

Copies of Terms and Conditions are available upon request at SmarTone Stores or by calling 24-hour hotline or retrieved from web site smartone.com

**Terms & Conditions T&C H20  
(Contract Term for HomePhone+ - Call Guard Service)**

The following terms and conditions are supplemental to the Sales and Services Agreement and the Company's terms and conditions for Wireless Fixed-Line Services ("the Services"), please refer to T&C H01-03 published at smartone.com

**1) Term**

1.1 The contract term is 24 months ("Term") and start from the service effective date.

**2) Service Plan**

2.1 The Customer shall use the following Service Plan as specified in the Sales and Services Agreement during the Term:

| Service    | Monthly Service Plan | Service Features   | Additional Bonus Feature |
|------------|----------------------|--|--------------------------|
| Call Guard | \$20                 | 1. Trusted Callers List<br>2. Blocked Callers List<br>3. Block the Blocker | Listed Nuisance Callers  |

**3) Rebate**

3.1 Credit Amount and Payment Method:

| Rebate | Credit Arrangement  | Liquidated damages (HK\$)                      |
|--------|---|--|
| \$120  | Total Credit Amount of \$120 over 24 months (\$5 x 24 months) | \$20 x remaining months of the Term (LDA24M20) |

3.2 The Credit Amount paid by the Company will only be applied by the Company to meet the Customer's payment obligations to the Company in respect of the Customer's Account. However, the Customer cannot set-off any other sum payable to the Company against any part of the Credit Amount payable by the Company to the Customer's Account.

3.3 The Credit Amount cannot be exchanged for cash.

3.4 The Company shall not be under any obligation to pay any interest to the Customer on the Credit Amount.

3.5 The Customer not be entitled to the Credit Amount or any balance thereof and shall pay the Company liquidated damages specified above upon the occurrence of any of the following events before the expiry of the Term:

- a) if the Customer changes to a service not specified above; or
- b) if the Customer terminates the Call Guard service; or
- c) if the Customer changes the number or the registered name for the Services; or
- d) if the Services is terminated or disconnected for whatever reason.

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#### **4) Call Guard Service**

- 4.1 The Call Guard service is only available to customers who have subscribed the Company's HomePhone+.
- 4.2 The Customer agrees:
  - a) to use the Call Guard 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 Call Guard service for any reason or assist another person to do so.
- 4.3 Usage rules established by the Company relating to the Call Guard 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 the Customer.
- 4.4 The Company reserves the right to revise the terms and conditions of the Call Guard service from time to time.

#### **5) Listed Nuisance Callers**

##### 5.1 Listed Nuisance Callers Service

- 5.1.1 The Listed Nuisance Callers consists of lists of Nuisance Phone Call Numbers that are submitted by subscribers of the Call Guard service from time to time. For the purpose of the Listed Nuisance Callers, '*Nuisance Phone Call Numbers*' shall mean unsolicited phone calls to people they don't know in an attempt to sell products or services or survey calls.
- 5.1.2 The Listed Nuisance Callers is an additional feature of the Call Guard service. The Listed Nuisance Callers is automatically switch on once the Customer subscribes to the Call Guard service. With the switching on of the Listed Nuisance Callers, the Customer agrees the Company to block all those phone numbers included in the Listed Nuisance Callers on their behalf.
- 5.1.3 After subscribing to the Call Guard service and switching on the Listed Nuisance Callers feature, the Customer can from time to time submit Nuisance Phone Call Numbers to be included in the Listed Nuisance Callers. The Customer agrees that the Nuisance Phone Call Numbers they submit to Listed Nuisance Callers will be shared by all subscribers of the Call Guard service. By using the Listed Nuisance Callers, the Customer represents and warrants that the phone numbers he has submitted to the Listed Nuisance Callers are unsolicited phone calls they received and fall within the definition of Nuisance Phone Call numbers as defined in Clause 5.1.1 above. The Customer further undertakes to submit the Nuisance Phone Call Numbers to the Listed Nuisance Callers responsibly and will not abuse or prank-play against the Company's platform or any companies or any individuals. The Customer shall not use the Listed Nuisance Callers platform to do anything unlawful, misleading, malicious or discriminatory.
- 5.1.4 The Company reserves the right, but has no obligation to monitor disputes between the Customers or the owner of phone numbers in the Listed Nuisance Callers that are submitted by the subscribers of the Call Guard service. The Customer shall be solely responsible for all activities and liability with respect to submission of the Nuisance Phone Call Numbers to the Listed Nuisance Callers and the use of the Listed Nuisance Callers and the Call Guard service.

##### 5.2 Rights of the Company

- 5.2.1 The Listed Nuisance Callers of the Call Guard service is a service provided by the Company for subscribers of the Call Guard service to submit Nuisance Phone Call Numbers. If in the reasonable opinion of the Company, a Nuisance Phone Call Number submitted does not constitute a Nuisance Phone Call Number as defined in Clause 5.1.1 above, the Company reserves the right at its absolute discretion to delete such Nuisance Phone Call Number from the Listed

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Nuisance Callers or suspend access to any Nuisance Phone Call Number in the Listed Nuisance Callers at any time, without notice for any reason whatsoever.

- 5.2.2 If a Nuisance Phone Call Number is deleted from the Listed Nuisance Callers pursuant to Clause 5.2.1, the Company may add this Nuisance Phone Call Number to the Blocked Callers list of the Customer who previously submitted such Nuisance Phone Call Number to the Listed Nuisance Callers.
- 5.2.3 If the Customer fails to comply with any of the obligations specified above the Company reserves the right at its absolute discretion to terminate the Listed Nuisance Callers feature of the Call Guard service for such Customer without notice. Termination of the Listed Nuisance Callers feature shall not relieve the Customer from fulfilling his obligations including payment of the monthly fee for the Call Guard service.

## **6) Intellectual Property rights**

- 6.1 The design of the Call Guard service along with service features specified above ("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, the Customer shall not use such Applications and/or Marks in any way whatsoever except for use of the Call Guard service. The Customer shall not modify, rent, lease, loan, sell, distribute or create derivative works based on the Applications in any manner.

## **7) Privacy Policy**

- 7.1 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 customers' information. Please visit [smartone.com](http://smartone.com) for full details of the Company's Privacy Policy.

## **8) Applicable Laws**

- 8.1 The Customer shall comply with the laws of Hong Kong Special Administrative Region that apply to the Customer's use of the Call Guard service.
- 8.2 The Customer expressly agree to the exclusive jurisdiction for any claim or dispute with the Company or relating in any way to the use of the Call Guard service resides in the courts of Hong Kong Special Administrative Region.

## **9) Limitation of Liability**

- 9.1 Use of the Call Guard service is at the Customer's sole risk. The Company makes no warranties of any kind in relation to the Call Guard service and /or the Nuisance Phone Call Numbers in the Listed Nuisance Callers and accepts no responsibilities for the accuracy or completeness or timelessness of the Trusted Callers, Blocked Callers, Block the Blocker and / or Listed Nuisance Callers provided through the Call Guard service and does not accept any liability for any cost, expense, loss or damage whatsoever arising from any inaccuracies or omissions. Further, the Company disclaims liability for any error, omission or misstatement in or arising from the Call Guard service. The Company does not endorse or recommend any Nuisance Phone Call Numbers in the Listed Nuisance Callers.
- 9.2 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 the Customer, or any person arising (directly or indirectly) from or out of or relating to the Call Guard service.

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