

## **Terms & Conditions T&C-V049**

### **(Terms & Conditions for Market Watch 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 Market Watch service ("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) Market Watch Service**

- 2.1 The Service is applicable for mobile network.
- 2.2 The charges of the Service are as follow, but the Company reserves right to make any changes in the future.

Service	Charge
Market Watch	\$35

- 2.3 The content provider has authorized SmarTone Mobile Communications Ltd. to collect the service fee for the Service(s) stated above. Such service fee will be combined with your mobile phone service fee and to be billed collectively. Late payment of the service fee may cause delay or interruption of your mobile phone service.
- 2.4 The service fee should be paid in advance; no refund will be made under whatever circumstances.
- 2.5 The billing date of the Service will be the same as the registration date, which may be different from the billing date of your mobile phone service.
- 2.6 In addition to service fees, use of the Service 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 using the Service abroad. If the customer has applied for a Roaming Data Pack, data will be deducted from the plan. Please visit [smartone.com/roamingdatapacken](http://smartone.com/roamingdatapacken) for details.
- 2.7 If you have selected 12-month contract offer, the Customer shall pay the Company liquidated damages (the monthly fee for Market Watch multiply by the number of months in the remaining Term) upon the occurrence of any of the following events before the expiry of the Term
- a) If the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
  - b) If the mobile telephone service for the mobile telephone number is terminated/ disconnected for whatever reason.
- 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 mobile phones specified by the Company. Any actions on jailbroken or rooted devices are taken at your own risk.

## 2.11 Disclaimer

### a) HKEx – Disclaimer

HKEx information services limited, its holding companies and/or any subsidiaries of such holding companies endeavour to ensure the accuracy and reliability of the information provided but do not guarantee its accuracy or reliability and accept no liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions.

### b) SmarTone - Disclaimer

The information and contents contained in the Service are based on the analyses and interpretations of publicly available information obtained from sources believed to be reliable. Such analyses and information have not been independently verified and SmarTone Mobile Communications Limited makes no guarantees to their accuracy, completeness, timeliness or correctness. The quotes, charts, commentaries and buy/sell ratings on the Service should be used as references only with your own discretion. SmarTone Mobile Communications Limited is not soliciting any subscriber or service visitor to execute any trade. Any trades executed following the commentaries and buy/sell ratings on the Service are taken at your own risk for your own account.

SmarTone Mobile Communications Limited provides the information and services on an "AS IS" basis. The information and contents on the Service are subject to change without notice.

SmarTone Mobile Communications Limited reserves the right, in its sole discretion but without any obligation, to make improvements to, or correct any error or omissions in any portion of the Service at any time. The subscriber or service visitor agrees not to reproduce, retransmit, disseminate, distribute, broadcast, publish, circulate, sell or commercially exploit the information and contents on the Service in any manner without the express written consent of SmarTone Mobile Communications Limited.

SmarTone Mobile Communications Limited cannot and does not give any assurance that the present or future buy/sell commentaries and signals on the Service will be profitable.

## 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](http://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 Social Mobile 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.