

Terms and Conditions for SmarTone AI chatbot - SmarTina

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TERMS AND CONDITIONS

By use of SmarTone AI chatbot - SmarTina (the “**Chat Service**”) of SmarTone Mobile Communications Limited (the “**Company**”), the user who accesses or uses the Chat Service (the “**User**”) agrees to accept and be bound by these terms and conditions set out herein (the “**Terms and Conditions**”) and the Privacy Policy of the Company. The Company reserves the right to revise the Terms and Conditions at any time, with or without prior notice, and any changes will be posted on its website at www.smartone.com. Any revised version shall be effective as at the date of publication on the website or such other date specified in the notice, as the case may be. The User's continued use of, or access to, the Chat Service on or after the effective date indicates his/her unequivocal acceptance of such changes. If the User does not agree with the Terms and Conditions, please do not use the Chat Service.

IMPORTANT POINTS TO NOTE

- The Chat Service is an automated virtual assistant powered by artificial intelligence (“AI”) and other automated technologies. All AI-generated content is for reference purposes only.
- As AI technology continues to evolve, the accuracy, relevance, completeness and quality of responses generated by the Chat Service may vary from time to time. Before making any important decisions, the Company strongly recommends the User to check the information carefully and consult any qualified professionals.
- Depending on the functions available to the User, the Chat Service may answer general enquiries about the Company and its products, services and offers, answer enquiries relating to the User's account after the User logs in or completes the Company's authentication requirements, assist the User in making certain service requests where available; and provide general or personalised information and recommendations about products, services and offers.
- The types and scope of services available through the Chat Service are limited. Some enquiries or requests may require assistance through another service channel of the Company.
- Products, services and offers mentioned through the Chat Service are subject to their applicable terms and conditions, eligibility requirements, prices and availability. The User will typically be referred to the applicable transaction process or service channel. Any such transaction or change to any services will only take effect in accordance with that process or channel and its applicable terms.

1. USE OF THE CHAT SERVICE

- 1.1 The User must use the Chat Service lawfully and for his/her personal, non-commercial use.
- 1.2 The User expressly agrees and undertakes that he/she:
 - a) must, where applicable, comply with any terms and conditions of any third party that apply to his/her use of the Chat Service or any part thereof, as made available by the Company from time to time ; and
 - b) must not use the Chat Service for any of the following acts and/or purposes: (i) damage, interfere with or obtain unauthorised access to any system, service, data or account or involves or allows hacking, attacks, interference with or unauthorized access to, use of, or access to any other third party device, device, facility, system, website, web page, information or content; (ii) bypass any authentication requirement, security measure or usage restriction; (iii) involves or allows any unlawful, improper, obscene, indecent, immoral, defamatory, fraudulent or dishonest use, misleading, discriminatory, incitement to hatred, sedition, separatism, endangering public order or endangering national security or infringes the rights, copyrights or intellectual property rights of third parties; (iv) receive, copy, publish, distribute, transmit or circulate or make any use of illegal or unauthorized content; (v) impersonate another person or use another person's account without authority; (vi) use automated means to extract data from, reverse engineer or commercially exploit the Chat Service; receive, copy, publish, distribute, transmit or circulate or make any use of illegal or unauthorized content.
- 1.3 Certain functions are only available after the User has logged in or completed the Company's authentication requirements. The User may only use account-related functions for an account the User is entitled to access and only to the extent permitted under the applicable account arrangements.
- 1.4 The User is responsible for keeping the User's device, account and security information secure. The Company will not ask the User to provide the User's password, one-time password or other authentication credentials through the free-text chat. The User should only provide authentication credentials through a channel specifically designated by the Company for authentication. The User must notify the Company promptly if the User suspects any unauthorised use of the User's account or the Chat Service.
- 1.5 The Company may provide the User with the Chat Service (either by itself or via a third-party provider whom the Company partners with or engages, where applicable (the “**Partner**”).
- 1.6 The Chat Service, including its software, design, and the Company's content and trademarks, service marks and logos contained therein (the “**Marks**”), are owned by or licensed to the Company and are protected by applicable intellectual property laws including but not limited to copyright. Except to the extent permitted by law, the User shall not use the Chat Service and/or Marks in any way whatsoever except for authorized uses stipulated herein. The User shall not modify, rent, lease, loan, sell, distribute or create derivative works based on the Chat Service in any manner.
- 1.7 The Company may restrict, suspend or terminate the User's use of the Chat Service where the Company reasonably believes fraud, unauthorised use, a security risk, or where the User breaches these Terms and Conditions or that it is necessary for the Company and/or the Partner to do so in compliance with any law, sanction or requirement of any competent authority or the Company's and/or the Partner's internal policy.

2. ACCOUNT INFORMATION AND SERVICE REQUESTS

- 2.1 Where the User has logged in or completed the Company's authentication requirements, the Chat Service may access and use information relating to the User's account, subscribed services, service usage, billing and payment status to answer the User's enquiry or process a service request made available through the Chat Service.
- 2.2 The User may submit a service request only if the User is authorised to make that request for the relevant account. The Company may require further verification before processing it. The service request that a User can make is subject to change by the Company from time to time and with or without prior notice.
- 2.3 Information provided conversationally by the Chat Service may be a summary of information held in the Company's systems and for reference only. It does not amend the User's applicable bill, account record, customer agreement or transaction confirmation. If the User believes there is any inconsistency or error, please contact the Company through [customer service channel](#) for clarification.
- 2.4 A service request made available through the Chat Service will only take effect after it has been successfully processed and confirmed by the Company. If a request is unclear, incomplete or cannot be processed, the User may need to provide further information or use another service channel.
- 2.5 A request to defer payment, where available, is subject to the applicable eligibility requirements and conditions. It does not change the User's payment due date unless and until the Company confirms that it has been successfully processed. Any approved deferment applies only as stated in the Company's confirmation.
- 2.6 The Company reserves the right to, at any time and at the Company's absolute discretion, decline, cancel, modify or withhold any decisions or confirmations made by the Company for any reason or correct any errors, whether or not the Company has issued any confirmation or the User has made any payment in respect thereof. The Company will notify the User through such means as the Company determines appropriate to inform the User of the final decision. The User agrees that the Company will not be obliged to make any compensation to the User or be liable for any loss and damage the User may suffer as a result.
- 2.7 Subject to applicable law, the Company may use records of the User's authenticated interaction, request and the Company's processing and confirmation to verify the request and its outcome and to resolve any related enquiry or dispute.

3. PRODUCT INFORMATION

- 3.1 The Chat Service may provide information or recommendations about the Company's products, services, plans, promotions and offers.
- 3.2 Such information or recommendations may depend on the User's circumstances and the information available to the Chat Service at the time. They do not guarantee the User's eligibility for, or the availability of, any particular product, service, price, benefit or offer.
- 3.3 Where a response promotes a product or service of the Company, it is promotional information from the Company. It is not an independent or comprehensive comparison and does not mean that the product or service is the best or most suitable option for the User.
- 3.4 Product information or a recommendation from the Chat Service does not constitute an offer or acceptance and does not by itself enter into or amend any contract between the User and the Company. Before subscribing to or purchasing any product or service, the User should review the information and terms provided through the applicable online transaction process.

4. PERSONALISED RECOMMENDATIONS

- 4.1 Where personalised recommendations are available and subject to the User's consent, the Company may select products, services or offers that may be more relevant to the User.
- 4.2 Personalised recommendations are generated automatically and may not always accurately reflect the User's actual needs or preferences.

5. PRIVACY POLICY

- 5.1 By using the Chat Service, the User agrees and accepts that the Company collects, uses, discloses their personal data for the administration of the Chat Service and all purposes related to the Chat Service including for promotional and marketing purposes listed in the Company's Privacy Policy. **The User has carefully read, understood and agreed to the content contained in the Company's Privacy Policy and agrees to be bound by them. The Company reserves the rights, with or without prior notice, to amend or update the Company's Privacy Policy and the Statement of Rights for Children and any changes will be posted at the Company's website at www.smartone.com. The User's continued use of the Service after the posting of such changes indicate the acceptance to the same.**
- 5.2 The Company will do its best to keep the User's privacy safe, but the User is advised to protect his/her own personal information carefully. The User should not provide personal, confidential or sensitive information that is not necessary for the User's enquiry or request, or personal data about another person unless the User is authorised to do so.

6. CHANGES, SUSPENSION AND AVAILABILITY

- 6.1 The Company and/or the Partner may change the scope, features or functions of the Chat Service from time to time, with or without prior notice.
- 6.2 The Company may also suspend or terminate all or part of the Chat Service for legal, regulatory, security, technical, operational or business reasons.
- 6.3 The Company and/or the Partner shall in no event be liable in any circumstances.

7. WARRANTIES AND LIMITED LIABILITY

- 7.1 The User understands, confirms and agrees that the Chat Service is provided by the Company and/or the Partner on an "as is" and "as available" basis. The Company and/or the Partner make(s) no representations or warranties of any kind (express or implied) with respect to the provision of the Chat Service including but not limited to the suitability for a particular purpose, availability, quality, nature, accuracy and usefulness or the content or functions of the Chat Service. The Company and/or the Partner do(es) not warrant the following: (a) the Chat Service will meet the requirements of the User; (b) the Chat Service will be uninterrupted or delivered timely, securely or error-free; (c) the results or information that obtained from use of the Service will be accurate or reliable; and (d) the quality of any services, information or other materials obtained through the Chat Service will meet the User's expectation.
- 7.2 The Company will not be responsible for loss to the extent caused by the User's failure to comply with these Terms and Conditions or take reasonable precautions to protect the User's device, account or security information.
- 7.3 **THE USER AGREES 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 (INCLUDING ALL LEGAL FEES AND 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 THE BREACH OF THE TERMS AND CONDITIONS BY THE USER(S), AND/OR THE USER(S)' ACCESS TO OR USE OF THE CHAT SERVICE.**
- 7.4 **The Company, its subsidiaries and affiliates, as well as its/their officers, directors, agents and employees and/or the Partner 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 User or any person (directly or indirectly) arising from or relating to the Chat Service.**
- 8. FORCE MAJEURE**
- 8.1. The Company shall not be liable for any loss or damage resulting from delay or failure to perform the Terms and Conditions either in whole or in part 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, explosions, storms, floods, lightening, earthquakes and other natural calamities.
- 9. MISCELLANEOUS**
- 9.1 If any provision of the Terms and Conditions is found to be invalid, illegal, or unenforceable in any applicable jurisdiction, such provision shall be deemed severed from the Terms and Conditions to the extent of such invalidity, illegality, or unenforceability, without affecting the remaining provisions hereof, which shall continue in full force and effect.
- 9.2 These Terms and Conditions govern only the User's use of the Chat Service. The applicable customer agreement, product, service, offer or promotion terms and transaction confirmation govern the relevant product, service, price, eligibility, account position or transaction.
- 9.3 Any person who is neither the User nor the Company 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).
- 9.4 The Terms and Conditions and all matters related to the Terms and Conditions are governed by, and shall be construed in accordance with, the laws of Hong Kong and the User 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 Service.
- 9.5 If any dispute arises, the Company's decision shall be final.
- 9.6 **In the event of any discrepancy between the English and Chinese versions of the Terms and Conditions, the English version shall prevail.**