



**Terms & Conditions T&C- V067**  
**(Terms & Conditions for Add-on Numbers 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&C01 published at smartone.com).

With effect from 15th June, 2022, the Add-on Numbers service will be available to the following type of customers:

- SmarTone mobile monthly service plan customers;
- Non-SmarTone customers who have subscribed to the Add-on Numbers service on or before 15<sup>th</sup> June, 2022

For the avoidance of doubt, Add-on Numbers service is not available to any Non-SmarTone customers and any SmarTone prepaid SIM customers. Existing Non-SmarTone customers of Add-on Numbers service are not eligible to add any new add-on numbers on or after 15<sup>th</sup> June 2022.

**1) Your Acceptance**

- 1.1 This is an agreement between SmarTone Mobile Communications Limited ("SmarTone" or "the Company") and you ("You" or "the Customer") for use of Add-on Numbers service ("Service"). BY USING THE SERVICE, THE CUSTOMER ACKNOWLEDGES AND AGREES TO THESE TERMS AND CONDITIONS. If the Customer does not agree to any of these terms and conditions, the Customer may not use the Service.
- 1.2 Customers will be defined as SmarTone customers ("SmarTone customers") if the payment is settled by SmarTone's monthly bill. On the other hand, if payment is not settled by SmarTone's monthly bill, such customers will be defined as non-SmarTone customers ("non-SmarTone customers").

**2) Service Plan**

**2.1 Standard Plan**

2.1.1 The following are details of the Standard Plan:

<b>Service</b>	<b>Service Fees</b>
Add-on Numbers	HK\$5/number/day Capped at HK\$35/number/30 days

- 2.1.2 The Standard Plan is charged on a daily basis. The service fees are payable in advance and nonrefundable under whatever circumstances.
- 2.1.3 Download, usage and content update of this service will incur data. For SmarTone customers, it will be deducted from relevant subscribed service plans and charged at the applicable thereafter fee. Alternatively, it will be charged based on standard data charges. For non-SmarTone customers, please check with your mobile operator or network provider for necessary data charges.
- 2.1.4 Under the Standard Plan, each add-on number is charged at HK\$5 a day on a recurring basis and capped at HK\$35 per 30 days. A day is defined as 00:00-23:59, Hong Kong time.

**2.2 Monthly Plan Contract Offer (applicable to SmarTone customers)**

2.2.1 The following are details of the Monthly Plan Contract Offer:



Service	Monthly Plan Contract Offer	Contract Period	Monthly Plan	Liquidated Damages
Add-on Numbers	HK\$30 / number / month	12 months	HK\$35 / number / month *	HK\$30 x remaining months of the Contract Period (per number)
	HK\$30 / number / month	24 months <sup>^</sup>	HK\$30 / number / month *	HK\$30 x remaining months of the Contract Period (per number)

\* Monthly Plan is only applicable to customers with an expired contract of the Monthly Plan Contract Offer.

<sup>^</sup> Monthly Plan Contract Offer with 24 months contract period is only applicable to selected customers.

2.2.2 The Monthly Plan Contract Offer and the Monthly Plan is charged on a monthly basis. The billing date of the Monthly Plan will be the same as the registration date of the add-on number, which may be different from the billing date of your mobile telephone service. The monthly charges are non-refundable under whatever circumstances.

2.2.3 Unless otherwise specified by the Customer, the Service will continue to be provided to the Customer after the expiry of the Contract Period under the Monthly Plan.

2.2.4 Download, usage and content update of this service will incur data. For SmarTone customers, it will be deducted from relevant subscribed service plans and charged at the applicable thereafter fee. Alternatively, it will be charged based on standard data charges.

2.2.5 The Customer shall pay the Company liquidated damages specified in clause 2.2.1 upon the occurrence of any of the following events before the expiry of the Contract Period:

- a) if the Customer changes to a service not specified above; or
- b) if the Customer terminates the Service; or
- c) if the Customer changes the mobile telephone number, add-on number or the registered name for the mobile telephone number; or
- d) if the mobile telephone service is terminated or disconnected for whatever reason; or
- e) if at the request of the Customer or for whatever reason caused by the Customer, the mobile telephone services cannot be activated within 90 days from the date of the Service Plan subscription

2.2.6 Within the Contract Period, the Customer is required to visit SmarTone stores for cancellation of Service.

**2.3 Yearly Plan (Applicable to existing non-SmarTone Customers)**

2.3.1 The following are details of the Yearly Plan (no contract is required):

Service	Yearly Plan	Advanced payment
Add-on Numbers	HK\$360 / number / year	HK\$368 / number

2.3.2 The Yearly Plan is charged on a yearly basis. The billing date of the Yearly Plan will be the same as the registration date of the add-on number. The service charges are non-refundable under whatever circumstances.



- 2.3.3 Unless otherwise specified by the Customer, the Service will continue to be provided to the Customer after the expiry of the Yearly Plan under the Standard Plan. For service charges of the Standard Plan, please refer to clause 2.1.
- 2.3.4 Download, usage and content update of this service will incur data. For non-SmarTone customers, it will be delivered by data through the customers' mobile operator or network provider, and usage will incur data charges. Please check with your mobile operator or network provider about the respective data charges (if any).
- 2.4 Each add-on number is allowed to subscribe to one Standard Plan or Monthly Plan Contract Offer or Monthly Plan or Yearly Plan only.
- 2.5 The Service can only be used on mobile handsets specified by the Company. Any actions on jailbroken or rooted devices are taken at your own risk.

## 2.6 IDD Service

If you use the Service to make outgoing calls to non-Hong Kong phone numbers while you are abroad or in Hong Kong, applicable IDD charges will be incurred. If you use the Service and dial an international number with the "+" prefix, the 001 IDD service provided by SmarTone will be used and charges will be incurred (applicable to SmarTone customers). If you use the Service and dial an international number with the "1638" prefix, the 1638 IDD service provided by SmarTone will be used and charges will be incurred. Prior registration is required and you are also required to pay for the IDD services provided by SmarTone or any other telecommunications service providers for the use of such IDD services together with the Service.

For details of the charges, please visit:

001 IDD - [https://www.smartone.com/en/mobile\\_and\\_price\\_plans/roaming\\_idd/idd/001idd.jsp](https://www.smartone.com/en/mobile_and_price_plans/roaming_idd/idd/001idd.jsp)

1638 IDD - [https://www.smartone.com/en/mobile\\_and\\_price\\_plans/roaming\\_idd/idd/1638idd.jsp](https://www.smartone.com/en/mobile_and_price_plans/roaming_idd/idd/1638idd.jsp)

## 3) Payments

### 3.1 Applicable to SmarTone customers:

- 3.1.1 Service fees and other fees relating to the Service will be reflected in the monthly bill.

### 3.2 Applicable to non-SmarTone customers:

- 3.2.1 For Customer who subscribes to the Standard Plan, a HK\$48 or HK\$98 advance payment is required. Service fees, SMS and MMS charges incurred through using the Service will be deducted from the advance payment.
- 3.2.2 For Customer who subscribes to the Yearly Plan, advance payments of HK\$360 (as service fee of the Yearly Plan) and HK\$8 (for SMS and MMS charges) are required. SMS and MMS charges incurred through the Service will be deducted from the HK\$8 advance payment. If the SMS and MMS charges exceed the HK\$8 advance payment, Customer is required to pay HK\$48 or HK\$98 as advance payment for upcoming SMS and MMS charges.
- 3.2.3 If the Customer of Standard Plan subscribes to the Yearly Plan, the Customer is required to pay a HK\$368 advance payment for the Yearly Plan.
- 3.2.4 For payment settled by in-app purchase, whenever the advance payment falls below the upcoming service fees for the account, you will receive a notification for top up to ensure service continuity.



- 3.2.5 For payment settled by credit card billing, only Visa or MasterCard is accepted.
- 3.2.6 For Customer who agrees to credit card auto-payment, if there is insufficient balance in the Customer’s account, the fees will be debited from the Customer’s credit card.
- 3.2.7 Upon the Customer’s request, the unused balance of the advance payment is refundable when the service is terminated after deducting all charges incurred. As the refund processing time depends on the Customer’s respective bank procedures, customers should check with the bank.
- 3.3 All questions and disputes regarding usage charges, remaining balance and expiry date of the Service will be decided by the Company at its sole discretion. All questions and disputes relating to usage charges must be submitted to the Company within three (3) months from the date of the call in question

**4) SMS and MMS Charges (applicable to non-SmarTone customers)**

- 4.1 In addition to the service fees of the Service, sending SMS / MMS via the Service (where applicable) will be charged as below:

<b>SMS</b>	
Send to SmarTone customers	Free
Send to Non-SmarTone customers	HK\$0.5/SMS
Send International SMS	HK\$2/SMS
<b>MMS</b>	
Send to SmarTone customers	HK\$3/MMS
Send to Non-SmarTone customers	HK\$3/MMS
Send International MMS	HK\$6/MMS

**5) Other Services (applicable to SmarTone customers)**

- 5.1 Other service(s) can be subscribed individually per add-on number upon successful Service’s subscription.

For service details, please visit:

Call Guard –

<https://www.smartone.com/callguard/en>

Connecting Tone -

[https://www.smartone.com/en/value\\_added\\_services/fun\\_and\\_entertainment/connecting\\_tone/service.jsp](https://www.smartone.com/en/value_added_services/fun_and_entertainment/connecting_tone/service.jsp)

<b>Service</b>	<b>Service Fees</b>
Call Guard (junk calls blocking only)	HK\$20/number/month
Connecting Tone	HK\$20/number/month Including 1 connecting tone change per month

**6) Add-on Numbers Service (“the Service”)**

- 6.1 The Service supports up to four phone numbers (including registered mobile number, fixed-line number or “Easy Number” Mainland Mobile Number) that the Customer uses for service registration. Each add-on number supports its own caller identity, SMS/MMS, phonebook and voicemail, and each fixed-line number and “Easy Number” Mainland Mobile Number supports the same features except MMS.
- 6.2 The Customer could be allocated and allowed to use up to a maximum of four phone numbers in a calendar month (including the registered mobile numbers and all add-on phone numbers as specified in clause 6.1).



- 6.3 To use an existing mobile or fixed-line number as an add-on number, please come to SmarTone stores for registration.
- 6.4 The Service is available for smartphones running iOS 9.0 or above and Android™ 5.0 or above. For Android™ smartphone which does not support Google Play services, the Value-Added Service will not be applicable on the smartphone.
- 6.5 You hereby authorise the Service to access the address books and contact lists contained in the devices and whatever relevant phone features.
- 6.6 The Customer understands and agrees that the provision and the quality of the Service are contingent upon the technology and the performance of the data network. The Service may also be affected by factors such as mobile device, Internet firewall settings, the reliability and security of Internet connection supported by the Customer's network and any applicable laws and regulations. The provision of the Service and the manner and the standard of such provision shall be subject to final decision of the Company.
- 6.7 Subject to the successful porting out of the add-on number, the specific add-on number which has been ported out will be automatically removed from the Service at the same time.
- 6.8 During the applicable service plan period, the Customer is not allowed to replace or swap an add-on number with another one in order to continue using the Service. Once the add-on number has been disposed of, the Service for this add-on number will be terminated and all unused balance of the service fees relating to this number will be forfeited.
- 6.9 There is no access to emergency services using Add-on Numbers. The Service is not a replacement for your ordinary mobile or fixed line telephone and does not allow you to make emergency calls to emergency services. Customers must make alternative communication arrangements to ensure that you can make emergency calls if needed.
- 6.10 Applicable to SmarTone customers:
- a) Usage of voice, data, messaging, IDD and roaming will be deducted from the main number's service plan and any additional usage incurred will be charged to the monthly bill accordingly.
  - b) Calls made by the mobile numbers under this service will incur voice usage and be counted as voice minutes.
  - c) Calls made by the fixed-line numbers under this service will be delivered by data and usage will incur data charges.
    - i. Quality and performance of the fixed-line service depends on the reliability and stability of the mobile network or WiFi connection, and SmarTone is not responsible or liable for any charges incurred if it is beyond SmarTone's control. Please check with relevant mobile operator or network provider about the respective data charges (if any).
    - ii. Fixed-line numbers cannot be used to access the infoline 900 services provided by telecommunications operators in Hong Kong.
  - d) Roaming charge and standard roaming data charge apply when roaming. For details of the charges, please visit [https://www.smartone.com/en/mobile\\_and\\_price\\_plans/roaming\\_idd/coveragencharges/charges.jsp](https://www.smartone.com/en/mobile_and_price_plans/roaming_idd/coveragencharges/charges.jsp)
  - e) If the main SIM is terminated / disconnected for whatever reason, including the successful porting out of the main number, the Service and other services (set out in clause 5.1 if applicable) will be terminated automatically at the same time.
- 6.11 Applicable to non-SmarTone customers:
- a) Voice calls (including mobile and fixed-line service) and messaging will be delivered by data through the customers' mobile operator or network provider, and usage will incur data charges.
  - b) Quality and performance of the Service depends on the reliability and stability of the mobile network or WiFi connection which is beyond SmarTone's control. The Company is not responsible or liable for any charges incurred. Please check with your mobile operator and network provider about the respective data charges (if any).
  - c) The Service cannot be used to access the infoline 900 services provided by telecommunications operators in Hong Kong.



- 6.12 Upon deleting any add-on number or the termination of the Service, other services (set out in clause 5.1 if applicable) will be terminated automatically at the same time. In addition the Company will permanently delete the Customer's messages and contacts of the applicable add-on number(s). Deleted add-on number and all its related data are irretrievable and will not be available for restoration therefore please back up any related information before deleting the number. The Company shall not be responsible for any data loss due to the deletion of add-on number or the termination of the Service.
- 6.13 Upon deleting any add-on number or termination, customers are not eligible to apply for the same number as add-on number in the future.
- 6.14 The Company shall have the right to assign the add-on number for the Services to another customer after the Service provided to the Customer is terminated or disconnected.
- 6.15 The Customer undertakes and agrees:
- a) to use the Service for private 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.
- 6.16 The Service shall not be used under any one of the following circumstances, including but without limitation to (i) using the Service in any manner which adversely affects the Company's ability to provide, complete or maintain the level or quality of its network or other services; and (ii) in any manner which is designed to cause loss or damage to the Company such as using the Service for commercial purposes or reselling the Services.
- 6.17 Customer agrees that the Company may without notice to Customer suspend or terminate the Service if the Company reasonably concludes that Customer use of the Service is in breach of Clause 6.15 or Clause 6.16. Customer agrees that the Company shall not be liable to Customer or to any third party for any suspension of the Service under such circumstances as described in this Clause 6.17.

## **7) Intellectual Property Rights**

- 7.1 The design of the Service along with any service features ("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.

## **8) Privacy Policy**

- 8.1 The Customer's privacy is important to the Company. The Company has developed a Privacy Policy that covers how it collects, uses, discloses, transfers and stores the Customer's information. Please visit <https://www.smartone.com/other/english/PrivacyPolicy.pdf> for full details of the Company's Privacy Policy.
- 8.2 The Company will do its best to keep the Customer's privacy safe, but the Customer is advised to protect his/her own personal information carefully.
- 8.3 The Service is not responsible for changes made via the Service to the Customer's information, including but not limit to contacts, phonebook, SMS/MMS, call log and voicemail.

## **9) Applicable Laws**

- 9.1 The Customer shall comply with the laws of Hong Kong Special Administrative Region that apply to your use of the Service.

9.2 The Customer expressly agree to the exclusive jurisdiction of the courts of Hong Kong Special Administrative Region for any claim or dispute with the Company or relating in any way to the use of the Service.

**10) Limitation of Liability**

10.1 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.

**11) Advertisement**

11.1 The Customer acknowledges and agrees that the Service includes advertisements.

11.2 The Company is not a party to and is not otherwise involved in any manner in any correspondence or business dealings with, or participation in promotion of, advertisers found on or through the Service, including payment and delivery of goods or services and any other terms, conditions, warranties or representations associated with such dealings which are solely between the Customer and such advertiser. The Customer agrees that the Company shall not be responsible or liable for any loss or damage whatsoever incurred as a result of any such dealings or as the result of the presence of such advertisers in the Service.

11.3 The Company does not represent or endorse the accuracy or reliability of any information, advertisements or contents contained on, distributed through, or linked, downloaded or accessed from the Service. The Company cannot and does not guarantee the quality or reliability of any products or information purchased or obtained by the Customer as a result of an advertisement or any other information displayed in the Service. By using the Service, the Customer expressly acknowledges and agrees that the Company shall not be responsible for any damages, claims or other liability arising from or related to such advertisements or information displayed in the Service.

11.4 The Company may provide advertisers with reports on how their advertisements performed on the Service, but the Company only provides the data to them after the Company has removed the Customer's name or any other personally identifying information from it, or has combined it with other people's data in a way that it is no longer associated with the Customer.

**12) Modification To Or Discontinuation Of The Service.**

12.1 The Company reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In the event that the Company modifies the Service in a manner which removes or disables a feature or functionality on which Customer materially relies, the Company, at Customer's request, shall use commercially reasonable efforts to substantially restore such functionality to Customer. In the event that the Company is unable to substantially restore such functionality, Customer shall have the right to terminate the Agreement and receive a pro-rata refund of the fees paid under the Agreement for use of the Service which was paid for by Customer but not yet furnished by the Company as of the date of such termination. Customer acknowledges that the Company reserves the right to discontinue offering the Service at the conclusion of Customer's then current Term or at any time at the sole and absolute discretion of the Company. Customer agrees that the Company shall not be liable to Customer or to any third party for any modification of the Service as described in this Clause 12.1.

**13) Miscellaneous**

13.1 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.

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13.2 If there is any inconsistency or ambiguity between the English version and the Chinese version, the English version shall prevail.