



**Terms & Conditions T&C-V014
(Contract Term for Visual Voicemail 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&C 01 published at the Company web site).

1) Term

1.1 The contract term ("Term") is specified in the Sales and Services Agreement. The contract term start from the service effective date and the period is 12 months.

2) Service Plan

2.1 The Customer shall use the following Service Plan as specified in the Sales and Services Agreement during the Term:

Service	Monthly Service Plan	Service Features
Visual Voicemail	\$18	Using the function of Visual Voicemail for iPhone

2.2 Usage of the Visual Voicemail service will incur data usage. Charges for local data usage will be charged at the Company's standard rate for data services or deducted from the Customer's subscribed data plan (as the case may be). Standard roaming data charges will apply while using Visual Voicemail service abroad, please visit the Company web site for details.

2.3 The Customer shall pay the Company liquidated damages upon the occurrence of any of the following events before the expiry of the Term (\$18 x remaining months of the corresponding Term):

- a) if the Customer changes to a service not specified above; or
- b) if the Customer terminates the Visual Voicemail service; or
- c) if the Customer changes the mobile telephone number or the registered name for the mobile telephone number; or
- d) if the mobile telephone service is terminated or disconnected for whatever reason.

3) Visual Voicemail Service

3.1 The Visual Voicemail service is only available to customers who have subscribed the Company's mobile telephone services.

3.2 The Customer agrees:

- a) not to violate, reverse-engineer, duplicate, transfer, copy, distribute or otherwise tamper with any part of the Visual Voicemail service for any reason or assist another person to do so.

3.3 Usage rules established by the Company relating to the Visual Voicemail service may be controlled and modified by the Company for compliance purpose and the Company reserves the right to enforce such usage rules without notice to the Customer.

3.4 The Visual Voicemail can only be used on the iPhone, iOS (4.3 or above) and carrier bundle (10.1 or above) specified by the Company.

3.5 The Company reserves the right to revise the terms and conditions of the Visual Voicemail service from time to time.

4) Privacy Policy

- 4.1 The privacy of the Customer is important to the Company. The Company has developed a Privacy Policy that covers how it collects, uses, discloses, transfers and stores customers' information. Please visit the Company web site for full details of the Company's Privacy Policy.

5) Applicable Laws

- 5.1 The Customer shall comply with the laws of Hong Kong Special Administrative Region that apply to the Customer's use of the Visual Voicemail service.
- 5.2 The Customer expressly agree to the exclusive jurisdiction for any claim or dispute with the Company or relating in any way to the use of the Visual Voicemail service resides in the courts of Hong Kong Special Administrative Region.

6) Limitation of Liability

- 6.1 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 Visual Voicemail service.