

顧客條款及條件

(一) 一般條款

- 「有機上網」的寬頻優惠價格可供符合以下家庭的全日制中學生、小學生、就讀毅進計劃課程或展翅計劃的學生申請：
 - ✓ 正在領取綜合社會保障援助（綜援）計劃下與就學有關的定額津貼的申請人；或
 - ✓ 通過在職家庭及學生資助事務處（學資處）申領全額或半額學生資助的申請人；或
 - ✓ 過去 3 個月每月家庭入息不超過適用於其家庭人數的家庭住戶每月入息中位數的 75%。
- 申請人可前往「有機上網」各地區審核中心進行購置上網服務。申請人須向「有機上網」審核中心提供有關證明文件以核實其資格。除與計劃相關的合作伙伴外（如審核中心），有關資料將不會轉移至第三者。
- 申請人由審核中心獲取「付款通知書」後可選擇以下列方式付款：

① 銀行入數 ② 櫃員機轉賬 ③ 網上銀行 ④ 支票

- 申請人必須提交繳費收據，並黏貼於印有會員編號的付款通知書上以作核實，然後交回「有機上網」。「有機上網」將會審核申請人透過審核中心所遞交的資料，待確認申請人的申請資格及核實收到已繳款項後，申請人將成為「有機上網」用戶（下稱「用戶」）。
- 用戶於交齊相關文件及繳費七個工作日後自行致電「有機上網」熱線 2922 9200 預約寬頻安裝。
- 所有退款以支票形式處理。用戶如需退款，必須在付款後三個月內辦理退款手續及於支票發出日期六個月內進行支票入賬，否則逾期無效並不作重發新支票。「有機上網」保留個別退款個案處理之最終權利。
- 「有機上網」寬頻服務服務合約年期一般為三年。如申請人為中五生，服務合約年期為兩年；如申請人為中六生，服務合約年期為一年。於合約期內不得更改計劃、退款或提早終止服務。如因特殊原因並經「有機上網」同意於合約期內提早終止服務，「有機上網」將酌情收取有關費用，包括行政費用 HK\$50 及已使用的上網月費。
- 「有機上網」寬頻服務以家庭為申請單位，每個家庭只可申請一項寬頻服務，而安裝地址必須與「會員及服務申請表」內所填寫的地址相符。
- 網絡供應商只負責寬頻裝置的安裝服務。「有機上網」之寬頻服務並不包括路由器、家居電話、電郵或電視等附加選項。
- 寬頻上網之速度將會以香港電訊最終所能提供至最快速度為準。頻寬規格是指網上行網絡由用戶住所的數據機的寬頻線連接至第一台網絡器材或機樓之網絡規格。8M, 30M 及 100M 寬頻服務頻寬規格，其最高專用下載頻寬分別為 8Mbps/30Mbps/100Mbps 及最高專用上載頻寬分別為 800Kbps/10Mbps/30Mbps。而 200M 及 1000M 寬頻服務頻寬規格，最高下載及上載頻寬分別為 200Mbps 及 1000Mbps。實際速度會低於網絡規格及受用戶的儀器、技術、網絡及軟件之使用、網絡裝配及覆蓋範圍、使用量、海外頻寬及外在因素而有所影響。
- 「有機上網」此優惠計劃服務乃由「資訊科技資源中心」所提供及營運。
- 此合約設有三天銷售冷靜期，用戶可以在本合約簽定後三個工作天內致電「有機上網」熱線 2922 9200 辦理取消合約及退款手續。否則，於用戶閱讀並簽署本文件後，即相當於用戶表示同意及履行本合約所有條款。

(二) 寬頻搬遷

- 用戶若於合約期內搬遷，可以享受一次免費搬遷服務。有關搬遷安排將以網絡供應商之網絡覆蓋為實。
- 用戶必須於 30 天前致電「有機上網」熱線 2922 9200 通知及辦理搬遷手續。
- 若合約期內搬遷多於一次，用戶須向「有機上網」繳付港幣\$680 搬遷費用。

(三) 器材

1. 器材（如數據機）在任何時間均屬於網絡供應商的財物。
2. 「有機上網」寬頻服務的相關器材費用如下：
 - 數據機：HK\$1,000
 - 變壓器（俗稱「火牛」）：HK\$100
3. 器材於用戶保管及管控期間，用戶須對其承擔責任。網絡供應商可隨時更換網絡供應商的器材。若寬頻服務合約終止，用戶須將器材歸還網絡供應商。若器材有任何遺失或損壞，用戶須支付有關的維修或更換的費用。
4. 網絡供應商作為其供應商器材的擁有人，用戶不得：
 - 除去或篡改網絡供應商器材上的任何本供應商識別標誌或標籤；
 - 除去或篡改網絡供應商器材上的任何組件（包括軟件）；
 - 容許網絡供應商或網絡供應商僱員、代理或承辦商以外的任何人維修或保養供應商器材；及
 - 放棄對網絡供應商器材的管有或控制。
5. 用戶確認由網絡供應商提供的器材可由網絡供應商及／或其聯營供應商使用，在樓宇內向任何第三者提供所認購的服務。用戶持續使用服務將被視為用戶接受該器材之共用。

(四) 使用服務

1. 用戶使用所選擇的服務時，須時刻遵守適用法律及使用政策。用戶同意任何其他人士使用服務（無論是否經用戶授權）均視為用戶使用有關服務。
2. 用戶不得截取、干擾或篡改服務的訊號，不得使用或容許服務用作下列用途：
 - 撥打非應邀、帶有令人反感、誹謗、不雅、淫褻、威脅、滋擾或嚇詐性質的電話；
 - 傳送非應邀、帶有令人反感、誹謗、不雅、淫褻、威脅、滋擾或嚇詐性質的訊息或內容；
 - 對他人造成煩擾或不便，或令他人產生不必要的焦慮；
 - 在未經授權的情況下入侵、闖入、進入或使用他人的網站；或
 - 在網絡供應商的器材（如伺服器）獲分配的任何儲存空間內，儲存或上載任何可用作駭客入侵或非法用途的資料。
3. 用戶不得使用可能損害網絡供應商的網絡、任何第三方電訊網絡或其他客戶器材的任何器材或儀器。若用戶如此行事，用戶必須立即停止接駁有關器材或儀器。
4. 用戶同意透過網絡供應商服務接通的任何內容、網絡供應商為用戶提供的軟件或其他版權資料僅供用戶按照合約用作私人使用，用戶不得：
 - 複製、篡改或更改該等軟件；
 - 複製、篡改、傳送、發佈或展示內容或資料；或
 - 向任何其他人士提供上述內容、軟件或其他資料或將其用作任何商業用途。
5. 若用戶享用「有機上網」提供的互聯網接達服務，用戶同意自行承擔使用互聯網的風險。用戶有責任確保用作接通服務的任何器材或儀器不受病毒及駭客攻擊。
6. 用戶授權「有機上網」按照適用法律，免費使用用戶或任何其他使用人士透過服務上載至網絡供應商網絡的任何資料或內容。

(五) 終止服務

1. 如用戶違反以上（三）至（四）的條款，均視作為違反合約論，「有機上網」可即時暫停或終止服務或合約。若用戶未有在「有機上網」通知違約起計 7 天內糾正違約行為，「有機上網」可暫停或終止服務或合約。

2. 用戶必須於合約完結時提前 30 天通知「有機上網」終止服務，否則用戶仍須負責繳付其後的上網費用。另外，合約期內終止服務將不設退款，用戶必須交還全套寬頻上網儀器〔包括數據機及變壓器（俗稱「火牛」）〕，如用戶因任何原因遺失或損壞寬頻上網儀器而需要購買或更換，家居網絡供應商 HKT 將收取相關費用如下：
 - 數據機：HK\$1,000
 - 變壓器（俗稱「火牛」）：HK\$100
3. 用戶在交還全套寬頻上網儀器予網絡供應商後，需將簽收的「終止服務報告」提交「有機上網」以作紀錄。

(六) 修訂

1. 「有機上網」保留更改使用條款之權利。「有機上網」會在網站（www.weborganic.hk）張貼經已更改的使用條款而不作另行通知。用戶於使用服務前必須同意本使用條款。用戶如欲參閱附加條款，敬請瀏覽「有機上網」網頁（www.weborganic.hk）。
2. 此「顧客條款及條件」的英文版為中文版譯本。如中、英文兩個版本有任何抵觸或不相符之處，應以中文版本為準。

General Terms and Conditions

(I) General Items

- The special offers are only eligible to the full-time secondary student, primary student, YiJin and YETP student who falls into the following categories: who falls into the following categories:
 - ✓ Applicants receiving the flat-rate grant for School-related Expenses under the Comprehensive Social Security Assistance (CSSA) scheme; or
 - ✓ Applicants passing the means test for receiving 'Full' or 'Half' level of financial assistance from the Working Family and Student Financial Assistance Agency (SFAA).
 - ✓ The family income of applicants cannot be over 75% of Median Monthly Domestic Household Income (MMDHI) in latest 3 months.
- Relevant support document should be provided by applicants. Those support documents received by WebOrganic are only used for identification purpose and are not allowed to transfer to any third party. Order can be placed through any WebOrganic Screening Centres.
- Upon receiving the Payment Advice from the Screening Centre, applicants can pay by the following methods:

① Bank-in② ATM transfer③ e-Banking④ Cheque
- Applicants should submit Payment Proof together with Payment Advice which pre-printed the membership ID to WebOrganic. WebOrganic will verify the information through Screening Centre. After verification and receipt of payment, applicant will become WebOrganic User ("User").
- After submitting the related document and payment about 7 working days, the User can contact WebOrganic hotline 2922 9200 to make installation appointment for the broadband service by herself / himself.
- All refund will be honoured by cheque. Any refund application must be made within three months from the date of payment. Refund cheque must be deposited to bank within six months since the issuance date. No new cheque will be issued to replace any overdue cheque. WebOrganic reserves the rights in processing refund.
- WebOrganic's broadband service is a 3-year contract to all applicants except F.5 and F.6 students. 2-year contract would be offered to F.5 student and 1-year contract would be offered to F.6 student. Unless otherwise agreed by WebOrganic, any broadband service plans should NOT be changed, NO early termination within the period of contract. WebOrganic reserves the right to charge relative fee for early termination including \$50 administration fee and used broadband service in monthly basis.
- WebOrganic Broadband Service's application is on family basis. Each family can apply for one broadband service plan only and the installation address should be as same as the residential address mentioned in the Service and Application Form.
- Network provider will responsible for broadband device installation only. WebOrganic's Home broadband service will not include router, home telephone, email, television or other additional services.
- The speed of home broadband service would be subject to HKT's final decision. Bandwidth Specification refers to network specifications of the subscribed services for the broadband line connected from the modem at user's premises to the first piece of network equipment or central office of the NETVIGATOR network. Bandwidth specifications of 8M, 30M and 100M listed on Application correspond to a maximum dedicated

downstream bandwidth of 8Mbps/30Mbps/100Mbps and maximum dedicated upstream bandwidth of 800Kbps/10Mbps/30Mbps respectively. For bandwidth specifications of 200M and 1000M correspond to a maximum upstream and downstream bandwidth of 200Mbps and 1000Mbps respectively. The actual speed user experience using the Services will be less than the network specifications and affected by user's device, technology, network and software used, network configuration and coverage, usage levels, international bandwidth and extraneous factors.

11. This WebOrganic's Concession Scheme is provided and operated by "Information Technology Resource Centre Limited".
12. User is entitled to have three days of cooling-off period in this contract, and that User can cancel this contract and claim a refund up to 3 business days after entering into the Contract by contacting WebOrganic hotline 2922 9200. Otherwise, User agrees to and undertakes all of the terms and conditions of this Contract.

(II) Broadband Removal

1. User can enjoy a free broadband removal service within the contract if moving to a new address. The relocation arrangements will depend on the network coverage provided by the network provider.
2. User must inform WebOrganic by Hotline 2922 9200 before 30 days to make the broadband removal appointment.
3. If there are more than one broadband removal service within the contract, WebOrganic will charge HK\$680 2nd removal fee for this issue.

(III) Equipment

1. The Equipment (e.g. modem) is and should at all times remain the property of the network provider.
2. The charge of WebOrganic Broadband Service's related equipment showed as below:
 - Modem: HK\$1,000
 - Adaptor: HK\$100
3. User is responsible for the equipment while it is in his/her custody or control. The network provider can change their equipment anytime. User must return the equipment to network provider if terminating broadband service. If User does not do so or the equipment is lost or damaged, User is requested to pay for it to be repaired or replaced.
4. Network provider is and should remain as the owner of their equipment, User should not:
 - remove or tamper with any of our identification mark or label on network provider's equipment;
 - remove or tamper with any components (including software) of network provider's equipment;
 - permit anyone other than network provider or their employees, agents or contractors to repair or maintain their equipment; and
 - part with the possession or control of their equipment.
5. User acknowledges that the Equipment provided by the network provider and/or its Affiliates for the provision of the other service(s) subscribed by any third party for use in the Premises. The continuous use of the Service by himself/herself is deemed to be his/her acceptance of the sharing of the Equipment.

(IV) Use of the Services

1. User must always observe the applicable laws and use policies in the way that User uses the chosen Services. User agrees that the use of the Service by any other Users, whether authorized by himself/herself or not, should be regarded to be the use of the Service by himself/herself.
2. User must not intercept, interfere or tamper with the signals of the Service and must not use the Service or allow the Service to be used to:
 - make unsolicited, offensive, defamatory, indecent, obscene, menacing, nuisance or hoax calls;
 - send unsolicited, offensive, defamatory, indecent, obscene, menacing, nuisance or hoax messages or Content;
 - cause annoyance, inconvenience or needless anxiety to any person;
 - hack, break into, access or use the website of someone else without authority; or
 - store or upload any materials in any storage space assigned by the network provider in the network provider's Equipment (such as servers) that can be used for hacking or illegal purposes.
3. User should not use any equipment or device that may harm the network provider's Network, the telecommunications network of any third party or other customers' equipment. If User does so, User must disconnect it immediately.
4. User agrees that any Content accessible through the network provider's Service, software or other copyright material which the network provider supplies to me is for his/her own private use in accordance with the Contract, and that User must not:
 - copy, tamper with or change such software;
 - copy, tamper with, transmit, publish or exhibit the Content or material; or
 - supply such Content, software or other material to any other person or use it for any business purpose.
5. If User has an internet access service from WebOrganic, User accepts that he/she using the Internet at his/her own risk. User is responsible for making sure that any equipment or device User uses to access the Service is protected against viruses and hacking.
6. User authorizes WebOrganic to use without charge any material or Content that him/her or any other Users upload through the Service to the network provider's Network in accordance with the applicable law.

(V) Termination of Service

1. Conditions described in clauses Part III to Part IV should be regarded as a breach of contract, and WebOrganic may suspend or end the service or the contract immediately.
2. Before the end of contract date, User is required to give at least 30 days' prior notice to WebOrganic for the broadband termination. Otherwise, the afterward broadband service fee should be paid by the User. And, there is no refund if terminating the broadband service within contract period. Network provider HKT will charge the related fee from the User without any reasons if the broadband equipment (including modem and adaptor) cannot be returned or broken as below:
 - Modem: HK\$1,000
 - Adaptor: HK\$100
3. User should provide the Broadband Service Termination Report to WebOrganic as a record after returning the equipment to network provider.

(VI) Amendments

1. WebOrganic may at any time, and in the sole discretion, amend these Terms and Conditions and post the amended version on the Website (www.weborganic.hk) without any notification. Users have to agree these Terms and Conditions before using our service. Please check the Website (www.weborganic.hk) periodically for changes.
2. This “General Terms and Conditions” is translated from Chinese. If there is any inconsistency or ambiguity between the English and the Chinese version, the Chinese version shall prevail.