

**Terms & Conditions T&C- V123**  
**Terms & Conditions for “Kono Magazine Service”**

**1) Your Acceptance**

1.1 This is an agreement between SmarTone Mobile Communications Limited ("SmarTone" or "the Company") and you ("You" or "the Customer") for use of “Kono Magazine Service” ("the Service"). BY USING THE SERVICE, THE CUSTOMER ACKNOWLEDGES AND AGREES TO THESE TERMS AND CONDITIONS. If you do not agree to any of these terms and conditions, you may not use the Service.

**2) Kono Magazine Service ("the Service")**

2.1 The Service is only available to customers who have subscribed to the Company's mobile monthly service plan.

2.2 The Service operated by Kono Digital, Inc.(USA) Taiwan Branch (“Kono Digital”) is a digital reading platform that provides subscription service for online magazines, and allow customers to download and stream magazines through supported devices and personal computers ("PC").

**2.3 Service Plan**

2.3.1 The Customer shall use the Service for the period specified in the Sales and Services Agreement ("the Term"). The Term shall start from the service effective date.

2.3.2 The Customer shall use one of the following Service Plans that is applicable in the Sales and Services Agreement:

<b>Service Plan</b>	<b>Monthly Service Fee</b>	<b>Contract Term</b>	<b>Liquidated damages</b>
Standard Plan (First month free)	\$38	Not applicable	Not applicable
24-Month Contract Plan (First 4 months free during contract period)	\$36	24 months	\$36 x remaining months of the Term

2.3.3 Customer who subscribes to the Standard Plan for the first-time can enjoy a first month free trial offer. Unless otherwise received notice of cancellation by the Customer, the relevant service will continue to be provided to the Customer upon expiry of the free trial offer, and the monthly service fee of the Standard Plan will be charged. If cancel subscription, please call SmarTone Customer Services Hotline prior to the end day of the free trial period. Customers who have subscribed to the 24-Month Contract Plan prior to the Standard Plan are not entitled to the first month free trial offer.

2.3.4 The fee of the Service Plan is charged on a monthly basis, monthly fee is calculated in Hong Kong Dollars. Even if the customer is to actually use the Service for less than a month, the applicable monthly service fee shall still be payable by the customer in full but not refundable at all on any pro-rata basis under any circumstances. The relevant service fees of the service will be shown on the monthly statement.

2.3.5 Unless otherwise specified by the Customer, the Service will continue to be provided to the Customer after the expiry of the Term and the monthly service fee will be charged in line with the Standard Plan fee at the time without Contract Term.

2.3.6 During the Term, the Customers shall have to pay SmarTone the liquidated damages stated in clause 2.3.2 upon the occurrence of any of the following:

- a) If the Customer changes to a service not specified above; or
- b) If the Customer terminates the Service; or

- c) If the Customer changes the mobile phone numbers or registered email; or
  - d) If at the request of the Customer or for whatever reason caused by the Customer, the mobile phone services cannot be activated within 90 days from the date of signing the Sales and Service Agreement.
- 2.3.7 In addition to service fees, download and use of the Service will incur a data charge. Local data will be charged to, or deducted from, the Customer's subscribed price plan, whichever is applicable. Standard roaming data charges will apply while using the Service abroad. If the Customer has applied for a Roaming Data Pack, data will be deducted from the plan. Please visit [smartone.com/roamingdatapack](http://smartone.com/roamingdatapack) for details.
- 2.3.8 Each Service Plan is restricted to bind with one email address and one mobile number that is registered with the Company.
- 2.3.9 All other subscriptions of the Service in connection with registered email address that subscribed through other than SmarTone, the company shall not in any event be responsible for any customer support or undertake any liabilities.
- 2.3.10 If, at the time of or after subscribing for the service through the Company, the Customer is also to apply or subscribe for the service through any other way for whatever reasons and results in any extra fee or loss, the Company shall not in any event be responsible for any such extra fee or loss.
- 2.4 You must be aged 18 or older to access or use the Service.
- 2.5 By using the Service, Customer agrees:
- a) To use the Service for personal and non-commercial use;
  - b) Not to resell, lease, transfer, distribute, or otherwise commercially exploit the content of the Service ; also shall not assist others to execute such actions.
- 2.6 Usage rules established by the Company relating to the Service may be controlled and modified by the Company for compliance purposes and the Company reserves the right to enforce such usage rules without notice to the Customer.
- 2.7 The Service can be used on smartphones and tablets running iOS 8.2 or above and Android™ 4.1 or above; personal computer web browser requires Internet Explorer 9.0 or above. Any actions on jailbroken or rooted devices are taken at your own risk. For Android™ smartphone which does not support Google Play services, the Value-Added Service will not be applicable on the smartphone.
- 2.8 If the Customer subscribes to the Service as the designated value-added service, then any termination of the monthly plan for the mobile devices or services for whatever reasons shall also lead to the automatic termination of the Service accordingly.
- 2.9 The Company cannot guarantee that:
- a) The Service will meet the customers' requirements;
  - b) The Service will be uninterrupted, timely, secure or error-free;
  - c) The information that obtained from the use of the Service will be completely accurate or reliable;
  - d) The quality of the service, information or other material obtained by the Customer through the Service will meet his/her expectation.
- 2.10 The Company assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings or for any damage to the Customer's device or loss of data that results using the Service, including without limitation, the download of any materials, data, or information. The Customer expressly relieves SmarTone from any and all liabilities arising from the access or use of any part of the Service.
- 2.11 All contents under the Service are provided by Kono Digital, and SmarTone is not responsible or liable for their quality, nature, accuracy, and usefulness of the contents.
- 2.12 The content and categories of content available in the Service and the charges of the Service are subject to change at any time without prior notice.

- 2.13 The Company may (i) deactivate or suspend the Service or any part thereof, with or without notice to you, to carry out system, maintenance, upgrading, testing and/or repairs; (ii) limit or suspend your access to any of the Service with or without notice to you if the Company is of the opinion that such action is appropriate as a result of your use of the Service; (iii) take or omit to take any steps, with or without notice to you, if for any reason the Company deems it relevant to the management or the operation of the Service and the Company's business, that may expand, reduce, modify, suspend, limit, make inaccessible or adversely affect the Service or any part thereof.
- 2.14 The Company may, upon discovery of suspected fraudulent, deceptive, unlawful or improper use of the Service by users, temporarily or permanently suspend users' access to any or all of the Service.
- 2.15 The Customer agrees to be bound by the Terms of Use from Kono Digital, which agreement can be found at <https://www.thekono.com/policy> (only available in Chinese).
- 2.16 SmarTone is authorized agent of Kono Digital for billing and collection of the charges of the Service from the Customer during the subscription period.

### 3) Rebate Offer

- 3.1 If the Customer subscribes to the Standard Plan\* or Contract Plan, the Customer shall be entitled to the following rebate offer (calculated in Hong Kong Dollars):

Service Plan	Monthly Service Fee	Rebate Offer	Rebate Arrangement
Standard Plan	\$38	Rebate first month fee (*only applicable to first time subscriber of standard plan)	Total Credit Amount: \$38 Rebate will be credited after the first month of the service effective date
24-Month Contract Plan	\$36	Rebate first 4 months fee during the Term	Total Credit Amount: \$144 Monthly rebate will be credited of \$36 during the 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , & 4 <sup>th</sup> months during the Term upon its effective date

- 3.2 Rebate offer of the Standard Plan is only applicable to customer who subscribes to the Standard Plan for the first-time, but not applicable to Customers who have subscribed to the 24-Month Contract Plan prior to the Standard Plan.
- 3.3 The Rebate Amount will be credited to the monthly bill of the Customer's Account according to Rebate Arrangement specified in clause 3.1.
- 3.4 The Credit Amount paid by the Company will only be applied by the Company to meet the Customer's payment obligations to the Company in respect of the Customer's Account. However, the Customer cannot set-off any other sum payable to the Company against any part of the Credit Amount payable by the Company to the Customer's Account.
- 3.5 The Credit Amount cannot be exchanged for cash.
- 3.6 The Company shall not be under any obligation to pay any interest to the Customer on the Credit Amount.

### 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 Kono Digital and are 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 Customer gives consent for the Company to provide his/her mobile number and email address to the service provider for service activation and provision.
- 5.2 The Customer's privacy is important to the Company. The Company has developed a Privacy Policy that covers how it collects, uses, discloses, transfers and stores the Customer's information. Please visit [smartone.com/privacypolicyen](http://smartone.com/privacypolicyen) for full details of the Company's Privacy Policy.
- 5.3 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 that apply to your use of the Service.
- 6.2 The Customer expressly agrees to the exclusive jurisdiction of the courts of Hong Kong Special Administrative Region for any claim or dispute with the Company relating in any way to the use of the Service.

## **7) Limitation of Liability**

The Company shall under no circumstances be liable whether in contract, tort, statute or otherwise (including but not limited to negligence, breach of contract and defamation) for any special, direct, indirect or consequential loss or damage (including but not limited to loss of revenue, loss of data or goodwill) which is suffered, sustained or incurred by the Customer, or any person (directly or indirectly) arising from or relating to the Service.

## **8) Advertisement**

- 8.1 The Customer acknowledges and agrees that the Service includes advertisements.
- 8.2 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 in the Service.
- 8.3 The Company does not represent or endorse the accuracy or reliability of any information, contents, or advertisements that contained on, distributed through, linked, downloaded or any accessed from the Company's website. The Company cannot and does not guarantee the result of the quality or reliability of any products, information purchased, or any advertisement or other information displayed which obtained by the Customer through the Company's website.
- 8.4 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 the Customer's 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 the Customer.

- 9) The Company reserves the right to revise the terms and conditions of the Service at any time. If any dispute arises, the Company's decision shall be final.