

Mobile Payment Terms & Conditions for Specified Mobile Monthly Plan Subscribers (T&C –V059)

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&C01 published at smartone.com).

1. The NFC SIM Card provided by the Company may support Near Field Communication services ("NFC Services") to be provided by third party service providers ("Service Providers"), including but not limited to NFC mobile payment services ("Mobile Payment Services") to be provided by financial institutions. The NFC Services are provided by the Service Providers directly and not the Company.

2. The Customer understand and agree any of the following events:
 - a) the Customer will use the Company's telecommunications network and SuperFast Broadband and Voice Plan / Basic Broadband and Voice Plan;
 - b) the Customer will be solely responsible for the compliance and performance of any agreements made between the Customer and the Service Providers and any other rules, regulations, procedures and requirements of the Service Providers in relation to the NFC Services;
 - c) the Customer will use a compatible device as specified by the Service Provider at all times;
 - d) the Customer will follow all security precautions and guidelines in relation to the NFC Services or any relevant NFC payment arrangement issued by the relevant Service Provider and any other regulatory authorities from time to time;
 - e) the Customer will be solely responsible for the use or any unauthorized use of the NFC Services;
 - f) the Customer will bear all fees, charges and expenses which may be imposed by the Service Providers in relation to the NFC Services; or
 - g) the Customer will provide the Service Providers with the mobile number assigned to the NFC SIM Card, and immediately report to the Service Providers of any loss or replacement of the NFC SIM Card, change of the mobile number assigned to the NFC SIM Card or any unauthorized use of the NFC Services.

3. The Customer agree and authorize the Company to disclose or transfer to the relevant Service Providers or their officers, contractors, agents or representatives from time to time the following information:
 - a) Information about the current status of the Customer's mobile account, including but not limited to:
 - i) activation, suspension, termination and resumption of the Mobile Service of the Number assigned to the NFC SIM Card; or
 - ii) reported loss of the NFC SIM Card or of a device with the NFC SIM Card installed, or replacement of the NFC SIM Card; or

- iii) new number in the event of any change of the number assigned to the NFC SIM Card
 - b) any other information as may be required by the Service Providers from time to time.
4. The Customer will pay to the Company for all SMS, Mobile Data or other charges (local or roaming) incurred as a result of any usage of the NFC Services or the Service Providers activating, suspending, terminating or resuming the NFC Services by sending SMS, which may or may not be shown or displayed on Customer's device, or by other means.
5. The Company reserves the rights to suspend or terminate the Mobile Payment Services, including but not limited to:
- a) the SIM or a mobile device with the SIM installed is reported lost; or
 - b) the Customer withdraws authorization to the Company to release information on the service status to the relevant financial institution; or
 - c) the Customer has any outstanding amounts owing towards the Company; or
 - d) the mobile service of the Customer's account under which the Mobile Payment Services are registered has been suspended or terminated; or
 - e) the financial institution requests the Company to suspend or terminate the Mobile Payment Services of the Customer
6. The Company does not guarantee the quality of the NFC Services and any other goods and services and mobile application provided by the Service Providers. Any disputes or complaints in connection with the NFC Services and such other goods and services must be directed to the Service Providers. The Company will not be liable for any matters arising from or in connection with the NFC Services and such other goods and services and or any loss and expense incurred or suffered by you or any other persons due to any unauthorized use of the NFC Services or any loss of the NFC SIM Card. The Company excludes all loss, damage, cost, expense, liability and penalty arising out of the NFC Services and such other goods and services and mobile application.
7. The Company may charge the Customer a reasonable fee for using NFC Services or activation of the NFC Services in the SIM and for replacement of the SIM.
8. The NFC SIM Card and the NFC Services of the number assigned to the NFC SIM Card are subject to the relevant terms and conditions.
9. Privacy Policy
- 9.1 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 for full details of the Company's Privacy Policy.

9.2 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.