

Terms & Conditions T&C- V126
Terms & Conditions for “Easy Number” Service and 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 holder of the company's monthly mobile service plan.
- 2.2 The Service carries a China mobile number (“China mobile number”) provided by Multibyte Info Technology Limited (“Multibyte”) for customers to receive and send SMS and incoming calls 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		Contract period	
Standard Plan	HK\$18/month		No fixed contract period	
	Additional charges as below:			
		In Hong Kong		Outside Hong Kong
	Receive SMS	Free		
	Send SMS	To China mobile phone number: HK\$3/SMS To Hong Kong/Overseas mobile phone number: HK\$4.8/SMS		
Receive Calls	Basic local calls	Applicable Roaming charges		

- 2.4 Each Hong Kong Identity Card holder can only subscribe to a maximum number of 3 Standard Plans of the Service, while each SmarTone mobile phone number registered with the same HKID holder can subscribe to one Standard Plan only. Each Standard Plan will be allocated one China mobile phone number. If a Customer registers more than 3 Standard Plans for this Service, SmarTone reserves the right to terminate the oversubscribed plan(s) and its China mobile number.
- 2.5 The Service Plan is charged on a monthly basis. The Service will still be charged at a full month rate even if used for less than a month, and prepayment on monthly charges still needs to be made. The 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 mobile phone number and to Hong Kong or overseas mobile phone number will be charged at \$3/SMS and \$4.8/SMS. Local incoming 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 abroad. 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 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, this service and its China mobile number will apply the above service settings all together.
- 2.9 The Service must only be used via specific mobile app.
- 2.10 If the Customer wants to receive phone calls or use SMS outside Hong Kong, roaming service must be activated on his or her SmarTone monthly mobile plan's main line number to receive phone calls or use SMS. If the Customer wants to use SMS in Hong Kong, the customer's mobile phone must open the mobile app. This service can only send to dedicated China mobile phone number (12306, 9xxxx, 106xxxxxx) and Hong Kong/Overseas mobile phone number.

- 2.11 If the Customer terminates the Service for any reason, the China mobile number used by the Customer will be automatically terminated at the same time.
- 2.12 After the Customer has subscribed successfully to the service, if he or she transfers the ownership of the main line to another customer, this service and its China mobile number will be cancelled immediately. To continue using the Service, the Customer must subscribe again to use the Service.
- 2.13 By using the Service, the Customer agrees to:
- a) Use the Service for personal and non-commercial use only;
 - b) 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.
- 2.14 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.
- 2.15 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.
- 2.16 If the Customer is to subscribe to the Service as the designated value-added service, then any termination of the monthly plan for the mobile devices for whatever reasons shall also lead to the automatic termination of the Service accordingly.
- 2.17 The Company makes no 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.
- 2.18 The Customer expressly understand and agree 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.
- 2.19 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.
- 2.20 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) China Mobile Number Application Form

- 3.1 The Service carries a China 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 China mobile number. The Customer should register his/her personal information to use the above China mobile number.
- 3.2 For the purpose of assisting with the Customer's real name registration for the China mobile number and other purposes incidental thereto, the Customer must agree and confirm listed terms under "China Mobile Number Application Form"(Part 2. China Mobile Number Application Form).
- 3.3 If the information provided by the Customer - as required in the China Mobile Number Application Form - is incomplete or incorrect, the Application may be cancelled. 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 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 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. China Mobile Number Application Form

- 1.1 The Service carries a China 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 China 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 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 China mobile number 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 Hong Kong Identity Card photocopy and number (the same information when subscribing to the Company’s monthly mobile service plan under the Sales and Services Agreement)
 - 1.3.2 Name (as shown on the Customer’s identification document)
 - 1.3.3 Address (the same information when subscribing to the Company’s monthly mobile service plan under the Sales and Services Agreement)
 - 1.3.4 Hong Kong mobile number (the same information when subscribing to the Company’s monthly mobile service plan under the Sales and Services Agreement)
 - 1.3.5 China mobile number (Number allocated after subscribing to the Service successfully)
 - 1.3.6 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 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.