

**UNIFIED CARRIER LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)**

WTT HK LIMITED (“WTT”)

Y. Mobile Apps

Y1. Walkie Service

Effective date: 29/5/15, 16/6/17

Walkie Service (the “Service(s)”) is an integrated communication tool for business customers (“Customer(s)”) to make and receive local calls, international calls (IDD) and instant messaging with the assigned telephone numbers. Optional features include corporate directory searching and instant messaging broadcast and group chat creation.

Service Plan	Key Features	Monthly Rental (HK\$)
Cloud Voice Walkie	- One assigned telephone number and an existing telephone number from Cloud Voice Service - With instant messaging, incoming and outgoing voice calls, Cloud Voice's corporate directory integration, call forwarding, call waiting, call transfer, 3-way conference and voice mail features	\$88 / month
Standalone Walkie	- One assigned telephone number - With instant messaging, incoming and outgoing voice calls, call forwarding, call waiting, call transfer, 3-way conference and voice mail features	\$78 / month
Walkie (for voice call and messaging)	- One assigned telephone number - With instant messaging, incoming and outgoing voice calls, call forwarding and call waiting features	\$58 / month
Walkie (for messaging only)	- No telephone number will be assigned - With instant messaging feature only	\$38 / month

The following additional charges shall apply:

Service/Activity	Charges (HK\$)
Installation / Service Activation Charge	\$1,000 per number
Reconnection of Service disconnected ^(note 1)	\$1,000 per number
Project Management Charge	\$6,000 per project
Usage Charge	\$0.05 per minute
Outbound or Inbound Call Attempt (successful or unsuccessful)	\$0.05 per call attempt
Monthly Traffic Measurement Report	\$450 per number
Standard Traffic Report	\$450 per number
Number Change Service	\$500 per number
Training Sessions ^(note 2)	
• During WTT's Business Hours (1 hour session)	\$1,000 per hour
• Outside WTT's Business Hours (1 hour session)	\$2,000 per hour
Fast Track Order Service (Lead time less than 5 Business Days)	\$1,000 per number
Change of Service Setting	\$400 per number

Note 1: Customer requesting for Reconnection of Disconnected Service must ensure that its registered name and the address of the Service must remain unchanged before and after the reconnection. Request for Reconnection of Disconnected Service will not be accepted after Service has been disconnected for 3 months or more.

Note 2: Each training session is up to 1 hour duration and for a maximum of 25 trainees at a time and at venue specified by WTT.

Provision of the Service is subject to WTT's General Terms and Conditions of Service as revised and published from time to time.

Subject to the applicable tariff(s), terms and conditions, the Customer subscribing to the Service may also subscribe to the following services offered by WTT:

- IDD001 / 007 services and IDD Call Plan, Diskette Billing and Authorization Code Billing
- Cloud Voice service

In addition to WTT's General Terms and Conditions of Service, the following special conditions shall apply to the Service:

1. Definitions

All capitalised terms used in this Tariff shall have the meaning ascribed in WTT's General Terms and Conditions of Service unless the context requires otherwise or defined below:

"Acceptable Use Policy" or "AUP" means the rules on the use of the Service as specified in clause 5.

"Customer Content" means software (including machine images), data, text, audio, video, content, materials or data that Customer uses, installs, uploads or hosts using the Service (but does not include the Service or Software provided by WTT).

"Device" means a mobile telephone, handset, or other device used to access the Service.

"Software" means the licensed software used to provide the Service.

"Website" means www.wtthk.com

2. Provision of Service

- 2.1 For details of WTT's General Terms and Conditions, please refer to the Website. For clarity, a breach of any terms and conditions will entitle WTT to take such action as it sees fit including terminating the Service to Customer with or without notice. In case of inconsistency, these Special Terms and Conditions shall prevail to the extent of inconsistency.
- 2.2 WTT will provide Customer with access to or right to download and install the Software for use of the Service. Customer authorises WTT to collect and use the address books and contact lists contained in the Device to which Customer has downloaded the Software for use in connection with the provision of the Service.
- 2.3 The Software, a Voice over Internet Protocol (VoIP) application, can be downloaded to and installed on devices supporting iOS or Android operating systems. The Software only allows one access to one device at the same time. During the Software activation process, a verification code will be sent to Customer's mobile number via SMS messaging in order to allow Customer to complete the activation of the Software. Customer must inform WTT the registered mobile number for the Device to be used for the Service and that Customer is the registered owner of the mobile number. The Service on the Device may be deactivated:
 - (a) if Customer is not the registered owner of the mobile number provided; or
 - (b) when Customer changed the mobile number without prior notification to WTT.
- 2.4 Customer can use the Service through mobile data network or by Wi-Fi or other wireless connection to fixed line data network. Data charges may be incurred by Customer from the network operator. WTT shall not be liable for any data charges incurred by Customer for using data network.
- 2.5 Customer shall ensure that it installs all updates to the Software as directed by WTT (including allowing WTT to install certain software and updates necessary for the proper function and security of the Service), and shall provide WTT or its Software licensor(s) with all necessary assistance in enforcing these provisions.
- 2.6 WTT does not guarantee uninterrupted, completely secure or error-free Service. WTT will not be responsible for any issues related to the security of the Service that arise from Customer Content. Customer shall take all reasonable steps to mitigate any inherent risks and use security precautions in using the Service.
- 2.7 The call quality or use of the Software or Service may be affected by the stability of data network or Wi-Fi or other wireless connection. Customer should check with his/her network operator for any connection issues, restrictions on use of the Software, or any additional charges for using VoIP. WTT will not be liable for the service failure due to any of the above items.
- 2.8 Provision of the Service may be affected by a number of factors beyond WTT's control, such as the Device settings, restrictions of the relevant laws and regulations, or power failure or Internet availability.
- 2.9 WTT is not responsible for any delay in or failure of message transmission. Customer shall remain liable for the Service charges for the relevant transmission. WTT does not guarantee that any uploaded or converted data will not be deleted or lost. WTT will not accept any responsibility for any failure, corruption or loss of any data.
- 2.10 Customer acknowledges that the Service will be unavailable to Customer for making or receiving calls when the Device is disconnected from a data network. Customer will not be able to receive message alerts if he/she turns off push notifications in relation to the Software.
- 2.11 The unread files and/or messages will have a time limit of 60 days for download, after the 60 days any unread files or messages will be deleted.
- 2.12 The Service will not be able to connect to 900-prefixed Infoline calls in Hong Kong.

- 2.13 Customer shall provide a valid and updated address and Hong Kong mobile telephone number for the registration and activation of the Service. Customer must provide WTT with full information of the correspondence address or place of residence, so that WTT can maintain accurate address information of the Customer.
- 2.14 WTT will not be able to ascertain the physical location of the caller of the Service and therefore will not be able to provide information of the physical location of the caller to emergency services for the emergency call made via the Service. Customer must advise his/her physical location to emergency services during the emergency call.
- 2.15 Customer acknowledges and agrees that the Service is unable to directly connect to any Hong Kong emergency services when being used outside Hong Kong. WTT will not be liable whatsoever for any losses damage or expenses suffered or incurred by Customer.
- 2.16 The Service is not intended for use with any lifeline devices. Customer shall ensure that the Service will not be used by any lifeline user and shall ensure that no medical alarm or other lifeline device will be connected to the Service. In case of breach of the above term, WTT may terminate the Service.

3. Charges

- 3.1 Monthly fees for the Service ("Monthly Fees") and any additional charges will be charged by WTT depending on the subscription plan selected by Customer.
- 3.2 Monthly Fees will commence on the first day of the minimum contract period.
- 3.3 Monthly Fees only cover incoming and outgoing calls to Hong Kong numbers via the Software. For clarity, subscription to IDD001/007 service will be required for making calls to any non-Hong Kong numbers using the Service, and separate IDD call charges will be incurred.
- 3.4 At the end of the minimum contract period, the Service will be automatically renewed on a monthly basis at WTT's prevailing list price until receipt of a duly signed termination notice from Customer at least 30 days before the effective date of termination of the Service or termination by WTT.

4. Intellectual Property Rights

- 4.1 All copyright, trademark and any other intellectual property contained in or available through the Service are owned by WTT and/or its third party vendor. Any rights to use the Software granted to Customer are non-transferable, non-exclusive and in object code form only. Customer shall use reasonable care and protection to prevent the unauthorised use, copying, publication or dissemination of the Software.
- 4.2 Customer will not acquire any proprietary or intellectual property rights to the Software (or modifications), or any copyrights, patents, trademarks or any other intellectual property embodied or used in connection therewith.

5. Acceptable Use Policy

- 5.1 Customer shall:
- (a) keep the logins and passwords that are used to access the Service confidential and stored securely;
 - (b) be responsible and liable for all interaction with the Service in connection with the login details;
 - (c) protect all his/her data from unauthorized access or attack and that they are properly backed up;
 - (d) remove or quarantine any Customer Content that is corrupted with malicious code or harmful to the Service;
 - (e) comply with all the applicable laws, rules and regulations of Hong Kong or the overseas destinations; and
 - (f) comply with such guidelines or directions issued by WTT for the Service.
- 5.2 Customer shall not:
- (a) use the Service for any illegal, abusive, fraudulent activities;
 - (b) reverse engineer, decompile or disassemble the Software;
 - (c) resell, sub-license, modify or transfer the Software or the Service to any third party;
 - (d) store or transmit any virus, code, file or program that is harmful or invasive;
 - (e) unlawfully distribute or transmit unsolicited mass e-mail or other messages or promotions;
 - (f) infringe on or misappropriate the intellectual property rights or proprietary rights of any third party;
 - (g) publish or transmit any material that is defamatory, obscene or could cause offence or harm;
 - (h) use the Service in any way which the Service are not intended or designed for;
 - (i) interfere with the efficiency or security of the Service; or
 - (j) use the Service in a way such that usage of resources of the Service is disproportionate or otherwise affect other users of the Service or the overall performance of the Service.
- 5.3 In making calls to a Hong Kong number using the Service, Customer shall not, whether or not in collaboration with any service provider outside Hong Kong:

- (a) use, or allow the use of, the Service for delivering aggregated traffic from other call originating parties; or
- (b) perform, or allow the performing of, any number translation function the effect of which is that the telephone number associated with a call originating party is different from the original telephone number of the call originating party so as to alter the classification of a call to which the local access charge should be paid under the local access charge regime operating in Hong Kong.

6. IDD Service

- 6.1 If Customer uses IDD001/007 service to make outgoing calls to any non-Hong Kong numbers, call charges will be incurred and he/she will be charged based on the respective IDD001/007 rate plan. For the IDD001/007 tariffs, please refer to the Website or contact the Customer Services Department at cc@wtthk.com.
- 6.2 IDD001/007 calls are charged on a per-minute basis and rounded up to nearest 10 cents in Hong Kong Dollars.

7. Indemnity

Customer shall indemnify WTT, its agents and third party vendor and/or affiliates (“the Indemnified”) against any actions or claims (including third party claims), loss, damage, expense (including legal costs on solicitor and client basis) suffered or incurred by any of the Indemnified due to:

- (a) any breach by Customer of WTT’s General Terms and Conditions or these Special Terms and Conditions;
- (b) the use of the Service by Customer except to the extent such loss is due to WTT’s intentional default or gross negligence;
- (c) Customer Content, including any third party claiming any interests in Customer Content, any claims arising from any alleged illegal act, claims for defamation, infringement of intellectual property rights, loss of data or distribution of obscene or offensive material; or
- (d) any event of emergency call from the Service.

8. Consequences of Termination

On termination of the Service, Customer shall cease any use of the Software and/or Service. WTT will delete or otherwise render inaccessible any of the Customer Content that remains in the Service.