

Terms & Conditions T&C-V004
Terms & Conditions for 'HD Ringsong' 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 HD Ringsong ("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) HD Ringsong Service

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

2.2 You shall use the following Service Plan as specified in the Sales and Services Agreement.

2.3

Service Plan	Term
HD Ringsong a-la-carte download <ul style="list-style-type: none">No fixed term contract\$5 – \$16 per ringsong	--
HD Ringsong U-Pass monthly plan <ul style="list-style-type: none">12-month contractMonthly fee at \$38 per month.Unlimited download of ringsongs marked with "U-Pass" chop.	12 months

2.4 The Customer shall pay the Company liquidated damages (which is equivalent to the sum of the monthly fee of the subscribed 'HD Ringsong U-Pass' monthly plan multiply by the remaining months of the corresponding Term) upon the occurrence of any of the following events before the expiry of such Term:

2.4.1 If the Customer terminates any of the selected 'HD Ringsong U-Pass' monthly plan;

2.4.2 If the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or

2.4.3 If the mobile telephone service for the mobile telephone number is terminated/ disconnected for whatever reason.

2.5 If the Customer does not notify the Company of termination of the 'HD Ringsong U-Pass' service or renew the 'HD Ringsong U-Pass' for another contract term prior to the expiry of the Term, the Company shall automatically charge the Customer for the HD Ringsong U-Pass service at the regular monthly fee of \$48.

2.6 The Service allows Customer to download and save sound recordings ('Recording') and related digital content ('Materials') in Customer's mobile device and / or personal computer and play back such Recording and /or Materials at any time or for unlimited times from the mobile device and / or personal computer (as the case may be).

2.7 In addition to monthly fees, browsing HD Ringsong content or sampling and download of ringsongs 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 HD Ringsong content or sampling and download of ringsongs 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.

2.8 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 iPhone handsets 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/privacypolicyen 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 HD Ringsong service.

7) Advertising

- 7.1 You acknowledge and agree that the Service includes advertisement.
 - 7.2 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.
 - 7.3 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.
 - 7.4 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.
- 8)** The Company reserves the right to revise the terms and conditions of the Service from time to time.