

Terms & Conditions T&C-V148

Terms & Conditions for "SmarTone AR" 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"), a user of SmarTone AR ("the Service"). BY USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE TO THESE TERMS AND CONDITIONS. If you do not agree to any of these terms and conditions, you may not use the Service.

2) Service

- 2.1 The Service is currently free to use, but the Company reserves right to make any changes in the future.
- 2.2 This Service can be used on smartphones running iOS 12.0 or above and Android™ 7.0 or above with supporting Google Play Service for AR.
- 2.3 Download and use of the Service will incur data charge. Local data will be charged at 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/roamingdatapacken for details. For Non-SmarTone customers, please check with your mobile operator about data charges.
- 2.4 The Company makes no warranty that the content, materials, goods and/or service will meet your requirements, or that your access to the site will be uninterrupted, timely, secure, or error free; nor does the Company make any warranty as to the results that may be obtained from the use of goods or service or as to the accuracy or reliability of any information or content obtained through the Service or that defects in software or hardware problems will be corrected.
- 2.5 This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behaviour, negligence, or under any other cause of action.
- 2.6 You agree :
 - a) To use the Service for personal and non-commercial use only;
 - b) Not to violate, reverse-engineer, duplicate, reproduce, transfer, share, capture, copy, forward, distribute or otherwise tamper with any content obtained from using the Service and any part of the Service for any reason or assist another person to do so.
- 2.7 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 notice to you.
- 2.8 The Company makes no warranty that :
 - 2.8.1 The Service will meet the Customer's requirements;
 - 2.8.2 The Service will be uninterrupted, timely, secure or error-free;
 - 2.8.3 The results that may be obtained from the use of the Service will be accurate or reliable; or
 - 2.8.4 The quality of any services, information or other material obtained by the Customer through the Services will meet his/her expectation.
- 2.9 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 relieve SmarTone from any and all liabilities arising from the access or use of any part of the Service.
- 2.10 SmarTone is not responsible or liable for their quality, nature, accuracy and usefulness of the contents.
- 2.11 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.
- 2.12 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 any steps or omit to take any steps, with or without notice to you, for any reason the Company deems relevant to the management or the operation of any 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.



- 2.13 The Company may, upon discovery of suspected or inchoate, fraudulent, deceptive, unlawful or improper use of the Service by users, suspend users' access to any or all of the Service temporarily or permanently.

3) Intellectual Property rights

- 3.1 The design of the Service along with any service features ("Applications") and the trademarks, service marks and logos contained therein ("Marks") are owned by SmarTone and is protected by applicable intellectual property laws including but not limited to copyright. Except to the extent permitted by law, you shall not use such Applications and/or Marks in any way whatsoever except for use of the Service. You shall not modify, rent, lease, loan, sell, distribute or create derivative works based on the Applications in any manner.

4) Privacy Policy

- 4.1 Your privacy is important to the Company. The Company has developed a Privacy Policy that covers how it collects, uses, discloses, transfers and stores your information. Please visit smartone.com/privacypolicyen for full details of the Company's Privacy Policy.
- 4.2 The Company will do its best to keep your privacy safe, but still need your help. Please protect your own personal information carefully.

5) Applicable Laws

- 5.1 You shall comply with the laws of Hong Kong Special Administrative Region in relation to your use of the Service.
- 5.2 You expressly agree to the exclusive jurisdiction of the courts of Hong Kong Special Administrative Region in determining any dispute with the Company or relating to the use of the Service.

6) Limitation of Liability

- 6.1 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 you, or any person arising (directly or indirectly) from or out of or relating to the Service.

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