

Terms & Conditions T&C-V149

Terms & Conditions for “Family SmartShare” Service

SmarTone

1) Your Acceptance

- 1.1. This is an agreement between SmarTone Mobile Communications Limited ("SmarTone" or "the Company") and you ("You" or "the Customer"), a user of SmartShare 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, you may not use the Service.

2) “Family SmartShare” Service (“the Service”)

- 2.1 The Service allows you to use voice calls and data connection on the paired wearable devices using the assigned mobile number in Hong Kong.
- 2.2 The Service is only available to existing customers who have subscribed to the designated Company's mobile service plan (not applicable to Prepaid customers). Each designated mobile service plan (Main SIM Card and/or Add-on SIM Card) can subscribe a maximum of 5 services in total.
- 2.3 Compatible smartphone and wearable devices are required for the Service. This service can be used on smartphones and wearable devices running designated software versions of compatible mobile operating systems of iOS. The available smartphones and wearable devices running designated software versions of compatible mobile operating systems will be updated and amended from time to time. Please ask the Company's store assistants or visit the Company website for details.
- 2.4 You can use this Service on only one paired wearable device each time. Once you switch to use another paired wearable device by changing the setting at the paired Smartphone, the Service on your previous paired wearable device is suspended immediately.
- 2.5 You shall complete the Family Sharing Setup on your designated smartphones for the dedicated Account to be used on designated wearable devices, and sign on the designated wearable devices with your dedicated Account in order to use the Service.
- 2.6 An eSIM is configured to your paired wearable device after service subscription and pairing.
- 2.7 The Service does not support to use outside Hong Kong.
- 2.8 If the registered mobile number under the designated mobile service plan is terminated/disconnected or changes to other non-specified service plan for whatever reason, the Service will be terminated at the same time.
- 2.9 The Customer understands and agrees that the provision and quality of the Service are contingent upon the technology and performance of the data network. The Service may also be affected by other factors, including but not limited to the mobile device, Internet firewall settings, the reliability and security of the Internet connection supported by the Customer's network and any applicable laws and regulations. The provision of the Service and the manner and the standard of such provision shall be subject to the final decision of the Company.
- 2.10 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 prior notice to the Customer.
- 2.11 The Service can only be used on smartphones or wearable devices specified by the Company. Any actions on jailbroken or rooted devices are taken at your own risk.
- 2.12 For the SmarTone number that you will use with the Service, the Company shall use such number for (i) verifying your eligibility for the Service; and (ii) billing of the Service to your corresponding account.
- 2.13 The Customer agrees:
- a) To use the Service for personal and non-commercial use only;
 - b) Not to violate, reverse-engineer, duplicate, reproduce, transfer, share, capture, copy, forward, distribute 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 purpose and the Company reserves the right to enforce such usage rules without notice to you.
- 2.15 The Company makes no warranty that :
- (ii) The Service will meet the Customer's requirements;
 - (iii) The Service will be uninterrupted, timely, secure or error-free;
 - (iv) The results that may be obtained from the use of the Service will be accurate or reliable; or
 - (v) The quality of any services, information or other material obtained by the Customer through the Services will meet his/her expectation.



- 2.16 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 relieve SmarTone from any and all liabilities arising from the access or use of any part of the Service.
- 2.17 SmarTone is not responsible or liable for their quality, nature, accuracy and usefulness of the contents.
- 2.18 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.
- 2.19 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 any steps or omit to take any steps, with or without notice to you, for any reason the Company deems relevant to the management or the operation of any 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 or inchoate, 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 Service Charge

- 3.1 The Customer shall use the Service for the period specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) ("Term"). The Term shall start from the service effective date.

Service Plan	Monthly Service Fee	Contract Term
Standard Plan	\$28	--
Contract Plan	\$28	12 months contract period

- 3.2 The Service Plan is charged on a monthly basis. Even if the Customer is to actually use the Service for less than a month, the applicable monthly service fee shall still be payable by the Customer in full. The monthly charges are non-refundable under whatever circumstances.
- 3.3 Unless otherwise specified by the Customer, the Service will continue to be provided to the Customer after the expiry of the Term and such service will be switched to a then prevailing comparable plan on non-contract basis that is specified from time to time.
- 3.4 Usage of the Service on the paired wearable devices will incur voice, data and SMS. It will be deducted from your subscribed service plan and charged at the applicable thereafter fee. Alternatively, it will be charged based on standard data charges.
- 3.5 If you use the Service to make outgoing calls to non-Hong Kong phone numbers from Hong Kong, applicable IDD charges will apply. If you use the Service and make an international call with the "+" prefix, SmarTone's 001 IDD service will be used and relevant charges will apply. If you use the Service and make an international call with the "1638" prefix, the 1638 IDD service will be used and relevant charges will apply. Prior registration is required and you are also required to pay for the IDD services provided by SmarTone or any other telecommunications service providers for the use of such IDD services together with the Service.

4 Rebate (if applicable)

- 4.1 Credit Amount to be rebated to the Customer will be credited to the Customer during the Term according to the credit arrangement specified in the Sales and Services Agreement (or Supplemental Agreement to the Sales and Services Agreement).
- 4.2 The Credit Amount will be credited to the monthly bill of the Customer's Account. The first Credit Amount will be credited to the 1st monthly bill after the service effective date.
- 4.3 If, on the date of this Sales and Services Agreement, the Account is already subject to an arrangement (each a "Previous Credit Arrangement") under which any sums or charges prepaid by the Customer or the Company are to be credited by the Company to the Account, the crediting of the first installment to the Account by the Company under this Sales and Services Agreement shall be postponed to the date falling 30 days after the date of cessation of: (a) the Previous Credit Arrangement; or (b) if there is more than one Previous Credit Arrangements, the Previous Credit Arrangement with the latest expiry date. The date of cessation of the Previous Credit Arrangement will be deemed to be the date on which the last amount to be credited to the Account under the Previous Credit Arrangement is actually credited to the Account.



- 4.4 The Credit Amount paid by the Company will only be applied by the Company to meet the Customer's payment obligations to the Company in respect of the Account. However, the Customer cannot set-off any other sum payable to the Company against any part of the Credit Amount payable by the Company to the Account.
- 4.5 The Credit Amount cannot be exchanged for cash.
- 4.6 The Company shall not be under any obligation to pay any interest to the Customer on the Credit Amount.
- 4.7 The Customer shall not be entitled to the Credit Amount or any balance thereof upon the occurrence of any of the following events before the expiry of the Term:
- a) if the Customer changes to a (i) service plan with monthly fee equal to or below the Service Plan amount specified in the Sales & Services Agreement (or Supplemental Agreement to Sales and Services Agreement) or (ii) non-specified service plan in the Sales & Services Agreement (or Supplemental Agreement to Sales and Services Agreement); or
 - b) if the Customer cancels or changes Family SmartShare Service; or
 - c) if the Customer enjoys special phone offer; or
 - d) if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
 - e) if the mobile telephone service is terminated/disconnected for whatever reason.
 - f) if at the request of the Customer or for whatever reason caused by the Customer, the mobile telephone services cannot be activated within 90 days from the date of the Sales and Services Agreement.

5 Liquidated Damages (if applicable)

- 5.1 The Customer shall pay the Company liquidated damages ((which is equivalent to the sum of the monthly fee of the Service multiplied by the remaining months of the Term) upon the occurrence of any of the following events before the expiry of the Term:
- a) if the Customer changes to a (i) service plan with monthly fee equal to or below the Service Plan amount specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) or (ii) 2G Service Plan or (iii) IC2N Service plan; or
 - b) if the Customer cancels or changes Family SmartShare Service; or
 - c) if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
 - d) if the mobile telephone service is terminated/disconnected for whatever reason; or
 - e) if at the request of the Customer or for whatever reason caused by the Customer, the mobile telephone services cannot be activated within 90 days from the date of the Sales and Services Agreement.

6 Data Services for “Family SmartShare” Service (“the Data Services”):

- 6.1 Data speed of the “Family SmartShare” Service is at up to LTE.
- 6.2 For a Customer who has subscribed a designated mobile service plan with specified data usage, Data Services for “Family SmartShare” Service shall follow the arrangement of the designated mobile service plan as set out in (i) and (ii) below:
- (i) When the monthly local data allowance of the designated mobile service plan has been fully consumed and the data service is suspended, the Data Services under the “Family SmartShare” Service will also be suspended until next bill month and will only be resumed once the Customer purchases data top-up options.
 - (ii) When monthly local data usage reaches the specified data usage under the designated mobile service plan, local data service of the designated mobile service plan and the “Family SmartShare” Service continues but data speed will be at up to the designated data speed under the designated mobile service plan, data service experience may be affected.
- 6.3 The data usage applies to local use only.
- 6.4 The Customer must use the Data Services with settings [including but not limited to the APN setting (only applicable to data services)] and devices specified by the Company. Customer can check with the Company's front-line staffs for the latest information on settings and devices. If the Customer does not follow this specification in the use of the Data Services, the Company has the right to forthwith suspend / terminate the Data Services without notice. Also the Company has the right to charge the Customer use of the Data Services at the Company's prevailing rate.

7 Intellectual Property rights

- 7.1 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.

8 Privacy Policy

- 8.1 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.
- 8.2 The Company will do its best to keep your privacy safe, but still need your help. Please protect your own personal information carefully.

9 Applicable Laws

- 9.1 You shall comply with the laws of Hong Kong Special Administrative Region in relation to your use of the Service.
- 9.2 You expressly agree to the exclusive jurisdiction of the courts of Hong Kong Special Administrative Region in determining any dispute with the Company or relating to the use of the Service.

10 Limitation of Liability

- 10.1 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 Service.

11 Advertising

- 11.1 You acknowledge and agree that the Service includes advertisement.
- 11.2 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.
- 11.3 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.
- 11.4 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.

12 The Company reserves the right to revise the terms and conditions of the Service from time to time. If any dispute arises, the Company's decision shall be final.