunications Service Contracts.
- 16. 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.