

Terms & Conditions T&C-V058 (Terms & Conditions for ST WiFi Calling Service)

The following terms and conditions are supplemental to the Sales and Services Agreement and the Company's Terms and Conditions for Mobile Telephone Service (please refer to T&C01 published at www.smartone.com).

1. Acceptance of Terms

1.1 This is an agreement between SmarTone Mobile Communications Limited ("SmarTone" or "the Company") and you ("You" or "the Customer") for use of ST WiFi Calling Service ("the Service"). BY USING THE SERVICE THE CUSTOMER ACKNOWLEDGES AND AGREES TO THESE TERMS AND CONDITIONS. If the Customer does not agree to any of these terms and conditions, the Customer may not use the Service.

2. Service Plan

- 2.1 Please refer to www.smartone.com for the latest Service fee which is subject to change from time to time without prior notice.
- 2.2 If you use the Service to make outgoing calls to non-Hong Kong phone numbers while you are abroad or in Hong Kong, applicable IDD charges will be incurred. If you use the Service and dial an international number with the "+" prefix, the 001 IDD service provided by SmarTone will be used and charges will be incurred. If you use the Service and dial an international number with the "1638" prefix, the 1638 IDD service provided by SmarTone will be used and charges will be incurred. You are required to pay for the IDD services provided by SmarTone or any other telecommunications service providers for the use of such IDD services together with the Service.
- 2.3 If you have subscribed to a designated chargeable Service Plan, SmarTone shall charge you HK\$8 daily or at such rate applicable from time to time for voice usage consumed through the Service from 00:00 to 23:59 (Hong Kong time) during the day. If you have subscribed to a designated Service Plan that entitles you to this Service for free, SmarTone shall not charge you any Service charges. However, you shall pay the charges for the WiFi connectivity provided by a third party and IDD services (if any).
- 2.4 Download, usage and content update of this app will incur data (including local and roaming) which will be deducted from relevant subscribed service plans or charged at the applicable thereafter fee. For customers without a data plan, standard data charges will apply.

3. ST WiFi Calling Service ("the Service")

- 3.1 The Service is available exclusively to SmarTone customers of designated service plans.
- 3.2 The Service allows you to make voice calls to any Hong Kong phone number or receive voice calls using the Service while you are in Hong Kong or overseas.
- 3.3 Voice usage consumed through the Service will not be charged towards the local voice minutes usage of your subscribed Service Plan.
- 3.4 Quality and provisioning of the Service depends on the reliability and stability of WiFi connection provided by a third party which is beyond SmarTone's control.
- 3.5 The Service can be used to make emergency calls in Hong Kong, but it cannot be used to make any emergency calls while you are abroad;
- 3.6 The Service cannot be used to access the chargeable 900 information services provided by telecommunications operators in Hong Kong;
- 3.7 The Service is compatible with designated smartphones running Android 5.0 or above and iOS 9.0 or above. For Android™ smartphone which does not support Google Play services, the Value-Added Service will not be applicable on the smartphone.
- 3.8 By using the Service, the Customer acknowledges the Company's right to share phone book contacts in the Customer's smartphone for the Service. No contact information will be stored by the Company.

3.9 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 prior notice to the Customer.

3.10 Any actions on jailbroken or rooted devices are to be undertaken at the Customer's own risk.

3.11 For the SmarTone number that you will use with the Service, the Company shall use such number for (i) verifying your eligibility for the Service; and (ii) billing of the Service to your corresponding account.

3.12 Upon termination of the Service, the Company will permanently delete the Customer's Service account. Deleted data is irretrievable and will not be available for restoration.

3.13 The Customer agrees:

- a) to use the Service for personal and non-commercial use only; and
- 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.

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, the Customer shall not use such Applications and/or Marks in any way whatsoever except for use of the Service. The Customer shall not modify, rent, lease, loan, sell, distribute or create derivative works based on the Applications in any manner.

5. Privacy Policy

5.1. The Company has developed a Privacy Policy that covers how it collects, uses, discloses, transfers and stores customer 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 the Customer's privacy safe, but the Customer is advised to protect his/her own personal information carefully.

6. Applicable Laws

6.1. The Customer shall comply with the laws of Hong Kong Special Administrative Region for use of the Service.

6.2. The Customer expressly agrees the courts of Hong Kong Special Administrative Region shall have the exclusive jurisdiction for any claim or dispute with the Company or relating in any way to the use of the Service.

7. Limitation of Liability

7.1. 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 the Customer or any person arising (directly or indirectly) from or out of or relating to the Service.

8. The Company reserves the right to revise the terms and conditions of the Service from time to time. If any dispute arises, the Company's decision shall be final.