

SUPPLEMENTAL TERMS AND CONDITIONS FOR SMARTONE PC Connect™ SERVICE (T&C 11)

以下條款及條件為數碼通電訊有限公司(以下簡稱“本公司”)與客戶簽訂的銷售及服務合約及其條款及條件(以下簡稱“合約”)的附屬條款,並為該合約中不可分割的部份。本文所用詞語的定義與合約內該等詞語的意義相同。The following terms and conditions 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. Unless otherwise stated, defined terms used herein shall have the same meanings as set out in the Agreement.

1. SmarTone PC Connect™ 服務 **SmarTone PC Connect™ service**

- 1.1 基於客戶充分履行及遵守合約內之條款及條件並按時繳付費用,本公司同意提供 SmarTone PC Connect™ 服務。一切在合約上所列有關服務(合約上所定義的)亦同時適用於 SmarTone PC Connect™ 服務。
The Company agrees to provide SmarTone PC Connect™ 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 SmarTone PC Connect™ service.

2. 客戶的責任 **Customer's Obligations**

- 2.1 客戶承諾依照數碼通不時以書面通知客戶的條件及電訊管理局、有關政府部門或有關當局的一切法律、規則、規例使用 SmarTone PC Connect™ 服務。
The Customer undertakes to use the SmarTone PC Connect™ service in accordance with such conditions as may be notified in writing to the Customer by the Company from time to time and in accordance with all laws, rules and regulations, of the relevant government department or other competent authorities.
- 2.2 並不影響上述的一般有效性,客戶承諾不會利用 SmarTone PC Connect™ 服務作為:

- (i) 發放任何含有或有意作以下性質的訊息: (a) 有欺騙性或不合法目的; (b) 虛報緊急召援服務; (c) 有誹謗性、使人反感、有侮辱性、不雅或不道德或有恐嚇性的; 或 (d) 詆毀本公司的產品或服務或懲惠其他客戶作出替換; 或 (e) 濫發郵件,即時訊息或無線文字訊息; 或 (f) 未獲收件人事先書面同意,而傳播未經索取的廣告或推廣資訊。
- (ii) 以任何的行事方式抵觸或侵犯任何個人或商號的權利(包括但不限於版權或保密義務)或抵觸或侵犯任何人在法規上,合約,民事侵權法或其他方面的責任及義務。

客戶須保障本公司免因該等使用而經受或招致負上的賠償責任,損失損害的索償及法律訴訟並使本公司持續獲得彌償。

Without limitation to the generality of the foregoing, the Customer undertakes not to use the SmarTone PC Connect™ service:

- (i) for the transmission of any messages which is or intended to be (a) for fraudulent or illegal purpose; or (b) a hoax call to emergency services; or (c) of a defamatory, offensive or abusive or of an obscene or immoral nature or menacing character; or (d) to disparage products or services supplied by the Company or invite customers to replace them; or (e) for mail-spanning, instant messaging or wireless text messages; or (f) for unsolicited advertising or promotion information unless with the prior written consent of the recipient, or
- (ii) in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality) or a violation or infringement of any statutory duty or obligation or any duty or obligation in contract, tort or otherwise, to any third party.

The Customer shall indemnify and keep indemnified and hold free and harmless the Company against all liabilities, claims, damages, loss and proceedings arising out of or in any way connected with any such use.

3. 客戶的設備 **Customer Apparatus**

- 3.1 客戶須負責取得,提供為使用 SmarTone PC Connect™ 服務所需的一切電訊設備,電腦設備及軟件或其他取用裝置(以下合稱“客戶設備”),並自付費用。

The Customer shall be responsible for obtaining, providing and paying for all telecommunication equipment, computer equipment and software or other access devices, necessary for the use of the SmarTone PC Connect™ service (collectively "Customer Apparatus").

- 3.2 客戶無論在何時均須確保客戶設備已獲得有關政府部門或其他有關當局的批准使用,而且客戶無論何時均須遵守這些批准所附的條件。如客戶不履行根據此第3條所須負的責任,或如本公司認為結果有可能招致本公司或任何操作本公司網絡的任何人死亡、人身傷害或財產損毀,或對服務質素或由本公司提供的任何電訊服務有重大危害,本公司有權不發出通知而暫停客戶取用及/或使用 SmarTone PC Connect™ 服務。

The Customer shall ensure at all times that the Customer Apparatus be approved for use by the relevant government department or other competent authority and the Customer shall at all times comply with the conditions of such approval. The Company reserves the right to suspend access to and/or use of the SmarTone PC Connect™ service without notice if the Customer does not fulfil his obligations under this Clause 3 or if in the opinion of the Company it is liable to cause the death of, or personal injury to, or damage to the property of the Company or any person engaged in the running of the Company's network or materially impair the quality of any of the SmarTone PC Connect™ service or any telecommunication service provided by means of the Company's network.

4. **終止 / 切斷 SmarTone PC Connect™ 服務**

Termination/Disconnection of SmarTone PC Connect™ service

4.1 本公司在本合約終止或 SmarTone PC Connect™ 服務切斷或終止後有權把客戶所用之用戶編碼或密碼另行編配予其他 SmarTone PC Connect™ 服務客戶使用。

The Company shall have the right to assign the User ID or Password of the Customer to another customer of the SmarTone PC Connect™ service upon termination or disconnection of the SmarTone PC Connect™ service or upon termination of the Agreement.

4.2 在 SmarTone PC Connect™ 服務終止或切斷之後，本公司可應客戶要求重新連接 SmarTone PC Connect™ 服務供客戶使用，但客戶須繳付本公司所有到期應付或欠繳的款項。

The Company may upon the Customer's request reconnect the SmarTone PC Connect™ service after termination or disconnection of the SmarTone PC Connect™ service subject to the payment by the Customer of all sums due or owing to the Company.

5. **所有權權利**

Proprietary Rights

5.1 SmarTone PC Connect™ 服務所採用的科技的所有權是屬於本公司及/或其許可人的，客戶知悉及同意本公司及/或其許可人擁有 SmarTone PC Connect™ 的一切權利。客戶不得從 SmarTone PC Connect™ 服務進行抄襲、複製、分發或仿製，不得對任何相關科技，包括但不限於 SmarTone PC Connect™ mail 服務的相關微應用程式進行反匯編或逆向工程。

The technology provided through the SmarTone PC Connect™ service is the proprietary property of the Company and / or its licensor. The Customer acknowledges and agrees that the Company and / or its licensor own all rights to the SmarTone PC Connect™ service. The Customer shall not copy, reproduce, distribute, or create derivative works from the SmarTone PC Connect™ service. Further, the Customer agrees not to reverse engineer or reverse compile any of the technology, including but not limited to, any web pages or applets associated with the SmarTone PC Connect™ service.

6. **聲明**

Disclaimer of Warranties

6.1 本公司及其許可不承諾以下的保證：(i) SmarTone PC Connect™ 服務可達到客戶的要求；(ii) SmarTone PC Connect™ 服務不會中斷、及時、安全或不會出錯；(iii) 從 SmarTone PC Connect™ 服務產生的結果是準確或可靠的；(iv) 透過 SmarTone PC Connect™ 服務所獲得或購獲的產品、服務、資料或其他材料的質素可以達到客戶的期望；(v) 科技上的錯誤是可以改正的。客戶須自行判斷使用 SmarTone PC Connect™ 服務下載或獲得任何材料及承擔有關風險，並且負責客戶設備的損壞及資料的流失。除本文已述之保證外，客戶從本公司或 SmarTone PC Connect™ 服務所取得的意見或資料，不論口頭或書面的，均不構成任何保證。

客戶明白及同意承擔使用 SmarTone PC Connect™ 服務的風險。服務按其“現狀”及“現貨”為基礎而提供。本公司及其許可人概不承擔以下責任：準時、刪除、錯誤傳送或不能儲存使用者資料、通訊或設定。本公司及其許可人聲明不作任何保證，無論明示或隱含的，包括但不限於商售性、適用性及不侵權的保證。

The Company and its licensor make no warranty that (i) the SmarTone PC Connect™ service will meet the Customer's requirements, (ii) the SmarTone PC Connect™ service will be uninterrupted, timely, secure, or error free, (iii) the results that may be obtained from the use of SmarTone PC Connect™ service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the SmarTone PC Connect™ service will meet the Customer's expectations, and (v) any errors in the technology will be corrected. Any material downloaded or obtained through the use of the SmarTone PC Connect™ service is done at the Customer's own discretion and risk and the Customer is responsible for any damage to the Customer's Apparatus or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by the Customer from the Company or through or from the SmarTone PC Connect™ service will create any warranty not stated in these terms.

7. **彌償**

Indemnification

7.1 客戶同意保障本公司及其許可人免因客戶之使用 SmarTone PC Connect™ 服務或與之有關，或客戶抵觸本文之條款，或客戶或其戶口的使用者的侵權行為或侵犯知識產權或其他權利而招致本公司及其許可人蒙受任何第三者申索、損害及負上賠償責任、開支及費用（包括但不限於律師費），客戶須因此作出補償。

The Customer agrees to indemnify, defend and hold harmless the Company and its licensor from any and all third-party claims, liability, damages, expenses and costs (including, but not limited to, attorney fees) arising out of or related to his use of the SmarTone PC Connect™ service, the Customer's violation of the terms herein or the infringement by the Customer or infringement by any other user of the Customer's account, of any intellectual property or other right of anyone.

8. 責任限制

Exclusion of Liability

- 8.1 無論在任何情況下本公司一概不須因為 SmarTone PC Connect™ 服務的使用或與此有關而承擔任何責任, 無論是受契約法、民事侵權法、法規或其他法律上(包括但不限於疏忽、違約、誹謗或侵犯知識產權)的任何特殊、直接、間接或後果性的損害賠償(包括但不限於利潤受損、遺失數據或商譽受損, 以至任何器材或軟件受損或由於電腦病毒所引致的損害.)

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 goodwill or loss of any equipment or software or any loss or damage caused by viruses) arising from or out of or relating to the use of the SmarTone PC Connect™ service.

9. 算定損害賠償

Liquidated Damages

於上述合約期限內, 在下列任何一種情況下客戶將須向本公司支付附帶同意書 SmarTone PC Connect™ 例明之算定損害賠償 :

- (i) 若客戶更改選用 SmarTone PC Connect™ 服務計劃至任何本公司的其他服務計劃(改至上述指定的服務計劃除外) ; 或
- (ii) 不論任何原因引致 SmarTone PC Connect™ 服務終止

The Customer shall pay the Company liquidated damages specified in the Supplemental Agreement for SmarTone PC Connect™ upon the occurrence of any of the following events before the expiry of the ContractTerm:

- (i) If the Customer changes the selected SmarTone PC Connect™ service Plan to other service plan offered by the Company (other than within the Service Plan specified above); or
- (ii) If the SmarTone PC Connect™ service is terminated / disconnected for whatever reason.