

Terms & Conditions for Kids CARE Application

Publication Date: 31 July 2025

This Agreement applies as between you, the user of “Kids’ CARE” application and any related websites or other online/digital platforms that the Company and/or its partner may operate for or in connection with Kids’ CARE (the “**Application**”) and SmarTone Mobile Communications Limited (the “**Company**”, “**we**”, “**our**” or “**us**”), the owner of the App.

Your acceptance of the followings is deemed to occur upon your clicking of the “Download”, “Install” button to get the Application or your clicking of the “Agree” button to start using the Application:

- (a) terms and conditions for the use of Application (i.e. this Agreement);
- (b) Terms and Conditions for SmarTone Kids’ CARE Service;
- (c) terms and conditions in relation to your subscription Company’s services (applicable to the Company’s customers)
- (d) [Privacy Policy](#);
- (e) Statement of Rights relating to the Use of Children’s Data.

The Company reserves the right to revise this Agreement at any time, with or without prior notice. **By continuing to use the Application, you agree that the amended and restated Agreement and privacy policies will apply to you. You must not use the Application if you do not accept all terms and conditions in this Agreement.**

1. Grant of License

- (a) The Company grants you a personal, limited, non-exclusive, non-transferrable, revocable license to use the Application in accordance with this Agreement for non-commercial use only.
- (b) The Company fully reserves all rights, title and interest in and to the Application not expressly granted under this Agreement and may terminate this Agreement at any time upon your breach.
- (c) The Company may, at any time with or without notice, impose access or usage limitations, change or stop providing the Application (or any parts thereof) to you.
- (d) You grant to the Company a worldwide, royalty-free, perpetual, irrevocable, sub-licensable right and licence to use any information or materials which you submit to the Company using the Application for any purpose the Company deems appropriate, including, without limitation, the copying, modification, transmission, distribution and publication thereof, unless restricted by applicable laws and regulations. You represent and will ensure that any such information or material you submit to the Company does not infringe the rights of any third party.

2. Ownership of the Application

- (a) The Company owns, retains and reserves all rights, title and interest (including but not limited to all intellectual property rights) on all texts, graphic images, photos, logos, icons, sound clips, video clips, data compilations, page layout, underlying code (including object and source codes), software and any other materials in and to the Application (collectively, the “**Content**”).
- (b) You must not nor allow any third parties to, (i) make copies of all or any part of the Application and/or its Content; (ii) copy, reproduce, alter, modify, adapt, translate, reverse engineer, decompile or disassemble the Application and/or its Content; (iii) create any new or derivative works of the Application and/or its Content (whether in whole or in part) of any kind whatsoever; (iv) rent, lease, lend, or sublicense the Application; (v) use the Application for commercial gain; (vi) use the

Application in any way that violates any applicable laws and regulations; or (vii) attempt to do any of the foregoing prohibited acts.

3. Using the Application

- (a) **If you (as a parent or a legal guardian) use the Application, you must consent to the Company collecting and processing data about your child and must have notified your child of this; in other cases, you must procure such consent from a parent or a legal guardian of such child to use and access the child's data. If you (as a child who is aged 18 or above) use the Application, you must consent to the Company for collecting and processing your data.**
- (b) Charges (including roaming charges) imposed by your mobile service provider may apply. Downloading and using the Application may incur local and roaming charges. Roaming data fees may be charged separately while using the Application outside Hong Kong.
- (c) The Application is primarily provided over the internet and/or mobile networks, so the quality and availability of the Application may be affected by factors outside the Company's reasonable control.
- (d) You are responsible for maintaining the confidentiality of your password and account and are entirely responsible for all activities that occur under your password and account. You agree to (a) immediately notify us of any unauthorized use of your password or account or any other breach of security, and (b) exit your account at the end of each session. You are responsible for anything that happens to your account unless you close it. We cannot and will not be liable for any losses or damages arising from your failure to protect your account details.
- (e) You agree that you must not register for and on behalf of another person (absent such person's authorization or consent). You must not use the Application for any purpose which is unlawful, abusive, defamatory, indecent, obscene, threatening, inappropriate, infringing any rights of the Company and/or any third parties in any way or otherwise incite hatred or discrimination whatsoever.

4. Privacy

You agree and accept that the Company collects, uses, discloses your personal data for the administration of the Application and all purposes related to the Application. You have carefully read, understood and agreed to the content contained in our Privacy Policy and the Statement of Rights relating to the Use of Children's Data and agree to be bound by them. **We reserve the rights, with or without prior notice, to amend or update our Privacy Policy and the Statement of Rights for Children and any changes will be posted at our website at www.smartone.com. Your continued use of the Application after the posting of such changes indicates the acceptance to the same.**

5. Limitation of Liability

We may not be able to block content or other information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive, or otherwise harmful, and you agree that we are not responsible for our limitation. **To the maximum extent permitted by applicable laws, we, our subsidiaries and affiliates, as well as our/their officers, directors, agents and employees 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(s), the User(s) or any person (directly or indirectly) arising from or relating to the Application.**

6. Indemnity

YOU AGREE TO INDEMNIFY IN FULL AND ON DEMAND, AND TO HOLD THE COMPANY AND ITS SUBSIDIARIES AND AFFILIATES, AS WELL AS ITS/THEIR OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY LOSSES, CLAIMS, LIABILITIES, DAMAGES, DEMANDS, COSTS AND/OR EXPENSES THAT MAY BE INCURRED OR SUFFERED BY THE COMPANY AND/OR ANY OF THE FOREGOING PARTIES (WHETHER DIRECTLY OR INDIRECTLY) CAUSED BY, IN CONNECTION WITH OR OTHERWISE ARISING FROM YOUR BREACH OF THE TERMS AND CONDITIONS OR YOUR ACCESS TO OR USE OF THE APPLICATION.

7. Miscellaneous

- (a) This Application is only available to users in Hong Kong and is not intended to be downloaded or used by any person in any jurisdiction or country, region or territory where the downloading or using of the Application is restricted and prohibited by any applicable laws and regulations.**
- (b) Any person who is not a party to this Agreement shall have no right to enforce any term of the Terms and Conditions under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong).
- (c) This Agreement and all matters related to this Agreement are governed by, and shall be construed in accordance with, the laws of Hong Kong and you shall irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Hong Kong for any claim or dispute with the Company relating in any way to the use of the Application.
- (d) If any provision of this Agreement is found to be invalid, illegal, or unenforceable in any applicable jurisdiction, such provision shall be deemed severed from this Agreement to the extent of such invalidity, illegality, or unenforceability, without affecting the remaining provisions hereof, which shall continue in full force and effect.
- (e) If there is any inconsistency and conflict among any of the above, this Agreement shall prevail.
- (f) If any dispute arises, the Company's decision shall be final.
- (g) In the event of any discrepancy between the English and Chinese versions of this Agreement, the English version shall prevail.