Sprint Taiwan Telecommunications Ltd. Telecommunications Business Code of Practices (English translation)

Article 1

Sprint Taiwan Telecommunications Ltd. (hereinafter "Licensed Operator") provides Type II telecommunications services via leasing telecommunication circuit or services from other telecommunications service provider.

Article 2

This Code of Practices governs the provision of the following services:

- 1. Internet Access Service.
- 2. Data Exchange Communications Services.
- 3. Bandwidth Resale Service

("The above services are hereinafter referred to as "the Services").

Article 3

Subscribers leasing the Services governed by this Code shall file their application by completing standard application forms and attaching relevant supporting documents.

The Licensed Operator may enter into individual service contracts with certain subscribers where special needs so require.

Article 4

The items to be charged and the fee schedule for the Services subscribed to by the subscriber shall be set based on the Fee Schedule announced by the Licensed Operator at the time that the Services were provided to said subscriber. Any adjustments to the fees shall be made according to the newly-announced rates. A subscriber may, at any time, terminate the service contract and apply for a refund in the event that it has any objection to the new rates.

Article 5 Rights and Responsibilities

- 1. All expenses incurred by the subscriber during the term of its lease shall be borne by the subscriber.
- 2. The Licensed Operator will assist the subscriber in liaising with the relevant authorities so as to conduct repairs and maintenance with respect to losses incurred as a result of poor transmission provided by telecommunications companies; however, the Licensed Operator shall not be responsible for

recovering such losses for the subscriber nor carrying out maintenance on transmission circuits.

- 3. The Licensed Operator shall not be responsible for monetary and non-monetary damages caused by interruptions to the Services that resulted from typhoons, earthquakes, tidal waves, floods, power interruptions, wars, and other Acts of God.
- 4. The Licensed Operator may charge an appropriate service fee for dispatching its personnel to inspect and repair circuit blockage if it is determined that the blockage was caused by the subscriber.
- 5. The Licensed Operator shall maintain the proper operation of the system and equipment for the Services and conduct repairs immediately upon detection of blockage except in circumstances where the subscriber provides its own facilities.
- 6. Where default, delay, termination, or disconnection of telecommunication occurs as a result of system blockage and interruption of the licensed operator during the term of lease of the Service by the subscriber, the licensed operator shall be responsible for resumption of the system and the subscriber need not pay for any fees related to said maintenance nor repairs. Where interruption continues for more than twenty-four hours, one-thirtieth of the total monthly leasing fee shall be deducted for every twenty-four hours of interruption, however, no deduction is allowed where the interruption is resumed within twenty-four hours. The maximum deduction allowed per month should be 80% of the monthly leasing fee for the current month. Deductions from the monthly leasing fees shall be made in accordance with the individual service agreement.

Article 6 Termination of Individual Service Contract

- 1. The expiry date of the service contract shall be specified by the Licensed Operator and individual subscribers.
- 2. Subscribers intending to terminate the use of the Services shall comply with the service agreement and issue a 15-day prior written notice to the licensed operator stating the proposed date of termination. Such termination shall take effect upon acceptance by the licensed operator and the settlement of all fees due.
- 3. Subscribers shall settle all outstanding bills and fees due within the prescribed period as notified by the Licensed Operator. Where a subscriber does not settle its bill within the prescribed period and fails to respond to demands for payment issued by the Licensed Operator, the Licensed Operator may proceed to terminate the service contract with said subscriber, and the subscriber will still be required to settle all fees due.

Article 7 Others

- Subscriber shall notify the Licensed Operator, by telephone or facsimile, of changes to contact address and telephone numbers, so as to ensure the subscriber's rights. The Licensed Operator's customer service hotline: (Telephone) <u>02-8725-677; (Fax) 02-2729-5577</u>.
- 2. The Licensed Operator reserves its rights not to accept applications for internet services from subscribers with bad credit records.
- 3. The Licensed Operator shall provide a verbal or written response to any complaint filed by subscribers within two weeks of such filing.
- 4. Subscribers shall comply with international conventions on internet services, R.O.C. telecommunications laws, and relevant laws regarding intellectual property right, violation of such regulations will result in automatic termination of the violating subscriber's rights to use the Services and the provision of the Services by the Licensed Operator without first obtaining consent from said subscriber.
- 5. The Licensed Operator shall maintain and safeguard the confidentiality of subscriber information that the Licensed Operator is entrusted with or exposed to during the term of this Agreement and undertake not to disclose such information to any third party except where a subscriber requests review of their own information and where one of the following circumstances occurs, which complies with Article 23 of the Law Governing Protection of Personal Data Processed by Computers:
 - (a) Where such disclosure is required by the courts, the police, or national security bodies for the purposes of criminal investigation or evidence gathering;
 - (b) Where such disclosure is required by other governmental authorities for the legitimate purpose of exercising its statutory power; and
 - (c) Where such disclosure is required by authorities in charge of public safety for the purpose of emergency relief.

Official notification issued by the relevant authority shall state its reasons for requesting disclosure and providing relevant supporting laws and regulations except in cases of absolute emergency.

- 6. The Licensed Operator shall keep all personal information confidential and comply with the Law Governing Protection of Personal Data Processed by Computers and the relevant work rules and the Guidelines for Telecommunications Business Handling of Personal Data Processed by Computers.
- 7. Subscriber is prohibited from using any information or resources obtained through the course of receiving the Services without authorization or public announcement

by the owner of said information and resources.

- 8. The provider shall be legally responsible for all information it supplied for the provision of the Services. The provider mentioned here refers to the entity providing information via its use of the Services.
- 9. Disputes between subscriber and provider over information arising out of the course of their use of the Services shall be resolved between the parties. The licensed operator is not responsible for any damages arising from such dispute.
- 10. Where the Licensed Operator and its subscriber cannot resolve any dispute arising out of the contract for the Services, the Taipei District Court shall be the court of first instance with respect to such dispute.
- 11. The licensed operator shall immediately notify the subscriber in the event that the Licensed Operator's permit is revoked by the competent authority. The licensed operator shall issue a notification to subscriber with respect to temporary suspension or termination of part or all of the Service one-month prior to such suspension/termination and file such notification with the DGT for recordation.

Within one month of receipt of such notification, subscriber shall appear at the business premises of the licensed operator and apply for a refund (without any interest) of fees paid or finalize payment of outstanding fees.

12. All matters not stipulated in this Code shall be governed by the relevant laws and regulations.