



**Terms & Conditions T&C-V002B**  
**Terms & Conditions for 'Connecting Tone Channels' Service**

**1) Your Acceptance**

1.1 This is an agreement between SmarTone Mobile Communications Limited ("SmarTone" or "the Company") and you ("you"), a user of Connecting Tone Channels ("the Service"). BY USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE TO THESE TERMS AND CONDITIONS. If you do not agree to any of these terms and conditions, you may not use the Service.

**2) Connecting Tone Channels Service**

2.1 The Service is only available to customers who have subscribed the Company's mobile telephone services.

2.2 The Customer shall use the Service for the period specified in the Sales and Services Agreement ("Term"). The Term shall start from the service effective date.

2.3

Service Plan	Term
'Connecting Tone Channels' Basic Plan <ul style="list-style-type: none"> <li>• No fixed term contract</li> <li>• Monthly fee at HK\$28 per month.</li> </ul>	--
'Connecting Tone Channels' Premium Plan <ul style="list-style-type: none"> <li>• No fixed term contract</li> <li>• Monthly fee at HK\$38 per month.</li> </ul>	--
'Connecting Tone Channels' Basic Plan <ul style="list-style-type: none"> <li>• 12-months contract</li> <li>• Monthly fee at HK\$28 per month</li> </ul>	12 months (Applicable for retention only)
'Connecting Tone Channels' Premium Plan <ul style="list-style-type: none"> <li>• 12-months contract</li> <li>• Monthly fee at HK\$38 per month</li> </ul>	12 months (Applicable for retention only)
'Connecting Tone Channels' Basic Plan <ul style="list-style-type: none"> <li>• 24-months contract</li> <li>• Monthly fee at HK\$28 per month</li> </ul>	24 months
'Connecting Tone Channels' Premium Plan <ul style="list-style-type: none"> <li>• 24-months contract</li> <li>• Monthly fee at HK\$38 per month</li> </ul>	24 months

2.4 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.

2.5 'Connecting Tone Channels' Basic Plan monthly fee includes 1 channel change per month. 'Connecting Tone Channels' Premium Plan includes 2 channel changes per month. Additional channel changes will be charged \$18 per channel.



- 2.6 Unless otherwise specified by the Customer, the Service will continue to be provided to the Customer after the expiry of the Term and such service will be switched to a then prevailing comparable plan on non-contract basis that is specified from time to time.
- 2.7 In addition to monthly fees, browsing Connecting Tone Channels content or sampling music tracks will incur data charge. Local data will be charged at or deducted from the customer's subscribed price plan, whichever is applicable. Standard roaming data charges will apply while browsing Connecting Tone Channels content or sampling music tracks abroad. If the customer has applied for a Roaming Data Pack, data will be deducted from the plan. Please visit [smartone.com/roamingdatapacken](http://smartone.com/roamingdatapacken) for details.
- 2.8 You agree:
  - a) To use the 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 Service for any reason or assist another person to do so.
- 2.9 Usage rules established by the Company relating to the 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 you.
- 2.10 The Service can only be used on mobile handsets specified by the Company. Any actions on jailbroken or rooted devices are taken at your own risk.

**3) Rebate**

- 3.1 If the Customer subscribes to contract for Connecting Tone Channels service, the Customer shall be entitled to the following rebate.

Credit Amount and Payment Method:

Bonus	Credit Arrangement	Liquidated Damages (HK\$)
12 months bonus for 'Connecting Tone Channels' Basic Plan 12-months contract	Total Credit Amount of HK\$120 bonus, over (HK\$10 x 12 months)	HK\$28 x remaining months of the Term
12 months bonus for 'Connecting Tone Channels' Premium Plan 12-months contract	Total Credit Amount of HK\$120 bonus, over (HK\$10 x 12 months)	HK\$38 x remaining months of the Term
24 months bonus for 'Connecting Tone Channels' Basic Plan 24-months contract	Total Credit Amount of HK\$240 bonus, over (HK\$10 x 24 months)	HK\$28 x remaining months of the Term
24 months bonus for 'Connecting Tone Channels' Premium Plan 24-months contract	Total Credit Amount of HK\$240 bonus, over (HK\$10 x 24 months)	HK\$38 x remaining months of the Term

- 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 against any part of the Credit Amount payable by the Company to the Customer's Account.
- 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 will not be entitled to the Credit Amount or any balance thereof and shall pay the Company liquidated damages specified in clause 3.1 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 Connecting Tone Channels service; or
  - c) if the Customer changes the mobile telephone number or the registered name for the mobile telephone number; or
  - d) if at the request of the Customer or for whatever reason caused by the Customer, the mobile telephone services cannot be activated within 90 days from the date of the Sales and Services Agreement.

#### **4) Intellectual Property rights**

- 4.1 The design of the Service along with any service features (“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, you shall not use such Applications and/or Marks in any way whatsoever except for use of the Service. You shall not modify, rent, lease, loan, sell, distribute or create derivative works based on the Applications in any manner.

#### **5) Privacy Policy**

- 5.1 Your privacy is important to the Company. The Company has developed a Privacy Policy that covers how it collects, uses, discloses, transfers and stores your information. Please visit [smartone.com/privacypolicyen](http://smartone.com/privacypolicyen) for full details of the Company’s Privacy Policy.
- 5.2 The Company will do its best to keep your privacy safe, but still need your help. Please protect your own personal information carefully.

#### **6) Applicable Laws**

- 6.1 You shall comply with the laws of Hong Kong Special Administrative Region that apply to your use of the Service.
- 6.2 You expressly agree to the exclusive jurisdiction for any claim or dispute with the Company or relating in any way to the use of the Service resides in the courts of Hong Kong Special Administrative Region.

#### **7) Limitation of Liability**

- 7.1 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 you, or any person arising (directly or indirectly) from or out of or relating to the Connecting Tone Channels service.

#### **8) Advertising**

- 8.1 You acknowledge and agree that the Service includes advertisement.
- 8.2 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 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 Service.

The SmarTone logo consists of the word "SmarTone" in a white, sans-serif font, centered within a solid red rectangular background.

- 8.3 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 Service. The Company cannot and does not guarantee the quality or reliability of any products or information purchased or obtained by you as a result of an advertisement or any other information displayed in the Service. By using the Service, you expressly acknowledge and agree 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 Service.
- 8.4 The Company may provide advertisers with reports on how their advertisements performed on the Service, but the Company only provides the data to them after the Company has removed your 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 you.
- 9) The Company reserves the right to revise the terms and conditions of the Service from time to time.