



Terms & Conditions T&C- V117
(Terms & Conditions for “Premium Voicemail” service)

1) Your Acceptance

1.1 This is an agreement between SmarTone Mobile Communications Limited ("SmarTone" or "the Company") and you ("You" or "the Customer") for use of “Premium Voicemail” 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) “Premium Voicemail” Service (“Service”)

2.1 The Service is only available to customers who have subscribed to the Company’s mobile monthly service plan (except PayGo customers).

2.2 Service Plan

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

Service Plan	Service Fee
Standard Plan	\$18 per month

2.2.2 The Service Plan is charged on a monthly basis. The monthly charges are non-refundable under whatever circumstances.

2.3 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 in doing so.
- c) Usage rules established by the Company relating to the Service may be controlled and modified by the Company for compliance purposes and the Company reserves the right to enforce such usage rules without notice to the Customer.
- d) The Service can only be used on Smartphones specified by the Company.

2.4 The Company cannot guarantee that:

- a) The Service will meet the customers’ requirements;
- b) The Service will be uninterrupted, timely, secure or error-free;
- c) The results that may be obtained from the use of the Service will be accurate or reliable; or
- d) The quality of any services, information or other material obtained by the customer through the Service will meet his/her expectation.

2.5 The content and categories of content available in the Service and the charges of the Service are subject to change at any time without prior notice.

2.6 The Company may (i) deactivate or suspend the Service or any part thereof, with or without notice to you, to carry out system, maintenance, upgrading, testing and/or repairs; (ii) limit or suspend your access to any of the Service with or without notice to you if the Company is of the opinion that such action is appropriate as a result of your use of the Service; (iii) take or omit to take any steps, with or without notice to you, if for any reason the Company deems it relevant to the management or the operation of the Service and the Company's business, that may expand, reduce, modify, suspend, limit, make inaccessible or adversely affect the Service or any part thereof.

- 2.7 The Company may, upon discovery of suspected fraudulent, deceptive, unlawful or improper use of the Service by users, suspend users' access to any or all of the Service temporarily or permanently.

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 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.

4) Privacy Policy

- 4.1 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 for full details of the Company's Privacy Policy.

- 4.2 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.

5) Applicable Laws

- 5.1 The Customer shall comply with the laws of Hong Kong Special Administrative Region that apply to your use of the Service.
- 5.2 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.

6) Limitation of Liability

- 6.1 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.
- 8) The Company reserves the right to revise the terms and conditions of the Service at any time, without prior notice.
- 9) If any dispute arises, the Company's decision shall be final.