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- Global Call Forward

Gazette No.: 31/2001 Published on 3 Aug 2001

FIXED TELECOMMUNICATION NETWORK SERVICES LICENCE
TELECOMMUNICATION ORDINANCE (Chapter 106)

In accordance with General Condition 20 of the Fixed Telecommunication Network Services (FTNS) Licence, New World Telephone Limited (“NWT”) hereby publishes the following tariffs, the terms and conditions under which NWT will provide the following new telecommunication services with effective from 30th July 2001.

(A) PARTICULAR OF SERVICE

Global Call Forward

Global Call Forward is a Personal Number that allows the customers to call forward incoming calls to that number to local or overseas destinations. The normal service provision time for New World Telephone's Global Call Forward Service is 4 working days.

(B) SERVICE FEATURES

Priority Number

The Priority Number is the main number programmed by the subscriber to update the subscriber's present location; local or overseas. Any incoming call to the subscriber's Personal Number is routed to this Priority Number. For the present time, the Priority Number must be an 8 digit local number or an overseas number up to 20 digits. All incoming calls can only be routed to one priority number.

Language

Subscribers may select either Cantonese or English at the time of registration for use during programming of Global Call Forward Service. Dual language prompts are offered to incoming callers.

Voice Mail Service

Voice mail service is also a standard feature offered to subscribers. Subscribers can program Global Call Forward Service to offer Voice Mail Service to incoming callers after only the Priority Number has been hunted. Subscribers can forward all incoming calls to voice mail by activating voice mail box service.

Password Number

Subscribers are required to input a 4-digit security Password Number when programming call management features on Global Call Forward Service. Subscribers are requested to change the password upon service activation.

(C) CHARGES

<u>Service</u>	<u>Charge (HK\$)</u>
Monthly Rental on Global Call Forward Service (payable quarterly in advance)	\$20
Monthly Rental on Voice Mail (payable quarterly in advance)	\$12
Change of Ownership (per number)	\$300
Reconnection Fee	\$200
IDD Call Forward Roaming	At the prevailing rate of International Calling Charges of New World Telephone's IDD 009 or as agreed with the Subscriber from time to time.
Minimum Service Period	No

(D) SPECIAL TERMS AND CONDITIONS

The Subscriber will observe and be bound by the following terms and conditions in relations to the provision of the Global Call Forward Service and Value Added Service by New World Telephone:

Definitions:

'Order Form' means the Global Call Forward application order form which the Subscriber completes and signs in subscribing to the Global Call Forward (GCF) Service. Subscriber's signature to this Order Form shall mean that the Subscriber agrees to be bound by the terms and conditions herein;

'Call Management Service' means a service which entitles the Subscriber to access the Global Call Forward Service Platform in order to change his or her personal number call profile;

'Charges' means the charges for using Global Call Forward Service as set out in NWT's tariff table and which may be changed from time to time by NWT;

'Condition of Service' means the terms and conditions for the use of NWT's IDD;

'IDD Call Forwarding Service' means a call forwarding service which entitles the Subscriber to be contacted at an overseas telephone number. Whenever the Subscriber receives a telephone call at an overseas telephone number through the IDD Call Forwarding Service, the costs of such calls shall be born by the Subscriber at the prevailing NWT's IDD rates;

'Invoice' means a statement issued by NWT to the Subscriber setting forth all subscription fees and/or all value added service charges;

'NWT' means New World Telephone Company Limited or any subsidiary or any associated company of NWT, as the case may be;

'Personal Number' means the number assigned to the Subscriber for the purpose of using the Global Call Forward Service;

'GCF Service' means Global Call Forward Service whereby the Subscriber is assigned a Personal Number through which he or she can be contacted by telephone;

'Subscriber' means the customer who subscribes to the Global Call Forward Service and agrees to the terms and conditions to its usage;

'User Guide' means any brochure, customer guide or other literature published by NWT from time to time in connection with the provision of the Global Call Forward Service;

'Value Added Service' means any chargeable service used in conjunction with the Global Call Forward Service (including any IDD Call Forwarding Service).

1. The Subscriber acknowledges as a condition of this Agreement that all information furnished by him to NWT in his Order Form to NWT for Global Call Forward Service and other services are true and correct. The Subscriber further agrees to inform NWT of any change in his name, address, contact telephone number, contact person (if applicable), payment method or signature as soon as practicable, but not later than thirty (30) days of such change.

2. The Subscriber's submission of a completed and signed Order Form shall mean that the Subscriber agrees to all of the provisions set forth herein.

3. NWT may refuse to provide the Global Call Forward Service and/or its Value Added Service to the Subscriber which, in the opinion of NWT, is used or intended for any illegal purpose or suspected illegal

purpose. If any illegal use of GCF Service and its Value Added Service is discovered after the Order Form has been signed by the Subscriber, NWT reserves the right to terminate the GCF Service and its Value Added Service at any time without giving prior notice or compensation to the Subscriber.

4. Upon completion of the Order Form and subject to payment in full by the Subscriber of all applicable charges and fees, the Subscriber shall be assigned a Personal Number. If the Personal Number has been, for any reason, assigned to the Subscriber prior to the Subscriber completing the Order Form and/or paying in full the sums referred to above, then notwithstanding such assignment, NWT shall not be obliged to provide the Global Call Forward Service to the Subscriber, and shall be entitled to cancel the Personal Number assigned to the Subscriber.

5. The charges for the Global Call Forward Service and any associated Value Added Service under this Agreement are subject to NWT's prevailing rate of charges from time to time. And the monthly service charges will be payable three months in advance and no refund will be made on the first three months upon service registration. NWT reserves the right to vary the rate at any time as it thinks fits. The Subscriber is responsible for payment of all charges levied by NWT in respect of the provision of the Global Call Forward Service and its Value Added Service.

6. An Invoice setting out the charges for the relevant month or billing period payable by the Subscriber shall be sent to the Subscriber. The Subscriber shall, punctually pay the service charge in advance to NWT for the provision of Global Call Forward Service and any Value Added Service. Unless otherwise specified, NWT's Invoice for the service charges and any Value Added Service charges are due for payment within thirty (30) calendar days from the date of Invoice. All payments shall be paid in Hong Kong Dollars and the Subscriber may make payment by cash, PPS, e-payment, credit card, auto-pay, cheque, or payment at 7-Eleven.

7. Payment sent by post shall be at the risk of the Subscriber and an Invoice shall not be deemed to have been paid until payment is received by NWT.

8. In the event of any disputes between NWT and the Subscriber relating to any charges billed by NWT, the books and records of NWT shall be conclusive evidence in settling any such disputes.

9. The monthly service charge payable by the Subscriber to NWT shall commence from the service commencement date.

10. Provisions of IDD Call Forwarding Service are subject to the Conditions of Service, which may change from time to time.

11. No receipt shall be valid or binding on NWT unless it bears the chops and usual signatures of the authorized officers of NWT or is made on the standard computer printout receipt of NWT.

12. NWT shall have the right to forthwith terminate this Agreement or temporarily disconnect the Global Call Forward Service and the Value Added Service at any time if: any charges or sums payable hereunder remain unpaid after becoming due; the Subscriber commits a breach of any of the terms and conditions contained herein; or the Subscriber or any other person uses the Global Call Forward Service for illegal or improper purpose or use abusive.

13. Termination hereunder shall be without prejudice to any then existing rights and/or claims that NWT may have against the Subscriber, and shall not relieve the Subscriber from fulfilling its/his obligations including payment of all outstanding charges prior to the date of termination.

14. Upon termination of this Agreement, NWT shall have the right to assign the Subscriber's Personal Number to another Subscriber of NWT. Subscriber may not have the right to obtain his previous Personal Number from NWT should he/she subscribe for the Global Call Forward Service again after termination.

15. Either NWT or the Subscriber may terminate this Agreement for whatever cause by giving to the other party thirty (30) working days prior written notice to that effect.

16. In the event that Global Call Forward Service is disconnected under Clause 11, Clause 14 or any other reasons, NWT may upon the Subscriber's request, but subject to NWT's sole discretion and payment by the Subscriber of all outstanding charges and sums, reconnect the Global Call Forward Service. The Subscriber shall pay the service charge in advance and a reconnection fee at NWT's prevailing rate for such reconnection.

17. In the case of the Subscriber being a limited company, the Order Form must be signed by a director, company secretary or other authorized officer of such company. In case of the Subscriber being a firm or organization other than a limited company, the Order Form shall be signed by the proprietor or a partner of the firm or an authorized officer of the organization. NWT reserves the right to request the Subscriber to produce a copy of his/her business registration certificate. Individual Subscriber must be over the age of eighteen (18) to sign the Order Form. NWT reserves the right to request a copy of the Subscriber's identity card and/or obtain a personal guarantee.

18. The Subscriber cannot transfer any of its right and obligations under this Agreement to another party without the prior consent of NWT. Consent will only be given to NWT on condition that the Subscriber and the transferee sign a transfer Agreement in the form specified by NWT and Subscriber settles all outstanding charges under this Agreement.

19. NWT reserves the right at any time to vary, delete any or all of the terms and conditions herein or add new terms and conditions to this Agreement without giving any prior notice to Subscriber.

20. NWT shall not be deemed to be in breach of any provision of the Agreement by reason of any delay in performing, or any failure to perform, any of NWT's obligation if such delay or failure is due to causes beyond NWT's reasonable control. In no event shall NWT be liable to Subscriber for any consequential damage or indirect loss which may be incurred under this Agreement including, without limitation, loss of revenue, profits or contracts.

21. No forbearance, delay or indulgence by NWT in enforcing the provisions of this Agreement shall prejudice or restrict the rights of NWT nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for NWT is exclusive of any other right, power or remedy available to NWT and each such right, power or remedy shall be cumulative.

22. NWT shall not be liable for any loss, damage or delay to the Subscriber due to strikes, lock-outs, shortage of labor or materials, disputes, fire, theft, storm, explosion, war, civil commotion, acts of God or any other circumstances beyond its reasonable control howsoever arising or howsoever caused.

23. NWT shall not be liable for any direct or indirect loss due to improper usage by the Subscriber on the Global Call Forward Service. NWT is not responsible for preventing any possible nuisance calls to the Subscriber's GCF Service.

24. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, such provisions shall be severed from this Agreement, and the remainder of the provisions of this Agreement shall not be affected or impaired thereby.

25. This Agreement shall be construed in accordance with the Laws of Hong Kong and the parties shall submit to the exclusive jurisdiction of the courts of Hong Kong in the event of dispute.

26. This Agreement embodies the entire understanding between the parties and there are no promises, terms or conditions, oral or written expressed or implied other than those of this Agreement.

27. This Agreement shall be governed by and construed in accordance with Hong Kong Law.

28. In the event of any discrepancy between the English and Chinese versions of this Agreement, the English version shall prevail.