

HKT x Office 365

Notes:

- A. Each Microsoft Office 365 Licence will entitle the Customer to install Microsoft Office 365 on 5 PCs or Macs, 5 tablets and 5 smartphones (which must be of the following configurations) for one individual user.
- PC: Windows 7 SP1 or higher.
- Mac: Mac OS X 10.10 or higher.
- Windows Tablet: Office 2013 version requires Windows 8 or higher; Office Mobile applications requires Windows 10.
- iOS device: Office for iPad and iPhone requires iOS 8.0 or higher.
- Android device: Office for Android requires Android 4.4 (KitKat) or higher, and have an ARM-based or Intel x86 processor.
- B. Remote installation of Microsoft Office 365 only applies to PC (Windows 7 SP1 or higher) or Mac (OS X 10.6 or higher), and does not support tablets or smartphones. The remote installation shall be carried out within 30 days from the specified Targeted Service Effective Date, unless we agree otherwise.
- C. Any service expiry date or similar date shown when using the Microsoft Office 365 has no correlation to the Commitment Period of the HKT Office 365 under this Application whatsoever. For the avoidance of doubt, the HKT Office 365 under this Application is subject to a Commitment Period as set out in this Application.
- D. Subscription of any additional Microsoft Office 365 license does not include any remote installation of Microsoft Office 365.

Terms and Conditions (T&C)

General Provisions

1. Unless otherwise specified in this Application or set out below, the defined terms used in this Application shall have the same meaning as used in the HKT General Conditions:
- (a) "BNS" means the Business NETVIGATOR Service, which is provided by HKT in accordance with the Special Conditions for Business NETVIGATOR Service (available at <http://www.biznetvigator.com>) and the HKT General Conditions.
- (b) "**Customer**" or "**you**" means the customer named in this Application, including its lawful successors and assigns.
- (c) "**End Users**" means the end-users, customers, agents and any other parties who may be utilising or accessing the Services provided by us pursuant to this Application, and each as an "**End User**".
- (d) "**HKT**" or "**we**" means Hong Kong Telecommunications (HKT) Limited, and the terms "**us**" and "**ours**" shall be construed accordingly.
- (e) "**HKT General Conditions**" means the Hong Kong Telecommunications (HKT) Limited General Conditions of Service (available at www.hkt.com/Terms+of+Use), as may be amended or supplemented from time to time.
- (f) "**Microsoft**" mean Microsoft Regional Sales Corporation.
- (g) "Microsoft Customer Agreement" means the the terms and conditions as Microsoft may designate from time to time and to which you (and the End Users) will have to agree, in relation to Microsoft's grant of the Microsoft Office 365 Licence to you (and the End Users') and your (and the End Users') use of Microsoft Office 365 pursuant to the Contract, including but not limited to the Microsoft Cloud Agreement (available at [https://cmsresources.windowsphone.com/devcenter/en-US/downloads/partnercenter/CustomerAgreements/Asia/MCA2015Agr\(Asia\)ExJPN,KOR,TAI\(ENG\)\(Jul2015\)\(PDF\).pdf](https://cmsresources.windowsphone.com/devcenter/en-US/downloads/partnercenter/CustomerAgreements/Asia/MCA2015Agr(Asia)ExJPN,KOR,TAI(ENG)(Jul2015)(PDF).pdf))

(h) "Microsoft Office 365" means Microsoft Office 365 Business edition provided by Microsoft.

(i) "**Microsoft Office 365 Licence**" means the Microsoft Office 365 licence(s) subscribed by you and granted by Microsoft under this Application, whereby you will be entitled to use the Microsoft Office 365 pursuant to its relevant terms and conditions.

(j) "**HKT Office 365**" or "**Services**" shall form part of the BNS and means the HKT Office 365 services subscribed by you under this Application, which include the Microsoft Office 365 Licence, HKT Advanced Email, HKT Cloud Storage and all associated optional and extra services subscribed by you as specified in this Application.

2. Once your application under this Application has been accepted by us (and by Microsoft in relation to the Microsoft Office 365 Licence), your signing of this Application shall constitute your agreement to be bound by all the provisions of (i) this Application; (ii) the Special Conditions for Business NETVIGATOR Service (available at www.biznetvigator.com); (iii) any other terms and conditions so referred to in this Application (including the Microsoft Customer Agreement and the terms and conditions in relation to the remote and/or on-site installation service) or other provisions we may advise you from time to time; and (iv) HKT General Conditions (collectively, the "**Contract**"). In case of inconsistency between the provisions of the aforesaid documents, the inconsistency will be resolved in the descending order of preference set out aforesaid.
3. When processing your application under this Application and your application contains any missing or incorrectly entered charges that are payable by you, your selected options in a service plan in your application is not offered by us as specified in this Application or there are any other discrepancies, then our sales representative will contact you as soon as practicable to rectify such discrepancies and we will resume processing your application when all discrepancies have been rectified. Should there be any circumstances which may affect our approval of your application, we will contact you accordingly, otherwise, your Contract for the Services shall deem to form at the time when your application is approved by us.
4. The Services are provided to you for purposes related to your trade or business only, and you shall not disseminate or resell any part of the Services to any persons or entities, directly or indirectly.
5. If you cancel all or any part of the Services at any time after your signing of this Application but before the Services are provisioned by us (or any third party service provider), you shall be liable to pay, immediately upon demand, an application cancellation charge equivalent to the amount of Installation Fee as set out in this Application.
6. If all or any part of the Services or the Contract is terminated for whatever reason before the expiry of the Commitment Period as set out in Section B, you shall be liable to pay, immediately upon demand, an early termination charge equivalent to the Standard Monthly Fee for the Services as set out in this Application for the remaining month(s) of the Commitment Period (a period less than one (1) month will be deemed to be counted as one (1) full month for calculation purposes), and any other sum payable in such event as specified in the Contract (if any). You shall also pay us the full face value of any premium or gift you received.
7. Clauses 14.8 to 14.11 of the HKT General Conditions provide for the renewal of the existing Contract. The existing Contract, upon its expiration, will be extended under certain circumstances on a monthly basis at our prevailing month-to-month rate for each of the Services. Unless otherwise specified or notified by us, all the existing free gifts/products/services, waiver, rebate or discount will not be available.
8. You agree to pay all charges and other fees in connection with the Services. All payments made by you under the Contract are not refundable, unless otherwise provided in the Contract. If any payment under the Contract is overdue and outstanding, all outstanding discount, rebate, waiver and free offerings (if any) applicable to you may be forfeited or cancelled immediately.
9. Despite you may have subscribed to the HKT Office 365 at the same time as our broadband, voice, one Communications and/or other services, the HKT Office 365 you have subscribed under this Application is regarded as a standalone service, and a separate or the same bill (as your broadband, voice, one Communications and/or other services) will be issued to you.
10. The Services are provided to you on an "as is" basis, and without any representation or warranty of any kind, whether express or implied, including but not limited to any implied warranty of merchantability, or fitness for a particular purpose.
11. On top of the indemnities provided by you under Clauses 3.6 and 12.4 of the HKT General Conditions, you shall indemnify and keep us, our employees, representatives, sub-contractors and agents fully and effectively

indemnified against any Loss (as defined in the HKT General Conditions), including Consequential Loss (as defined in the HKT General Conditions), which us, or any of our employees, representative, sub-contractor and agents suffers or incurs arising out of or relating to or in connection with the Contract, including but not limited to (i) any Loss resulting, directly or indirectly, from any works in relation to our provision of this Services; (ii) any Loss suffered or incurred by us arising from or which is directly or indirectly related to any breach or inaccuracy in any of your warranties, representations contained in the Contract; (iii) any Loss suffered or incurred, directly or indirectly, on the account of an infringement of any intellectual property rights or other protected rights in respect of anything used, provided or introduced by us for the purpose of the Contract or otherwise.

12. You agree and warrant that the Administrative, Billing, Technical / LAN Contacts appointed by you (whose particulars are set out in Section A) are duly authorised by you to act for and on your behalf in connection with your subscription of the Services under this Application. The Administrative Contact shall act for and on your behalf to, amongst others, submit to us the service configuration information for the Services and any change requests regarding the Services, and shall be your general contact with us on any issues related to the Services.
13. To the extent permitted by law, our aggregate liability arising under or in connection with the Contract shall not in any event exceed the aggregate amount paid by you under the Contract (and any subsequent amendments and/or supplemental).
14. Without prejudice to any other rights and remedies available to us under the Contract or otherwise, we are entitled to suspend, withdraw and/or restrict all or part of the Services at any time until further notice to you if, in our reasonable opinion, it is necessary to suspend, withdraw and/or restrict the Services (or any part thereof) in order for us to carry out any testing, maintenance, repair or upgrading of any equipment or facility in connection with the Services, or for any other reason which we may think fit or as may be required by any applicable law, rule, regulation or order.
15. Without prejudice to any other rights and remedies available to us under the Contract or otherwise, we are entitled to remove any data or content from your files or data stored under any part of the Services, which we think or have reason to suspect may contain virus or may affect our systems or services, or for any other reason which we may think fit or as may be required by any applicable law, rule, regulation or order.
16. You expressly agree and authorise us, our Affiliates, Microsoft, other service providers under the Contract and/or their respective subcontractors and agents to access and disclose to law enforcement or other government authorities data about or related to you and/or any End Users (including the content of communications) and to provide law enforcement or other government authorities access to such data, if so requested by any law enforcement or other government authorities.
17. We reserve our right to amend any content, terms and/or conditions contained in the Contract (including but not limited to service specifications) at any time. In case of disputes of any provisions of the Contract or in terms of any part of the Services, our decision shall be final, binding and conclusive.
18. The terms and conditions contained in this Form shall be governed by and construed in accordance with the laws of Hong Kong and you agree to submit to the exclusive jurisdiction of the courts of Hong Kong.

Microsoft Office 365 Licence

19. The Microsoft Office 365 Licence (which forms part of the Services) is provided and granted by Microsoft, subject to Microsoft Customer Agreement. We and our Affiliates are not responsible in connection with the Microsoft Office 365 Licence in any way. Access to and use of the Microsoft Office 365 Licence are at your or the End Users' own risk.
20. Notwithstanding any provisions of the Contract, Microsoft may, with or without cause, reject your application of the Microsoft Office 365 Licence under this Application. Upon granting the Microsoft Office 365 Licence to you (or the End User(s)) under this Application, Microsoft may, disable and/or terminate its grant of any or all of the Microsoft Office 365 Licence to you (or any End User) with or without prior notice, for legal or regulatory reasons or as otherwise permitted under Microsoft Customer Agreement, and we or our Affiliates shall not in any way be held liable in relation thereto.
21. You acknowledge and agree that Microsoft may from time to time, with or without prior notice, modify or release a new version of the Microsoft Office 365 for any reason, including, but not limited to, to address customer needs or otherwise address competitive demands, to respond to a government regulation, order, or law, or to

advance innovation in its Microsoft Office 365 offerings. You also acknowledge and agree that Microsoft may from time to time, with or without prior notice, add new features or functionality to, or remove existing features or functionality from, Microsoft Office 365.

22. Upon the termination of the Microsoft Office 365 for any reason (other than termination due to your breach of Contract), you will have 90 days from the date of termination (or such other period as we or Microsoft may advise you) to migrate out all the data and content (including all text, sound, video or image files and software) in your Microsoft Office 365 account. We or Microsoft may upon request provide you with assistance in such migration on separate charges.

Installation Service

23. Any remote or on-site installation services provided pursuant to the Contract are provided by us (or our subcontractors or agents) as part of our HKT IT Care Plus service, subject to the HKT Office 365 Installation Terms and Conditions (available at https://itcare.pccw.com/remote/O365_T&C.pdf).
24. You shall cooperate with us to ensure that we (or our subcontractors or agents) could carry out and complete the remote and/or on-site installation services under this Application within 30 days from the Targeted Service Request Date as specified in Section B (or within such other period as we may agree otherwise). If we are unable to complete the installation service within our agreed period due to your failure to provide the necessary cooperation or if you are in breach of any applicable provisions for such installation service, any unused or uncompleted installation service shall be automatically forfeited and we shall no longer be obliged to provide such installation service to you under this Application, without any liability or refund of any payment on our part and without prejudice to any other rights and remedies available to us under the Contract or otherwise.