

TELECOMMUNICATIONS ORDINANCE  
(Chapter 106)

PUBLIC NON-EXCLUSIVE TELECOMMUNICATIONS  
SERVICE LICENCE

[MOBILE VIRTUAL NETWORK OPERATOR SERVICES]

DATE OF ISSUE : SAMPLE

RENEWABLE : SAMPLE

FEE ON ISSUE : HK\$750

FEE ON RENEWAL : HK\$750 (or such other fee as may be prescribed)

SAMPLE

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SAMPLE

(hereinafter called "the licensee") is hereby licensed, subject to the conditions hereinafter contained -

- (a) to provide a public service (hereinafter called "the service") more particularly described in the First Schedule hereto; and
  - (b) to possess, establish, use and maintain such radiocommunications apparatus as described in the Second Schedule hereto as may be necessary to provide for service; and
  - (c) to deal in and demonstrate with a view to sale in the course of trade or business, such apparatus or material for radiocommunications as may be necessary to supply customers of the service.
2. This licence shall not be construed as granting any exclusive rights to the licensee in the operation of the service.
  3. This licence replaces any licence, however described, which the Telecommunications Authority may have granted to the licensee in respect of the service.

## NOTES

1. It is an offence for the licensee or his customers to operate licensed apparatus in such a manner as to cause direct or indirect interference with any other telecommunications service lawfully carried on, or other apparatus for telecommunications lawfully operated in or outside Hong Kong.
2. Under section 34(4) of the Telecommunications Ordinance (Chapter 106) any licence may at any time be cancelled or withdrawn by the Authority or suspended for such period, not exceeding 12 months as the Authority specifies in the event of any contravention by the licensee of the Ordinance (which includes the regulations thereunder) or of any condition to which the licence is subject.
3. It is an offence upon the expiry or cancellation of this licence not to surrender it to the Authority within four weeks of such expiry or cancellation.

## GENERAL CONDITIONS

This licence is issued subject to the following conditions -

1. The licensee shall at all times and from time to time during the continuation of this licence operate, maintain and provide the service in a manner satisfactory to the Authority.
2. The licensee shall at all times perform and observe the requirements and except insofar as the Authority may in writing expressly absolve the licensee from such compliance all provisions of the Constitution and Convention of the International Telecommunication Union and all regulations and recommendations annexed thereto or made thereunder as are applicable in Hong Kong.
3. (1) Notwithstanding regulation 8(1) of the Telecommunications Regulations (Cap. 106 sub. leg.) the licensee may with the prior consent in writing of the Authority transfer this licence and any permission or any right or benefit arising therefrom.  
(2) Any such consent shall be subject to such conditions as the Authority may impose.  
(3) Should any such transfer be made with such consent as aforesaid the licensee shall cause a true copy of the instrument effecting the same to be transmitted to the Authority within two months of the date thereof.

4. If the licensee possesses, uses, establishes or maintains apparatus for radiocommunications the following additional conditions shall apply -
- (a) each fixed or base station shall be used only at the address and with emissions at the frequencies and of the classes and characteristics specified in the Second Schedule hereto, and with such power and aerial characteristics as are specified in the Second Schedule in relation to the class and characteristics of the emission in use;
  - (b) the apparatus comprised in each fixed or base station shall at all times comply with the technical and performance standards as may be prescribed by the Authority and specified in the Second Schedule;
  - (c) the apparatus comprised in each fixed, base or mobile station (being a mobile station used by the customer of the licensee) shall be of a type approved by the Authority and shall be so designed, constructed, maintained and operated that its use does not cause any avoidable interference with any radiocommunications;
  - (d) each fixed or base station shall be operated only by the licensee or a person authorised by the licensee in that behalf. The licensee shall not permit or suffer any person not so authorised to have access to the apparatus comprised in each fixed or base station. The licensee shall ensure that persons operating each fixed or base station observe the conditions of the licence at all times;
  - (e) the licensee:
    - (i) shall not make any change:
      - (A) in any fixed or base station; or
      - (B) in the address at which each fixed or base station is installed, without the prior approval in writing of the Authority;
    - (ii) shall return this licence to the Authority for amendment when a change referred to in sub-subparagraph (i) has been effected;
  - (f) if power for the working of any fixed or base station is taken from a public electricity supply, no direct connection shall be made between the supply mains and the aerial;
  - (g) if any fixed or base station aerial crosses above or may fall or be blown onto any overhead power wire (including electric lighting and tramway wires) or power apparatus it shall be guarded to the reasonable satisfaction of the owner of the power wire or power apparatus concerned;

- (h) the licensee shall take all reasonable measures to ensure that customers of the service do not cause interference to other users of radiocommunications and shall take all the necessary measures to stop such interference as may occur;
  - (i) the licensee shall cease to offer service to a customer thereof if instructed to do so by the Authority;
  - (j) the licensee shall, if so required, provide the Authority with a list of the names, addresses and other details requested by the Authority of the customers of the service annually on a date specified by the Authority by notice to the licensee;
  - (k) when any person ceases to be a customer of the licensee the licensee shall notify him, in such manner as the Authority may require, that he is no longer exempt from the licensing requirements of the Ordinance in relation to the apparatus used by him as a customer.
5. The apparatus operated by the licensee shall be operated only on such radio frequencies as the Authority may assign to the licensee and the Authority may refuse to assign further frequencies or require the licensee, by notice to him, to cease to operate the apparatus on any frequency previously assigned to him if in the opinion of the Authority the licensee is not making efficient use of that frequency.
  6. The Authority may, by giving not less than 12 months' notice in writing to the licensee, require him upon such date as may be specified in the notice to cease using any frequency previously assigned to him by the Authority and to use such new frequency as the Authority may designate.
  7. The licensee shall not enter into any agreement or arrangement whether legally enforceable or not which shall in any way prevent or restrict competition in relation to the operation of the service or any other telecommunications service licensed by the Authority.
  8. This licence shall be valid for such period as determined and published by the Authority to be applicable to Public Non-Exclusive Telecommunications Service Licence at the time of the issue of this licence.
  9. The licensee shall pay the fees applicable to Public Non-Exclusive Telecommunications Service Licence as may from time to time be determined and published by the Authority.

## SPECIAL CONDITIONS

### Interpretation

1. (1) In this licence, except as hereinafter provided or unless the context otherwise requires, words or expressions shall have the meanings assigned to them in the Telecommunications Ordinance (Cap. 106) (the "Ordinance") and, as the case may be, the Interpretation and General Clauses Ordinance (Cap. 1). For the purposes of interpreting this licence, headings and titles shall be disregarded.
- (2) In this licence,

“Mobile Carrier licensee” means the holder of a mobile carrier licence as defined in the Telecommunications (Carrier Licences) Regulation;

“MVNO” means an operator which provides a mobile virtual network service;

“mobile virtual network service” means a public telecommunications service described in the First Schedule to this licence;

“Network” shall mean the facilities operated by the licensee for the provision of the service;

“Personal Communications Services licensee“ means the holder of a public radiocommunications service licence for the provision of public radiocommunications services using cellular technology in the 1.7 - 1.9 GHz band;

“Public Mobile Radiotelephone Services licensee“ means the holder of a public radiocommunications service licence for the provision of public radiocommunications services using cellular technology in the 800/900 MHz band; and

“publication in the newspapers” means published in at least one Chinese language local newspaper and one English language local newspaper, being in each case a newspaper registered under the Registration of Local Newspapers Ordinance (Cap. 268) and published daily and circulating generally in Hong Kong.
- (3) Any reference to an ordinance or a regulation, whether the word is used by itself or as part of any title to an ordinance or a regulation, shall mean that ordinance or regulation for the time being in force as well as any modification or substitution of that ordinance or regulation, in whole or in part, and all subsidiary legislation, regulations, directions, codes of practice and instruments made under that ordinance or regulation and for the time being in force.
- (4) The singular includes the plural and vice versa.

### **Provision of service**

2. The licensee shall, subject to the First Schedule and any Special Conditions of this licence relating to the provision of the service, at all times during the validity period of this licence operate, maintain and provide a good, efficient and continuous service in a manner satisfactory to the Authority. The Authority may, on application in writing by the licensee, exempt a part or parts of the service from the requirement of continuous provision.

### **Tariffs**

3. (1) The licensee shall publish, and charge no more than, the tariffs for the service operated under this licence. The tariffs shall include the relevant terms and conditions for the provision of the service.
- (2) Publication shall be effected by:
  - (a) publication in the newspapers of the relevant details and, where available, the website of the licensee and by sending a copy to the Authority on or before the date on which the relevant service is to be introduced;
  - (b) placing a copy of the relevant details in a publicly accessible part of the principal business place and other business premises of the licensee as specified by the Authority; and
  - (c) sending a copy of the relevant details to any person who may request it at a charge no greater than that which is necessary to cover the reasonable costs of sending the copy.
- (3) Where the licensee provides customer equipment integral to the provision of the service to its customers, the tariffs shall clearly state the price of the customer equipment separately from the charges for the service.
- (4) The licensee shall not offer any discount to its published tariffs for a particular service or customer equipment subject to Special Condition 3(3) (other than a discount calculated in accordance with a formula or methodology approved by the Authority in advance of the relevant service and customer equipment being offered and published together with its tariffs) if, in the opinion of the Authority, the licensee is in a dominant position in any market for or which includes that service. For the purpose of this Special Condition 3(4), a “dominant position” has the meaning described in section 7L of the Ordinance.
- (5) The licensee shall not, without the approval of the Authority, bundle a number of services into a single tariff without also offering each of the constituent services under separate tariffs.

### **Customer charter**

4. Unless a waiver in writing is granted by the Authority, the licensee shall prepare a customer charter which sets out the minimum standards of service to the licensee's customers and gives guidance to the employees of the licensee in their relations and dealings with customers.

### **Confidentiality of customer information**

5. (1) The 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 authorised by or under any law.
- (2) The licensee shall not use information provided by its customers or obtained in the course of provision of service to its customers other than for and in relation to the provision by the licensee of the service.

### **International conventions**

6. (1) Without prejudice to General Condition 2, the licensee shall at all times perform and observe the requirements of the Constitution and Convention of the International Telecommunication Union and the regulations and recommendations annexed to it, as are stated to be applicable to Hong Kong, and any other international convention, agreement, protocol, understanding or the like to the extent that the instruments described in this Special Condition 6(1) impose obligations on Hong Kong of which the Authority gives notice to the licensee, except to the extent that the Authority may in writing exempt the licensee from such compliance.
- (2) Where the Government has been consulted about or is involved in the preparation or negotiation of an international convention, agreement, protocol or understanding or the like or amendments thereto which are on the subject-matter of telecommunications or which relate to another subject-matter but which the Government anticipates could have a material impact on the provision of services under this licence, the Government will, where practicable, provide the licensee with a reasonable opportunity to make a submission stating its views on the matter.

### **Compliance generally**

7. The 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.

### **Control of interference and obstruction**

8.
  - (1) The licensee shall take reasonable measures to install, maintain and operate the service and the Network in such a manner as not to cause any harmful radio interference or physical obstruction to any lawful telecommunications service, or cause any physical obstruction to the installation, maintenance, operation, adjustment, repair, alteration, removal or replacement of the facilities of any lawful telecommunications or utility service provider.
  - (2) The licensee shall take reasonable measures to ensure that the customers of the service do not cause harmful radio interference to lawful telecommunications services or utility services through use of the service.
  - (3) The Authority may give such reasonable directions as he thinks fit to avoid harmful radio interference or physical obstruction referred to in Special Condition 8(1). The licensee shall comply with the directions.

### **Requirements for interconnection**

9.
  - (1) The licensee shall, where directed by the Authority, interconnect the service and the Network with telecommunications networks and services of a type mentioned in section 36A(3D) of the Ordinance.
  - (2) Subject to the terms and conditions of any determination by the Authority under section 36A of the Ordinance or any direction by the Authority under section 36B of the Ordinance, the licensee shall use all reasonable endeavours to ensure that interconnection is done promptly, efficiently and at charges which are based on reasonable relevant costs incurred by the licensee so as to fairly compensate the licensee for those costs.
  - (3) The licensee shall provide facilities and services reasonably necessary for the prompt and efficient interconnection of its service and Network with the other telecommunications networks and services referred to in Special Condition 9(1). Those facilities and services include:

- (a) carriage services for the delivery of codes, messages or signals or other communication across and between the interconnected networks;
- (b) those necessary to establish, operate and maintain points of interconnection between the Network and networks of the other party to the interconnection, including, without limitation, the provision of sufficient transmission capacity to connect between the Network and networks of the other party to the interconnection;
- (c) billing information reasonably required to enable the other party to the interconnection to bill its customers;
- (d) facilities specified by the Authority pursuant to section 36AA of the Ordinance; and
- (e) ancillary facilities and services required to support the types of interconnection facilities and services described in this Special Condition.

#### **Numbering plan**

10. (1) The licensee shall comply with the numbering plan made or approved by the Authority and comply with any code of practice or direction as may from time to time be issued or given by the Authority in respect of the use of numbers and codes (including but not limited to mobile network codes (MNC) and subscribers numbers) in, or otherwise relating to, the numbering plan.
- (2) The licensee shall, at the request of the Authority, consult with the Authority about the arrangements for the allocation or assignment and reallocation or reassignment of numbers and codes within the numbering plan.
- (3) Where requested by the Authority, the licensee shall prepare and furnish to the Authority proposals for developing, adding to or replacing the numbering plan relating to the service.
- (4) The licensee shall provide evidence to prove to the satisfaction of the Authority that it is justifiable in the circumstances that numbers or codes be allocated or assigned for use by the licensee in the provision of the service. The licensee shall only use such numbers or codes as may from time to time be allocated or assigned by the Authority. The Authority may refuse to allocate or assign any number or code and may, by notice, require the licensee to cease to use the numbers or codes previously allocated or assigned to it if in the opinion of the Authority the licensee is not making efficient use of that numbers or

codes.

- (5) The licensee shall activate and put into use any allocated or assigned numbers or codes within the period specified by the Authority to the satisfaction of the Authority.
- (6) For the purpose of this Special Condition, any reference to number(s) or code(s) shall include a number or a code, a block or blocks of numbers or a block or blocks of codes.

### **Number portability**

11. (1) The licensee shall, in the manner as the Authority may direct, facilitate the portability of numbers assigned to any customer of a MVNO, Mobile Carrier licensee, Public Mobile Radiotelephone Services licensee and Personal Communications Services licensee so that any number so assigned may be used by that customer should it cease to be a customer of any such entity and become a customer of any other MVNO, Mobile Carrier licensee, Public Mobile Radiotelephone Services licensee, and Public Communications Services licensee, as the case may be.
- (2) Directions by the Authority under Special Condition 11(1) shall include reasonable directions concerning the equitable sharing of all relevant costs associated with providing portability of numbers.
- (3) For the purposes of this Special Condition 11 “portability of numbers” means the function of the Network and the service which enables a customer to the service of an MVNO, a Mobile Carrier licensee, Public Mobile Radiotelephone Service licensee or Personal Communications Services licensee to become a customer to another MVNO, Mobile Carrier licensee, Public Mobile Radiotelephone Service licensee or Personal Communications Service licensee without changing the number assigned to that customer.

### **Accounting practices**

12. Where directed by the Authority in writing, the licensee shall implement such accounting practices as specified by the Authority. Such accounting practices are to be consistent with generally accepted accounting practices, where applicable, and may include (but are not limited to) accounting practices which allow for the identification of the costs and charges for different services or types or kinds of services.

### **Requirement to furnish information to the Authority**

13. (1) The 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 run by the licensee under this licence, including financial information, accounts and other records as the Authority may reasonably require in order to perform his functions under the Ordinance and this licence.

- (2) Subject to Special Condition 13(3), the Authority may use and disclose information to such person as the Authority thinks fit.
- (3) 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 a licensee which disclosure would or could reasonably be expected to adversely affect the licensee's lawful business or commercial or financial affairs, the Authority will give the licensee a reasonable opportunity to make representations on the proposed disclosure before the Authority makes a final decision whether to disclose the information.

#### **Metering accuracy**

14. (1) The licensee shall take all reasonable steps to ensure that any metering equipment used in connection with the service is accurate and reliable.
- (2) Upon the written request of the Authority or at regular intervals to be specified by the Authority, the licensee shall conduct tests on metering equipment to assess its accuracy, reliability and conformity to the technical standards, if any, specified by the Authority. The 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.
- (3) The licensee shall keep such records of any metering equipment in such form specified by the Authority and shall provide those records to the Authority as soon as reasonably practical following a written request of the Authority.

#### **Emergency call service**

15. (1) The licensee shall provide a public emergency call service by means of which any member of the public may, at any time and without incurring any charge, by means of compatible apparatus connected to the Network, communicate as quickly as practicable with the Hong Kong Police Emergency Centre or other entities as may be directed by the Authority for the reporting of an emergency.
- (2) The licensee shall not charge for the use of the public emergency services described in Special Condition 15(1).

- (3) Emergency messages sent by a person using compatible apparatus connected to the Network of the licensee shall be treated by the licensee on an equal basis irrespective of whether or not such apparatus has registered as that of a customer of the licensee.

### **Records and plans of the Network**

16. (1) The licensee shall keep records and plans (including overall network plans and cable route maps) of the telecommunications installations (including radiocommunications installation) and telecommunications nodes and exchanges, if any, provided under this licence and any other details concerning the Network as may be reasonably required by the Authority, including but not limited to information from operational support systems, traffic flow information, and database information relating to the manner in which the Network treats any communication ("Network Information").
- (2) As required by the Authority, the licensee shall make the Network Information available, within reasonable time, to the Authority or to a person authorised in writing by the Authority for inspection for the Authority's own purposes.

### **Prohibition of claims against Government**

17. The licensee shall have no claim against the Government in tort or in contract in respect of any disturbance or interruption to any part of the Network due to works carried out by or on behalf of the Government which result in disturbance to the Network.

### **Safety**

18. (1) The licensee shall take proper and adequate safety measures for the safeguarding of life and property in connection with all installations, equipment and apparatus operated or used, including safeguarding against exposure to any electrical or radiation hazard emanating from the installations, equipment or apparatus operated or used under this licence.
- (2) The licensee shall comply with the safety standards and specifications as may from time to time prescribed by the Authority and any directions of the Authority in relation to any safety matter.

### **Indemnity**

19. The licensee shall indemnify the Government against any losses, claims, charges, expenses, actions, damages or demands which the Government incurs or which may be made against the Government as a result of or in relation to the activities of the licensee or any employee, agent or contractor of the licensee in relation to the provision of the service or the installation, maintenance and operation of the Network.

### **Contravention beyond the licensee's control**

20. (1) The licensee shall not be liable for any breach of this licence where it is able to demonstrate, to the reasonable satisfaction of the Authority, that the breach was caused by circumstances beyond its control and that it has taken all reasonable steps open to it to rectify that breach.
- (2) Where the circumstances referred to in Special Condition 20(1) are such that there is an outage or interruption in the service affecting a significant number of the licensee's customers for a period of more than 7 days the licensee shall provide the Authority with a full report in writing detailing the reasons for the breach and indicating when, or if, it will be able to continue to provide the service.
- (3) If the Authority, after considering a report provided under Special Condition 20(2), is of the reasonable belief that the licensee would be able to provide the service within a reasonable period of time despite the circumstances outlined in that report, the Authority may direct that the licensee recommence the service within such reasonable period as the Authority may in writing direct. The licensee shall comply with such direction.

### **Publication of licence**

21. The licensee, or the Authority, may at their discretion make the terms and conditions of this licence, including any specific conditions, publicly available in any manner they think fit.

### **Compliance**

22. If the licensee employs any person under contract for the purpose of the service, or for the installation, maintenance or operation of the network (a "contractor"), the licensee shall continue to be responsible for compliance with the conditions of this licence, and the performance thereof, by any contractor.

### **Non-discriminatory treatment in provision of service to customers**

23. The licensee shall not unreasonably delay, or refuse to provide, the service, or impose onerous conditions on the provision of the service, to any customer who owns or operates apparatus of a type which is approved by the Authority. In particular (but without limiting the generality of the forgoing), the licensee shall not discriminate against any customer whose apparatus was acquired other than from the licensee.

### **Directory Services**

24. (1) For the purposes of this Special Condition 24:
- (a) “directory information” means information obtained by the licensee in the course of the provision of the service under this licence concerning or relating to all or any of the name, address, business and telephone numbers of the customers referred to in Special Condition 24(6); and
  - (b) “raw directory information” means the licensee’s directory information held in a basic format relating to all of its customers other than those customers who request the directory information about them not to be disclosed.
- (2) This Special Condition 24 applies only in respect of standard printed directories and other directory databases and services which include all the names of a licensee’s customers listed in alphabetical order and does not apply to classified directories where customers are listed by business or trade category or to other business or specialised directories.
- (3) Subject to compliance with the Personal Data (Privacy) Ordinance, Special Condition 5 and any applicable law, the licensee shall:
- (a) where directed by the Authority, publish or arrange for the publication of directory information at least biennially in a printed or other form approved by the Authority, relating to all of those customers referred to in Special Condition 24(6), other than its customers who request not to be included in a directory to be published (the “printed directory”); and
  - (b) where directed by the Authority, establish, maintain and operate, or arrange for the establishment, maintenance or operation of, a telecommunications service whereby its customers may, on request, be provided with directory information other than that relating to those customers referred to in Special Condition 24(6) who request information relating to them not to be disclosed (the “telephone directory service”).

- (4) The licensee shall make the printed directory and the telephone directory service referred to in Special Condition 24(3) available free of charge to its customers and in a manner satisfactory to the Authority.
- (5) The licensee may make commercial arrangements with one or more of the other MVNOs, Mobile Carrier licensees, Public Mobile Radiotelephone Services licensees and Personal Communications Services licensees to co-operate in the provision jointly by them of either or both of the printed directory and the telephone directory service which the licensee is required to provide under Special Condition 24(3).
- (6) The licensee's printed directory shall be a unified printed directory and the licensee's telephone directory service shall be a unified telephonic directory service and shall utilise a unified directory database, containing directory information on all customers of all MVNOs, Mobile Carrier licensees, Public Mobile Radiotelephone Services licensees and Personal Communications Services licensees, except for those customers who request that directory information about them is not disclosed. Subject to compliance with the Personal Data (Privacy) Ordinance, Special Condition 5 and any applicable law, the licensee shall provide, and update on a frequent and regular basis, raw directory information about its customers to other MVNOs, Mobile Carrier licensees, Public Mobile Radiotelephone Services licensees and Personal Communications Services licensees, for which the licensee will be able to impose a charge to fairly compensate it for providing that information. The licensee shall endeavour to agree with each of the other MVNOs, Mobile Carrier licensees, Public Mobile Radiotelephone Services licensees and Personal Communications Services licensees on a reasonable mode of exchange and transmission format for the raw directory information.
- (7) Where the licensee is unable to agree with another MVNO, Mobile Carrier licensee, Public Mobile Radiotelephone Services licensee or Personal Communications Services licensee pursuant to Special Condition 24(6) on what amounts to fair compensation for the provision of, or the reasonable mode of exchange and transmission format of, raw directory information, the matter at issue may be referred by either party to the Authority for determination.
- (8) Except with the prior written approval of the Authority, the licensee shall not make use of raw directory information provided by another MVNO, Mobile Carrier licensee, Public Mobile Radiotelephone Services licensee or Personal Communications Services licensee other than for discharging its obligations under this Special Condition 24.

### **Unsolicited Advertising**

25. The licensee shall not use the service, and shall endeavour to prevent the service from being used by any user, for the transmission of messages or communications comprised in any unsolicited advertising or unsolicited promotional information and comply with all codes of practice which may be issued by the Authority from time to time concerning unsolicited advertising or unsolicited promotional information.

### **Location Services**

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- (1) Without affecting the generality of Special Condition 5, “information of a customer” referred to in Special Condition 5(1) and “information provided by its customers or obtained in the course of provision of service to its customers” referred to in Special Condition 5(2) shall include any information concerning the locations of customers obtained in the course of provision of the service.
  - (2) Where the licensee provides services to customers using the information concerning the locations of the customers obtained in the course of provision of the service, the licensee shall ensure that:
    - (a) no such services are provided without the prior consent of the relevant customers; and
    - (b) the customers are capable of suspending the use of the information from time to time.
  - (3) Where directed by the Authority, subject to Special Condition 5 and all applicable law, the licensee shall provide relevant information relating to the location of a user sending a public emergency message described in Special Condition 15(1) for the sole purpose of responding to that message.

### **Waiver of Application**

27. Where in the opinion of the Authority, a licensee is not in a dominant position with respect to the relevant telecommunications market for the service within the meaning of section 7L of the Ordinance, the Authority may by direction in writing, for the period and on any conditions as the Authority may determine, direct that Special Condition 3 either completely or as to particular obligations imposed under it, shall not apply to the licensee.

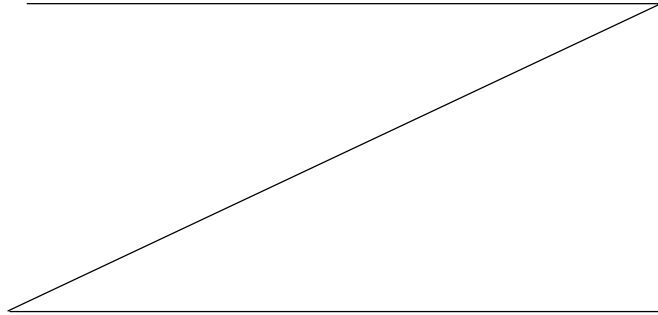
## **FIRST SCHEDULE**

### Description of Service

1. The service is a mobile virtual network service provided to subscribers or customers within the territory of Hong Kong Special Administrative Region by making use of and by having access to, and interconnection with, radiocommunications infrastructure of a Public Mobile Radiotelephone Services licensee, Personal Communications Services licensee or Mobile Carrier licensee and assigned with the radio spectrum using which the public radiocommunications service is provided.
2. Subject to Clause 1, the licensee shall provide the service through and by setting up, maintaining and operating the apparatus, equipment, facility, infrastructure and interconnection including but not limited to billing, switching, home location register and Intelligent Network systems but without radio transmission parts and radio base stations. For the avoidance of doubt, the licensee has not been assigned, and is not entitled to the assignment of, any radio spectrum and therefore does not operate any radio base station for the purpose of operating the service.
3. Subject to Clause 1, the service may provide for the carriage of telephonic and non-telephonic messages.
4. Subject to Clause 1, the service may include without limitation voice, facsimile, voice-mail, e-mail and short message services and the provision of electronic mailbox or storage facilities to be operated in conjunction with services described in this First Schedule and which enable any member of the public (whether a subscriber of the service or not) to deposit voice, facsimile, voice-mail, e-mail, short message or other files into the electronic mailbox or storage facilities allocated to subscribers of the service or to display the same on handset or other devices of the subscriber of the service.
5. The service includes dealing in and demonstration with a view to selling in the course of trade or business of the service and the applicant, such apparatus, facility, equipment, handset, device, accessory, material, case and packaging item for radiocommunications as may be necessary for subscribers of the service to make use of, participate in or receive the service.

\*\*\* End of the First Schedule \*\*\*

**SECOND SCHEDULE**



\*\*\* End of the Second Schedule \*\*\*

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(SAMPLE)  
For and on behalf of the  
Telecommunications Authority