

Terms & Conditions T&C- V101

(Terms & Conditions for Data Transfer Service)

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 Data Transfer 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) Data Transfer Service ("the Service")

- 2.1 The lead time of data transfer may vary between models and is subject to the respective model and amount of content.
- 2.2 Due to different file types of the old and new handset, content may not be entirely transferred to the new handset during the process.
- 2.3 The Company is not responsible or liable for any loss of content, which may occur at any stage during the Data Transfer Service due to configuration problems, negligence or any other reasons whatsoever. Also the Company is not liable for any direct or indirect, incidental or consequential damages arising from any such loss of content.
- 2.4 The Service is not available to device which has been modified in an unauthorized way (e.g. jailbreaking).
- 2.5 With the use of the Service, the Customer agrees and authorizes the Company's staff to access the content in the Customer's phone for the sole purpose of data transfer. The Privacy Policy of SmarTone Group (T&C04) shall apply.
- 2.6 The phones will only be stored in anti-theft appliance during the data transfer.
- 2.7 The Company will not be liable or responsible to any property loss and damage.

3) Your Responsibilities

- 3.1 Customers are strongly advised to backup all data and information on their device prior to the Data Transfer Service. The Customer agrees to assume the sole risk for any loss of content.

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 These Terms and Conditions and the use of the Service shall be governed by the laws of Hong Kong Special Administrative Region.

6.2 The Customer expressly agrees that the courts of Hong Kong Special Administrative Region shall have the exclusive jurisdiction for any claim or dispute with the Company 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 to make any final decision in relation to the Service and to revise the terms and conditions of the Service from time to time.

9) If there is any inconsistency or ambiguity between the English version and the Chinese version, the English version shall prevail.