## **Terms of Use**

PCCW-HKT mobile services PCCW-HKT Push To Talk ("Service") software license: PCCW Mobile HK Limited agrees to grant to the Customer a licence ("Licence") to use PCCW-HKT mobile services PCCW-HKT Push To Talk ("Software") upon the following terms and conditions:

- 1. It is a non-exclusive, non-transferable, revocable, royalty-free and one-time licence only.
- 2. The Customer shall not demonstrate, copy, sell, resell, disassemble, modify, decompile or reverse engineer the Software or any portion thereof for whatever reason.
- 3. The Customer shall not use the Service, the Service for any unlawful purpose or any purpose not expressly authorized by these Terms of Use.
- 4. PCCW Mobile HK Limited may at any time with or without notice revoke the Licence or limit or suspend your access to the Service upon occurrence of any of the following events:
  - (i) the Customer ceases to be PCCW-HKT mobile services customer/user;
  - (ii) the Customer breaches any term of the Licence;
  - (iii) the Customer breaches any of General Terms and Conditions for Subscription of PCCW-HKT mobile services.
  - (iv) PCCW Mobile HK Limited ceases to provide mobile service; or
  - (v) PCCW Mobile HK Limited ceases to provide the Push To Talk service.
- PCCW Mobile HK Limited may deactivate the Service at any time without notice to carry out system maintenance, upgrading, testing and/or repairs;
- PCCW Mobile HK Limited may expand, reduce and/or modify any part of the Service;
- 7. PCCW Mobile HK Limited may amend the Terms of Use, and/or amend any operating and/or usage rules which govern your use of the Service by posting the details of such amendments on <a href="http://e.pccw-hkt.com/ptt-tou">http://e.pccw-hkt.com/ptt-tou</a>. Such amendments will take effect immediately upon such posting being made through means which we deem reasonable in the circumstances.
- 8. PCCW Mobile HK Limited shall not be responsible for providing any upgrade, update or replacement for the Software.
- 9. The Software is provided to the Customer as part of the mobile services and thus governed by General Terms and Conditions for Subscription of PCCW-HKT mobile services.
- 10. The Customer can use the Service via mobile data or Wi-Fi connectivity and are required to pay the mobile data charge (if any) or Wi-Fi charge (if any) to HKT or other corresponding service providers whichever is appropriate.

## 使用條款

PCCW-HKT 流動通訊對 PCCW-HKT 對講機服務軟件授權證: PCCW Mobile HK Limited 同意依據以下條款授權客戶使用 (以下簡稱「使用權」) PCCW-HKT 流動通訊對 PCCW-HKT 對講機 (以下簡稱「服務」)軟件程式 (以下簡稱「軟件」):

- 1. 該使用權乃屬於非專屬、不可轉讓、可取消的、免版稅及一次性之性質。
- 2. 客戶不得展銷、抄襲、售賣、轉售、分解及更改軟件或對軟件進行逆向工程。
- 3. 客戶不得利用此服務作任何非法用途或授權證未有明確表示許可的任何用途。
- 4. 當以下情況發生時, PCCW Mobile HK Limited 有權隨時終止、限制或暫停該程式之使用權而不作另行通知:
  - (i) 客戶不再是 PCCW-HKT 流動通訊之客戶/用戶;
  - (ii) 客戶違反此授權證之任何條款;
  - (iii) 客戶違反 PCCW-HKT 流動通訊服務總則;
  - (iv) PCCW Mobile HK Limited 不再提供流動通訊服務:或
  - (v) PCCW Mobile HK Limited 不再提供 Push To Talk 服務。
- 5. PCCW Mobile HK Limited 有權於進行系統及軟件維護、升級、檢測及維修期間,隨時暫停該程式之使用權而不作另行通
- 6. PCCW Mobile HK Limited 或會延伸、刪減及/或修正服務軟件上的任何部份。
- 7. PCCW Mobile HK Limited 或會修改授權證上的條款,包括規範軟件使用的運作守則及/或使用守則。有關更改會於http://e.pccw-hkt.com/ptt-tou明確列出,及於合理情況下透過適當途徑列明,並於列出當日正式生效。
- 8. PCCW Mobile HK Limited 不須負責提供軟件提升版或替代版予客戶。
- 9. 軟件屬於流動通訊服務之一部份,所以 PCCW-HKT流動通訊服務總則乃適用於軟件。
- 10. 客戶可透過流動數據或 Wi-Fi 連接以使用對講機服務,但需要就服務繳付相關數據費用 (如適用)或 Wi-Fi 費用 (如適用),予 PCCW-HKT 或其他相關服務供應商。