

General Terms and Conditions for Data Service

“PCCW mobile” means PCCW Mobile HK Limited (trading as PCCW mobile). The provision, delivery, subscription and use of Data Service shall be governed by these terms and conditions.

1. Definitions and Interpretation

1.1 Unless the context requires otherwise, the following terms shall have the following meanings:

“ Agreement ”	means this Data Service Subscription Agreement comprising the terms and conditions hereunder;
“ Best Available Location Data ”	means location data provided by PCCW mobile to Corporate Customer hereunder in terms of x, y location coordinates;
“ Charges ”	means all relevant charges and fees, including early termination charge payable by Corporate Customer under this Agreement;
“ Commencement Date ”	means commencement date specified in this Agreement;
“ Confidential Information ”	means all information, oral or written, which is expressly stated to be confidential or which is by its nature implicitly confidential and which is provided by one Party to the other Party pursuant to this Agreement. The provisions of this Agreement are the confidential information of the Parties;
“ Corporate Customer ”	means the person specified in this Agreement who agrees to subscribe to Data Service;
“ Data Service ”	means Location Data Service and/or Short Message Service or such other data services provided by PCCW mobile to Corporate Customer and its Users pursuant to this Agreement;
“ Device ”	means the device used by Users for the purpose of voice and/or data communication;
“ Geographic Information System ”	means the application, software and system designated for providing Location Data Service;
“ Java SIM Card ”	means the Java SIM card specified by the manufacturers as a Java SIM Card using Java-based location technology client software;
“ Location Data Service ”	means the service providing the Best Available Location Data;
“ Network ”	means all equipment, facilities, systems, infrastructure and network managed and operated by PCCW mobile for providing telecommunications, mobile and Data Service;
“ Party ”	means either PCCW mobile or Corporate Customer and the term “ Parties ” means both of them;
“ Short Message Service ”	means the service for receiving and sending Short Messages;
“ Short Message ” or SMS”	means short message originated from or terminated at the Device;
“ Tariff ”	means the tariff of Data Service as specified in this Agreement;
“ Term ”	means the minimum subscription period (if any) specified in this Agreement; and
“ Users ”	means the employees of Corporate Customer authorized by Corporate Customer to use Data Service.

- 1.2 Words importing the singular include the plural and vice versa; words importing gender include both genders and the neuter.
- 1.3 References to the term “person” or “entity” shall include any individual, partnership, corporation or other entity (including without limitation, any unincorporated joint venture).
- 1.4 References to “day” shall include business day only and exclude all Saturday, Sunday and public holidays.
- 1.5 Headings are for convenience only and shall not affect the interpretation of this Agreement.
- 1.6 References to statutory provisions shall be construed as references to those provisions as respectively amended, re-enacted or supplemented from time to time and shall include any or all subordinate legislation made under such provisions.

2. Provision of Data Service

- 2.1 Subject to the timely payment of the Tariff and relevant Charges by Corporate Customer, PCCW mobile shall provide Data Service to Corporate Customer and its Users in accordance with these terms and conditions.
- 2.2 PCCW mobile reserves the rights to temporarily suspend provision and delivery of Data Service without prior notification when upgrade, enhancement, alteration, modification, repair or maintenance of the Network is required.

3. Corporate Customer's Obligations

- 3.1 Corporate Customer shall perform and procure its Users to perform the obligations stipulated under these terms and conditions in a timely manner.
- 3.2 Corporate Customer shall not transmit or disseminate or permit its Users to transit or disseminate any Short Messages, content and/or materials via any handset or Device which are obscene, immoral, indecent, deceptive, fraudulent, defamatory, discriminatory, privacy-intrusive, intimidating, provocative, unlawful, in breach of confidence, liable to incite racial hatred or an infringement of any intellectual property right. PCCW mobile shall have the right to edit or delete any Short Message at any time and in such manner as PCCW mobile thinks fit.
- 3.3 Corporate Customer shall not send or permit its Users to send any promotional Short Messages to any party (except between Corporate Customer and its Users) unless with the intended recipient's express prior consent. PCCW mobile shall have the right to stop or withhold the delivery or receipt by Corporate Customer or its Users of any promotional Short Messages.
- 3.4 Data Service is intended for the personal use of Corporate Customer and its Users only. Corporate Customer shall not, with the consent of PCCW mobile, resell, distribute, redistribute or share the use of the Data Service in any way whether or not for monetary reward to any party other than the Users.
- 3.5 Corporate Customer shall abide by all relevant laws of Hong Kong and any operating rules, as amended from time to time, when using Data Service.
- 3.6 Corporate Customer shall not assign, transfer or sub-license all or any of its rights and obligations under these terms and conditions.
- 3.7 Corporate Customer acknowledges that except for content (being any still picture or other series of moving images, whether animated or otherwise, music video, music, data, information and/or other material that may be accessed through any of the services) which is supplied by PCCW mobile as principal, it is not PCCW mobile's policy to exercise any editorial control over or to edit or amend any content or Short Messages before it is transmitted or made available through any of the services.

4. Commencement, Suspension and Termination

- 4.1 This Agreement shall commence on the Commencement Date. Upon expiry of the Term, this Agreement shall be automatically renewed on a monthly basis upon the same terms and conditions unless a Party gives written notice to the other not to renew not later than 30 days before each expiration.
- 4.2 Any suspension of any Data Service by Corporate Customer is subject to the prior consent of PCCW mobile. PCCW mobile may impose additional conditions in relation to such suspension.
- 4.3 PCCW mobile may (i) deactivate any Data Service, with or without notice to Corporate Customer, to carry out system, maintenance, upgrading, testing and/or repairs; (ii) limit or suspend Corporate Customer's access to any Data Service with or without notice to Corporate Customer where PCCW mobile is of the opinion that such action is appropriate as a result of Corporate Customer's use of any Data Service; (iii) take any steps or omit to take any steps, with or without notice to Corporate Customer, for any reason PCCW mobile deems relevant to the management or the operation of any Data Service and PCCW mobile's business, that may expand, reduce, modify, suspend, limit, make inaccessible or adversely affect any Data Service, or any content.
- 4.4 PCCW mobile shall be entitled to suspend any or all of Data Service if it is to PCCW mobile's financial or commercial interest to suspend such service(s) to a particular Corporate Customer or User.
- 4.5 PCCW mobile may at its absolute discretion, upon discovery of suspected or inchoate, fraudulent, deceptive, unlawful or improper use of Data Service by any party, suspend any or all of Data Service to prevent such conduct from taking place.
- 4.6 If this Agreement does not specify the duration of the Term, Corporate Customer may terminate the subscription of Data Service upon giving not less than one (1) month's prior notice in writing to PCCW mobile provided that Corporate Customer shall pay the Tariff and all Charges as invoiced.
- 4.7 This Agreement may be terminated by either Party at any time forthwith upon occurrence of any of the following events:
 - (a) the other Party shall have a receiver or an administrative receiver appointed or shall pass a resolution for winding-up (otherwise than for the purposes of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the other Party shall become subject to an administrative order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business or analogous event in the jurisdiction in which the relevant Party is incorporated; or
 - (b) the other Party has breached a material term of this Agreement (including an obligation to pay Charges) in respect of the Services and has not remedied such breach within fourteen (14) days of notice from the terminating Party.
- 4.8 This Agreement may be terminated by PCCW mobile without liability in the event that PCCW mobile ceases to offer or provide any or all of Data Service in the market.

4.9 Any termination shall be without prejudice to either Party's rights of action against the other for any antecedent breach or liability incurred prior to the date of termination.

5. Financial Provisions

5.1 Subject to Clause 5.2, Corporate Customer shall pay PCCW mobile the Tariff and all relevant Charges before the stipulated due date. Failure to pay on time shall entitle PCCW mobile to suspend, discontinue or terminate any or all Data Service.

5.2 If minimum committed amount is applicable and the Tariff and all relevant Charges for a particular period do not exceed the minimum committed amount, Corporate Customer shall pay and PCCW mobile shall be entitled to the minimum committed amount.

5.3 Corporate Customer shall pay a deposit, amount of which is specified in this Agreement, and such additional deposits if so requested by PCCW mobile, to secure the due performance and observance of Corporate Customer's obligations hereunder. PCCW mobile shall be entitled to, in addition to its other rights and remedies hereunder, deduct from the deposit any outstanding sum that is due by Corporate Customer to PCCW mobile. Any balance of the deposit will be refunded to Corporate Customer after termination of this Agreement. Corporate Customer acknowledges that payment of the deposit by Corporate Customer is not risk free and that such deposits may not be returned to Corporate Customer in the event of PCCW mobile's liquidation. In such event, return of the deposit shall be governed by the law of insolvency applicable in Hong Kong.

5.4 At the end of each billing cycle, PCCW mobile shall send an invoice for the preceding billing cycle together with a consumption report to Corporate Customer. In the absence of dispute raised by Corporate Customer within 10 days upon receipt of the invoice, the invoice and report shall be deemed accepted and shall become conclusive evidence of amounts due by Corporate Customer to PCCW mobile. In the event of dispute by Corporate Customer, Corporate Customer shall set out the ground of dispute in writing and send supporting evidence to PCCW mobile within 14 days from the date of receipt of PCCW mobile's invoice. Notwithstanding any amount in dispute, Corporate Customer shall settle the undisputed amount in accordance with Clause 5.6.

5.5 The amount in dispute shall be resolved in good faith by both Parties within one month from Corporate Customer's written notification.

5.6 Corporate Customer shall settle the invoice within 30 days from the date of invoice without any set-off, deduction or withholding. If Corporate Customer has not paid any invoice by the due date, PCCW mobile reserves the right to (i) charge interest on any outstanding amount at 2% per month until the invoice has been paid in full and to charge a handling fee, collection agency fee, reconnection fee and/or require a security deposit if Corporate Customer's access to Data Service is suspended or terminated before payment is made; and (ii) at any time without notice to Corporate Customer combine or consolidate all or any of Corporate Customer's accounts so as to set-off, transfer or apply any sum or sums standing to the credit of PCCW mobile in or towards satisfaction of any of the outstanding sums of Corporate Customer owed to PCCW mobile whether or not such accounts have been terminated or suspended.

5.7 PCCW mobile reserves the rights to adjust the rates of Tariff or relevant Charges by giving 30 days notice in advance to Corporate Customer. If Corporate Customer does not agree to the adjustment, Corporate Customer shall be entitled to terminate the subscription of Data Service.

5.8 In the event of termination of Data Service by Corporate Customer, PCCW mobile reserves the right to charge Corporate Customer in the last bill for the Tariff and all relevant Charges for a full month or the entire bill cycle irrespective of the date of termination and without pro-rata adjustment. Corporate shall settle the amount as invoiced in full.

5.9 No credit or refund is available in respect of any time when any Data Service is 'down' or suspended.

5.10 Corporate Customer shall pay any applicable goods and services tax, value added tax, sales tax, business tax or any other similar taxes, duties or charges on the relevant Tariff and/or any fees under this Agreement in accordance with the applicable law.

5.11 Corporate Customer acknowledges that if PCCW mobile invoices Corporate Customer for content as agent for a third party provider of that content, PCCW mobile is not the supplier of that content.

6. Indemnity

6.1 Corporate Customer agrees to indemnify PCCW mobile against any action, liability, cost, claim, loss, damage, proceeding, and/or expense suffered or incurred by PCCW mobile arising from or which is related to (i) Corporate Customer's use and/or any Users' use of any of Data Service, handset and/or Device; and (ii) any breach or non-observance by Corporate Customer and/or Users of any of these terms and conditions or other terms and conditions (if any) applicable to any services subscribed to by the Customer.

7. Limitation of Liability

7.1 Subject to Clause 7.5, PCCW mobile's aggregate liability to Corporate Customer shall in any event not exceed the total charges and fees paid by Corporate Customer to PCCW mobile for the immediately preceding 12 months prior to any incident giving rise to such liability.

- 7.2 PCCW mobile expressly disclaims all responsibilities and liabilities for or arising from: (i) the use of Data Service, handset or Device by the Customer and/or Users; (ii) any damage to or loss of data suffered by the Customer and/or Users arising from its/his/her use of any of Data Service, handset or Device; (iii) any claim based in contract, tort, or otherwise for any loss of revenue (whether direct or indirect), loss of profits or any consequential loss whether of an economic nature or not; (iv) any claim relating to any Data Service, handset or Device supplied, provided, sold or made available by PCCW mobile (or any failure or delay to so supply, provide, sell or make available); (v) any injury, disease, seizure or loss of consciousness suffered by the Customer or any User arising whether directly or indirectly from accessing and using Data Service or playing any computer games through Data Service; and (vi) any disruption or suspension of Data Service or any part thereof which is attributable to an event or circumstance beyond PCCW mobile's reasonable control.
- 7.3 In the event that the provision of Data Service is undertaken by PCCW mobile's contractors, sub-contractors, service providers or agents (collectively referred to as "Independent Service Providers"), PCCW mobile disclaims for itself and on behalf of the Independent Service Providers all responsibilities or liabilities arising from the acts, default, neglect, omission and mistakes committed by the Independent Service Providers. In consideration of the services (including information and content services) provided by the Independent Service Providers to Corporate Customer, it is expressly acknowledged and agreed by Corporate Customer that PCCW mobile has the requisite authority to make the disclaimer on behalf of the Independent Service Providers and that this Clause 7.3 shall be extended to protect the Independent Service Providers and shall be relied upon by the Independent Service Providers as if they were parties to the contract with Corporate Customer.
- 7.4 Without limitation to any other provision in these terms and conditions, PCCW mobile expressly disclaims and excludes any liability whatsoever arising directly or indirectly from PCCW mobile exercising any of its rights under these terms and conditions.
- 7.5 Nothing in this Agreement shall operate to exclude or restrict either Party's liability:
- (a) for death or personal injury resulting from negligence of a Party;
 - (b) for fraud; or
 - (c) if such limitation or exclusion is prohibited by law.

8. Warranty

- 8.1 Corporate Customer is fully aware that the Geographic Information System and Location Data Service will enable Corporate Customer and PCCW mobile to keep track of Users' whereabouts and location. For the interest of Users' privacy, Corporate Customer warrants that it has procured the written consent from each User that PCCW mobile is authorized to disclose the Users' location data to Corporate Customer. The format of the written consent shall be in a form satisfactory to PCCW mobile and Corporate Customer. PCCW mobile declares that it provides the Best Available Location Data to Corporate Customer on the assumption that the consent remains valid and shall not be withdrawn.
- 8.2 PCCW mobile shall not disclose or make use of the location data of any User for any unauthorized purpose.
- 8.3 Save and except for the warranties expressly provided under this Agreement, PCCW mobile provides no warranty (express or implied) as to the title, fitness for a particular purpose, quality, merchantability and durability of the handset, mobile device and the Services to the Corporate Customer. The Corporate Customer's sole remedy against PCCW mobile shall be the right of termination in the event that PCCW mobile fails to provide the Services to the Corporate Customer and the Users. The Corporate Customer shall have no further right or claim against PCCW mobile.
- 8.4 PCCW mobile makes no warranty as to the quality and availability of any of the services, Network and customer service. PCCW mobile accepts no responsibility and Corporate Customer shall not hold PCCW mobile liable for any failure, interruption, delay, suspension or error on the part of PCCW mobile including without limitation, in relation to the Data Service, content, network, customer service and after-sale service.
- 8.5 PCCW mobile will use its best commercial endeavours to provide Data Service and other services to Corporate Customer without abnormal interruption.
- 8.6 Corporate Customer warrants that the person signing this Agreement has the due authority and capacity to act on its behalf.
- 8.7 All product liability relating to the equipment, Devices, handsets, terminals and accessories (collectively referred to as "Equipment") sold and/or supplied by PCCW mobile shall rest with the respective manufacturers solely in any event. PCCW mobile makes no warranty as to the safety and suitability of the Equipment. Corporate Customer and the Users shall read and get familiar with the user handbook / user manual (or equivalent) released by the respective manufacturers prior to using or operating the Equipment and shall not contravene any instruction, guidance or restriction therein specified. Corporate Customer expressly acknowledges and agrees that PCCW mobile's role is merely a reseller / distributor / integrator of the Equipment and that Corporate Customer and the Users shall not make any claim against PCCW mobile or hold PCCW mobile liable for any product liability either in contract law or tort law.

9. Intellectual Property Rights

- 9.1 All intellectual property rights of or developed by a Party shall belong to and vest in that Party solely. Neither Party shall use or associate to the other Party's business name, trade name, trade mark in any document or material without the prior written consent of the other Party. Each Party shall keep the other fully and effectively indemnified against all losses, damages, sufferings, costs and expenses arising from any infringement of intellectual property rights committed or allegedly committed by the former Party.
- 9.2 The intellectual property rights of the Java SIM card shall at all times vest in PCCW mobile. The Corporate Customer shall and ensures the Users shall refrain from doing anything to interfere with the Intellectual Property Rights of the Java SIM card.
- 9.3 Corporate Customer acknowledges and agrees that the intellectual property rights in Data Service and the content belong to PCCW mobile, its third party service providers and/or licensors and that nothing that it/he/she does will transfer any intellectual property rights therein to Corporate Customer.

10. Publicity

Either Party may at any time make disclosure about the cooperation herein if such disclosure is required by trade practice, applicable law, regulatory bodies, stock exchange or stock association rules, so long as the Party so required to make the disclosure, promptly upon learning of such requirement, notifies the other Party of such requirement in advance and (where practicable) discusses with the other Party in good faith the content of any such disclosure.

11. Non-Exclusivity

No exclusivity arrangement shall be created between PCCW mobile and Corporate Customer hereunder. PCCW mobile shall have the right to offer the same or similar services to any party.

12. Data Privacy & Provision of Information

- 12.1 PCCW mobile shall not disclose or make use of the location data of any User for any purpose other than those contemplated by this Agreement.
- 12.2 If the location data service is provided to Corporate Customer and the Users, Corporate Customer warrants that it has procured the written consent from each User that PCCW mobile is authorized to disclose the Users' personal data and/or location data to Corporate Customer. PCCW mobile declares that it provides the Users' personal data and/or location data to Corporate Customer on the assumption that the consent has not been withdrawn.
- 12.3 If PCCW mobile requests personal data from Corporate Customer that constitutes Personal Data (meaning Personal Data as defined in the Personal Data (Privacy) Ordinance, account information including data set out in this Agreement and any other personal information obtained from Corporate Customer or from another source), Corporate Customer may decline to provide the Personal Data but in that event PCCW mobile may decline to provide any of the Services to Corporate Customer or the Users.
- 12.4 The Corporate Customer agrees that PCCW mobile may use the Personal Data for any and all of the following purposes: (a) the provision of the Services to Corporate Customer and the Users (including the transfer of such Personal Data to other telecommunications network providers or third parties as necessary for the provision of any of the Services and/or the transfer of such Personal Data to Affiliates (meaning any other entity which directly or indirectly controls PCCW mobile, is controlled by PCCW mobile, or is under common control with PCCW mobile) as necessary for the provision of Services by PCCW mobile); (b) matching (as defined in the Personal Data (Privacy) Ordinance) the Personal Data with other data collected for other purposes and from other sources including third parties in relation to the provision of the Services; (c) marketing of goods and/or services by PCCW mobile, its agents, Affiliates and/or subsidiaries, in relation to the Services and/or the goods and services of such agents, Affiliates and/or subsidiaries; (d) business planning and improving of goods and/or services in relation to the provision of the Services and/or other goods and services of PCCW mobile and/or its Affiliates; (e) processing of any benefits arising out of or in connection with any of the Services and/or other goods and services of PCCW mobile and/or its Affiliates; (f) analysing, verifying and/or checking Corporate Customer's credit, payment and/or status in relation to the provision of any of the Services and/or other goods and services of PCCW mobile and/or its Affiliates; (g) processing of any payment instructions, direct debit facilities and/or credit facilities in relation to the provision of the Services and/or other goods and services of PCCW mobile and/or its Affiliates or requested by Corporate Customer; (h) enabling the daily operation of Corporate Customer's accounts with PCCW mobile and/or its Affiliates and/or the collection of amounts outstanding from Corporate Customer (which may include disclosing Corporate Customer's Personal Data to debt collection agencies) in relation to any of the Services, content and/or other goods and services provided by PCCW mobile and/or its Affiliates; (i) enabling PCCW mobile to comply with its obligations to interconnect or other industry practices; (j) keeping Corporate Customer and the Users informed of the Services and/or other goods and services of PCCW mobile and/or its Affiliates; (k) prevention or detection of crime; (l) disclosure as required or permitted by law; and (m) any other purposes as may be agreed to by the parties. The Corporate Customer agrees that the Personal Data may be disclosed and transferred in Hong Kong or to/in places

outside Hong Kong to PCCW mobile's Affiliates, agents, contractors, other telecommunications operators or any other third parties (including collection agencies, credit reference agencies, security agencies, credit providers or other financial institutions and any of PCCW mobile's actual or proposed assignees or transferees of PCCW mobile's rights with respect to Corporate Customer) for such person to use, disclose, hold, process, retain or transfer such Personal Data for the purposes listed in this Clause 8.4, or any other purposes incidental thereto.

- 12.5 The Corporate Customer shall, as soon as practicable, notify PCCW mobile of any changes of address or any other particulars provided to PCCW mobile which may affect the provision of any of the Services to Corporate Customer and the Users. On PCCW mobile's request, Corporate Customer shall provide PCCW mobile with information relating to Corporate Customer and the use of the Services by the Users as reasonably required by PCCW mobile: (a) to assist PCCW mobile in complying with PCCW mobile's obligations under any applicable law; (b) to report to any government agency regarding compliance with those obligations; and (c) to assess whether or not Corporate Customer has complied, is complying and will be able to continue to comply with all of his/her/its obligations under these terms and Conditions.

13. Confidentiality

- 13.1 Each Party ("receiving Party") shall at all times:
- (a) undertake to keep all Confidential Information it obtained from the other Party ("disclosing Party") confidential and not to disclose any such Confidential Information to any other person except with the written consent of the disclosing Party;
 - (b) use the Confidential Information only for the purpose directly related to this Agreement;
 - (c) restrict disclosure of the Confidential Information to its employees, agents, professional advisors or its Affiliates who have a genuine need to know only. The receiving Party shall ensure that such Confidential Information shall be handled with the same degree of care as it does with its own confidential information but shall in no event be less than a reasonable standard of care; and
 - (d) take precautions which may be reasonably necessary to guard the confidentiality of the Confidential Information, including, without limitation, informing its employees, agents, professional advisors and Affiliates who handle such Confidential Information that it is confidential and they should abide by the confidentiality obligations hereunder.
- 13.2 A receiving Party may disclose or use the Confidential Information without consent of the disclosing Party if:
- (a) the Confidential Information is lawfully in the possession of the receiving Party through sources other than the disclosing Party;
 - (b) the Confidential Information is generally and publicly available (except where such availability is due to a breach of this Agreement); or
 - (c) such disclosure or use is:
 - (i) required or authorized by the applicable law;
 - (ii) required by the listing rules of a stock exchange on which the receiving Party's securities or the securities of an Affiliate of the receiving Party are or will be listed or quoted; or
 - (iii) strictly required in connection with legal proceedings or a dispute resolution procedure relating to this Agreement.

Prior to any disclosure set forth in Clause 13.2 (c), the receiving Party shall provide written notification to the disclosing Party as soon as is reasonably possible. Such written notification shall include the reason for the disclosure and the information to be disclosed. Each receiving Party shall assist the disclosing Party, to the extent possible, in (i) restricting such disclosure to the minimum and (ii) procuring court order to protect the disclosing Party's Confidential Information.

14. Force Majeure

- 14.1 If either Party is affected by Force Majeure, it shall forthwith notify the other Party of the nature and extent thereof. Force Majeure shall mean any circumstances beyond the reasonable control of a Party, including without limitation, war, the threat of imminent war, riots or other acts of civil disobedience, insurrection, acts of God, restraints imposed by governments or any other industrial or trade disputes, fires, explosions, storms, floods, lightning, Tsunami, earthquakes and other natural calamities.
- 14.2 Neither Party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, non-performance or breach of any of its obligations hereunder to the extent that such delay, non-performance or breach is due to any Force Majeure of which it has notified the other Party pursuant to this Clause 14.
- 14.3 If the Force Majeure in question prevails for a continuous period in excess of three (3) months, the Parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable in the circumstances. In the event that no alternative arrangements can be reached in

accordance with this Clause 14.3, either Party may terminate this Agreement without liabilities towards the other Party.

15. Governing Law

This Agreement shall be governed and construed in accordance with the laws of Hong Kong and both Parties agree to submit to the exclusive jurisdiction of Hong Kong courts.

16. General

- 16.1 No partnership, joint-venture or agency is intended to be created between both Parties.
- 16.2 Corporate Customer shall not transfer or assign the rights herein whether in whole or in part to any third Party except with the prior written consent of PCCW mobile. PCCW mobile shall have the absolute discretion to assign or sub-contract the whole or any part of its rights and obligations hereunder to any other party or parties.
- 16.3 If any of these terms and conditions shall be construed to be illegal or invalid, it shall not affect the legality, validity and enforceability of the other provisions herein.
- 16.4 These terms and conditions constitute the whole agreement of the Parties in relation to its subject matter and no modification of these terms and conditions shall be effective unless it is made in writing. These terms and conditions supersede all previous agreements between the Parties whether oral or in writing concerning the subject matter hereof.
- 16.5 PCCW mobile reserves the right to unilaterally amend any or all these terms and conditions by posting the details of such amendments on www.pccwmobile.com; such amendments to take effect immediately upon such posting.

17. Special Terms and Conditions

Corporate Customer agrees to be bound by the special terms and conditions (if any) for Data Service or incidental services promulgated by PCCW mobile from time to time. In the event of conflict between the special terms and conditions and these terms and conditions, the special terms and conditions shall prevail.