

i-CABLE Broadband Operating Policy (English Version Only)

「有線寬頻」寬頻上網服務—用戶守則【只提供英文版本】

I. General Overview

Pursuant to the terms hereof and the General Terms and Conditions, i-CABLE agrees to (a) provide to you the Services that you have subscribed; (b) grant to you a revocable non-exclusive and non-transferable licence to use certain software in conjunction with the Services; and (c) install and maintain the Cable Modem Set, if applicable. i-CABLE's system and network resources are shared amongst our Subscribers. Any improper use of our system resources by one or more of our Subscribers may inhibit, restrict or degrade other Subscriber's use or access to such resources. To ensure equity of access to all Subscribers, and more importantly, to allow the best possible performance for the majority of our Subscribers, it is necessary for i-CABLE to allocate our system resources amongst our Subscribers and restrict or limit certain Subscribers' use or access to our system resources under certain circumstances. The purpose of this Policy is to set out certain guidelines and rules which Subscribers must observe in using and accessing our system resources for the benefit of both Subscribers to i-CABLE and all other Internet users throughout the world. i-CABLE therefore requires Subscribers to adhere to this Policy. Due to the explosive growth of the Internet and the constant addition of new services and thus the new possibilities of abuse, i-CABLE reserves the right to revise this Policy from time to time without notice by posting a new version of this Policy on our Web site at <http://www.cabletv.com.hk/onlinecenter/e-index.html>. Accordingly, Subscribers should consult this Policy regularly to ensure their activities comply with the most recent version.

Definitions:

In these terms and conditions

'Cable Modem Set'	refers to an HKC-approved cable modem, power adaptor, splitter, Ethernet cable and coaxial cable
'HKC'	refers to Hong Kong Cable Television Limited
'Services'	refers to Cable Broadband Service (broadband Internet access) for residential premises, Internet dial up service, e-mail, provision of software, consultation services, and Roaming services, provided by us
'you' & 'your'	refers to the subscriber to any or all of the Services
'we', 'us', 'our', 'ourselves'	refers to Hong Kong Cable Television Limited trading as i-CABLE

II. Subscriber Consent To Policy

This Policy forms part of your agreement with i-CABLE for the subscription of its services. Please read this Policy, and the General Terms and Conditions for its services carefully before subscribing or continuing your subscription to i-CABLE's services.

By using i-CABLE services, you agree to comply with this Policy and the General Terms and Conditions. i-CABLE MAY RESTRICT, DISABLE, SUSPEND OR TERMINATE ALL OR PART OF ITS SERVICES TO YOU IF YOU FAIL TO COMPLY WITH THIS POLICY. ANY SUBSCRIBER WHO DOES NOT AGREE TO BE BOUND BY THIS POLICY SHOULD IMMEDIATELY STOP USE OF i-CABLE'S SERVICES AND NOTIFY ITS CUSTOMER SERVICE CENTRE SO THAT SUBSCRIBER'S ACCOUNT MAY BE CLOSED.

III. Acceptable Usage

A. USE OF SERVICES

1. Unless otherwise agreed by us in writing, you are subscribing to our Services with no performance or reliability warranty either expressed or implied.
2. You will abide by all relevant laws, rules and guidelines relating to the use of the Services. You will be responsible for your use of the Services. Unless otherwise specified, our Services are for your personal and non-commercial use. You will not part with, transfer nor sub-license any of your rights to use our Services.
3. You shall use our Services only for activities normally associated with the usage of Internet, for accessing the World Wide Web, IRC, Usenet News, e-mail, and other Internet features. Depending on the account type, this may include a moderate amount of file storage on our servers for your own personal web page and file access area (FTP).
4. You must use the Services in a responsible manner, taking into account the effects your use may have on other subscribers and our system and network resources. Without limiting the generality of the foregoing, in using and accessing our systems and network resources,
 - (a) You shall not commit any act or conduct in contravention of these terms and conditions, in particular, shall not commit any of the prohibited activities set forth in Section IV below;
 - (b) You shall not abuse our system resources as referred to in E.3 below;
 - (c) Your activity or usage must not improperly restrict, inhibit or degrade any other subscribers' use of our systems and network facilities;
 - (d) Your activity or usage must not improperly restrict, inhibit, disrupt, degrade or impede our ability to deliver our Services or monitor our Services, backbone, network and bandwidth; or
 - (e) You shall not engage in activity or usage which requires an upstream or downstream throughput capability not typically associated with the type of service subscribed by you or pose unusually large burden on our network.
5. Our Services must not be used in any way which may breach any confidence, copyright, intellectual property or other rights of us or any third party nor for any commercial, illegal, improper, immoral, defamatory, unsolicited advertising, or promotion purpose. You further agree to comply with the rules of other networks for access to other networks which are connected to our Services.
6. You acknowledge that our affiliates, agents or contractors may provide any part of our Services or perform any of our duties.
7. We may change or withdraw any of our Services or any Content at any time. We may also suspend our Services at any time without notice for carrying out maintenance or other works to the system or network used in providing our Services.
8. Our Services together with all the software and equipment are supplied on an "as is" and "as available" basis. All conditions, warranties and responsibility in relation to the provision of our Services, the software, and equipment (including title, fitness for any particular purpose, merchantability, content, quality, non-infringement and accuracy) are excluded to the extent permitted by law. Use of our Services or any information obtained via our Services is at your own risk.
9. It is our policy to respect your privacy. We will not monitor the contents of your private

communications through e-mail unless required to do so by law or we believe that it is necessary to protect ourselves or other persons from injury or damage.

B. USE OF MATERIALS

1. You will not copy, distribute, publish, transmit or otherwise exploit any Content accessed through our Services unless you own or control such Content. Content means any content, software, data, information, diagram, symbol or other material in whatever languages or forms (including all textual, audio, video, graphical, musical, still and moving images). You assume all risks regarding the copying, distribution, publishing, transmission or exploitation of any Content. You will not reverse engineer any Content or transmit any data that may cause damage to the computer equipment of any persons including uploading a program with a computer virus or any harmful software application.
2. You will not nor allow others to copy, sub-license, distribute, sell, transfer, rent, exploit, alter, decompile, disassemble, tamper with, misuse, reverse engineer or repair any software, equipment, facilities and programming we supply to you.
3. You are prohibited from storing, distributing or transmitting any unlawful or prohibited material through our Services. Examples of unlawful or prohibited material include direct threats of physical harm, pornographic material, and copyrighted, trademarked and other proprietary material used without proper authorization, and programs containing viruses or trojans and tools to compromise the security of other sites. The storage, distribution, or transmission of unlawful or prohibited materials could subject you to criminal as well as civil liability, in addition to the actions outlined in Sections VI below.

C. PASSWORDS

CABLE personal user accounts are for individual use only. Subscribers may not share passwords or accounts with other individuals.

D. SYSTEM SECURITY

1. You are prohibited from utilizing our Services to compromise the security or tamper with our system resources or accounts on any of our computers, routers, terminal servers, modems, or any other equipment at our or at any other site. Use or distribution of tools designed for compromising security is prohibited. Examples of the tools include password guessing programs, cracking tools or network probing tools.
2. Without our authorisation, you will not, and will not allow others, to hack into, use or access (or attempt to do any of these) any part of our Services and Content on our servers.
3. We reserve the right to release your e-mail address involved in violation of system security to system administrators at other sites, in order to assist them in resolving security incidents. We will also cooperate fully with law enforcement authorities in investigating suspected lawbreakers.

E. SYSTEM RESOURCES

1. Our system and network resources are shared amongst our subscribers. Any improper use of our system resources by one or more of our subscribers may inhibit, restrict or degrade other

subscriber's use or access to such resources. To ensure equity of access to all subscribers, and more importantly, to allow the best possible performance for the majority of our subscribers, it is necessary for us to allocate our system resources amongst our subscribers and restrict or limit certain subscribers' use or access to our system resources under certain circumstances. We therefore reserve the right to manage our system resources for the greatest benefit of the greatest number of our subscribers. As part of resource management and allocation, we may limit, restrict or prioritize access to system resources, including CPU time, bandwidth, memory, disk space, session length, and the number of sessions. You must accept and comply with such resource allocation and limitations on our Services. You expressly acknowledge and accept that such action on our part may affect the performance of the Services.

2. Amongst its services, i-CABLE's Cable Broadband Service is designed for Subscribers' residential use. The service level enjoyed by individual subscriber will to certain extent be affected by the number of subscribers (served by the same Cable Modem Termination System) using the Cable Broadband Service at the same time. Unless otherwise agreed in writing, i-CABLE does not warrant or guarantee the upstream or downstream bandwidth available to individual Subscriber, whether expressed or implied. If i-CABLE, in its sole judgement, considers that a Subscriber's use of its Cable Broadband Service has consumed bandwidth which is not typically associated with residential use and is otherwise excessive, which may inhibit, restrict or degrade other Subscribers' use or enjoyment of i-CABLE's services, upon the first detection of such usage behaviour, i-CABLE will alert and warn the Subscriber concerned and allows the Subscriber to rectify the problem. If the usage behaviour persists, as part of its resource management outlined in E.1 above, i-CABLE may, without prejudice to any other actions available to it as outlined in Sections IV and V below, restrict or limit the bandwidth available to such Subscriber to no such rate for such period as i-CABLE may in its absolute discretion consider fit and proper.
3. We may log instances of abuse of system resources. System abuse is defined as any use of our resources which disrupts the normal use of our system or Internet services for others. Examples of system abuse include attempting to disrupt the sessions of other Internet users, consuming excessive amounts of time, memory or disk space bandwidth or otherwise affecting the performance of our servers or networks.
4. You must not run a server in connection with our Services, nor provide network services to others via our Services. Examples of prohibited uses include, but are not limited to, running servers for mail, http, ftp, irc and dhcp, usenet news, and multi-user interactive forums.

IV. Prohibited Activities

The following activities are strictly prohibited:

1. Background and server-type applications IRC bots, HTTP servers, MUDs, and any other process which were initiated by you that continues execution on the system upon your logout.
2. Long-term storage of data
Long-term storage of data means the storage of files which are not used in an account for an extended period of time. For example, programs like shareware programs which you may download to your account for purposes of transferring to your home computer. These programs should be removed at such time as they are successfully transferred to your personal system.
3. Flooding or abuse of other users

Flooding is a fairly common occurrence on the Internet. Flooding takes place in numerous ways, including ICMP flooding, mail bombing (sending large amounts of e-mail repeatedly to a person for purposes of harassment), mass mailings to multiple addressees, message flooding on IRC, as well as other less common methods.

4. Attempts to compromise system or network security

Programs such as packet sniffers, password crack programs, and similar utilities found to be running from your account are prohibited. This also includes attempts to hack into non- i-CABLE systems.

5. Sharing of accounts

Sharing of your account with another party for purposes of avoiding payment for a second account is strictly prohibited.

6. E-mail Abuse

E-mail abuse typically comes in one of three forms, the transfer of a message to unsolicited individuals, the sending of harassing or threatening messages to other users, and the forging of e-mail addresses so as to make the e-mail appear to be from another user.

7. Usenet order News Abuse

Similar to e-mail abuse, includes forging of addresses, harassment/threats, the posting of the same message to multiple news groups (spamming), as well as the posting of information in groups where it is not relevant and unwanted.

8. Pyramid/Money-Making schemes

Such activities as the transfer of information or solicitation of persons via the Internet in attempt to extort money or other valuables or the use of pyramid/chain letters are all prohibited.

9. Excessive load on infrastructure

You must not cause an excessive or disproportionate load on our or any third party service providers' infrastructure.

V. Investigation

1. We reserve the right to investigate suspected violations of these terms and conditions. When we become aware of possible violations, we may initiate investigation which may include gathering information from you and the complaining party, if any, and examination of material on our servers.
2. During an investigation, we may suspend the subscription(s) involved and remove the material involved from its servers.
3. We will determine whether your activity or usage violates these terms and conditions on a case by case basis having regard to the actual circumstances of the individual case. Such

circumstances may include (but not limited to) (a) your actual bandwidth usage in proportion to our available network capacity; (b) any actual or potential disruption or impediment caused to other subscribers' use of our Services; and (c) any complaint received from any third party.

VI. Remedies for Violation of this Policy

1. If we believe a violation of these terms and conditions has occurred, we will, at our sole discretion, determine what action will be taken in response to a violation on a case-by-case basis. Violation of these terms and conditions could also subject you to criminal or civil liability.
2. The remedial action imposed on you for violation of these terms and conditions will vary based on the level of the offence. Typically you will receive a warning on the first offence. However, if the offence, in our sole judgment, is severe, we reserve the right to disable the account immediately. Accounts which have been disabled by us will not be re-opened for you. Other actions may include temporary or permanent removal of material from our servers, the cancellation of news group posts, bandwidth limitation and the suspension or termination of the subscription involved. Subscribers who are found to have committed any prohibited activities outlined in Section IV above are subject to immediate termination of account and any and all criminal and civil penalties available under the law.
3. We will not reimburse or refund any prepayments to you whose service was disabled, suspended or terminated due to any of the reasons listed above.
4. We may at our sole discretion reactivate our Services to you if you have remedied the breach and paid to us any security deposit we may require.
5. You agree to indemnify and hold us, our officers, directors, shareholders, employees, agents, subsidiaries, and affiliates harmless from any and all claims and expenses related to your violation of these terms and conditions, including any abusive or unlawful behavior on your part or your dependents, or the infringement of any intellectual property or privacy right of any person or entity.