

**Terms & Conditions T&C- V02
(Terms & Conditions for Street View To Go Service)**



1)Your Acceptance

1.1 BY SUBSCRIBING AND USING THE STREET VIEW TO GO SERVICE (The “Service”), YOU ACKNOWLEDGE AND AGREE THAT A CONTRACT IS FORMED BETWEEN YOU, AS COSTUMER, AND SMARTONE MOBILE COMMUNICATIONS (MACAU) LIMITED (Smartone” or “the Company”) AS PROVIDER OF THE SERVICE, WHICH IS GOVERNED BY THE TERMS AND CONDITIONS BELOW. If you do not agree to any of these terms and conditions, you may not use the Service.

2)Service Plan

2.1 As consideration for using the Service, the Customer agrees to pay the following monthly charges:

Service	Monthly Service Plan
Street View To Go	\$15

2.2 Usage of the Street View To Go Service application will incur data usage. Charges for local data usage will be charged at the Company’s standard rate for data services or deducted from the Customer’s subscribed data plan (as the case may be). Standard roaming data charges will apply while using Street View To Go abroad, please visit www.smartone.com for details.

3)Street View To Go Service

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

3.2 The Service is only applicable for mobile network.

3.3 Google Maps and Street View are offered by other organizations and are not a part of this Service. Please be sure to read their terms of service and privacy policies.

3.4 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.

3.5 Usage rules established by the Company relating to the Service may be controlled and modified by the Company for compliance purposes and the Company reserves the right to enforce such usage rules without prior notice to you.

3.6 The Service can only be used on Smartphones or Tablets specified by the Company. Usage of the Service through jailbroken or rooted devices is done at your own risk.

3.7 By subscribing for and using the Service, you undertake to comply with the following:

- a) You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on the Service.
- b) You will not solicit login information or access an account belonging to someone else.
- c) You will not use the Service to do anything unlawful, misleading, malicious, or discriminatory.
- d) You will not do anything that could disable, overburden, or impair the proper working of the Service, such as a denial of service attack.
- e) You will not facilitate or encourage any violations of these terms and conditions.

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 www.smartone.com for full details of the Company's Privacy Policy.

5.2 The Company will do its best to keep your privacy safe, but do not guarantee that the Service will be safe or secure. You should take all necessary measures to protect your own personal information.

6) Applicable Laws

6.1 You shall comply with the laws of Macau 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 Macau Special Administrative Region.

7) Limitation of Liability

7.1 The Company shall under no circumstances be liable whether in contract, statute or otherwise (including without limitation for negligence, breach of contract or 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.

8) Advertisement

8.1 The Company shall allow other companies to serve advertisements within the Service. SmarTone may provide advertisers with reports on how their ads performed, but SmarTone only provides the data to them after SmarTone 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.

8.2 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. SmarTone 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 SmarTone shall not be responsible for any damages, claims or other liability arising from or related to such advertisements or information displayed in the Service.

9) Termination

The Company reserves the right to suspend or terminate your access to the Service if you breach or if the Company has reason to believe that you have breached any of these terms and conditions or the terms and conditions of any other service contract you may have with SmarTone; the Company reserves the right to suspend or terminate the Service at any time; where practical conditions allow, the Company may serve a notice to you, prior to such suspension or termination; this contract and your access to the Service shall automatically expire if your mobile telephone service contract is terminated for any reason; termination or suspension under this clause is without prejudice as to your obligation to pay the fees stated in clause 2.1 up to the date thereof.

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