

**Terms & Conditions T&C-V174**  
(Terms & Conditions for Call Guard Basic Service)

The following terms and conditions are supplemental to the Sales and Services Agreement and the Company's terms and conditions for Mobile Telephone Service (please refer to T&C 01 published at [www.smartone.com](http://www.smartone.com)).

**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 "Call Guard Basic" ("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. The Customer shall use the Service for the period specified ("Term") and the Term shall start from the service effective date.

**2) Service Plan**

2.1 The Service is only available for the Company's designated Prepaid Card users and SmarTone designated plan users.

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

**3) The Service**

3.1 The Customer agrees:

- 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.

3.2 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 the Customer.

**4) Bar Junk Calls**

**4.1 Bar Junk Calls Service**

4.1.1 For the purpose of the Bar Junk Calls, 'Junk Call Numbers' shall mean unsolicited phone calls to people they don't know in an attempt to sell products or services or survey calls.

4.1.2 Bar Junk Calls feature is automatically switched on once the Customer subscribes to the Service. With the switching on of the Bar Junk Calls, the Customer agrees the Company to block all those phone numbers included in the Bar Junk Calls List on their behalf.

4.1.3 The Company reserves the right, but has no obligation to monitor disputes between the Customers or the owner of phone numbers in the Bar Junk Call List. The Customer shall be solely responsible for all activities and liability with respect to the use of the Bar Junk Calls and the Service.

**4.2 Rights of the Company**



4.2.1 The Company reserves the right at its absolute discretion to delete such Junk Call Number from the Bar Junk Calls List or suspend access to any Junk Call Number in the Bar Junk Calls List at any time, without notice for any reason whatsoever.

4.2.2 If the Customer fails to comply with any of the obligations specified above, the Company reserves the right at its absolute discretion to terminate the Bar Junk Calls feature of the Service for such Customer without notice. Termination of the Bar Junk Calls feature shall not relieve the Customer from fulfilling his obligations including payment of the monthly fee for the Service.

## **5) Intellectual Property rights**

5.1 The design of the Service along with service features specified above ("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, 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.

## **6) Privacy Policy**

6.1 The privacy of the Customer is important to the Company. The Company has developed a Privacy Policy that covers how it collects, uses, discloses, transfers and stores Customer information. Please visit [smartone.com/privacypolicyen](http://smartone.com/privacypolicyen) for full details of the Company's Privacy Policy.

6.2 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 own personal information carefully.

## **7) Applicable Laws**

7.1 The Customer shall comply with the laws of the Hong Kong Special Administrative Region that apply to the Customer's use of the Service.

7.2 The courts of the Hong Kong Special Administrative Region shall have exclusive jurisdiction in determining any dispute relating to the use of the Service.

## **8) Limitation of Liability**

8.1 Use of the Service is at the Customer's sole risk. The Company makes no warranties of any kind in relation to the Service and /or the Junk Calls numbers in the Bar Junk Calls List and does not accept any liability for any cost, expense, loss or damage whatsoever arising from any inaccuracies or omissions. Further, the Company disclaims liability for any error, omission or misstatement in or arising from the Service. The Company does not endorse or recommend any Junk Calls numbers in the Bar Junk Calls list.

8.2 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 the Customer, or any person arising (directly or indirectly) from or out of or relating to the Service.

**9) 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.**