

**Terms and Conditions T&C V069
(Contract terms for HelpNow on Mobile)**

The following terms and conditions are supplemental to the Sales and Services Agreement and the Company’s terms and conditions for the Mobile Telephone Service. Please refer to T&C01 published at smartone.com.

1) Eligibility

1.1 HelpNow on Mobile is only available to customers who have subscribed the Company’s specified monthly service plan.

2) Term

- 2.1 The Customer shall use the HelpNow on Mobile service for the period specified in the Sales and Services Agreement (“Term”). The Term is 12 months and shall start from the service effective date.
- 2.2 The Service Plan is charged on a monthly basis. The monthly charges for the first month will be charged on a pro-rata basis from the service effective date to the first bill date. The monthly charges are payable in advance and non-refundable under whatever circumstances.
- 2.3 Unless otherwise specified by the Customer, the HelpNow on Mobile service will continue to be provided to the Customer after the expiry of the Term and such service will be charged at the same monthly Service Plan that is chargeable to the Customer on the expiry date of the Term.

3) Service Plan

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

Service Plan	Monthly Fee	Liquidated damages (HK\$)
HelpNow on Mobile	HK\$78	Monthly Fee x remaining contract period of the Term

3.2 The Customer shall pay the Company liquidated damages specified in Clause 3.1 upon the occurrence of any of the following events before the expiry of the Term:

- 3.2.1 if the Customer terminates the HelpNow on Mobile service; or
- 3.2.2 if the Customer changes the mobile telephone number or the registered name for the mobile telephone number; or
- 3.2.3 if the mobile telephone service is terminated or disconnected for whatever reason; or
- 3.2.4 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 Sales and Services Agreement.

3.3 In addition to service fees, use of this service will incur voice and data charge. Local voice and data will be charged at or deducted from the customer’s subscribed price plan, whichever is applicable. Standard roaming and standard roaming data charges will apply while using this service abroad. If the customer has applied for a Roaming Data Pack, data will be deducted from the plan. Please visit <http://smartone.com/roamingdatapack> for details.

4) Usage Conditions

4.1 HelpNow on Mobile can only be used on Smartphones or mobile phones specified by the Company.

5) Scope of HelpNow on Mobile service (“the Service”)

5.1 The Service will provide the Customer or users designated by the Customer (“User”) with access to Cantonese, Mandarin and English speaking response team co-ordinators (“HelpNow Response Team”) via certain designated service numbers only.

- 5.2 The HelpNow Response Team shall provide assistance in response to request from the Customer or User and may call other service providers such as police, fire service, ambulance service or any other institution, organization or company that the HelpNow Response Team considers fit in the circumstances ("Third Party Service Providers") by the quickest possible means to assist the Customer or the User. However, the Company does not guarantee that these Third Party Service Providers will respond in a timely manner or at all. The Company may also record and monitor the conversation between the HelpNow Response Team, the Customer or the User and the Third Party Service Providers.
- 5.3 It is the Customers' responsibility to ensure the accuracy of the personal information provided to the Company and to immediately update any changes to the information via the Service application update tools.
- 5.4 The Customer or the User must give complete and accurate user information to the HelpNow Response Team when using the Service so that a comprehensive response and assistance can be provided by the HelpNow Response Team.
- 5.5 The Service is NOT A SUBSTITUTE FOR 999 or other EMERGENCY HELPLINES.
- 5.6 The Service is NOT a directory service.
- 5.7 The Service does not include voice minutes (local Hong Kong), Roaming / IDD charges or any data usage entitlement. The Customer or the User should activate voice call and data connection (GPS, data and other relevant features) on his/her phone for the use of the Service. The Customer is responsible for all charges for such voice and data usage whether in Hong Kong or outside Hong Kong.
- 5.8 The Customer must have Smart IDD and Data Roaming Services for use of the Services outside Hong Kong.
- 5.9 The User can designate person(s) ("User Authorized Person(s)") to check on the User's location. HelpNow Response Team will provide information on the location of the User in response to request from the User Authorized Person(s). The User must immediately notify the Company on any changes to the User Authorized Person(s).
- 5.10 The Company does not guarantee that the Service would be available everywhere at all times, given the nature of cellular, GPS coverage and other technical or non technical factors.

6) Use of Service

- 6.1 The Customers agrees:
 - 6.1.1 to use the Service for personal and non commercial use only;
 - 6.1.2 not to use the Service for any fraudulent, unlawful, or abusive purpose or in anyway that interferes with the Company provision of the Service to other customers. The Customer shall be solely liable for any consequences, losses, damages, to the Company and any other person directly or indirectly by behavior described in this clause;
 - 6.1.3 that the use of the Service is associated with the designated service number connecting to the device equipped with access to the Service method stated on Clause 4.1. Customer is responsible for any use of the Service associated to the device whether or not the Customer is the person using the device. The Customer is solely responsible for the safe-keeping of the device with access to the Service and responsible for the use of the Service through the device whether by the Customer or the User or by any other person with or without the Customer's consent;
 - 6.1.4 not to use the Service for any fraudulent or unlawful purpose.

7) Customer User Location

- 7.1 The Service is able to track the Customer's / User's approximate location. The Customer and the User hereby give their explicit consent that the Company can collect the Customer's / User's appropriate location information for the provision of the Service and use and transfer such information to third parties including but not limited to government department, police, fire services, ambulance services, hospital, the Customer's / User's registered emergency contact persons, User Authorized Person(s) during the course of emergency situations and, whenever and whatever is needed to provide the Service.
- 7.2 Information on the Customer's / User's location will be collected by the Company on a periodic or regular basis

whenever the Customer's / User's device is turned on.

- 7.3 Information on the Customer's / User's location provided by the Company only serve as a reference of the Customer's / User's approximate location. The Company does not guarantee the accuracy of the location. Further, availability of the location information depends on various factors including but not limited to GPS, cellular network coverage, weather and other technical or non-technical factors.

8) Intellectual Property rights

- 8.1 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, you shall not use such Applications and/or Marks in any way whatsoever except for use of the Service. You shall not modify, rent, lease, loan, sell, distribute or create derivative works based on the Applications in any manner.

9) Privacy Policy

- 9.1 Your privacy is important to the Company. The Company has developed a Privacy Policy that covers how it collects, uses, discloses, transfers and stores your information. Please visit smartone.com/privacypolicyen for full details of the Company's Privacy Policy.
- 9.2 The Company will do its best to keep your privacy safe, but still need your help. Please protect your own personal information carefully.

10) Applicable Laws

- 10.1 You shall comply with the laws of Hong Kong Special Administrative Region that apply to your use of the Service.
- 10.2 You expressly agree to the exclusive jurisdiction for any claim or dispute with the Company or relating in any way to the use of the Service resides in the courts of Hong Kong Special Administrative Region.

11) Limitation of Liability

- 11.1 The Company undertakes to exercise due care and diligence when contacting the Third Party Service Providers to assist the Customer or the User. The Company assumes no responsibility for any advice given by such Third Party Service Providers and the Customer and the User shall not have any recourse against the Company by reason of its contact with the Third Party Service Providers or other determination resulting therefrom.
- 11.2 The Company does not assume any liability for:
- 11.2.1 any interpretation of coverage of the Service;
 - 11.2.2 fraud committed by or misrepresentation made by the Customer/User;
 - 11.2.3 any information or data given by a Customer or the User;
 - 11.2.4 any errors, defects, problems or mistakes in the data or information provided by the Company or the Third Party Service Provider through the Service.
- 11.3 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 you, or any person arising (directly or indirectly) from or out of or relating to the Service.

12) Advertisement

- 12.1 You acknowledge and agree that the Service includes advertisement.
- 12.2 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 on the Service.
- 12.3 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 you as a result of an advertisement or any other information displayed in the Service. By using the Service, you

expressly acknowledge and agree 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.

- 12.4 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 your 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 you.
- 13) The Company reserves the right to revise the terms and conditions of the Service from time to time.