

Terms & Conditions T&C-V057 Terms & Conditions for Easy Connect Service
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The following terms and conditions are supplemental to the Sales and Services Agreement and the Company's terms and conditions for Mobile Telephone Service (please refer to T&C 01 published at www.smartone.com).

1) Your Acceptance

1.1 This is an agreement between SmarTone Mobile Communications Limited ("SmarTone" or "the Company") and you ("you"), a user of Easy Connect service ("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) Easy Connect Service

- 2.1 The Service is only available to customers who have subscribed the Company's mobile services. The Service can be used on specific Android OS versions as specified on the Company website. For Android™ smartphone which does not support Google Play services, the Service will not be applicable on the smartphone.
- 2.2 The Company does not guarantee any user experience of the Service as such user experience may vary depending on the individual smartphone model, handset settings, firmware version and other factors whatever it applicable to.
- 2.3 The Service is currently free to download, but the Company reserves right to make any changes in the future.
- 2.4 Download and use of this service will incur data charge. Local data will be charged at or deducted from the SmarTone customer's subscribed price plan, whichever is applicable. Standard roaming data charges will apply while using this service abroad. If the customer has applied for a Roaming Data Pack, data will be deducted from the plan. Please visit smartone.com/roamingdatapack for details.
- 2.5 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.
- 2.6 The Service can only be used on Smartphones specified by the Company. Any actions on jailbroken or rooted devices are taken at your own risk.

3) Intellectual Property rights

3.1 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.

4) Privacy Policy

- 4.1 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/privacypolicy for full details of the Company's Privacy Policy.
- 4.2 The Company will do its best to keep your privacy safe, but still need your help. Please protect your own personal information carefully.

5) Applicable Laws

- 5.1 You shall comply with the laws of Hong Kong Special Administrative Region that apply to your use of the Service.
- 5.2 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.

6) Limitation of Liability

6.1 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 Service.

- 7) The Company reserves the right to revise the terms and conditions of the Service at any time. If any dispute arises, the Company's decision shall be final.