

本網站使用條款

1. 本條款及條件

- (a) 請細閱本條款及條件，它們適用於您對本互聯網站（「本網站」）的使用。您使用本網站即表示同意受本條款及條件約束。
- (b) 我們以技術操作本網站。可是，我們對本網站的一些內容沒有編輯管制。並且，在某些情況下，其他人士會在本網站內提供內容或操作本網站某些部分或提供一些您可以透過本網站閱覽或進入的其他互聯網站（「第三方供應商」）。
- (c) 我們可能不時更新此張貼以修訂本條款及條件。經修訂的條款將於張貼日起生效。

2. 登記

- (a) 您可能須預先登記才可進入本網站某些部分（「入門分站」）。當登記時，您：
 - (i) 提供的登記資料必須為準確、完整及最新；
 - (ii) 必須妥善保障由我們提供的使用名稱及密碼；及
 - (iii) 授權我們假設任何以您之使用名稱及密碼使用本網站的人士是您或已獲得授權代表您的人士。
- (b) 您確認在使用一些入門分站時，可能受到附加條款及條件管轄。在這情況下，您將會相應地收到通知，而且：
 - (i) 除了本條款及條件外，該等附加條款及條件亦將適用於您對入門分站的使用；及
 - (ii) 倘若該等附加條款及條件與本條款及條件不一致，將以該等附加條款及條件為準。

3. 服務

- (a) 您確認我們可以憑獨有的酌情決定權，在已經或沒有向您發出通知的情況下：
- (i) 更改本網站或本網站任何部分（包括需要您登記的任何入門分站）；及
 - (ii) 修改或終止本網站、本網站任何部分及本網站提供的服務。

4. 費用

- (a) 我們保留權利，在任何時間就進入或使用本網站之全部或某些部分：
- (i) 收取費用；及
 - (ii) 更改或修訂涵蓋此等收費的條款及條件。
- (b) 上述第4(a)條所提及的收費之引入或關於收費之條款及條件的修訂，均被視為（在我們獨有的酌情決定權下）：
- (i) 本條款及條件之修訂；或
 - (ii) 管轄入門分站之條款及條件之引用或修訂。
- 而您將相應地接獲通知及受該些新或經修訂的條款及條件約束。

5. 本網站內容

- (a) 您確認內容受版權及可能涉及的其他知識產權（「**知識產權**」）所限制。除非您在法律範圍下得到明示授權，否則您不得親自、或參與或容許任何其他人士直接或間接地作以下的行為：
- (i) 在未得我們事前的書面同意下，銷售、複製、分銷、修改、展示、公開表演任何內容、準備任何基於內容而製成的衍生產品、再張貼或以其他形式使用任何內容以達致任何公開或商業目的；
 - (ii) 於任何其他網站上或網絡電腦環境下使用任何內容以達致任何目的；
 - (iii) 對任何包含下載軟件的內容作推翻工程；或
 - (iv) 在使用本網站或任何內容時，以其他方式侵犯任何人士的知識產權。
- (b) 除非另有明文規定，否則您在本網站所作的或所作與本網站有關的任何事情都不會構成任何知識產權的轉讓或許可您行使任何知識產權。

6. 您使用本網站

- (a) 您不得張貼以下任何內容：

- (i) 您無權張貼的內容；
- (ii) 誹謗或藐視任何法律或其他程序的內容；
- (iii) 具有誤導或欺詐成分的內容；
- (iv) 煽動仇恨或歧視根據膚色、種族、性別、出身、國籍或人種或民族本源定義的任何人群的內容；
- (v) 譴責宗教或政治信仰的內容；
- (vi) 包含令人反感或可能令人反感的宗教或政治材料的內容；
- (vii) 不雅、淫褻、粗俗、色情、令人反感或存在問題的內容；
- (viii) 具有威脅性質的內容；
- (ix) 可能會造成滋擾、不便或焦慮的內容；
- (x) 可能會鼓勵犯罪、擾亂公共秩序、暴力或仇恨的內容；
- (xi) 可能會損害公眾健康、安全或道德的內容；
- (xii) 侵犯其他人士的任何版權、商標、專利或其他知識產權的內容；
- (xiii) 包含任何未經請求或未經授權的廣告或宣傳材料的內容；
- (xiv) 包含任何旨在干擾、破壞或限制任何電腦軟件或硬件功能的病毒或類似軟件或資料的內容；或
- (xv) 假冒任何人士或謊稱您與任何人士的關係的內容。

(b) 您不得：

- (i) 擾亂或干擾本網站或伺服器或其他軟件、硬件或接連至或經過本網站的設備；
- (ii) 違反任何有關您使用本網站的適用法律；或
- (iii) 收集或儲存本網站其他用戶的個人資料。

7. 其他用戶內容

(a) 本網站可能包括本網站用戶（包括您）上載、張貼、發送電郵或透過其他電子方式傳送（將相應地詮釋為被「張貼」，及會「張貼」）的內容（「用戶內容」）。

(b) 我們並無對用戶內容進行監控或編輯管制，但我們保留權利：

- (i) 進入或檢查任何用戶內容；及
- (ii) 我們可酌情移動、移除或禁止用戶進入我們全權認為違反任何適用法律或在其他方面不被接納的內容。

(c) 就您張貼的任何內容而言，您授予我們一項永久性、不可撤回、免使用費的特許，允許我們在全球範圍內使用、複製、修改、改編、出版、翻譯有關內容、轉授其特許或利用有關內容創作衍生產品、將有關內容納入其他作品（無論是否以電子方式）、分發、表演及展示有關內容（無論全部或部分）。

(d) 您確認我們可根據任何適用指引，例如有關您獲分配的儲存期限或磁碟空間上限的指引，刪除您張貼的內容。

8. 第三方供應商

(a) 您確認：

(i) 本網站之某些部分；及

(ii) 內容之某些部分

是由第三方供應商而不是由我們提供或維持。

(b) 您與任何第三方供應商之通訊或交易，純屬您與該第三方供應商之間的事宜。您同意，對於由該等交易引起之任何損失或損害，我們概不會承擔法律責任或負責。

9. 連結及廣告

(a) 我們並沒有檢閱所有連結本網站的網站。對於任何非本網站網頁或任何其他連結本網站的網站（包括但不限於透過廣告或任何搜尋引擎所連結的網站）的內容或準確性，我們概不負責。

(b) 有些在本網站出現的連結是自動產生的，而這些連結可能對一些人士是厭惡性的或不適當的。納入任何連結並不表示我們認可該連結網站，而您使用這些連結時須自負風險。

(c) 您與本網站內的廣告商之間的通訊或交易，或您就廣告商推銷的參與，純屬您與該廣告商之間的事宜。

(d) 對於因任何此等交易或由於廣告在本網站內的出現而引致的任何類型之任何損失或損害，我們概不會承擔法律責任或負責。

10. 個人資料及曲奇

(a) 在使用本網站時，您可能會向我們提供個人資料（私隱）條例內所界定的「個人資料」。您享有一些此等個人資料的權利。您使用本網站即表示同意我們根據我

們的私隱政策聲明 (請於<http://www.hkt.com/Privacy+Statement>參閱) 使用您的個人資料。

(b) 當您使用本網站時，我們可能將俗稱「曲奇」的資料發送予您的電腦及要求您的電腦發出它們。您不得更改任何從本網站發送至您電腦的曲奇。您必須確保您電腦就本網站任何有關要求而發出的曲奇均為正確及準確。

(c) 我們可能使用第三方廣告公司 (例如廣告公司，如：DoubleClick) 以處理本網站及其他網站的廣告。這些第三方廣告公司可能會使用與您到訪本網站及其他網站有關的資料 (不包括您的姓名、地址、電郵地址或電話號碼)，以衡量廣告的效力，以及提供您感興趣的產品和服務的廣告。有關DoubleClick 如何使用「曲奇」、其搜集資料慣例，以及停止使用DoubleClick 的程序的進一步詳情，請瀏覽 www.google.com.hk/policies/privacy/。

(d) 我們可能在本網站使用由第三方供應商提供的網站分析服務及工具 (例如 Google, Inc.提供的 Google Analytics (分析)) 以協助我們監控及分析本網站訪客流量、行為及統計。為此目的，Google Analytics (分析) 主要使用儲存非個人識別資料的第一方曲奇，向我們報告用戶在本網站的互動情況。有關 Google Analytics (分析) 的進一步詳情，請瀏覽 www.google.com/analytics/。有關 Google Analytics (分析) 如何收集及處理資料，請瀏覽 www.google.com/policies/privacy/partners/ 參看「GOOGLE如何運用來自採用GOOGLE服務的網站和應用程式的資訊」。

11. 您承擔使用本網站之風險

(a) 您承擔使用本網站之風險。您必須評估及承擔所有與使用任何內容有關的風險，包括依賴任何內容之準確性、完整性或有用性。尤其是，由本網站或透過本網站提供有關公司、投資或證券的資料，僅供備知。關於任何內容，您應自行尋求獨立意見。

(b) 我們將盡力提供本網站並使其成為一個既方便又具功能性的網站，但我們不能保證內容完全無誤或本網站或操作本網站之伺服器完全沒載有任何病毒或其他有害成分。

(c) 雖然我們會盡合理的努力保存內容，但我們並不承諾就內容提供支援或維修服務。我們強烈建議您對您在本網站張貼、保存或使用的內容進行備份。

(d) 倘若您因使用本網站以致需要維修或更換財產、材料、設備或數據，我們將不會承擔有關費用。

(e) 在不局限上文的原則下，本網站的一切均以「當時」情況及「當時可供使用」的情況提供，並不包含任何形式（不論明示或暗示）的保證或條件，包括但不限於任何隱含的有關可銷售性、對特殊用途的適用性或非侵權性的保證。在任何適用法律可容許的範圍內，我們免除所有聲明及保證。

(f) 倘若司法管轄區不容許以上第11(e)條的隱含保證的免除，但卻容許有一定最大程度的責任限制，則我們的保證會局限至該程度。

12. 責任限制

(a) 對您因進入、依賴或使用或不能使用本網站及其內容，而引起的任何直接、附帶引起、相應或間接的損害、損失或數據損壞，溢利、商譽、優惠買賣或機會的損失，或預期節省的損失，或任何其他損失，不論是基於保證、合同、侵權、疏忽或任何其他法律理論，也不論我們是否獲悉該等損害的可能性，我們概不負責。

(b) 倘若司法管轄區並不容許根據以上第12(a)條的責任免除或限制，但卻容許有一定最大程度的責任限制，則我們的責任會局限至該程度。

13. 取消登記

(a) 在您須向我們登記的情況下，您可於任何時間通知我們取消有關登記。

(b) 倘若您在一段時間內未有瀏覽本網站，或我們合理地相信您已抵觸任何適用法律、您的行為與本條款及條件之精神不一致，或已觸犯我們或其他方之權利，我們可取消您的登記。

(c) 取消登記後，您可能無法再進入您在本網站張貼或在本網站或透過本網站保存的內容，我們可能會刪除這些材料。

(d) 本條款及條件中「您承擔使用本網站之風險」（第11條）、「責任限制」（第12條）及「一般事項」（第15條）項下之條文於您取此消登記或此登記終止後繼續生效。

14. 通告

(a) 我們會在本站內張貼任何必須給予您的通告。您同意：

(i) 查看本網站上的通告；及

(ii) 當通告張貼於本網站時，即視為您已收到該通告。

15. 一般事項

(a) 倘若本條款及條件中任何部分在法律上不能執行，則該部分會於法律容許的最大可能範圍內生效，而其他部分則仍完全有效力及作用。

(b) 本條款及條件受香港法律所管轄。您當不可撤回地接受香港法院的專屬司法管轄權。

(c) 由於您使用或被指稱使用本網站或內容，或因您違反本條款及條件所引起的任何索償、訴訟或索求，包括但不限於合理法律及會計費用，您同意代我們抗辯，向我們賠償及使我們、我們的主管、董事、職員及代理人免受損害。

(d) 本條款及條件以其英文本為準，中文本（如有）僅供備知。

16. 定義

(a) 「**適用法律**」指就任何人士、行為或事情而言，以下有關該人士、行為或事情的適用法律：

(i) 任何國家（或國家之政治分權）的法律、法規或規定；

(ii) 任何國家（或國家之政治分權）頒發任何許可證內之任何責任；及

(iii) 任何國家（或國家之政治分權）的監管制度下任何具有法律性及約束性的裁決、判決或指引。

(b) 「**內容**」包括您可在或透過本網站所見、所閱讀、所聽、所下載或所進入的事物（包括但不限於訊息、檔案、數據、軟件、圖像、照片、圖解、文本及其他材料）。

(c) 「**香港**」指中華人民共和國香港特別行政區。

(d) 「**我們**」或「**我們的**」指Hong Kong Telecommunications (HKT) Limited。

Terms of Use of this Site

1. These Terms and Conditions

(a) Please read these Terms and Conditions carefully as they apply to your use of this Internet site ("**Site**"). By using the Site, you agree to be bound by these Terms and Conditions.

(b) We technically operate the Site. However, we exercise no editorial control over much of the Content on the Site and in many cases, other persons provide the Content on the Site or operate parts of the Site or other Internet sites you may view or access through the Site ("**Third Party Providers**").

(c) We may revise these Terms and Conditions from time to time by updating this posting. The revised terms will take effect when they are posted.

2. Registration

(a) You may be required to register with us in order to access certain parts of the Site ("**Sub-Portal**"). Where you are required to register:

(i) you must provide us with accurate, complete and updated registration information;

(ii) you must safeguard any user name and password which we provide to you; and

(iii) you authorise us to assume that any person using the Site with your user name and password is either you or is duly authorised to act for you.

(b) You acknowledge that your use of some Sub-Portals may be governed by additional terms and conditions. Where this is the case, you will be notified accordingly, and those additional terms and conditions:

- (i) will apply to your use of such Sub-Portal in addition to these Terms and Conditions; and
- (ii) will prevail over these Terms and Conditions to the extent of any inconsistency.

3. Services

- (a) You acknowledge that we may, in our sole discretion and with or without notice:
 - (i) vary the Site or any part of the Site (including any Sub-Portal for which you are required to register); and
 - (ii) modify or discontinue this Site, any part of the Site and the services available on it.

4. Fees

- (a) We reserve the right at any time to:
 - (i) charge fees; and
 - (ii) vary or amend the terms and conditions which cover such fees, for access to or use of all or some parts of the Site.
- (b) The introduction of charges or amendments to terms and conditions referred to in Clause 4(a) will be treated as (at our sole discretion):
 - (i) amendments to these Terms and Conditions; or
 - (ii) the introduction of, or amendments to, terms and conditions which govern a Sub-Portal, and you will be notified and bound by those new or amended terms and conditions accordingly.

5. Site Content

- (a) You acknowledge that Content on the Site is subject to copyright and possibly other intellectual property rights ("**Intellectual Property Rights**"). Unless you are expressly authorised by law, you must not

yourself, or participate in or permit any other person, to, directly or indirectly:

- (i) sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, repost or otherwise use any of the Content in any way for any public or commercial purpose without our prior written consent;
- (ii) use any Content on any other web site or in a networked computer environment for any purpose;
- (iii) reverse engineer any Content consisting of downloadable software; or
- (iv) otherwise infringe the Intellectual Property Rights of any person in using the Site or any Content.

(b) Nothing you do on or in relation to the Site will transfer any Intellectual Property Rights to you or licence you to exercise any Intellectual Property Rights unless this is expressly stated.

6. Your Use of the Site

(a) You must not Post any Content that:

- (i) you do not have the right to post;
- (ii) is defamatory or in contempt of any legal or other proceedings;
- (iii) is misleading or deceptive;
- (iv) incites hatred or discrimination against any group of persons being a group defined by reference to colour, race, sex, origin, nationality or ethnic or national origins;
- (v) denounces religious or political beliefs;
- (vi) includes religious or political material which is or is likely to be offensive;

- (vii) is indecent, obscene, vulgar, pornographic, offensive or of doubtful propriety;
- (viii) is of a menacing character;
- (ix) is likely to cause annoyance, inconvenience or anxiety;
- (x) is likely to encourage crime, public disorder, violence or hatred;
- (xi) is likely to damage public health, safety or morals;
- (xii) infringes any copyright, trade mark, patent or other intellectual property right of another person;
- (xiii) contains any unsolicited or unauthorised advertising or promotional material;
- (xiv) contains viruses or similar software or data which is designed to interrupt, destroy or limit the functionality of any computer software or hardware; or
- (xv) impersonates any person or misrepresents your relationship with any person.

(b) You must not:

- (i) disrupt or interfere with the Site or servers or other software, hardware or equipment connected to or via the Site;
- (ii) violate any Applicable Law relating to your use of the Site; or
- (iii) collect or store personal data about other users of the Site.

7. Other User Content

(a) The Site may contain Content uploaded, posted, emailed or otherwise electronically transmitted ("**Posted**", and to "**Post**" shall be construed accordingly) by users of the Site, including you ("**User Content**").

(b) We do not monitor or exercise editorial control over User Content. However, we reserve the right:

- (i) to access or examine any User Content; and
- (ii) at our discretion move, remove or disable access to User Content which we consider, in our sole opinion to breach any Applicable Law or to be otherwise unacceptable.

(c) In relation to any Content Posted by you, you grant us a perpetual, irrevocable, royalty-free licence throughout the world to use, reproduce, modify, adapt, publish, translate, sublicense, create derivative works from, incorporate in other works (whether electronic or not), distribute, perform and display such Content, whether in whole or in part.

(d) You acknowledge that we may remove Content Posted by you in accordance with any applicable guidelines, such as guidelines relating to period of storage or the maximum disc space which is allotted to you.

8. Third Party Providers

(a) You acknowledge that:

- (i) parts of the Site; and
- (ii) parts of the Content,

are provided or maintained by Third Party Providers and not by us.

(b) Your correspondence or dealings with any Third Party Provider are solely between you and that Third Party Provider, and you agree that we will not be liable or responsible for any loss or damage of any sort incurred as the result of such dealings.

9. Links and Advertisements

(a) We have not reviewed all of the sites linked to the Site and are not responsible for the content or accuracy of any off-site pages or any other sites linked to the Site (including without limitation sites linked through advertisements or through any search engines).

(b) Some links which appear on the Site are automatically generated, and may be offensive or inappropriate to some people. The inclusion of any link does not imply that we endorse the linked site, and you use the links at your own risk.

(c) Your correspondence or dealings with, or participation in promotions of, advertisers on the Site are solely between you and such advertisers.

(d) We will not be liable or responsible for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of advertisements on the Site.

10. Personal Data and Cookies

(a) In using the Site you may give us "personal data" as defined in the Personal Data (Privacy) Ordinance. You have certain rights in this personal data. By using the Site you grant us the consent to use your personal data in accordance with our Privacy Policy Statement (available at <http://www.hkt.com/Privacy+Statement>).

(b) During your use of the Site, we may issue to and request from your computer blocks of data known as "cookies". You must not alter any cookies sent to your computer from the Site and you must ensure that your computer sends correct and accurate cookies in response to any relevant request from the Site.

(c) We may use Third Party Providers (e.g. advertising company such as DoubleClick) to serve advertisement on the Site and other web sites. These Third Party Providers may use information (not including your name, address, email address or telephone number) about your visits to the Site and other web sites in order to measure advertising effectiveness and to provide advertisements about goods and services of interest to you. To find out more about the use of cookies and the

information-gathering practices and opt-out procedures of DoubleClick, please go to www.google.com.hk/policies/privacy/.

(d) We may use web analytic service and tools provided by Third Party Providers (e.g. Google Analytics provided by Google, Inc.) on the Site to help us monitor and analyse visitor traffic, behaviour and statistics on the Site. To do so, Google Analytics mainly uses first-party cookies, which store non-personally identifiable information, to report to us on user interactions on the Site. For more details on Google Analytics, please visit www.google.com/analytics/. To find out how Google Analytics collects and processes data, please go to the site "How Google uses information from sites or apps that use our services" located at www.google.com/policies/privacy/partners/.

11. The Use of the Site Is At Your Risk

(a) You use the Site at your risk. You must evaluate and bear all risks associated with the use of any Content, including reliance on the accuracy, completeness or usefulness of any Content. In particular, where information relating to companies, investments or securities is provided on or via the Site, such information is provided for information purposes only. You should seek your own independent advice with respect to any Content.

(b) We endeavour to provide a convenient and functional Site, but we do not guarantee that the Content will be error free or that the Site or the server that operates it are free of viruses or other harmful components.

(c) Although we will use reasonable endeavours to maintain the Content, we do not undertake to provide support or maintenance services for the Content. We urge you to keep backup copies of Content you Post to, maintain on or use with the Site.

(d) If your use of the Site results in the need for servicing or replacing property, material, equipment or data, we will not be responsible for such costs

(e) Without limiting the above provisions, everything on the Site is provided to you "as is" and "as available" without warranty or condition of any kind, either expressed or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. We exclude all representations and warranties to the fullest extent permissible under any Applicable Law.

(f) If a jurisdiction does not allow the exclusion of implied warranties in accordance with Clause 11(e) but allows limitations of a certain maximum extent then we limit our warranties to that extent.

12. Limitation of Liability

(a) We will accept no liability whatsoever for any direct, incidental, consequential or indirect damages, loss or corruption of data, loss of profits, goodwill, bargain or opportunity or loss of anticipated savings or any other loss resulting from your access to, reliance on, or use of, or inability to use the Site and the Content, whether based on warranty, contract, tort, negligence or any other legal theory, and whether or not we know of the possibility of such damage.

(b) If a jurisdiction does not allow the exclusion or limitation of liability in accordance with Clause 12(a) but allows a limitation of a certain maximum extent then our liability is limited to that extent.

13. Cancellation of Registration

(a) Where you are required to register with us, you may cancel such registration at any time by notifying us.

(b) We may cancel your registration if you do not visit the Site for an extended period of time, or if we reasonably believe that you have violated any Applicable Laws, acted inconsistently with the spirit of these Terms and Conditions, or have violated our rights or those of another party.

(c) When your registration is cancelled, you may no longer have access to Content you have Posted to, or which you keep on or via, the Site, and we may delete such material.

(d) The provisions of these Terms and Conditions entitled "The Use of the Site Is At Your Risk" (Clause 11), "Limitation of Liability" (Clause 12) and "General Provisions" (Clause 15) will survive cancellation of your registration or termination of this registration.

14. Notices

(a) We will give you any necessary notices by posting them on the Site.

You agree:

(i) to check the Site for notices; and

(ii) that you will be considered to have received a notice when it is made available to you by posting on the Site.

15. General Provisions

(a) If any part of these Terms and Conditions is held to be unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remainder will remain in full force and effect.

(b) These Terms and Conditions will be governed by the laws of Hong Kong. You irrevocably submit to the exclusive jurisdiction of the courts of Hong Kong.

(c) You agree to defend, indemnify, and hold harmless us, our officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of the Site or the Content or your breach of these Terms and Conditions.

(d) The English version of these Terms and Conditions shall prevail over any Chinese version (if any) which is provided for information purposes only.

16. Definitions

(a) "**Applicable Law**" in relation to any person, action or thing means the following in relation to that person, action or thing:

(i) any law, rule or regulation of any country (or political sub-division of a country);

(ii) any obligation under any licence in any country (or political sub-division of a country); and

(iii) any lawful and binding determination, decision or direction of a regulator in any country (or political sub-division of a country).

(b) "**Content**" includes things that you may see, read, hear, download or access on or via the Site (including but not limited to messages, files, data, software, images, photographs, illustrations, text and other materials).

(c) "**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China.

(d) "**We**" or "**us**" or "**our**" means Hong Kong Telecommunications (HKT) Limited.