

Copies of Terms and Conditions are available upon request at the Company Stores or by calling the Company hotline or retrieved from the Company web site.

**Terms & Conditions T&C H33  
(Terms & Conditions for “HomePhone+” - Call Guard Service)**

The following terms and conditions are supplemental to the Sales and Services Agreement and the Company's terms and conditions for Wireless Fixed-Line Services (“the Services”), please refer to T&C H01-03 published at smartone.com

**1) Term**

1.1 The Customer shall use the Call Guard service for the period specified in the Sales and Services Agreement (“Term”). The Term shall start from the service effective date.

**2) Service Plan**

2.1 The Customer shall use the following Service Plan as specified in the Sales and Services Agreement:

Service	Monthly Service Plan	Service Features	Additional Bonus Feature
Call Guard	\$25	1. White List 2. Black List 3. Bar Withheld Numbers	Junk Calls

2.2 The Service Plan is charged on a monthly basis. The monthly charges for the first month will be charged on a pro-rata basis from the service effective date to the first bill date. The monthly charges are payable in advance and non-refundable under whatever circumstances.

2.3 Unless otherwise specified by the Customer, the Call Guard service will continue to be provided to the Customer after the expiry of the Term and such service will be charged at the same Monthly Service Plan that is chargeable to the Customer on the expiry date of the Term.

**3) Bonus**

3.1 If the Customer subscribes to 24 months contract for Call Guard service (“Term”), the Customer shall be entitled to the following Bonus.

Credit Amount and Payment Method:

Bonus	Credit Arrangement (HK\$)	Liquidated damages (HK\$)
24 months bonus	Total Credit Amount of \$120 bonus, over 24 months (\$5 x 24 months)	\$25 x remaining months of the Term (LDA24M25)

3.2 The Credit Amount will be credited to the monthly bill of the Customer's Account. The first Credit Amount will be credited to the 1st monthly bill after the service effective date.

3.3 The Credit Amount paid by the Company will only be applied by the Company to meet the Customer's payment obligations to the Company in respect of the Customer's Account. However, the Customer cannot set-off any other sum payable to the Company against any part of the Credit Amount payable by the Company to the Customer's Account.

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- 3.4 The Credit Amount cannot be exchanged for cash.
- 3.5 The Company shall not be under any obligation to pay any interest to the Customer on the Credit Amount.
- 3.6 The Customer not be entitled to the Credit Amount or any balance thereof and shall pay the Company liquidated damages specified above upon the occurrence of any of the following events before the expiry of the Term:
  - a) if the Customer changes to a service not specified above; or
  - b) if the Customer terminates the Call Guard service; or
  - c) if the Customer changes the number or the registered name for the Services; or
  - d) if the Services is terminated or disconnected for whatever reason.

#### **4) Call Guard Service**

- 4.1 The Call Guard service is only available to customers who have subscribed the Company's "HomePhone+".
- 4.2 The Customer agrees:
  - a) to use the Call Guard service for personal and non-commercial use only;
  - b) not to violate, reverse-engineer, duplicate, transfer, copy, distribute or otherwise tamper with any part of the Call Guard service for any reason or assist another person to do so.
- 4.3 Usage rules established by the Company relating to the Call Guard service may be controlled and modified by the Company for compliance purpose and the Company reserves the right to enforce such usage rules without notice to the Customer.
- 4.4 The Company reserves the right to revise the terms and conditions of the Call Guard service from time to time.

#### **5) Junk Calls**

##### **5.1 Junk Calls Service**

- 5.1.1 Junk Calls feature consists of lists of Junk Call Numbers that are submitted by subscribers of the Call Guard service from time to time. For the purpose of the Junk Calls, '*Junk Call Numbers*' shall mean unsolicited phone calls to people they don't know in an attempt to sell products or services or survey calls.
- 5.1.2 Junk Calls is an additional feature of the Call Guard service. Junk Calls is automatically switch on once the Customer subscribes to the Call Guard service. With the switching on of the Junk Calls, the Customer agrees the Company to block all those phone numbers included in the Junk Calls List on their behalf. In the Junk Calls, the "Report last answered caller as junk call" feature will block the last call answered or the last call diverted to voice recorder.
- 5.1.3 After subscribing to the Call Guard service and switching on the Junk Calls feature, the Customer can from time to time submit Junk Call Numbers to be included in the Junk Calls List. The Customer agrees that the Junk Call Numbers they submit to Junk Calls List will be shared by all subscribers of the Call Guard service. By using the Junk Calls feature, the Customer represents and warrants that the phone numbers he or she has submitted to the Junk Call List are unsolicited phone calls they received and fall within the definition of Junk Call numbers as defined in Clause 5.1.1 above. The Customer further undertakes to submit the Junk Call Numbers to the Junk Calls List responsibly and will not abuse or prank-play against the Company's platform or any companies or any individuals. The Customer shall not use the "Report last answered caller as junk call" feature to do anything unlawful, misleading, malicious or discriminatory.
- 5.1.4 The Company reserves the right, but has no obligation to monitor disputes between the Customers or the owner of phone numbers in the Junk Calls List that are submitted by the subscribers of the Call Guard service. The Customer

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shall be solely responsible for all activities and liability with respect to submission of the Junk Call Numbers to the Junk Calls List and the use of the Junk Calls and the Call Guard service.

## 5.2 Rights of the Company

- 5.2.1 Junk Calls of the Call Guard service is a service platform provided by the Company for subscribers of the Call Guard service to submit Junk Call Numbers. If in the reasonable opinion of the Company, a Junk Call Number submitted does not constitute a Junk Call Number as defined in Clause 5.1.1 above, the Company reserves the right at its absolute discretion to delete such Junk Call Number from the Junk Calls List or suspend access to any Junk Call Number in the Junk Calls List at any time, without notice for any reason whatsoever.
- 5.2.2 If a Junk Call Number is deleted from the Junk Calls List pursuant to Clause 5.2.1, the Company may add this Junk Call Number to the Black List of the Customer who previously submitted such Junk Call Number to the Junk Calls List.
- 5.2.3 If the Customer fails to comply with any of the obligations specified above the Company reserves the right at its absolute discretion to terminate the Junk Calls feature of the Call Guard service for such Customer without notice. Termination of the Junk Calls feature shall not relieve the Customer from fulfilling his obligations including payment of the monthly fee for the Call Guard service.

## 6) Intellectual Property rights

- 6.1 The design of the Call Guard service along with service features specified above (“Applications”) and the trademarks, service marks and logos contained therein (“Marks”) are owned by the Company and is protected by applicable intellectual property laws including but not limited to copyright. Except to the extent permitted by law, the Customer shall not use such Applications and/or Marks in any way whatsoever except for use of the Call Guard service. The Customer shall not modify, rent, lease, loan, sell, distribute or create derivative works based on the Applications in any manner.

## 7) Privacy Policy

- 7.1 The privacy of the Customer is important to the Company. The Company has developed a Privacy Policy that covers how it collects, uses, discloses, transfers and stores the Customer's information. Please visit [smartone.com/privacypolicyen](http://smartone.com/privacypolicyen) for full details of the Company's Privacy Policy.
- 7.2 The Company will do its best to keep the Customer's privacy safe, but the Customer is advised to protect his own personal information carefully.

## 8) Applicable Laws

- 8.1 The Customer shall comply with the laws of Hong Kong Special Administrative Region that apply to the Customer's use of the Call Guard service.
- 8.2 The Customer expressly agree to the exclusive jurisdiction for any claim or dispute with the Company or relating in any way to the use of the Call Guard service resides in the courts of Hong Kong Special Administrative Region.

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**9) Limitation of Liability**

- 9.1 Use of the Call Guard service is at the Customer's sole risk. The Company makes no warranties of any kind in relation to the Call Guard service and /or the Junk Call Numbers in the Junk Calls and accepts no responsibilities for the accuracy or completeness or timelessness of the White List, Black List, Bar Withheld Numbers List and / or Junk Calls List provided through the Call Guard service and does not accept any liability for any cost, expense, loss or damage whatsoever arising from any inaccuracies or omissions. Further, the Company disclaims liability for any error, omission or misstatement in or arising from the Call Guard service. The Company does not endorse or recommend any Junk Call Numbers in the Junk Calls List.
- 9.2 The Company shall under no circumstances be liable whether in contract, tort, statute or otherwise (including without limitation for negligence, breach of contract, defamation) for any special, direct, indirect or consequential loss or damage (including without limitation, loss of revenue, loss of data or goodwill) which is suffered, sustained or incurred by the Customer, or any person arising (directly or indirectly) from or out of or relating to the Call Guard service.

**10) Advertising**

- 10.1 The Customer acknowledges and agrees that the Call Guard service may include advertisement .
- 10.2 The Company is not a party to and is not otherwise involved in any manner in any correspondence or business dealings with, or participation in promotion of, advertisers found on or through the Call Guard service, including payment and delivery of goods or services and any other terms, conditions, warranties or representations associated with such dealings which are solely between the Customer and such advertiser. The Customer agrees that the Company shall not be responsible or liable for any loss or damage whatsoever incurred as a result of any such dealings or as the result of the presence of such advertisers on the Call Guard service.
- 10.3 The Company does not represent or endorse the accuracy or reliability of any information, advertisements or contents contained on, distributed through, or linked, downloaded or accessed from the Call Guard service. The Company cannot and does not guarantee the quality or reliability of any products or information purchased or obtained by the Customer as a result of an advertisement or any other information displayed in the Call Guard service. By using the Call Guard service, the Customer expressly acknowledges and agrees that the Company shall not be responsible for any damages, claims or other liability arising from or related to such advertisements or information displayed in the Call Guard service.
- 10.4 The Company may provide advertisers with reports on how their advertisements performed on the Call Guard service, but the Company only provides the data to them after the Company has removed the Customer's name or any other personally identifying information from it, or has combined it with other people's data in a way that it is no longer associated with the Customer.

- 11) The Company reserves the right to revise the terms and conditions of the Service from time to time.