



**Terms & Conditions T&C- V091
(Terms & Conditions for FoneTV 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 FoneTV 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.
- 1.2 The Customer shall use the FoneTV service for the period specified in the Sales and Services Agreement ("Term"). The Term shall start from the service effective date.

2) FoneTV Service

- 2.1 This Service is only available to customers who have subscribed to the Company's mobile services except those under GoodCare Smartphone Plans.
- 2.2 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 Unless otherwise specified by the customer, the FoneTV service will continue to be provided to the Customer after the expiry of the Term and such service will be charged at the same Monthly Service Plan that is chargeable to the Customer on the expiry date of the Term.
- 2.4 The Service is only applicable for mobile network.
- 2.5 The Customer shall use the following Service Plan as specified in the Sales and Services Agreement during the Term:

Channels	Service Fees		
	Individual Channel	Contract Offer 12-month contract	Combo Offer 12-month contract
FREE			
At the Movies	FREE	-	-
Weather Report	FREE	-	-
Live Traffic Cams	FREE	-	-
Basic			
BBC World News	HK\$10 / month	-	Basic Combo HK\$25 / month
Bloomberg TV	HK\$12 / month	-	
CNBC	HK\$12 / month	-	
CNN International	HK\$10 / month	-	
Cartoon Network	HK\$10 / month	-	
Entertainment			
ANIMAX mobile	HK\$25 / month	-	-
Kids	HK\$25 / month	HK\$18 / month	

- 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/roamingdatapack for details.

2.7 Fixed Term Contract

2.7.1 The contract term for Basic Combo and Contract Offer is 12 months ('Term').

2.7.2 For Customer who has selected Basic Combo

The Customer shall pay the Company liquidated damages (the monthly fee for Basic Combo 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 terminates any of the selected FoneTV service plan;
- b) If the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
- c) If the mobile telephone service for the mobile telephone number is terminated/ disconnected for whatever reason.

2.7.3 For Customer who has selected Contract Offer

The Customer shall pay the Company liquidated damages (the monthly fee for the applicable service plans for the relevant Premium Channels selected by the Customer 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 terminates any of the selected FoneTV service plan;
- b) If the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
- c) 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 Smartphones 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 of the courts of Hong Kong Special Administrative Region for any claim or dispute with the Company or relating in any way to the use of the Service.

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 FoneTV 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.