



**THE (GENERAL) CONTRACT
FOR THE PROVISION OF TELECOMMUNICATION SERVICES AND PURCHASE OF HANDSET
TERMS AND CONDITIONS**

China Mobile Hong Kong Co. Ltd. ("CMHK") and the Customer agree with each other as follows:

1. Provision of Services

- 1.1 CMHK agrees to provide telecommunication services ("Services") to the Customer and the Customer agrees to subscribe the Services in accordance with the terms and conditions herein contained during the term of the Agreement and CMHK will:
 - (a) allocate a mobile telephone number to the Customer for the Services in the event that a mobile telephone number cannot be ported from another network to CMHK for whatever reasons;
 - (b) grant the Customer the right to use a Subscriber Identity Module Card ("SIM Card"). The title of the SIM Card will at all times remain vested in CMHK. The Customer shall surrender the SIM Card to CMHK forthwith upon termination of the Agreement or upon CMHK's request. In the event that the SIM Card is damaged or lost for whatsoever reason or the Customer fails to surrender the SIM Card to CMHK on demand, the Customer shall keep CMHK fully indemnified;
 - (c) upon successful application made by the Customer, provide international call dialing service ("IDD Service") to the Customer subject to the terms and conditions prescribed by the external carriers from time to time in force. The Customer shall abide by such additional terms and conditions in relation to IDD Service promulgated by CMHK from time to time. CMHK does not warrant the suitability and quality of the IDD Service so provided;
 - (d) upon successful application made by the Customer, provide roaming services to the Customer for use of mobile telephone in overseas countries where compatible roaming services are available. The Customer shall abide by such additional terms and conditions in relation to roaming services promulgated by CMHK from time to time. CMHK does not warrant the suitability and quality of the roaming services so provided;
 - (e) upon successful application made by the Customer, provide such available Value Added Services ("VAS") to the Customer from time to time. The Customer shall abide by such additional terms and conditions in relation to VAS promulgated by CMHK from time to time. CMHK does not warrant the suitability and quality of such VAS provided.
- 1.2 CMHK may from time to time offer and make available to Customer other service(s) than those hereby provided. The charges of the other service(s) provided could be accessed via CMHK website www.hk.chinamobile.com. CMHK reserves the right to make the final decision on activating, suspending or canceling such service(s)."

2. Deposit

- 2.1 The Customer shall pay to CMHK upon execution of the Agreement the stipulated deposit ("Deposit") to secure the due performance and observance of the obligations herein on the part of the Customer. The amount of the Deposit shall be determined by CMHK at its sole discretion from time to time. In the event that the Customer subscribes additional services from CMHK, CMHK shall be entitled to request payment of such additional deposit from the Customer as it thinks fit. For avoidance of doubts, the additional services subscribed shall be treated as the Services and additional deposit paid shall be treated as part of the Deposit.
- 2.2 CMHK shall be entitled, without prejudice to any rights or remedies hereunder, to deduct without notice to the Customer, from the Deposit any outstanding amount due to CMHK hereunder or under any of the Customer's other accounts for the Services or for any loss or damage incurred or sustained by CMHK as a result of any non-compliance or non-performance by the Customer of any terms, conditions or obligations under any agreement for the Services made between CMHK and the Customer. After deduction, CMHK shall be entitled to request further deposit to be paid by the Customer, failing which CMHK shall have the right to forthwith discontinue the provision of any or all of the Services to the Customer and terminate the Agreement forthwith.
- 2.3 After the termination of the Agreement for whatever reasons, the Deposit shall be used to set-off against all outstanding amounts due to CMHK. The balance of the Deposit, if any, shall be refunded to the Customer without interest within 90 days after termination of the Agreement. In special cases such as the delay caused by the overseas mobile telecommunications operators, refund of the Deposit may take more than 90 days.
- 2.4 The Customer acknowledges that payment of the Deposit or making any prepayment for the Services is not without risk. CMHK hereby gives no warranty that in the case of CMHK being liquidated the Customer will be refunded the Deposit or prepayment or any part thereof and that the rights of the Customer to be refunded Deposit or unredeemed prepayment or any part thereof will be governed by the relevant laws and regulations of the Hong Kong Special Administrative Region from time to time in force.
- 2.5 Where the Customer has paid the Deposit or made any prepayment in exchange for a free or discounted handset from CMHK, it is hereby acknowledged that in the event of CMHK being liquidated, the ownership of such handset will be henceforth vested in the Customer as compensation in lieu of refund of the Deposit or unredeemed prepayment from CMHK. Notwithstanding the foregoing, if CMHK which is in the course of being liquidated is subsequently bought out by another

telecommunications service provider and the latter provider assumes all the rights and obligations of CMHK under the Agreement, the parties concerned shall continue to abide by the terms and conditions of the Agreement.

3. Charges & Billing

- 3.1 The Customer shall pay all sums of money stipulated on "The (General) Contract for Telecommunications Services" in full upon execution of the Agreement.
- 3.2 **The service charges payable by the Customer shall commence on the commencement date of the Services. The Services provided under the Agreement is subject to CMHK' prevailing rate of charges and CMHK reserves its right to vary the rate of service charges at any time as it thinks fit.**
- 3.3 The service charges shall be paid by the Customer monthly in advance, whether demanded or not. The Customer may obtain the details of all service charges payable for the relevant period from the website of CMHK where the Customer's invoice(s) will be posted on a monthly basis or at such interval as CMHK thinks fit. CMHK reserves the right to send Customer's invoice(s) by post to the Customer in lieu of or in addition to posting the same on the website. For the avoidance of doubt, all invoices, once posted on CMHK's website, shall be deemed delivered to the Customers.
- 3.4 Time is of the essence relating to Customer's payment obligations hereunder. Unless otherwise specified, all invoices (posted in whatever form) shall be due on the date specified therein. The Customer shall settle the service charges on or before the due date stated in the invoice, failing which CMHK shall be entitled to levy late charge and/or interest on all overdue services charges from the due date until payment is made in full.
- 3.5 All payments shall be paid in Hong Kong Dollars. Payment by post or by electronic transactions or the like shall be at the risk of the Customer and no receipt will be given. No payment shall be deemed to have been paid until payment is actually received by CMHK.
- 3.6 Enquiries or disputes concerning any invoice must be made to CMHK on or before the due date stated in the invoice and nothing herein shall relieve the Customer from paying the services charges on or before the due date stated in the invoice. In the event of dispute relating to the service charges, the books and records kept by CMHK shall be conclusive evidence of the actual amount due by the Customer to CMHK.
- 3.7 The Customer acknowledges and agrees that his/her payment obligations under the Agreement are personal to him/her and all charges arising from the use of the SIM Card or the handset shall be deemed to be the personal liability of the Customer.

4. Limited Warranty

- 4.1 The Customer hereby acknowledges and agrees that the workmanship and material warranty on the handsets and accessory items purchased pursuant to the Agreement shall be provided to the Customer by the manufactures or suppliers thereof ("Manufacturer") upon such terms and conditions as shall be from time to time specified by the Manufacturer provided that:
 - (a) the handset(s) and/or the accessory item(s) is/are purchased from CMHK directly, as evidenced by the production of the original of the Agreement to the Manufacturer;
 - (b) the warranty label affixed on the handset has not been defaced, replaced, removed or altered;
 - (c) the failure, malfunction or defect is due to faulty workmanship or material only; and
 - (d) all warranty claims must be lodged within such applicable time limits as shall be prescribed by the Manufacturer from time to time.
- 4.2 For the avoidance of doubt, the limited warranty provided by the Manufacturer under this Clause 4 excludes:
 - (a) replacement of handset and/or accessory items; and
 - (b) defects or damage due to improper/abnormal use or operation, unauthorized repair maintenance adjustment tampering or alteration, the Customer's negligence or default, fair wear and tear and accident of any kind.
- 4.3 For handset and accessory using method, please refer to user manual of related product for details.
- 4.4 The limited warranty service for the handsets and accessory items is subject to the terms and conditions promulgated by the Manufacturer from time to time.
- 4.5 CMHK shall not be responsible or liable for any defect in the handsets and/or accessory items or the repair thereof or any costs or expenses (including but not limited to delivery or transportation charges) related thereto. In no case shall CMHK owe any duty of care to the Customer in the course of repairing the damaged handset by the Manufacturer nor shall CMHK be held liable for any direct or indirect consequences in connection with the repair service so rendered by the Manufacturer.
- 4.6 CMHK shall not be held liable for any claim in connection with product liability, which is due to the default, neglect or omission of the Manufacturer. Product liability shall rest with the Manufacturer solely in any event.

5. Customer's Obligations

- 5.1 The Customer shall
 - (a) diligently comply with all the terms and conditions in the Agreement and any additional obligations promulgated by CMHK from time to time;
 - (b) and inform CMHK immediately in the event of loss of SIM Card for whatsoever reasons, failing which the Customer shall be liable for all charges until such time when CMHK received notice from the Customer and the Services are disconnected by CMHK.

6. Suspension

- 6.1 In the event that the Customer sends short messaging services ("SMS") or multi-media messaging services ("MMS") which are of obscene, immoral, indecent, deceptive, fraudulent, defamatory, discriminatory, or privacy-intrusive to a recipient or sends SMS/MMS to a recipient without first having obtained prior explicit consent to receive SMS/MMS of promotional nature from him/her using CMHK's network ("Unsolicited SMS/MMS"), or sends inter-operator short message services of promotional nature ("IOSMS/IOMMS-Promotional Nature") to a recipient without first having obtained prior explicit consent to receive IOSMS/IOMMS-Promotional Nature from him/her ("Unsolicited IOSMS/IOMMS-Promotional Nature"), CMHK shall have the right to without being liable to the Customer and without prior notice stop the delivery of the Unsolicited SMS/MMS or the Unsolicited IOSMS/IOMMS-Promotional Nature (as the case may be) or suspend the SMS/MMS or IOSMS/IOMMS-Promotional Nature subscribed by the Customer as soon as it becomes aware thereof or when CMHK receives a complaint from a recipient of an Unsolicited SMS/MMS or Unsolicited IOSMS/IOMMS-Promotional Nature (as the case may be).
- 6.2 CMHK is entitled to temporarily suspend any or all of the Services without notice to the Customer for the purpose of preventing any improper use of CMHK' network or resources, fraudulent or deceptive acts until CMHK is satisfied that the Customer has ceased such acts or the relevant investigation has been completed.
- 6.3 Customer hereby understands, agrees and accepts that the use of the Mobile Service is subject to this Service Usage Policy and that Customer must use the Mobile Service in a fair manner. CMHK may monitor the Customer usage of the Mobile Service and will consider use of the Mobile Service as unfair and if the use :
- (a) will have cause an adverse impact on network or other CMHK customers; or
 - (b) reselling the Mobile Service without prior consent of CMHK
- CMHK is entitled to temporarily suspend any or all of the Services without prior notice to the Customer for the purpose of considering the Customer unfair use of the Mobile Service.

7. Reconnection Fee

- 7.1 In the event that the Customer requests for reconnection of service, CMHK is entitled to charge the Customer a reconnection fee at CMHK' prevailing rate.

8. Termination

- 8.1 Without prejudice to other provisions contained in the Agreement, CMHK may terminate the Agreement at any time or disconnect the Services or any part thereof without notice upon the occurrence of any of the following events if:
- (a) the Customer fails to pay any charges and/or Deposit required to be paid hereunder after the due date;
 - (b) the Customer commits a breach of any of the terms and conditions contained herein;
 - (c) CMHK has reasons to believe that the Customer or any authorized users has used the handset for illegal or improper purpose or sent indecent messages or used abusive or indecent language to other subscribers or employees of CMHK through the Services;
 - (d) the Customer tampers with or copies or allows any other persons to tamper with or copy the information written in the SIM Card without CMHK' prior authority;
 - (e) the call charges for the Services exceed any credit limit specified by CMHK from time to time; or
 - (f) the information provided by the Customer overleaf is found to be false.
- 8.2 The Customer may terminate the Agreement by giving 30 days' written notice in advance to CMHK provided that on the date of termination:
- (a) the Customer shall settle all outstanding service charges; and
 - (b) the Customer shall return the SIM Card to CMHK.
- 8.3 CMHK may terminate the Agreement without cause by giving not less than 30 days' written notice to the Customer.
- 8.4 Termination hereunder shall not prejudice any rights and/or antecedent claims which CMHK may have against the Customer and shall not relieve the Customer from the obligations accrued hereunder prior to the date of termination.
- 8.5 **For the avoidance of doubt, any money and/or charges paid in advance by the Customer will not be refunded to the Customer despite termination of the Agreement for whatever reason.**
- 8.6 If the Customer has registered more than one account in his/her name for the Services and failed to pay any service charges under any one of the accounts, CMHK shall have the right to terminate all the agreements which are registered under the Customer's name in accordance with Clause 8.1.
- 8.7 CMHK shall have the right to assign the Customer's mobile telephone number for the Services to another subscriber of CMHK after the termination of the Agreement.

9. Data Protection

- 9.1 The Customer acknowledges that his/her personal data is given to CMHK voluntarily and that he/she has been afforded the opportunity to ascertain from CMHK' employees the use of personal data before execution of the Agreement.
- 9.2 By entering into the Agreement, the Customer agrees and consents that his/her personal data so collected may or will be used by CMHK for CMHK's performance of the Agreement, provision of any or all of the services related to the Agreement or for promoting and marketing (including direct marketing) such goods and services as CMHK from time to time deems fit and

appropriate to the Customer herein or otherwise for a purpose related thereto. If the Customer does not wish to receive any such promotional or marketing materials, the Customer shall advise CMHK by written notice or call CMHK's customer service hotline.

- 9.3 The Customer acknowledges and agrees that his/her personal data collected may/will be disclosed only to CMHK's authorized employees, agents, business partners, contractors/sub-contractors (including without limitation to debt collection agent, financial institutions, external carriers, overseas mobile telecommunications operators or credit reference agent) who is/are engaged or appointed for the purpose of performing the Agreement by CMHK.
- 9.4 The Customer acknowledges that CMHK is obliged to release the Customer's personal data to government authorities who are entitled to collect such data from CMHK under the Personal Data (Privacy) Ordinance and/or other relevant legislation.

10. Disclaimer

- 10.1 CMHK shall not be held liable for any claim in connection with product liability, which is due to the default, neglect omission or mistake of the Manufacturer. Product liability shall rest with the Manufacturer solely in any event.
- 10.2 Under no circumstances shall CMHK be liable for any claim, loss, damage or compensation of whatever nature howsoever arisen in connection with the performance of the Agreement.
- 10.3 CMHK will use its best commercial endeavors to make the Services available to the Customer during the term of the Agreement. CMHK does not warrant the quality or availability of any of the Services either in whole or in part and CMHK accepts no responsibility for any delay, suspension, failure, cessation or cancellation of any or all of the Services or any loss, damages or compensation suffered by the Customer.
- 10.4 In the event that the provision of Services is contracted out or assigned to CMHK's agents, CMHK disclaims all responsibilities or liabilities arising from the acts, default, neglect, mistakes of CMHK's agents.
- 10.5 With respect to the information released to the Customer via network, CMHK does not warrant its accuracy, quality, usefulness or completeness and will not accept any responsibilities for any loss or damage whatsoever suffered by the Customer as a result of the use or access to the information.

11. General

- 11.1 CMHK retains the right, to be exercised in its absolute discretion and without assigning any reason, to accept or reject any application for mobile services, other special promotional packages and/or privileges from time to time offered by CMHK.
- 11.2 The Agreement embodies the entire understanding between the parties relating to this subject matter. Any representations and promises oral or written are hereby withdrawn and revoked.
- 11.3 In the case of the Customer being a corporation, the Customer warrants that the persons executing the Agreement and incidental documents has express authority to do so on its behalf.
- 11.4 The Agreement shall be construed in accordance with the laws of Hong Kong Special Administrative Region.
- 11.5 **CMHK reserves the right to vary, delete or amend any of the terms and conditions herein contained from time to time provided prior thirty (30) days written notice has been given to the Customer (for such purpose the posting of the amendments and/or deletion on the web-site of CMHK shall suffice as written notice) to that effect.**
- 11.6 CMHK may assign the whole or any part of the Agreement to any other party or parties at any time. The Customer shall not without the consent of CMHK assign the rights and obligations of the Agreement to any other party.
- 11.7 Any dispute arising out of the Agreement shall be first resolved by both parties in good faith. No legal proceedings shall be instituted against the other party in the absence of good faith discussion by both parties in pursuance of this clause.
- 11.8 Any notice to be given by CMHK to the Customer may be either personally delivered to the Customer or by ordinary post, email or facsimile to the address specified overleaf or any address as notified by the Customer. Such notice shall be deemed to have been received by the Customer twenty-four (24) hours after dispatch if personally delivered or by postal service or immediately if transmitted by facsimile or email.
- 11.9 In the event that the Customer files a complaint with CMHK that he/she has received Unsolicited SMS/MMS or Unsolicited IOSMS/IOMMS - Promotional Nature, the Customer shall provide CMHK with all the necessary information on the Unsolicited SMS/MMS or Unsolicited IOSMS/IOMMS-Promotional Nature such as the date and time of the receipt of such message(s), full originating address and the contents of the message before CMHK is obliged to pursue the complaint.
- 11.10 The Customer may change his/her personal data or Service Profile including service plan and all value-added services subscribed via different channels from time to time prescribed by CMHK subject to the Customer diligently complying with all the terms and conditions in the Agreement and such additional terms and conditions as may be from time to time promulgated by CMHK. CMHK prescribed channels include Customer Service Hotline, Customer Centre, all retail outlets and electronic channels.