

Terms & Conditions T&C- V096 (Terms & Conditions for iCallingPlus 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 www.smartone.com).

1. Acceptance of Terms

1.1 This is an agreement between SmarTone Mobile Communications Limited ("SmarTone" or "the Company") and you ("You" or "the Customer"), a user of iCallingPlus Service ("the 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, you may not use the Service.

2. iCallingPlus Service

2.1 The Service allows you to make and receive calls on other Apple devices using the same mobile number as your iPhone in Hong Kong.

2.2 The Service is only available to existing customers who have subscribed to the Company's 4G plan.

2.3 To use the Service, your Apple devices are required to sign in to iCloud and FaceTime using the same Apple ID used on your iPhone, and data connection is required.

2.4 Compatible iPhone and Apple devices are required for the Service, and your iPhone must be set as the master device and activate VoLTE .

iPhone

iPhone 6 or later with iOS 9.3 or later

Other Apple Devices

iPad with iOS 9.3 or later

iPod touch with iOS 9.0 or later

Apple Watch with watchOS 2 or later

Mac with OS X El Capitan or later

2.5 You can pair up to five other Apple devices to your iPhone to use this Service.

2.6 The Service does not support making and receiving calls outside Hong Kong.

2.7 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.

2.8 Usage rules established by the Company relating to the Service may be controlled and modified by the Company for compliance purpose and the Company reserves the right to enforce such usage rules without prior notice to the Customer.

2.9 Any actions on jailbroken or rooted devices are to be undertaken at the Customer's own risk.

2.10 For the SmarTone number that you will use with the Service, the Company shall use such number for (i) verifying your eligibility for the Service; and (ii) billing of the Service to your corresponding account.

2.11 The Customer agrees:

a) to use the Service for personal and non-commercial use only; and

- 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.

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	Service Fees
Standard Service Plan	HK\$30/month
3-month Free Trial Program	Free

- 3.2 3-month Free Trial Program

- 3.2.1 iCallingPlus 3-month Free Trial Program is only available to customers who registering for iCallingPlus service for the first time.

- 3.2.2 The Service will be automatically terminated after the free trial, and customers will not be charged any service fees afterwards. Customers must subscribe to the Service in order to use it after the expiry of the trial program, and the standard service fee shall apply. The standard service fee shall be determined upon service subscription.

- 3.3 Standard Service Plan

- 3.3.1 The Standard Service Plan is charged on a monthly basis. The billing date will be the same as the registration date of the Service, and may be different from the billing date of your mobile telephone service. The monthly charges are non-refundable under any circumstances.

- 3.4 Calls made by the paired Apple devices under the Service will incur voice usage, which will be deducted from your subscribed service plan.

- 3.5 Use of the Service on the paired Apple devices will incur data charges. If a paired device is connected to SmarTone's network when using the Service, local data will be deducted from your subscribed SmarTone plan. If it is connected to another network when using the Service, please check with your network provider about the data charges.

- 3.6 If you use the Service to make outgoing calls to non-Hong Kong phone numbers from Hong Kong, applicable IDD charges will apply. If you use the Service and make an international call using the "+" prefix, SmarTone's 001 IDD service charges will apply. If you use the Service and make an international call using the "1638" prefix, the 1638 IDD service charges will apply. You have to pay for the IDD services provided by SmarTone or any other telecommunications service providers for using such IDD services together with the Service.

4. Intellectual Property rights

- 4.1 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.

5. Privacy Policy

- 5.1 The Company has developed a Privacy Policy that covers how it collects, uses, discloses, transfers and stores customer information. Please visit www.smartone.com for full details of the Company's Privacy Policy.
- 5.2 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.

6. Applicable Laws

- 6.1 The Customer shall comply with the laws of Hong Kong Special Administrative Region for use of the Service.
- 6.2 The Customer expressly agrees the courts of Hong Kong Special Administrative Region shall have the exclusive jurisdiction for any claim or dispute with the Company or relating in any way to the use of the Service.

7. **Limitation of Liability**

- 7.1 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.
8. The Company reserves the right for final decision to this Service and to revise the terms and conditions from time to time.