

条款编号 T&C-P001

港澳优选 5G 灵活套餐条款及细则

SmarTone

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港澳优选 5G 灵活套餐（“电话卡”）是數碼通電訊有限公司（于中华人民共和国香港特别行政区（“中国香港”）成立）（“本公司”）根据下列条款及细则及流动电话服务的条款及细则([T&C 01](#)，[01A](#))提供给客户的服务。客户确认及同意本公司提供的服务将受中国香港法律管辖并依其解释。本公司保留随时修订条款及细则的权利，毋须事先通知。客户继续使用本服务，即表示同意修订后的条款及细则对其具有约束力。若客户不同意所有条款及细则，则不得登记本服务。

1. 客户使用本电话卡，即视为同意并接受电话卡的条款及细则。
2. 本电话卡须在包装上注明的有效期内激活，否则将自动失效。客户可使用本电话卡拨打国际长途电话及享受漫游服务。国际长途电话及漫游服务的收费依据已訂的收费计划，可随时更改，恕不另行通知。
3. 如电话卡遭受损坏，本公司有绝对酌情权为客户更换电话卡，并收取相应手续费。
4. 本电话卡在中国香港以外的地区无法激活，请于到达中国香港后，将电话卡插入手机/平板电脑，按短信提示完成实名认证，即可启用。
5. 本公司将为电话卡自动按月续约，并按照现行适用的市场价格收费，惟在下列情况除外：**(a)** 客户于电话卡续约前 7 个工作日通知本公司不续约；**(b)** 本公司停止提供相同的电话卡服务；**(c)** 账户未有足够余额；或**(d)** 因本条款及细则而遭暂停或终止服务。此自动续约安排以本公司最终及绝对酌情权为准。如果账户未能成功续约，相关服务将被暂停，手机号码只保留 90 日，期后号码将被注销。（如适用）除非另有订明，否则折扣、优惠、礼遇、回赠及/或礼品并不适用于上述按月续约的情况。
6. 在下列情况下，任何未用的服务或金额将不予退还或转让，不可换取现金、服务或其他商品：**(a)** 电话卡仍然有效；**(b)** 因电话卡过期而失效；**(c)** 因任何原因账户未能成功续约；**(d)** 因本条款及细则而遭暂停或终止服务；**(e)** 于替电话卡充值时错误存入其他电话卡户口内的金额；**(f)** 任何被不正当途径及未经许可使用的电话卡内的金额；或**(g)** 电话卡遗失期间而被使用的服务或金额。
7. 若对电话卡的通话及数据收费，剩余金额及有效日期等有任何疑问及争议，本公司将保留最终及绝对决定权。一切有关通话及数据收费的疑问及争议，须于有关争议收费的通话日起 1 个月内向本公司提出。
8. 电话卡的金额须于本公司指定的 SmarTone 港澳优选 5G 灵活套餐网页随时充值 <https://www.smartone.com/jsp/gpyx/topup.jsp> 或本公司不时提供的其他指定充值方式。
9. 若客户遗失电话卡，本公司不会接受任何终止电话卡服务的要求。本公司可以为客户办理补发新电话卡手续，唯客户须出示实名认证的登记证件正本以供验证。并且电话卡仍然有效而未过有效日期。客户须缴付本公司补发新电话卡的手续费。
10. 若 **(a)** 本公司发现或合理怀疑 **(i)** 客户所提供的任何资料不准确、不完整、虚假或具误导性；或 **(ii)** 认为电话卡服务曾遭、或有可能涉及欺诈、非法、可疑、滥用、不公平行为或不正当等手法使用或违反本公司条款及细则或适用法律法规；**(b)** 本公司必须遵从法庭、政府或规管当局之命令、指示、裁决或指令或本公司内部政策必须暂停或限制此电话卡服务；**(c)** 客户未能遵守本公司合理施加的任何其他要求；**(d)** 本公司认为因客户使用本此电话卡服务而需采取该等行动；或 **(e)** 本公司认为与服务管理或营运及本公司业务相关的任何理由，本公司保留绝对权利终止或暂停有关电话卡服务。客户不得因任何理由要求退款，且本公司对因本条款及细则所引致的服务暂停或终止所致的任何损失或损害，

概不负责或承担任何责任。（如适用）本公司保留收取重新连接费用的权利。

11. 数据服务只适用于手机(BlackBerry 手机除外)或平板电脑上网。
12. 此电话卡支援中国内地及中国香港的 5G/4G 数据服务。此电话卡同时支援中国香港 4G/3G 手机。数据服务不适用于 2G 手机/流动装置或手动选择 2G 网络的手机/流动装置。客户如因使用 2G 手机/流动装置或以手动选择 2G 网络的手机/流动装置而产生的任何费用，将由客户承担。实际数据传输及连线速度会受不同因素影响而异，包括网络流量状态、周遭环境、硬件或其他因素。5G/4G 服务只适用于支援该功能的手机及流动装置。
13. 使用服务时，客户必须确定使用本公司指定的设定[包括但不限于 APN 设定(只适用于数据服务)]及装置。客户可向本公司店铺职员查询有关的设定及装置。若客户不遵守这指定条例使用服务，本公司将有权立即暂停/终止服务，而毋须作事先通知。此外，本公司亦有权就客户不遵守这指定条例而使用服务向客户征收费用，有关收费则会按本公司的现行收费计算。
14. 客户明确同意并承诺其：
 - (a) 必须遵守适用于其使用本服务的中国香港法律；
 - (b) 仅将本服务用于其个人用途；
 - (c) 不得将本服务用于以下任何行为及/或目的：
 - (i) 涉及或允许任何侵犯第三方权利、版权或知识产权的行为或内容；
 - (ii) 涉及或允许任何非法、不当、猥亵、不雅、违反道德、诽谤、欺诈或不诚实的使用，误导性、歧视性、煽动仇恨、煽动叛乱、分裂国家、危害公共秩序或国家安全的行为；
 - (iii) 涉及或允许骇客攻击、干扰、未经授权存取、使用或进入任何其他第三方装置、设备、设施、系统、网站、网页、资讯或内容；
 - (iv) 接收、复制、发布、分发、传送或散布或以任何方式使用非法或未经授权的内容；或
 - (v) 涉及或允许为收集任何地址或 IP 地址、任何个人资料或任何未经授权资讯的目的而储存、使用或下载任何工具或软件。
15. 客户在以下情况，不应使用服务，包括但不限于对 (a) 本公司提供、完成或维持网络或其他服务水平及质素的能力有不良影响的任何行动；以及 (b) 有意不正当使用服务而对本公司造成损失或损毁，例如利用服务作商业用途或转售服务。
16. 如果客户未能遵守第 15 条指明的禁止规定，或如发生第 15 条所述的任何一种或多种情况，或据本公司的合理认定，客户使用服务对本公司提供、完成或维持其网络或其他服务的水平或质素的能力造成不利影响、或者客户使用服务的方式对本公司造成损失或损害，本公司可立即采取其认为合理需要或适当的措施，包括但不只限于限制、暂停或终止为客户提供的服务而且不必事先给予通知。
17. 除本条款及细则另有规定，本公司可在向客户提供不少于 3 日的书面通知后终止此电话卡服务。
18. 本公司在任何情况下，无论基于合约、侵权、成文法律和其他方面（包括但不只限于疏忽、违约、诽谤），对于客户或任何人士（直接或间接）因使用本服务而遭受、承受或招致的任何特别、直接、间接或衍生性的损失或损害（包括但不只限于收入损失、数据遗失、商誉损失），无论基于合约、侵权、成文法律和其他方面（包括但不只限于疏忽、违约、诽谤），本公司均不负任何责任。不论在合约上、民事上或其他范围，本公司对电话卡客户的责任，只限于电话卡尚余的金额。客户明确同意免除本公司因提供或使用本服务任何部分所引起的任何及所有责任。
19. 客户同意及契诺，当发生违反以下所述的任何事件，客户应自行承担相应之最终违约及法律责任；如因此对本公司或任何第三方造成任何损失，或引致第三方任何请求、索赔、诉讼、呈请、损害赔偿、负债、损失和费用（包括但不限于任何合理的律师费），客户需承担一切法律责任并必须弥偿本公司及其所有相关人员及机构因此而造成之任何损失及相关任何费用、开支、债务、损失、索偿、讼费，并给予本公司一切保障，使之免于伤害或任何损失。即使本条款及细则、任何相关之额外附加合约或相关之服务或任何相关之条款及细则已到期或终止，此条款仍然有效。
 - a) 客户或经由客户之服务最终使用者的行为、疏忽、不作为、或违反任何本条款及细则及/或本条款及细则第 1 条述及的任何条款及细则及/或本公司随时公布的任何额外条款；

- b) 违反任何相关法律法规、监管机构之政策或规定、或违反行政机关任何规则或指引；及/或
 - c) 对任何人因以上情况、或因使用服务、或与服务相关或由使用该服务产生的任何关于专利、版权、商标或任何其他知识产权、专属权利或商业秘密的任何实际或潜在的侵权或盗用行为。
20. 任何与电话卡有关或因使用电话卡而引起的争议，均须依据中国香港的法律管辖，并应依其诠释。客户不可撤销及无条件地同意接受中国香港法院对任何与使用本服务有关的索偿或争议的专属管辖权及在法律允许的最大范围内明确排除适用其他国家或地区法律下的任何权利。
21. 凡由于延迟或未能履行全部或部分条款及细则而造成任何损失或损害，而引致延误或未能履行条款及细则的原因，并不是本公司可以合理控制的，又或不是其过失或疏忽所造成，包括但不限于战争、战争来临的威胁、暴动、或其他群众骚动或行为、叛乱、天灾、任何其他超越政府或国家法律当局所实行的限制、或任何其他工业或贸易争议、火灾、爆炸、风暴、水灾、闪电、地震及其他自然灾害，本公司均毋须负责。
22. 客户确知及同意，就本公司提供的流动电话号码，客户并不从中获得任何权利。本公司可以修改、收回、变更或重新分配任何提供予客户的号码。除因服务终止或暂停而导致或与之相关的任何修改、收回、变更或重新分配外，本公司将尽力在此类修改、收回、变更或重新分配前的合理及可行情况下通知客户。
23. 客户使用本服务，即表示同意并接受本公司为管理本服务及与本服务相关的所有用途，收集、使用及披露其个人资料。客户已仔细阅读、理解并同意本公司《隐私政策》的内容，并同意受其约束。详情请浏览 smartone.com/privacypolicytc。
24. 若本条款及细则其中任何部分条款在任何适用的司法管辖区被解释为无效、非法或不可执行，该等条款应在该无效、非法或不可执行的范围内视为与本条款及细则分割，惟不影响其余条款的效力，并应持续有效。
25. 根据《合约（第三者权利）条例》（中国香港法例第 623 章），非客户或本公司的任何人士均无权执行本条款及细则的任何条文。
26. 本公司保留随时更改服务计划及/或调整收费的权利，有关服务的最新费用及详情，请浏览 [SmarTone 港漂优选 5G 灵活套餐网页](#)。
27. 本公司保留权利随时更改、修正、删除部分及全部条款及细则而毋须作提前通知。客户继续使用服务，即代表同意修改及订明的条款及细则将适用于他/她。有关服务的最新条款及条例，请浏览 [SmarTone 港漂优选 5G 灵活套餐网页](#)。

Clause Number T&C-P001

Terms and Conditions of the Gang Piao You Xuan 5G Flexi Plan

SmarTone

Date of Issue: 28 August 2025

Gang Piao You Xuan 5G Flexi Plan (“SIM Card”) is a service provided by SmarTone Telecommunications Limited (“the Company”), a company incorporated in the Hong Kong Special Administrative Region of the People’s Republic of China (“Hong Kong”), in accordance with the following Terms and Conditions and the Terms and Conditions of Mobile Service ([T&C 01, 01A](#)). **The customer acknowledges and agrees that the services provided by the Company shall be governed by and interpreted in accordance with the laws of Hong Kong.** The Company reserves the right to amend these Terms and Conditions at any time without prior notice. **By continuing to use this service, the customer acknowledges and agrees to be bound by the revised Terms and Conditions. If the customer does not accept all of the Terms and Conditions, they must refrain from registering for or using the service.**

1. Use of this SIM card constitutes the customer's acceptance of and agreement to be bound by its Terms and Conditions.
2. **The SIM card must be activated within the validity period specified on the packaging. Failure to do so will result in automatic deactivation.** The SIM card enables customers to make international calls and utilize roaming services. Fees for such services are determined by the applicable tariff plan and may be amended at any time without prior notice.
3. In the event that the SIM card is damaged, the Company reserves the absolute discretion to replace the SIM card for the customer and to charge a corresponding handling fee.
4. **This SIM card cannot be activated outside of Hong Kong. Upon arrival in Hong Kong,** the customer must insert the SIM card into a mobile phone or tablet and complete real-name registration as instructed via SMS in order to activate the service.
5. **The Company will automatically renew the SIM card service on a monthly basis and charge the customer according to the prevailing applicable market rates, except under the following circumstances: (a) the customer notifies the Company at least seven (7) working days prior to the renewal date of their intention not to renew; (b) the Company ceases to provide the same SIM card service; (c) there are insufficient funds in the customer’s account; or (d) the service is suspended or terminated pursuant to these Terms and Conditions. The automatic renewal arrangement is subject to the Company’s final and absolute discretion. If the account fails to renew successfully, the associated service will be suspended, and the mobile number will be retained for a period of ninety (90) days, after which it will be permanently deactivated.** (Where applicable) Unless otherwise specified, any discounts, offers, privileges, rebates and/or gifts shall not apply to the above monthly renewal arrangement.
6. **Under the following circumstances, any unused services or remaining balance will not be refunded, transferred, or exchanged for cash, services, or other products: (a) the SIM card remains valid; (b) the SIM card has expired and become invalid; (c) the account fails to renew for any reason; (d) the service is suspended or terminated pursuant to these Terms and Conditions; (e) an incorrect top-up is made to another SIM card account; (f) any balance used through unauthorized or improper means; or (g) any services or balance used during the period in which the SIM card is lost.**
7. In the event of any inquiries or disputes regarding call and data charges, remaining balance, or validity period of the SIM card, the Company reserves the final and absolute right of decision. All such inquiries or disputes must be submitted to the Company within one (1) month from the date of the disputed call or charge.
8. The SIM card must be recharged through the designated SmarTone Gang Piao You Xuan 5G Flexi Plan webpage at <https://www.smartone.com/jsp/gpyx/topup.jsp> or via other designated top-up methods as may be provided by the Company from time to time.



9. In the event that the SIM card is lost, the Company will not accept any request for termination of the SIM card service. The Company may, at its discretion, arrange for the issuance of a replacement SIM card, provided that the customer presents the original identification document used for real-name registration for verification, and the SIM card remains valid and has not expired. A handling fee for the replacement SIM card will be charged to the customer.
10. **The Company reserves the absolute right to suspend or terminate the SIM card service under any of the following circumstances: (a) the Company discovers or reasonably suspects that: (i) any information provided by the customer is inaccurate, incomplete, false, or misleading; or (ii) the SIM card service has been, or is likely to be, used in connection with any fraudulent, unlawful, suspicious, abusive, unfair, or improper conduct, or in violation of these Terms and Conditions or any applicable laws or regulations; (b) the Company is required to comply with any order, directive, decision, or instruction issued by a court of law, government authority, regulatory body, or pursuant to the Company's internal policies, necessitating the suspension or restriction of the SIM card service; (c) the customer fails to comply with any other reasonable requirements imposed by the Company; (d) the Company deems such action necessary due to the customer's use of the SIM card service; or (e) the Company considers it necessary for any reason relating to service management, operations, or its business interests. The customer shall not be entitled to any refund under any circumstances, and the Company shall not be liable for any loss or damage arising from the suspension or termination of the service pursuant to these Terms and Conditions. (Where applicable) The Company reserves the right to charge a reconnection fee.**
11. The data service is only applicable for internet access via mobile phones (excluding BlackBerry devices) or tablet devices.
12. This SIM card supports 5G/4G data services in Mainland China and Hong Kong. It is also compatible with 4G/3G mobile phones in Hong Kong. Data services are not applicable to 2G mobile phones/devices or to mobile phones/devices that are manually set to connect to a 2G network. Any charges incurred as a result of using a 2G mobile phone/device or manually selecting a 2G network shall be borne solely by the customer. Actual data transmission and connection speeds may vary depending on various factors, including but not limited to network traffic conditions, surrounding environment, hardware specifications, and other relevant circumstances. 5G/4G services are only available on mobile phones and devices that support such functionality.
13. When using the service, the customer must ensure the use of the Company's designated settings (including but not limited to APN settings, which apply to data services only) and compatible devices. Customers may consult staff at the Company's retail stores for information regarding the required settings and devices. If the customer fails to comply with these specified requirements when using the service, the Company reserves the right to immediately suspend or terminate the service without prior notice. Furthermore, the Company reserves the right to charge the customer fees arising from such non-compliant use of the service, which shall be calculated in accordance with the Company's prevailing charges.
14. The customer expressly agrees and undertakes that they shall:
 - (a) comply with the laws of Hong Kong applicable to their use of the service;
 - (b) use the service solely for personal purposes; and
 - (c) not use the service for, or in connection with, any of the following acts and/or purposes: (i) any activity or content that infringes or facilitates the infringement of third-party rights, including copyrights or intellectual property rights; (ii) any unlawful, improper, obscene, indecent, immoral, defamatory, fraudulent, dishonest, misleading, discriminatory, hate-inciting, seditious, separatist, or national security-threatening conduct or content; (iii) any hacking, interference with, or unauthorized access to or use of any third-party device, equipment, facility, system, website, webpage, information, or content; (iv) receiving, copying, publishing, distributing, transmitting, disseminating, or otherwise using any illegal or unauthorized content; or (v) storing, using, or



downloading any tools or software for the purpose of collecting addresses, IP addresses, personal data, or any unauthorized information.

15. Customers shall not use the Services under the following circumstances, including but not limited to: (a) engaging in any act that adversely affects the Company's ability to provide, complete, or maintain the network or other service levels and quality; and (b) intentionally misusing the Services in a manner that causes loss or damage to the Company, such as using the Services for commercial purposes or reselling the Services.
16. In the event that the Customer fails to comply with the prohibitions set out in Clause 15, or if any one or more of the circumstances described in Clause 15 occur, or if, in the reasonable opinion of the Company, the Customer's use of the Services adversely affects the Company's ability to provide, complete, or maintain its network or the level or quality of other services, or causes loss or damage to the Company, the Company may, without prior notice, take any measures it reasonably deems necessary or appropriate, including but not limited to restricting, suspending, or terminating the Services provided to the Customer.
17. Unless otherwise provided in these Terms and Conditions, the Company may terminate the SIM card service by giving the Customer not less than three (3) days' prior written notice.
18. **Under no circumstances shall the Company be liable to the Customer or any other person, whether in contract, tort, statute, or otherwise (including but not limited to negligence, breach of contract, or defamation), for any special, direct, indirect, incidental, or consequential loss or damage (including but not limited to loss of revenue, loss of data, or loss of goodwill) arising out of or in connection with the use of the Service. The Company's total liability to any SIM card customer, whether in contract, tort, or otherwise, shall be strictly limited to the remaining balance on the SIM card. The Customer expressly agrees to release the Company from any and all liabilities arising from or in connection with the provision or use of any part of the Service.**
19. **The Customer agrees and undertakes that, in the event of any breach of the following provisions, the Customer shall bear full and final liability for any resulting default or legal consequences. Should such breach cause any loss to the Company or any third party, or give rise to any third-party claims, demands, actions, proceedings, damages, liabilities, losses, or expenses (including but not limited to reasonable legal fees), the Customer shall assume full legal responsibility and shall indemnify and hold harmless the Company, its affiliates, personnel, and agents from and against any such losses, costs, expenses, liabilities, claims, or legal proceedings. This indemnity shall survive the expiration or termination of these Terms and Conditions, any supplemental agreements, or any related services or terms. This includes, but is not limited to, any of the following:**
 - a) Any act, omission, negligence, or breach of these Terms and Conditions and/or any terms referenced in Clause 1 herein and/or any additional terms and conditions published by the Company from time to time, whether by the Customer or any end user of the Service authorized by the Customer;
 - b) Any violation of applicable laws, regulations, regulatory policies, or directives issued by administrative authorities;
 - c) Any actual or alleged infringement or misappropriation of patents, copyrights, trademarks, trade secrets, proprietary rights, or any other intellectual property rights arising from or in connection with the use of the Service, or any related activities.
20. **Any dispute arising out of or in connection with the use of the SIM card shall be governed by and construed in accordance with the laws of Hong Kong. The Customer irrevocably and unconditionally agrees to submit to the exclusive jurisdiction of the courts of Hong Kong in respect of any claim or dispute arising from or relating to the use of the Service, and to the maximum extent permitted by law, expressly waives the application of any rights under the laws of any other jurisdiction.**



21. The Company shall not be held liable for any loss or damage arising from any delay or failure to perform, whether in whole or in part, any of its obligations under these Terms and Conditions, if such delay or failure is caused by circumstances beyond the Company's reasonable control and not due to its fault or negligence. Such circumstances include, but are not limited to, war, threat of war, riots, civil commotion or disorder, insurrection, acts of God, any restrictions imposed by governmental or legal authorities, industrial or trade disputes, fire, explosion, storm, flood, lightning, earthquake, or other natural disasters.
22. The Customer acknowledges and agrees that no proprietary rights are conferred upon the Customer in respect of any mobile number provided by the Company. The Company reserves the right to modify, withdraw, alter, or reassign any number allocated to the Customer. Except where such modification, withdrawal, alteration, or reassignment arises from or is related to the suspension or termination of the Service, the Company shall use reasonable efforts, where practicable, to provide prior notice to the Customer.
23. By using the Service, the Customer agrees and consents to the Company's collection, use, and disclosure of their personal data for the purpose of administering the Service and for all purposes related thereto. The Customer confirms that they have carefully read, understood, and agreed to be bound by the Company's Privacy Policy. For details, please visit: smartone.com/privacypolicyen.
24. If any provision of these Terms and Conditions is held to be invalid, unlawful, or unenforceable in any applicable jurisdiction, such provision shall be deemed severed from these Terms and Conditions to the extent of such invalidity, unlawfulness, or unenforceability, without affecting the validity and enforceability of the remaining provisions, which shall remain in full force and effect.
25. Pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong), no person other than the Customer and the Company shall have any right to enforce any provision of these Terms and Conditions.
26. The Company reserves the right to amend the service plans and/or adjust the charges at any time. For the latest service charges and details, please visit the SmarTone "Gang Piao You Xuan 5G Flexi Plan" webpage.
27. The Company reserves the right to amend, revise, or delete any part or all of these Terms and Conditions at any time without prior notice. Continued use of the Service by the Customer shall constitute acceptance of such amended or revised Terms and Conditions, which shall thereupon be binding on the Customer. For the latest version of the Terms and Conditions, please visit the SmarTone "Gang Piao You Xuan 5G Flexi Plan" webpage.