

## TERMS AND CONDITIONS

ValueTalk stored-value SIM cards (“the SIM cards”) are made available to Customers by SmarTone Mobile Communications Limited (“The Company”) subject to the terms and conditions of the Company’s Sales and Services Agreement (a copy of which is available on request) and upon the following terms and conditions.

1. Use of the SIM card constitutes acceptance by the Customer of the Company’s Sales & Services Agreement and the terms and conditions contained herein.
2. The SIM card enables a Customer to make international & roaming calls (“the Service”). International & roaming call charges are in accordance with the tariff and are subject to change from time to time without prior notice.
3. If the SIM card is damaged by the Customer, the Company may replace the damaged SIM card subject to the payment of handling charges.
4. All questions and disputes regarding airtime charges, remaining credit and expiry date of the SIM card will be decided by the Company at its sole discretion. All questions and disputes relating to call charges must be submitted to the Company within three (3) months from the dated of the call in question.
5. The value of the SIM card can be recharged at any of the recharging units specified by the Company or by the purchase of recharge vouchers (“Vouchers”) at the Company’s retail outlets.
6. The Company does not provide refunds or make any transfer of:
  - a. any unused portion of the value of (i) the SIM card whether before or after its expiry date or (ii) the Voucher;
  - b. any value of the SIM card directed to an incorrect SIM card account during the recharge process;
  - c. any value of the SIM card being utilised by fraudulent and unauthorised use of the SIM card
7. In the case of a lost SIM card, the Company does not provide refund for any value of the lost SIM card being utilised during the period of loss or thereafter. Any claims for termination of the Service of the SIM card will not be entertained by the Company.
8. In the case of a lost SIM card, the Company may replace a new SIM card for the Customer provided the Customer can produce to the Company the original SIM card holder with the serial number of the SIM card clearly stated on the holder and the SIM card is still valid before the expiry date. The Customer is required to pay a handling charge to the Company for the replacement of the lost SIM card.
9. The Company reserves the right to terminate or suspend the Service of the SIM Card at any time, (i) if in the opinion of the Company there has been, or is likely to be fraudulent, illegal or improper use of the Service through the use of the SIM Card; or (ii) if it is necessary for the Company to comply with an order, instruction, determination or direction of a judicial body, government or regulatory authority.

10. The liability of the Company to a Customer, whether in contract, tort or otherwise, in relation to the SIM card shall be limited to the remaining value of the SIM card.
11. Any disputes in connection with or arising from the use of the SIM card shall be determined in accordance with the laws of Hong Kong Special Administrative Region.
12. The Company shall not be liable to the Customer for loss or damage resulting from delay or failure of the Service where such delay or failure shall be due to causes beyond its reasonable control, or which is not occasioned by its fault or negligence, including, but not limited to war, the threat of imminent war, riots or other acts of civil disobedience, insurrection, acts of God, restraints, imposed by governments or any other supranational legal authority, or any other industrial or trade disputes, fires, explosion, storms, floods, lightening, earthquakes and other natural calamities.
13. The Company reserves the right at anytime to vary, modify, delete any and all of the terms and conditions herein.
14. The terms and conditions herein are written in English and Chinese.