

**Terms & Conditions T&C- V072**  
**(Terms & Conditions for Cloud Storage Manager 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 Cloud Storage Manager 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) Service Plan**

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

Service Features	Cloud Storage Manager	Add-on content encryption	Add-on mirror-sync
<b>Payment methods</b>	<b>Service Fees</b>		
Visa / Mastercard	HK\$15 / 30 Days HK\$45 / 90 Days HK\$90 / 6 months HK\$180 / 1 year	HK\$20 / 30 Days HK\$60 / 90 Days HK\$120 / 6 months HK\$240 / 1 year	HK\$20 / 30 Days HK\$60 / 90 Days HK\$120 / 6 months HK\$240 / 1 year
SmarTone bill	HK\$15 / month	Hk\$20 / month	HK\$20 / month

2.2 If you pay your bill via SmarTone, the Service is charged on a monthly basis. The monthly charges for the first month will be charged on a pro-rata basis from the service effective date to the first bill date. The monthly charges are payable in advance and non-refundable under whatever circumstances.

2.3 In addition to service fees, set out in Clause 2.1, download and use of the Service will incur data charge. Local data will be charged at or deducted from the SmarTone 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/roamingdatapack](http://smartone.com/roamingdatapack) for details. Customers of any other network, please check with your mobile operator about the respective data charges.

**3) Cloud Storage Manager Service ("the Service")**

3.1 The Service is applicable for mobile network and Wi-Fi.

3.2 You shall be solely responsible for your own content of upload and sharing, and the consequences of passing a link or publishing them. The Company makes no guarantees as to the validity, accuracy or legal status of your content.

3.3 The Company is not liable for content uploaded, downloaded or shared through the Service.

3.4 The Service is a file manager. The free storage is provided by third party cloud storage service providers, and is subject to change from time to time in accordance with the terms and conditions of such third party cloud storage service providers. Please be sure to read the terms and conditions and privacy policies of the cloud storage service providers.

3.5 The Company is not responsible whatsoever for the service reliability, any modification, suspension or discontinuance of the third party cloud storage service providers.

- 3.6 The User experience of the Service may vary according to the service availability and server stability of the third party cloud storage service providers.
- 3.7 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.
- 3.8 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.
- 3.9 The Service can only be used on Internet devices and computers specified by the Company. Any actions on jailbroken or rooted devices are taken at your own risk.
- 3.10 The Company will do its best to keep the Service safe, but the Company cannot guarantee it. The Company needs your help to do that, which includes the following commitments:
- a) You will not upload or otherwise share unauthorized commercial communications (such as spam) on the cloud storage services via the Service.
  - b) You will not collect users' content or information, or otherwise access the Service, using automated means (such as harvesting bots, robots, spiders, or scrapers) without the Company's permission.
  - c) You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on the Service.
  - d) You will not upload viruses or other malicious code.
  - e) You will not solicit login information or access an account belonging to someone else.
  - f) You will not bully, intimidate, or harass any user.
  - g) You will not share content that: is hateful, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
  - h) You will not use the Service to do anything unlawful, misleading, malicious, or discriminatory.
  - i) You will not do anything that could disable, overburden, or impair the proper working of the Service, such as a denial of service attack.
  - j) You will not facilitate or encourage any violations of this statement.
- 3.11 This Service can be used on smartphones and tablets running iOS 6.0 or above and Android™ 4.4 or above, Windows Phone 8 or above or BlackBerry ® 10 or above, as well as computers with the following browsers, Google Chrome 18 or above, Firefox 11 or above, Safari 5.1 or above and Internet Explorer 10 or above. For Android™ smartphone which does not support Google Play services, the Value-Added Service will not be applicable on the smartphone.
- 4) Add-on mirror-sync (only applicable to Customers subscribing to mirror-sync)**
- 4.1 All saved files will be backed up in another provider upon mirror-sync subscription. Any new uploads using the Service will be sent to two cloud storage providers.
- 4.2 The Company is not responsible for content loss or discrepancies between content stored in two cloud storage providers due to the service unavailability of third party cloud storage providers.
- 5) Intellectual Property Rights**
- 5.1 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 are 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.

**6) Privacy Policy**

- 6.1 The Customer's privacy is important to the Company. The Company has developed a Privacy Policy that covers how it collects, uses, discloses, transfers and stores the Customer's information. Please visit [smartone.com/privacypolicyen](http://smartone.com/privacypolicyen) for full details of the Company's Privacy Policy.
- 6.2 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.

**7) Applicable Laws**

- 7.1 The Customer shall comply with the laws of Hong Kong Special Administrative Region that apply to your use of the Service.
- 7.2 The Customer expressly agrees to the exclusive jurisdiction of the courts of Hong Kong Special Administrative Region for any claim or dispute with the Company relating in any way to the use of the Service.

**8) Limitation of Liability**

- 8.1 The Company shall under no circumstances be liable whether in contract, tort, statute or otherwise (including but not limited to negligence, breach of contract and defamation) for any special, direct, indirect or consequential loss or damage (including but not limited to loss of revenue, loss of data or goodwill) which is suffered, sustained or incurred by the Customer, or any person (directly or indirectly) arising from or relating to the Service.

**9) Advertisement**

- 9.1 The Customer acknowledges and agrees that the Service includes advertisements.
- 9.2 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 in the Service.
- 9.3 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 the Customer as a result of an advertisement or any other information displayed in the Service. By using the Service, the Customer expressly acknowledges and agrees 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.
- 9.4 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 the Customer's 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 the Customer.
- 10) The Company reserves the right to revise the terms and conditions of the Service at any time. If any dispute arises, the Company's decision shall be final.