

Terms & Conditions T&C-V061
Terms & Conditions for SmarTone CARE

SmarTone

1) Your Acceptance

1.1 This is an agreement between SmarTone Mobile Communications Limited ("SmarTone" or "the Company") and a "user" of SmarTone CARE ("CARE"). BY USING CARE, USER ACKNOWLEDGE AND AGREE TO THESE TERMS AND CONDITIONS. Otherwise, user may not use CARE.

2) SmarTone CARE

- 2.1 CARE can only be used on Smartphones specified by the Company.
- 2.2 Download and use of CARE will incur data charge. It will be charged at or deducted from relevant subscribed service plans, and charged at the applicable thereafter fee. Standard roaming data charges will apply while using CARE abroad. If the user has applied for a Roaming Data Pack, data will be deducted from the plan. Please visit smartone.com/roamingdatapaken for details. Non-SmarTone users, please check with respective mobile operator about data charges.
- 2.3 CARE requires a login with the Company data network to retrieve any information relating to mobile usage and billing of the user's account.
- 2.4 Mobile usage metering and balances and billing information are not real time and it may take some time to update actual usage displayed on the app. The Company makes no warranty that CARE will be uninterrupted, timely or error-free. Unbilled usage figures provided are for reference only and may vary with real-time usage.

3) Intellectual Property rights

3.1 The design of CARE along with any CARE features ("Applications") and the trademarks, CARE 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, user shall not modify, rent, lease, loan, sell, distribute or create derivative works based on the Applications in any manner.

4) Privacy Policy

4.1 The Company has implemented a Privacy Policy that covers how it collects, uses, discloses, transfers and stores your customer information. Please visit smartone.com/privacypolicyen for full details of the Company's Privacy Policy.

5) Applicable Laws

- 5.1 User shall comply with the laws of Hong Kong Special Administrative Region that apply to his/her use of CARE.
- 5.2. User expressly agrees to the exclusive jurisdiction for any claim or dispute with the Company or relating in any way to the use of CARE 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 CARE.

7) The Company reserves the right to revise the terms and conditions of the CARE from time to time.