

**TELECOMMUNICATIONS ORDINANCE
(Chapter 106)**

CLASS LICENCE

Section 8(1)(aa) of the Telecommunications Ordinance

OFFER OF TELECOMMUNICATIONS SERVICES

The Telecommunications Authority, in exercise of the powers conferred on him by sections 7(5) and 7B(2) of the Telecommunications Ordinance (Cap 106), publishes this Licence on this 26th day of November, 2010.

1. Interpretation

1.1 In this Licence

“Authority” means the Telecommunications Authority¹ appointed under section 5 of the Ordinance;

“Class 1 service” means an internal telecommunications service

- (a) for carrying real-time voice communications which may be integrated with other types of communications;
- (b) which is capable of allowing customers to make and receive calls to and from parties assigned with numbers from the numbering plan of Hong Kong;
- (c) to which customers are assigned with numbers from the numbering plan of Hong Kong; and

¹ Pursuant to Section 27 of the Communications Authority Ordinance, the “Telecommunications Authority” referred to in this Class Licence shall be construed as the “Communications Authority”.

(d) which is not a “Class 2 service” as defined in this Licence.

“Class 2 service” means an internal telecommunications service

- (a) for carrying real-time voice communications which may be integrated with other types of communications;
- (b) which is capable of allowing customers to make or receive calls to and from parties assigned with numbers from the numbering plan of Hong Kong;
- (c) to which customers are assigned with numbers from the numbering plan of Hong Kong; and
- (d) in the provision of which –
 - (i) the Class Licensee (and where appropriate its agents, contractors and resellers) in all promoting, marketing or advertising materials concerning such service declares the service as a “Class 2 service” (where the materials are in English text), or “第二類服務” (where the materials are in Chinese text); or
 - (ii) the Class Licensee, in lieu of (i), complies with such conditions as may be specified by the Authority in a direction that may be issued by the Authority.

“Class Licensee” means a person licensed under Condition 2.1 of this Licence;

“licensed telecommunications operators” means fixed telecommunications network services operators, fixed carriers, public radiocommunications service operators, mobile carriers, public non-exclusive telecommunications services operators, services-based operators or any telecommunications operators licensed under the Ordinance with whom a Class Licensee has entered into an agreement, arrangement or understanding for the provision of any telecommunications service;

“the Ordinance” means the Telecommunications Ordinance (Cap 106).

1.2 Any word or expression used in this Licence shall, unless otherwise provided, have the same meaning as it has in the Ordinance or regulations made under the Ordinance.

1.3 For the purposes of interpreting this Licence, headings and titles shall be disregarded.

2. Grant of Licence

2.1 Subject to Condition 2.2 and the terms and conditions of this Licence, a person is licensed to offer in the course of business a telecommunications service.

2.2 A person referred to in Condition 2.1 is not licensed to establish or maintain any means of telecommunications for the purpose of offering telecommunications services under this Licence.

3. General

3.1 This Licence shall not be construed as granting an exclusive right to the Class Licensee.

3.2 The grant of this Licence does not authorize the Class Licensee to do anything which infringes any exclusive right to provide telecommunications circuits or services granted under the Ordinance or other Ordinance.

3.3 This Licence shall remain in full force unless expressly revoked by the Authority.

4. Compliance

4.1 The Class Licensee shall comply with the Ordinance, regulations made under the Ordinance, licence conditions or any other instruments which may be issued by the Authority under the Ordinance and such guidelines

or codes of practices which may be issued by the Authority as in his opinion are suitable for the purpose of providing practical guidance on any particular aspect of any conditions of this Licence.

- 4.2 If the Class Licensee employs any person under contract for the purpose of the offering a telecommunications service under this Licence (a “contractor”), the Class Licensee shall continue to be responsible for compliance with the conditions of this Licence, and the performance thereof, by the contractor.

5. Provision of Information to the Customers

- 5.1 Without prejudice to the other terms and conditions of this Licence, the Class Licensee shall provide or make available the following information to the customers when the services are offered:

- (a) Name of the Class Licensee;
- (b) Company registration number of the Class Licensee under the Companies Ordinance (Cap 32) or the number of the business registration certificate issued to the Class Licensee under the Business Registration Ordinance (Cap 310);
- (c) Customer service hotline number(s);
- (d) Where applicable, the access code(s) or number(s) (including any access password) used for obtaining the services;
- (e) Instructions on how to access the services;
- (f) the tariffs under which the services are offered; and
- (g) the duration or validity period of the services offered.

6. Offer of Satisfactory Service

- 6.1 The Class Licensee shall at all times and from time to time during the subsistence of this Licence offer services under this Licence in a manner

satisfactory to the Authority.

7. Inspection

- 7.1 On receiving reasonable prior written notice from the Authority, the Class Licensee shall allow the Authority and any person authorized in writing by him for the Authority's own purposes to enter and inspect the offices, places and premises in Hong Kong where the Class Licensee has used in relation to the offer of services under this Licence, to verify that the Class Licensee is in compliance with the conditions of this Licence and the Ordinance.
- 7.2 The Class Licensee shall permit the Authority or any person authorized by him in writing for the Authority's own purpose to inspect and if required to make copies of records, documents and accounts relating to the Class Licensee's business for the purpose of enabling the Authority to perform his functions under the Ordinance and this Licence and to ensure the Class Licensee's compliance with the conditions of this Licence and the Ordinance.

8. Requirement to Furnish Information to the Authority

- 8.1 The Class Licensee shall furnish to the Authority, in such manner and at such times as the Authority may request in writing, such information related to the business, including financial information, accounts, traffic information, technical configuration, circuit routing and other records or information as the Authority may reasonably require in order to perform his functions under the Ordinance and this Licence and to ensure the Class Licensee's compliance with the conditions of this Licence and the Ordinance.
- 8.2 Where the Authority proposes to disclose information obtained and the Authority considers that the disclosure would result in the release of information concerning the business or commercial or financial affairs of the Class Licensee which disclosure would or could reasonably be expected to adversely affect the Class Licensee's lawful business or commercial or financial affairs, the Authority will give the Class Licensee a reasonable opportunity to make representations on the

proposed disclosure before the Authority makes a final decision whether to disclose the information.

- 8.3 Without limiting the generality of Condition 8.1, the Class Licensee shall, upon request by the Authority, supply to the Authority, at such intervals and on/before such deadlines as may be specified by him in the request, copies of agreements, contracts, invoices, statements and other relevant documents as may be specified by the Authority to show the arrangements that the Class Licensee has entered into with such person(s) and / or telecommunications operators in relation to the services offered by the Class Licensee under this Licence.

9. Confidentiality of Customer Information

- 9.1 The Class Licensee shall not disclose information of a customer except with the consent of the customer, which form of consent shall be approved by the Authority, except for the prevention or detection of crime or the apprehension or prosecution of offenders or except as may be authorized by or under any law.

- 9.2 The Class Licensee shall not use information provided by its customers or obtained in the course of offer of services to its customers other than for and in relation to the services offered by the Class Licensee under this Licence.

10. Billing or Charging Accuracy

- 10.1 The Class Licensee shall take all reasonable steps to ensure that any billing or charging equipment used in connection with the services offered under this Licence is accurate and reliable. The Class Licensee shall, in relation to the billing or charging system used for the offer of the services, keep such records and make them available for inspection by the Authority.

- 10.2 Upon written request of the Authority, the Class Licensee shall conduct or take all practicable steps to procure the tests on billing or charging equipment to assess its accuracy, reliability and conformity to the technical standards, if any, specified by the Authority. The Class

Licensee shall submit the test result to the Authority within 14 days after the date of the test or such other longer period as the Authority may determine.

11. Tariffs

11.1 The Class Licensee shall publish and charge no more than the tariffs for the services offered under this Licence. The tariffs shall include the relevant terms and conditions for the offer of the services. The licence shall comply with any code of practice which may be issued by the Authority from time to time concerning the publication of tariffs and the relevant terms and conditions for the offer of the services.

~~**12. Unsolicited Advertisements**~~

~~12.1 The Class Licensee shall not use the services, and shall endeavour to prevent the services from being used by any user, for the transmission of unsolicited advertising information or unsolicited promotional information and shall comply with all codes of practice which may be issued by the Authority from time to time concerning unsolicited advertising information or unsolicited promotional information.~~

13. Numbering Plan and Related Matters

13.1 The Class Licensee shall conform to any numbering plan made or approved by the Authority and any code of practice or direction given by the Authority in respect of the numbering plan.

13.2 The Class Licensee shall conform to any regulatory guide, code of practice or direction relating to the use or assignment of number, access code or calling line identification issued by the Authority.

14. Telecommunications Number Translation Device

14.1 The Class Licensee shall comply with any directions given in writing by the Authority in relation to the use of a telecommunications number translation device for access to the service.

14.2 The Class Licensee shall bear all the costs and financial losses incurred due to full compliance with the directions mentioned in Special Condition 14.1.

14.3 In this condition, “telecommunications number translation device” shall mean a device which translates a number input via the normal dialing pad into another number for access to specified destinations or services, but does not include a device which generates such a number upon input through a special function key or a combination of special function keys and the normal dialing pad. The “normal dialing pad” means the dialing pad comprising the buttons for digits 0 to 9, and for “*” and “#”.

15. Compliance with Codes of Practice

15.1 Without limiting or affecting in any way the Class Licensee’s obligations under any other licence condition, the Class Licensee shall comply with any code of practice or guideline which may be issued by the Authority from time to time for the purpose of providing practical guidance to the Class Licensee in respect of:

- (a) the offer or provision of satisfactory service;
- (b) the protection of customer information; and
- (c) the protection and promotion of the interests of consumers of telecommunications goods and services.

15.2 Before issuing any code of practice or guideline referred to in Special Condition 15.1, the Authority shall carry out such consultation as is reasonable in all the circumstances of the case.

16. Offer of Class 1 or Class 2 Service

16.1 Where the Class Licensee offers a Class 1 or Class 2 service under this Licence, the provisions set out in the Schedule shall apply in relation to the Class 1 or Class 2 service offered.

17. Service Contracts and Dispute Resolution

- 17.1 The Class Licensee shall comply with all codes of practice issued by the Authority from time to time in respect of the requirements to apply in the contracting of telecommunications services to end users.
- 17.2 The contracting requirements referred to in Condition 17.1 may include the following –
- (a) the style, format and structure of service contract documentation;
 - (b) the manner of entering into and terminating service contracts;
 - (c) the information to be included in or in connection with service contracts and the performance of the services;
 - (d) the submission of disputes between end users and the providers of telecommunications services to independent dispute resolution, pursuant to a scheme approved by the Authority; and
 - (e) other terms and conditions or provisions for the protection of the interests of end users.
- 17.3 Before issuing any code of practice for the purposes of Condition 17.1, the Authority shall carry out such consultation as is reasonable in the circumstances.

SCHEDULE

Provisions that Apply where the Class Licensee Offers Class 1 or Class 2 Service (Condition 16)

1. Emergency Call Service

- 1.1 For the sole purpose of enabling Hong Kong Police Emergency Centre or other entity as directed by the Authority to respond to and (as appropriate) identify a public emergency call made by a customer of the Class Licensee whose location is potentially nomadic, the Class Licensee shall
- (a) provide free of charge the most up-to-date location information of a customer calling the emergency service (whose location is potentially nomadic) to the Hong Kong Police Emergency Centre or other entity as directed by the Authority;
 - (b) provide or make available a mechanism whereby the customers of the Class Licensee can update their location information; and
 - (c) remind the customers to update their location information whenever they change the location from which the service is used.
- 1.2 The Authority may grant exemption to the Class Licensee for any particular obligations imposed under Clause 1.1. The Class Licensee shall comply with any conditions which may be specified by the Authority or any guideline which may be issued by the Authority for such exemption.
- 1.3 Where the Class Licensee is exempted by the Authority from the provision of a public emergency call service pursuant to Clause 1.1 for any particular group of customers, it shall clearly indicate the non-provision of the public emergency call service to that group of customers in all promotion, marketing or advertising materials offering service to the customers and obtain their explicit consent on the non-provision of the public emergency call service before providing

service to them.”

2. Backup Power Supply

- 2.1 Unless there is backup power supply available in such manner as may be specified by the Authority to maintain continuity of the service offered by the Class Licensee without any deterioration in quality of the service during interruption of mains power supply on the customer’s premises, to the network, or to any system or equipment delivering the service to the customer, the Class Licensee shall not provide the service to users whose “lifeline devices” are connected to the service.
- 2.2 Where no backup power supply is available in such manner as described in Clause 2.1, the Class Licensee is deemed to have complied with Clause 2.1 if
 - (a) the customers have, before or upon subscription of service, confirmed that the service will not be used by lifeline users or connected with lifeline devices; and
 - (b) the Class Licensee has affixed a label to the wall socket panel or any equipment installed on the customers’ premises or taken other reasonable steps to remind the customers that the service is not suitable for connection to lifeline devices.
- 2.3 For the purpose of Clause 2, a “lifeline device” means a medical alarm or any other device for an elderly, infirm or invalid to summon assistance in the event of an emergency without having to dial manually the telephone number of the emergency service.