

**Terms & Conditions T&C- V126****Terms & Conditions for “Easy Number” Service and Mainland China Mobile Number Application Form****Part 1. Terms & Conditions for “Easy Number” 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 “Easy Number” (“the Service”). BY USING THE SERVICE, THE CUSTOMER ACKNOWLEDGES AND AGREES 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**

2.1 The Service is only available for customers who have subscribed to the Company’s monthly mobile service plan with a Hong Kong Identity Card. Applicants for this service must be the account holders of the Company’s monthly mobile service plan or the authorized users dedicated by the account holders, and must be aged 18 or above. If an account holder appoints any authorized user to manage the account under his/her monthly mobile service plan, the account holder will not be entitled to apply for the Service.

2.2 The Service will allocate a mainland China mobile number (“Mainland Mobile Number”) provided by Multibyte Info Technology Limited (“Multibyte”) to customers for receiving/sending SMS and receiving incoming calls in mainland China after applying and completing the subscription for the Service. The China Mobile Number cannot be ported to other mobile network operators.”

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

Service Plan	Service fees and charges		Contract period	
Standard Plan	Basic Fee HK\$18/month Additional charges as below:		No fixed contract period	
		<b>In Hong Kong</b>		<b>Outside Hong Kong</b>
	<b>Receive SMS</b>	Free		
	<b>Send SMS</b>	To Mainland Mobile Number: HK\$3 per SMS To Hong Kong/Overseas mobile phone number: HK\$4.8 per SMS		
	<b>Receive Calls</b>	Basic local calls	Applicable Roaming charges	

2.4 Each Hong Kong Identity Card holder can only subscribe to a maximum of 3 Standard Plans of the Service, while each SmarTone mobile phone number registered under the same HKID holder can subscribe to one Standard Plan only. Each Standard Plan will be allocated with one Mainland Mobile Number. If a Customer registers more than 3 Standard Plans of this Service, SmarTone reserves the right to cancel the oversubscribed plan(s) and the Mainland Mobile Number of these plan(s).

2.5 The Service Plan is charged on a monthly basis. Basic fee will still be charged at a full month rate even if used for less than a month, and prepayment on monthly fee still needs to be made. All fee and charges paid are non-refundable under any circumstances.

2.6 In addition to service fees, use of the Service will incur an additional charge by usage. Sending SMS to China local mobile number and to Hong Kong or overseas mobile number will be charged at HK\$3/SMS and HK\$4.8/SMS. Local incoming voice calls will be charged to, or deducted from, the Customer’s subscribed price plan, whichever is applicable. Standard roaming incoming call charges will apply while using the Service outside Hong Kong. If the Customer has applied for a Roaming Voice Pack, data will be deducted from the plan. Please visit [https://www.smartone.com/en/mobile\\_and\\_price\\_plans/roaming\\_idd/coveragencharges/charges.jsp](https://www.smartone.com/en/mobile_and_price_plans/roaming_idd/coveragencharges/charges.jsp) for details.

2.7 With this China Mobile Number, the Customer cannot apply for value-added services.

2.8 If the main line number’s setting of the Customer’s mobile plan has call forwarding, call waiting, voicemail and secretarial service, the same service settings will be applied to the Service and its Mainland Mobile Number.

2.9 The Service must only be used via designated mobile app.

2.10 If the Customer wants to receive voice calls or send/receive SMS outside Hong Kong, roaming service of your SmarTone monthly mobile plan’s main line number must be activated. If the Customer wants to send/receive SMS in Hong Kong, you are required to use the designated mobile app. SMS under this Service can only be sent to

certain designated mainland phone number (12306, 9xxxx, 106xxxxxx) and Hong Kong/overseas mobile phone number.

- 2.11 The scope and service applicability of Mainland Mobile Number is subject to the system specification and service terms of third party service providers. Please contact the respective service providers for more details.
- 2.12 If the Customer terminates the Service for any reason, the Mainland Mobile Number used by the Customer will be automatically suspended at the same time.
- 2.13 Upon successful subscription to the Service, if Customer transfers the ownership of the main line to any other person this Service will be cancelled immediately.
- 2.14 By using the Service, the Customer agrees that:
  - a) you will use the Service for personal and non-commercial use only;
  - b) you will not to violate, reverse-engineer, duplicate, reproduce, transfer, share or otherwise tamper with any content obtained from using the Service and any part of the Service for any reason or assist another person to do so.
- 2.15 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.
- 2.16 The Service can only be used on specified smartphones models suggested by the Company. The Customer is liable for any action on jailbroken or rooted devices.
- 2.17 If the Customer subscribes the Service as the designated value-added service, then any termination of the monthly plan for mobile devices for whatever reasons shall also result the automatic termination of the Service accordingly.
- 2.18 The Company does not warrant or guarantee that:
  - a) The Service will meet the Customer's 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.
- 2.19 The Customer expressly acknowledges and agrees that your use of the Service is at your sole risk, and the Service is provided on an "AS-IS" and "AS-AVAILABLE" basis and that the Company expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to merchantability, fitness for a particular purpose and non-infringement. The Company assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings or for any damage to the Customer's device or loss of data that results using the Service, including without limitation, the download of any materials, data, or information. The Customer expressly exempts SmarTone from any and all liabilities arising from the access or use of any part of the Service.
- 2.20 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.
- 2.21 The Company may, upon discovery of suspected fraudulent, deceptive, unlawful or improper use of the Service by any of the customers, suspend users' access to any or all of the Service temporarily or permanently.

### **3) China Mobile Number Application Form**

- 3.1 The Service will allocate a Mainland Mobile Number provided by Multibyte Info Technology Limited ("Multibyte"). According to the People's Republic of China's Provisions on Registration of True Identity Information of users for China mobile numbers, Multibyte Info Technology Limited will collect users' identity information to complete the registration of the Mainland Mobile Number. The Customer should register his/her personal information to use the Mainland Mobile Number.
- 3.2 For the purpose of the Customer's real name registration for the Mainland Mobile Number and other purposes incidental thereto, the Customer shall agree and confirm listed terms under "Mainland Mobile Number Application Form" (Part 2. Mainland Mobile Number Application Form).

- 3.3 If the information provided by the Customer - as required in the Mainland Mobile Number Application Form - is incomplete or incorrect, the Application may be declined. Even after the Service has been activated, it may be terminated due to incomplete or incorrect information provided by the Customer.

**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 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.

**5) Privacy Policy**

- 5.1 The Customer gives consent for the Company to provide his/her mobile number and personal information to the service provider for the Service's activation and provision.
- 5.2 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.
- 5.3 The Company will do its best to keep the Customer's privacy safe and it needs the Customer's assistance at the same time. 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 the Hong Kong Special Administrative Region that apply to your use of the Service.
- 6.2 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.

**7) Limitation of Liability**

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 from time to time, without prior notice. If any dispute arises, the Company's decision shall be final.**

**Part 2. Mainland China Mobile Number Application Form**

- 1.1 The Service will allocate a Mainland Mobile Number provided by Multibyte Info Technology Limited (“Multibyte”). According to the People’s Republic of China’s Provisions on Registration of True Identity Information of users for any China mobile numbers, Multibyte Info Technology Limited will collect users’ identity information to complete the registration of the Mainland Mobile Number. The Customer should register his/her personal information to use the above China Mobile Number.
- 1.2 For the purpose of assisting with the Customer’s real name registration for the China Mobile Number and other purposes incidental thereto, the Customer hereby acknowledges and agrees that the Company may transfer, disclose, grant access to, or otherwise share your personal data provided with the following parties (whether within or outside Hong Kong): (a) Multibyte Info Technology Limited (Registered Address: 6/F, Tue Ye Building, No. 51 Zhong Shan Yi Lu, Yue Xiu, Guangzhou, China), its associated companies, affiliates, companies controlled by, or under common control with Multibyte Info Technology Limited, its suppliers and contractors (if applicable); and (b) the relevant supervisory authorities of the Mainland Chinese Government and its authorized agencies.
- 1.3 To apply for the Service, the Customer is required to supply the information listed below.
  - 1.3.1 Name, permit number and copy (front and back) of Mainland Travel Permit for Hong Kong and Macao Residents front & back (The Hong Kong Identity Card number shown on the Permit must be the same information when subscribing to the Company’s monthly mobile service plan under the Sales and Services Agreement, or the same information of the authorized user dedicated by the account holder. The permit must be valid for at least 3 months)
  - 1.3.2 Hong Kong mobile number (the same information when subscribing to the Company’s monthly mobile service plan under the Sales and Services Agreement)
  - 1.3.3 China Mobile Number (Number allocated after successful subscription to the Service)
  - 1.3.4 A recent colour photograph that meets the standard requirements

The Customer (Applicant) hereby authorizes the Company to act on the Customer’s behalf in submitting the above information to Multibyte Info Technology Limited for provision of the China mobile number. The Customer declares and confirms that the above information is true and accurate. The Customer understands the application may not be processed or accepted if the information provided here is incomplete or incorrect.

The Customer acknowledges and agrees that the Company will collect and retain the Customer’s personal data, as well as transfer the personal data to designated companies/organizations outside Hong Kong, in order to process the real name registration for the China mobile number.