

Terms & Conditions 10 (OwnNet)

The following terms and conditions of Supplemental Agreement are supplemental to the Sales and Services Agreement and the terms and conditions therein (the “Agreement”) made between the Customer and SmarTone Mobile Communications Limited (the “Company”) and shall form an integral part of the Agreement. Defined terms used in this Supplemental Agreement shall have the same meanings as set out in the Agreement.

1. OwnNet Service

1.1 The Company agrees to provide the OwnNet Service to the Customer subject always to the Customer paying the charges as and when they become due and payable in accordance with the terms herein set out and in the Agreement and due performance and observance of the other terms herein and in the Agreement. All terms and conditions set out in the Agreement applicable to the Services (as defined in the Agreement) shall equally apply to the OwnNet Service.

2. Broadband Connector

2.1 The Customer shall pay to the Company the full price of the Broadband Connector before delivery.

2.2 Title to the Broadband Connector shall remain vested in the Company until the Company has received full payment of the price.

2.3 All delivery dates or times quoted by the Company are estimates only and the Company shall not be liable for the consequences of any delay whatsoever.

2.4 The warranty period of the Broadband Connector shall start from the date of the purchase.

2.5 The Customer’s sole and exclusive remedy during the warranty period shall be limited to repair or replacement.

2.6 The warranty is only valid in the Hong Kong Special Administrative Region of the Peoples’ Republic of China (“Hong Kong”) and on condition that the Customer subscribes to the OwnNet Service. The warranty will be void if the OwnNet Service is terminated (for whatever reasons) or the Broadband Connector or any part thereof is damaged by (a) undue wear and tear, (b) negligence, omission or mishandling of the Broadband Connector; or (c) alteration or repair made without the authorization of the Company. The Company may at the Customer’s request carry out the repair or replacement not covered by the warranty but subject to the Customer paying the Company’s prevailing charges (which are subject to change from time to time) for such service.

2.7 The Customer shall be responsible for the delivery of the faulty Broadband Connector to the Company in Hong Kong for repair and the collection thereafter of the repaired or replaced Broadband Connector.

3. OwnNet Number

3.1 The Customer acknowledges that the OwnNet Number(s) assigned by the Company for use of the OwnNet Service is (are) the sole and exclusive property of the Company and the Customer has no right to title to the OwnNet Number(s). The Company reserves the right to change, replace or cancel the OwnNet Number(s) by prior notice without any liability whatsoever to the Customer.

3.2 Upon the termination of the OwnNet Service, the Company shall have the right to re-assign the OwnNet Number(s) at the Company’s discretion to any third party.

4. Customer’s Obligations

4.1 The Customer undertakes:

- i) to use the OwnNet Service in accordance with this Agreement, all laws, rules and regulations of the relevant government department or other competent authorities and with such conditions as may be notified in writing to the Customer by the Company from time to time;
- ii) to use the OwnNet Service for the sole purpose of communications between the Primary Mobile Number and the OwnNet Number(s);
- iii) not to resell the OwnNet Service;
- iv) not to use or allow others to use the OwnNet Service for any purpose which in the Company’s sole opinion is improper, immoral, defamatory, fraudulent or otherwise unlawful;
- v) not to use or allow others to use the OwnNet Service for the transmission of any unsolicited advertising or promotion information or any content that is obscene, indecent, seditious, offensive, defamatory, threatening, liable to incite hatred, discriminating or menacing;
- vi) not to use or allow others to use the OwnNet Service in any way which may breach any confidence, copyright or other intellectual property rights or similar rights of the Company or any third parties;

vii) to apply for, obtain and maintain at its own expenses all applicable licenses, permits, consents, authorization for use of the OwnNet Service and / or Broadband Connector outside Hong Kong.

4.2 If any free service relating to the OwnNet Service is offered to the Customer and the Customer does not notify the Company of termination of such service prior to the expiry of the free service period, the Company shall automatically charge the Customer for the relevant service at the prevailing monthly fee for such service after the expiry of the free service period.

5. **Suspension of Service**

5.1 The Company may, without termination this Agreement and without liability, immediately suspend part or all of the OwnNet Service until further notice if the Company :

- i) would be permitted to terminate this Agreement under Clause 6; or
- ii) is obliged to comply with an order, instruction or request of government, emergency services organization or other competent authority; or
- iii) needs to maintain or upgrade its network; or
- iv) repair a fault in its network or in any network equipment as a result of any unplanned outage or any other reason beyond the Company's control.

The Company will endeavor to give the Customer the maximum period of notice practicable in the circumstances if it needs to suspend the OwnNet Service .

5.2 If the Company suspends the OwnNet Service due to any event in Clause 5.1, this will not exclude its right to terminate this Agreement later in respect of that or any other event.

6. **Termination / Disconnection of OwnNet Service**

6.1 Without prejudice to any other rights or remedies it may have (whether under this Agreement or at law), the Company may terminate this Agreement, or may disconnect the provision of the OwnNet Service, immediately by serving written notice on the Customer if :

- i) any license, consent or approval required in connection with the OwnNet Service is revoked, withdrawn, suspended or expires (without a replacement license being granted immediately); or
- ii) the Customer commits a breach of any of the terms and conditions of this Agreement and fails to remedy the same (if capable of remedy) within fourteen (14) days of being required in writing so to do ; or
- iii) the Customer is unable to pay its debt as they fall due or enters into liquidation whether compulsory or voluntary or compounds with its creditors generally or has receiver appointed of all or any part of its assets or suffers any similar action in consequences of debt; or
- iv) the Company suspends fraud or misuse of the OwnNet Service by the Customer, or any person, regardless of whether the Company consented to or had knowledge of such fraud or misuse.

6.2 Data stored or saved at or by means of the Service will be erased without prior notice upon the termination or disconnection of the Service and the Company is not liable whatsoever for the loss of such data stored or saved at or by means of the Service.

6.3 The Company may upon the Customer's request reconnect the Service after termination or disconnection of the Service subject to the payment by the Customer of :

- i) all sums due or owing to the Company ;
- ii) a deposit requested by the Company and a reconnection charge. The amount of the deposit and the reconnection charge shall be determined by the Company at its sole and absolute discretion.

7. **Exclusion of Liability**

7.1 The Company makes no warranty, express, statutory or implied, including without limitation, the warranties or satisfactory quality of the OwnNet Service provided hereunder, merchantability of fitness for a particular use or purpose.

7.2 The Company will under no circumstances be liable whether in contract, tort, statute or otherwise (including without limitation for negligence, breach of contract, defamation, or intellectual property right infringement) for any special, direct, indirect or consequential loss or damage (including without limitation, loss of revenue, loss of data or good will or loss of any equipment or software or any loss of damage caused by viruses) arising from or out or relating to the use of the OwnNet Service.

- 7.3 The Customer acknowledges that the OwnNet Service is dependent on the interconnection of Broadband Connector with the services of third parties and third parties products. The Company does not warrant that the OwnNet Service will work with such third party services or other third party products. Furthermore, the Company shall under no circumstances be responsible for any consequential, indirect or special loss or damage incurred by the Customer which are caused whether directly or indirectly by any act, omission, fault or conduct on the part of such third party service providers.
8. The terms and conditions are written in both English and Chinese.

File : T&C for OwnNet Service (English)