

UNIFIED CARRIER LICENCE
TELECOMMUNICATIONS ORDINANCE (CHAPTER 106)

Hong Kong Telecommunications (HKT) Limited (“HKT”)

Name of Tariff:

Prepaid SIM Card mobile service (“Service”)

Description of Tariff:

CSL Mobile Limited (“CSL”) on behalf of HKT hereby publishes the tariffs of the services provided by HKT.

CSL acquires mobile services in bulk from HKT and is authorized to interface with and resell the mobile services to end customers.

The Service is provided via an eligible Prepaid SIM card offered by CSL, under which a user can utilise CSL’s mobile voice and/or data services and certain eligible value-added services (as set out under the terms and conditions of the relevant Prepaid SIM Card enclosed/imprinted on the package) after completion of activation procedures by the user. The user can also utilise overseas voice and/or data roaming service under the Service.

Rates table:

1) Local mobile service usage

| | |
|---------------------------|-------------------|
| Local data usage | HK\$0.01 per KB |
| Local voice minutes | HK\$1 per minute |
| csl Wi-Fi | HK\$98 per month |
| SMS message | HK\$1 per message |
| International SMS | HK\$3 per message |
| Local MMS message | HK\$3 per message |
| International MMS message | HK\$5 per message |
| Local Video Call | HK\$4 per minute |
| International Video Call | HK\$30 per minute |

2) Charges for Value-added Services

Value-added Services (“VAS”) features set out in the rates table below enable a subscriber of the Services to enjoy additional features. Usage of certain features of VAS is subject to eligibility of relevant device accessing the Service(s) and/or relevant VAS feature(s) on offer to a particular Service. Relevant terms and conditions of VAS apply. VAS may be offered individually or as a bundled service

plan to a subscriber.

| | | <u>HK\$/30 days</u> |
|-----|---|---------------------|
| (a) | Call forwarding (enabling a customer to forward an incoming call to a designated telephone number with various features enabled by system setting(s) or manual input) | 40 |
| (b) | Call number display for incoming calls | 40 |
| (c) | Call waiting (with various features) | 40 |
| (d) | Conference call | 40 |
| (e) | Voicemail (access via a designated fixed line device or a handheld device) | 40 |

A user is required to purchase an eligible Prepaid SIM Card at designated outlets and top-up with sufficient payment (as required) in order to utilise the Service.

Current offerings of the Service are set out in the below webpage:

<http://www.hkcsl.com/en/Prepaid/>

The usage of the Service is also subject to the General Conditions of the Prepaid SIM Card (see Annex A) or PCCW-HKT Prepaid SIM General Terms and Conditions (see Annex B).

Effective Date of Tariff:

20 July 2015

Revision History:

Revision to tariff no. U008-005 published on 30 April 2010 in respect of for amendments to certain terms and conditions.

1. DEFINITIONS

1.1 The following words in this Agreement have the meanings as set out below:

“Agreement” means these General Terms and Conditions and any other terms and conditions set out in a Voucher, user guide or pamphlet relating to the provision of Mobile Services.

“Applicable Law” in relation to any person, action or thing means:

- (a) any law, rule or regulation of Hong Kong or any country (or political subdivision of the country) which is applicable to a party;
- (b) any obligation under any licence held by CSL in Hong Kong or any country (or political subdivision of the country);
- (c) any lawful determination, decision, direction, guideline, statement or code of practice in Hong Kong or any country (or political subdivision of the country) which is applicable to a party; or
- (d) any applicable international convention or agreement.

“ATM” means the recharge method which allows the Customer to recharge his Prepaid SIM Card with his JETCO or ATM card at an automatic teller machine (which provides JET Payment/Bill Payment Services) to add credit to his Prepaid SIM Card.

“Cardholder Certificate” is a certificate which certifies that the person possessing the certificate has purchased the corresponding Prepaid SIM Card and is the holder of the allocated mobile number.

“Charges” means all charges relating to the provision of the Mobile Service by CSL to the Customer including MTR/Tunnels/Mobile License/Administration Fee or Mobile Service Licence and Administration Fee, any charges relating to connection, voice airtime, Mobile Data usage, international direct dial call charges, call forwarding, roaming, registration, content, replacement, flagfall, monthly service, VAS, cancellation, reconnection, thereafter charges and any other surcharge, charge, rate (including peak and off-peak) or fee (including amounts billed by CSL for and on behalf of a third party) as may be specified by CSL from time to time on CSL’s website [www.hkcsl.com] or any other method as described in clause 12.1 of this Agreement and "Charged" has a corresponding meaning.

“CSL” means CSL Mobile Limited.

“Customer” means the person who purchases the Prepaid SIM Card and holds the Cardholder Certificate.

“HKJC” means The Hong Kong Jockey Club.

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“Hotline” means CSL’s 24 hour telephone service hotline, 179 179 or such other telephone number as specified by CSL from time to time.

“IDD” means international direct dial service.

“Information Service” means a news, information, finance, game, music, graphic, download or other service of a content or data nature made available by CSL to the Customer from time to time and includes the Integrated Mobile Betting Service.

“Integrated Mobile Betting Service” means the betting service which allows a Customer to place bets through the HKJC on horse races, soccer gambling and Mark 6 lotteries provided the Customer is using the Prepaid SIM Card known as the “CSL Integrated Mobile Betting Prepaid SIM Card” or “CSL HK\$1000 Prepaid SIM Card” .

“Mobile Data” means any data or information transmitted to or received from CSL’s network and/or roaming partner network for data services.

“Mobile Equipment” means a mobile radio telephone, other wireless device, access device or equipment to be used with a Mobile Service and includes a wireless or access device accessory.

“Mobile Service” means a mobile radio telephone service and Mobile Data service which can be accessed through using a Prepaid SIM Card and any other service (whether a mobile radio telephone service or not) supplied to Customer from time to time and includes a VAS.

“MTR/Tunnels/Mobile License/Administration Fee” or “Mobile Service Licence and Administration Fee” means all fees payable from time to time to the Hong Kong Government and other third parties including Operators, tunnel operators and railway companies and other administrative costs in connection with the use of the Mobile Services and, where applicable, the Mobile Equipment in the manner specified by us from time to time.

“Operator” means a person holding a valid and operational unified carrier licence, mobile carrier licence, fixed carrier licence, fixed telecommunications network services licence, public radio communication service licence, services-based operator licence or mobile virtual network operator licence in Hong Kong, other than CSL.

“Outlet” means the outlets as specified by CSL from time to time or the service outlets of CSL’s distributors, which are located in Hong Kong and are approved by CSL.

“PDPO” means the Hong Kong Personal Data (Privacy) Ordinance (Cap.486).

“Personal Data” has the meaning set out in the PDPO and includes, without limitation, the Customer’s name and contact details (including telephone number, residential address and email address).

“PIN” means the personal identification number attached to a Prepaid SIM Card.

“Port” means the process which enables the Customer to retain his allocated Mobile number when changing his subscription for Mobile Services from CSL to an Operator or a virtual mobile network operator or vice versa and "Ported" has a corresponding meaning.

“PPS” means the recharge method which allows the Customer to recharge his Prepaid SIM Card by using his bank account to add credit to his Prepaid SIM Card by making a payment by phone or by Internet.

“Prepaid Roaming Service” means the Mobile Service supplied by CSL on such supplementary terms and conditions as specified by CSL from time to time, which allows the Customer to use his Mobile Equipment, mobile number and Prepaid SIM Card (provided it is equipped with the roaming function) to make and receive calls or use any other services as may be provided by CSL (or third parties on behalf of CSL) from time to time outside Hong Kong and have the cost of the calls or services deducted from the balance of his existing Prepaid SIM Card credit.

“Prepaid SIM Card” means all csl. Prepaid SIM Cards and such other prepaid SIM Cards as may be specified by CSL from time to time.

“Recharge” means a service which allows the Customer to add credit to his Prepaid SIM Card. The Customer may recharge his Prepaid SIM Card by:

- (a) Voucher;
- (b) ATM;
- (c) PPS;
- (d) Credit Card;
- (e) Payment Kiosk Recharge Service; or
- (f) any other method as specified by CSL from time to time.

“SIM Card” means a subscriber identity module card and includes a USIM card.

“SMS” means the service which allows a short text message or an Information Service (if such transmission functionality is available) to be transmitted between persons using CSL’s network or

CSL' s and an Operator' s network.

“VAS” means a value added service as offered by CSL from time to time on such additional terms and conditions as maybe specified by CSL and includes a PrepaidRoaming Service, Information Service, international direct dial, any other roaming service, anews, information, finance, bill payment, online commerce transaction, game, sport, music, graphic, download, mobilebetting or other content service, a multi-media service, a SMS, video call and different basic system featuresavailable by CSL to Customers from time to time.

“Voucher” means the recharge method which allows the Customer to recharge his Prepaid SIM Card by purchasing a recharge voucher (in physical or electronic form) from a 1O1O or csl. retail shop, or distribution channel authorised or designated by CSL, and calling the Hotline to activate the voucher and add credit to his Prepaid SIM Card.

2. MOBILE EQUIPMENT

2.1 The Customer must only use his Prepaid SIM Card with a Mobile Equipment which is:

- (a) of a type approved by the Office of the Communications Authority;
- (b) appropriate for the Prepaid SIM Card; and
- (c) able to be connected to CSL' s mobile network.

2.2 In providing the Mobile Services, CSL is not responsible for the operation of any Mobile Equipment or any other Customer-supplied or third party equipment or applications connected to the Mobile Services.

2.3 The Customer must not change any chargesetting on his Mobile Equipment or Prepaid SIM Card and such a change may cause the Mobile Equipment or Prepaid SIM Card to malfunction. CSL will not be liable for any loss or damage suffered by the Customer or another person due to a change to the charge setting of the Customer' s Mobile Equipment or Prepaid SIM Card.

3.MOBILE SERVICES

3.1 Unless earlier terminated in accordance with this Agreement, this Agreement commences when the Prepaid SIM Card is purchased by the Customer at a CSL authorised distribution channel and expires (whichever is the later):

- (a) the number of days as set out on the Prepaid SIM Card' s packaging after activation of the Prepaid SIM Card or such other period as specified by CSL from time to time; or
- (b) the number of days as set out on the Prepaid SIM Card' s packaging (or such other period as specified by CSL from time to time) after credit is added to the Customer's Prepaid SIM Card (as calculated in accordance with clause 3.11) if the Prepaid SIM Card is Recharged in accordance with this clause 3 and provided the Customer Recharges his Prepaid SIM Card by at least the minimum

amount as specified by CSL from time to time on each Recharge occasion, unless earlier terminated in accordance with this Agreement.

3.2 The mobile number allocated to the Customer is unique to his Prepaid SIM Card. The Customer cannot change the mobile number and if the Prepaid SIM Card expires or is terminated in accordance with this Agreement, the Customer will no longer have access to the allocated mobile number.

3.3 CSL will issue to the Customer a Cardholder Certificate at the time of purchase of the Prepaid SIM Card.

3.4 CSL will use its reasonable endeavours to provide the Mobile Services to the Customer but does not guarantee the provision of continuous or fault-free Mobile Services, including the successful transmission of any SMS or call.

3.5 The Prepaid SIM Card, Recharge amount and any unused credit of a Prepaid SIM Card:
(a) cannot be exchanged, transferred or refunded unless the Prepaid SIM Card or Voucher is found faulty or damaged before use; and
(b) is not redeemable for cash, services or other goods,
at any time, including after the expiry or termination of this Agreement.

3.6 CSL is not liable for any lost or stolen Prepaid SIM Card or for the use of any unused credit on a lost or stolen Prepaid SIM Card. Unused credit on a lost or stolen Prepaid SIM Card is not exchangeable, refundable or transferable.

3.7 A Prepaid SIM Card allows the Customer to, within Hong Kong:
(a) make and receive local calls to or from fixed and Mobile Services;
(b) make international calls using the 001 or 1718 prefixes or receive international calls (with the exception being “CSL MY SIM Prepaid SIM Card” , and such other Prepaid SIM Cards as may be specified by CSL from time to time);
(c) access and use VAS, provided the Customer uses a Mobile Equipment which allows access to VAS; and
(d) make roaming calls (with the exception to this being the Prepaid SIM Card not equipped with Roaming Service).

3.8 A Prepaid SIM Card cannot be used to:
(a) make calls to live chat numbers, some short code numbers (except those specified by CSL) and such other numbers as specified by CSL from time to time;
(b) forward calls to overseas numbers or some chargeable numbers (eg. 173 or 900 prefix numbers); or
(c) receive international operator assisted calls (eg. collect calls).

3.9 The Customer may Recharge his Prepaid SIM Card in amounts as determined by CSL from time to time. CSL may set a maximum limit on the amount that the Prepaid SIM Card can store from time to time.

3.10 If the total value of the Prepaid SIM Card exceeds the maximum amount as set by CSL as a result of a Recharge by ATM or PPS, CSL will reject the Recharge amount and credit the total Recharge amount to the Customer's bank account within three weeks.

3.11 Credit will be added to the Customer's Prepaid SIM Card:

- (a) immediately when Recharging using a Voucher, online by credit card or Alipay; and
- (b) within two working days when Recharging using the PPS or ATM methods.

3.12 CSL may debit a Recharge amount from the Customer's Prepaid SIM Card if:

- (a) the wrong Prepaid SIM Card has been Recharged;
- (b) the Prepaid SIM Card has been fraudulently Recharged;
- (c) the Prepaid SIM Card has expired or been terminated; or
- (d) there is a legitimate reason for CSL to debit the Recharge amount,

however CSL will not be liable for any loss or damage suffered by the Customer or any other person due to the debiting of any Recharge amount from a Prepaid SIM Card.

3.13 To use a Prepaid SIM Card which is equipped with the roaming function, the Prepaid SIM Card must have a balance of at least HK\$12.50 when used outside of Hong Kong.

3.14 Three consecutive failed attempts to enter a PIN will permanently block use of the Prepaid SIM Card. CSL will not be liable for any loss or damage suffered by the Customer or any other person arising from such failure.

3.15 The Customer is solely responsible for safeguarding his Prepaid SIM Card, Voucher, Cardholder Certificate and PIN.

3.16 CSL reserves the right to modify or withdraw the Prepaid SIM Card service including the use of Voucher, Cardholder Certificate and PIN, in whole or in part, at any time.

3.17 The Customer acknowledges and agrees that:

- (a) the Mobile Equipment and/or Mobile Service provided by CSL to the Customer under this Agreement are for the personal and private use of the Customer only;
- (b) CSL does not provide directory entries or directory services for a Mobile Service;
- (c) CSL may at any time do all such things to the features of a Mobile Service or the pre-programmed

data of the Prepaid SIM Card to ensure the quality of a Mobile Service;

(d) the Customer must not use or allow a Mobile Service or the Prepaid SIM Card to be used for any purpose other than that for which it is subscribed;

(e) the Customer does not acquire any rights whatsoever in any mobile number provided by CSL and CSL may modify, withdraw, change or reallocate any number provided to the Customer;

(f) when the Customer provides information to CSL, the information must be complete, true and up-to-date in all respects;

(g) the Customer must abide by the Applicable Laws;

(h) the Customer must promptly comply with all notices, instructions or directions given by CSL in respect of the installation, use or operation of the Mobile Services;

(i) the Customer must not, and must not attempt to, hack, break into, access or by other unauthorised means use, any part of a Mobile Service, CSL data areas or servers for which the Customer has not been authorised by CSL;

(j) the Customer must not tamper, copy, modify or in some other ways seek to alter, or allow any other person to tamper, copy, modify or seek to alter, the Prepaid SIM Card;

(k) the Customer must not use the Mobile Service (including an Information Service) in:

(i) any unlawful, fraudulent, improper, unauthorised, harassing, discriminatory, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable manner;

(ii) a way to encourage conduct that could constitute a criminal offence, give rise to civil liability or otherwise violate any Applicable Law or regulation;

(iii) a way to infringe any third party's intellectual property rights; or

(iv) a way that may be harmful or detrimental to CSL or its reputation; and

(l) CSL is not responsible for any acts or omissions arising from the Customer's use of the Mobile Service, including those more particularly described in clause 3.17(k).

3.18 The Customer may Port in his mobile number from an Operator to CSL for Mobile Services using a Prepaid SIM Card provided that the Customer complies with CSL's policies and procedures with respect to such a service.

4. SIM CARD

4.1 CSL will issue to the Customer a Prepaid SIM Card for use with his Mobile Equipment to enable access to Mobile Services.

4.2 CSL may in its sole discretion replace free of charge for the Customer any Prepaid SIM Card damaged due to normal wear and tear. CSL will charge the Customer a replacement fee for a Prepaid SIM Card:

(a) damaged due to misuse, negligence or willful damage on the part of the Customer; or

(b) lost by, or stolen from, the Customer.

4.3 The Customer must report any loss of his Prepaid SIM Card to the police (or similar authority if the loss occurs outside Hong Kong) and CSL within 24 hours of the Customer becoming aware of such loss.

4.4 The Customer will be liable for all Charges connected with the Prepaid SIM Card until CSL disconnects all Mobile Services to the lost Prepaid SIM Card, following the Customer's report of the loss in accordance with clause 4.3.

4.5 Following the Customer's report of the lost Prepaid SIM Card in accordance with clause 4.3, the Customer may take its Cardholder Certificate to any designated CSL Customer Service Centres for a replacement Prepaid SIM Card. CSL will charge the Customer for replacing the Prepaid SIM Card at CSL's prevailing replacement fee. The replacement Prepaid SIM Card will have the same balance as the lost Prepaid SIM Card at the time it was deactivated by CSL. Please visit www.hkcsl.com or call 179179 for details on the designated CSL Customer Service Centres.

5. MOBILE ROAMING SERVICE

5.1 The Prepaid Roaming Service is available in country or place where CSL has a roaming arrangement with the local telecommunications network operator which supports Prepaid Roaming Service.

5.2 CSL does not warrant the suitability or quality of any roaming service used by the Customer.

6. INFORMATION SERVICES

6.1 CSL may make an Information Service available to the Customer, provided the Customer:

- (a) uses a Mobile Equipment which is capable of receiving the Information Service; and
- (b) satisfies the eligibility requirements for the Information Service (if any) specified by CSL from time to time.

6.2 The rules, terms and conditions and eligibility requirements may vary according to the particular Information Service and will be available from CSL from time to time.

6.3 CSL may withdraw, or vary the terms of, any or all of its Information Services at any time without notice.

6.4 By accessing or using Information Service, the Customer acknowledges and agrees that:

- (a) CSL makes no warranty of any kind in relation to the Information Service or any third party content or information provided to it;
- (b) CSL is not responsible for the accuracy, completeness, usefulness or timeliness of an Information Service;

- (c) any views expressed are not necessarily those of CSL;
- (d) Information Services are made available for the personal use of the Customer and the Customer must not provide such Information Services or any information derived from such Information Services, to any other person;
- (e) information received from the Information Services is for reference only and is not intended for trading or any other purpose; and
- (f) the Customer releases CSL from all liability in connection with any Information Service, including for any failure to provide the Information Service or loss suffered from using the Information Service.

6.5 The Customer must be or become a registered HKJC 'Telebet' account holder if he wish to use the Integrated Mobile Betting Service. Only one Prepaid SIM Card (which is a "CSL Integrated Mobile Betting Prepaid SIM Card" or "CSL HK\$1000 Prepaid SIM Card") can be used with one HKJC 'Telebet' account for each Integrated Mobile Betting Service. Any enquiry or dispute relating to the use of HKJC Telebet account shall be made and settled by the Customer directly with HKJC.

7.SMS

7.1 The Customer is prohibited from sending unsolicited promotional SMS to any other person except in accordance with this clause.

7.2 The Customer agrees that if he intends to send a SMS of a promotional or similar nature to another person then he must obtain the express consent of the recipient to receive the promotional SMS prior to sending the SMS to that recipient. If required by CSL, the Customer must produce the express consent received from the recipient.

7.3 If CSL receives a complaint from a recipient about the Customer sending unsolicited SMS, then CSL may (in any order):

- (a) notify the Customer verbally or in writing of the complaint received;
- (b) require the Customer to respond to the complaint received and the Customer must respond to CSL within three working days of receiving a notification; and/or
- (c) block the Customer from sending SMS or suspend the Customer's Mobile Service until the matter has been resolved.

8.CHARGES

8.1 The Customer agrees that CSL shall be entitled to deduct the MTR/Tunnels/Mobile License/Administration Fee or Mobile Service Licence and Administration Fee (which fee is specified in the User Guide of the Customer's Prepaid SIM Card) from the Prepaid SIM Card. The MTR/Tunnels/Mobile License/Administration Fee or Mobile Service Licence and Administration Fee is charged on a recurring basis and, unless otherwise specified by CSL, no apportionment, waiver,

refund, deduction or set off whatsoever shall be applicable to the MTR/Tunnels/Mobile License/Administration Fee or Mobile Service Licence and Administration Fee.

8.2 The stored-value that remains with the Prepaid SIM Card after recharge shall be deducted according to the following order:

- (a) the MTR/Tunnels/Mobile License/Administration Fee or Mobile Service Licence and Administration Fee; and
- (b) any usage.

In the event the remaining value of the Prepaid SIM Card after recharge equals to the MTR/Tunnels/Mobile License/Administration Fee or Mobile Service Licence and Administration Fee, the validity of the Prepaid SIM Card will be extended in accordance with clause 3.1(b) but further recharge will be necessary before putting the Prepaid SIM Card in use. If the remaining value of the Prepaid SIM Card after recharge is less than the MTR/Tunnels/Mobile License/Administration Fee or Mobile Service Licence and Administration Fee, the MTR/Tunnels/Mobile License/Administration Fee or Mobile Service Licence and Administration Fee will not be deducted and the validity of the Prepaid SIM Card will not be extended until and unless further recharge(s) is made prior to the expiry of the Prepaid SIM Card.

8.3 The Customer agrees CSL will deduct the Charges relating to a Mobile Service from his Prepaid SIM Card when the Charge is incurred. Charge rates are available from the Hotline, Prepaid SIM Card authorised distribution channels, or at CSL's website www.hkcs.com. CSL may vary or adjust the rate of the Charges, or add new Charges as it sees fit.

8.4 Calls made using the Prepaid SIM Card will be Charged in the following way:

- (a) local calls will be Charged and calculated on a per minute basis;
- (b) IDD calls (if applicable) will be Charged on a one-minute increment basis for both the IDD usage airtime and the local usage airtime, the rate of the IDD call Charge and the local airtime rate are subject to change from time to time and may include a peak and off-peak rate and the IDD call Charge will be rounded to the nearest 10 cents mark (for the avoidance of doubt any amounts 5 cents or above will be rounded up to the nearest 10 cents mark);
- (c) VAS will be Charged in accordance with CSL's prevailing rate from time to time;
- (d) for Prepaid SIM Cards which are equipped with the roaming function, when the Customer uses the Prepaid Roaming Service, the Charge unit will be on a 60-second increment basis (even if the Customer uses the Prepaid Roaming Service for less than 60 seconds). Charges will be deducted from the Customer's Prepaid SIM Card when the Customer answers the call made by the system to place the call, irrespective of whether the person being called is successfully connected or not;
- (e) the 'All Calls Forwarding' service (a service which allows the Customer's calls to be forwarded to another telephone number) will be Charged at CSL's prevailing rates and the Customer will be liable for all Charges incurred as a result of activating this service;

(f) if the Customer sends the same SMS to more than one party at the same time, the Customer will be Charged for sending the SMS to each recipient; and

(g) in addition to any other relevant Charges, if the Customer accesses a VAS or the ‘*300 information service’, the Customer will be Charged airtime for the amount of time spent using the service.

8.5 Enquiries or disputes concerning any Charge or expiry date of a Prepaid SIM Card must be made to CSL within one month of the date the Charge was incurred or Recharge was made. If any Charge or expiry date is not queried within a month of the date the Charge was incurred or Recharge was made, then the Charge or expiry date as determined by CSL is deemed correct and accepted by the Customer.

8.6 In the event of any dispute between CSL and the Customer relating to any Charges deducted by CSL or any other matter, the books and records of CSL are conclusive evidence of all such Charges incurred by the Customer or any other transaction or matter raised by the Customer.

8.7 Unless loss of a Prepaid SIM Card is reported to police in accordance with clause 4.3, the Customer will be liable for all Charges for the Mobile Services provided to the Customer, whether or not used by the Customer, or another person with or without the Customer’s knowledge or consent and irrespective of whether the transmission of the call, SMS or other Mobile Service was successful.

8.8 The Customer acknowledges that any amounts prepaid in connection with his Prepaid SIM Card or Recharge service are at his risk and in the event that CSL goes into liquidation, any prepayment may not be reimbursed to the Customer.

8.9 The Customer's rights to obtain a reimbursement of any amounts paid in advance will be subject to the Applicable Laws and regulations governing the liquidation of companies in the Hong Kong.

9. TERMINATION AND SUSPENSION

9.1 CSL may terminate this Agreement immediately or temporarily suspend provision of a Mobile Service at any time if:

- (a) the Customer breaches, or CSL reasonably believes the Customer is likely to breach, any of the terms and conditions of this Agreement;
- (b) the Customer or any other person uses the Mobile Equipment or Mobile Service in contravention of clause 3.17 or for any illegal or improper purpose;
- (c) the Customer has successfully Ported his mobile number to an Operator;
- (d) any of the telecommunications or other licences held by CSL are terminated, revoked, expired or not renewed;
- (e) CSL reasonably believes it is necessary to suspend provision of a Mobile Service to:

- (i) comply with an order, instruction, determination or direction of a government or regulatory authority;
 - (ii) carry out emergency or scheduled maintenance, repair or upgrading of a Mobile Service, any equipment, facility or any part of CSL's network;
 - (iii) reduce or prevent fraud or interference with a Mobile Service; or
 - (iv) resolve a complaint as described in clause 7.3; or
- (f) CSL ceases to provide any of the Mobile Services.

9.2 The exercise of CSL's right to suspend the provision of or terminate a Mobile Service under this clause 9 does not affect any of CSL's existing rights, or claims or other remedies available to CSL and suspension of a Mobile Service does not constitute a waiver of CSL's right to later terminate this Agreement.

9.3 In the event that this Agreement expires in accordance with clause 3.1, CSL may within 30 days of the expiration date and following the Customer's request, but subject to CSL's sole discretion and payment by the Customer of all outstanding and new Charges, agree to provide a Mobile Service to the Customer and the previous Mobile Number held by the Customer (if available) on such new terms and conditions as agreed by the parties. The Customer must pay the replacement fee for the replacement Prepaid SIM Card.

10. LIMITATION OF LIABILITY AND INDEMNITY

10.1 To the extent permitted by law, CSL excludes all liability or responsibility for any cost, claim, damage or loss to the Customer or to any person whether direct or indirect of any kind including revenue, loss or profits or any consequential loss in contract, tort, under any statute or otherwise (including negligence) arising out of or in any way related to this Agreement (including any loss to the Customer arising from the suspension of a Mobile Service).

10.2 The liability of CSL to the Customer under or in connection with this Agreement which is not excluded by clause 10.1, whether based on contract, tort (including negligence), statute, breach of warranty or any other legal or equitable ground is limited to the sum of the value of the Prepaid SIM Card and Recharge paid by the Customer:

- (a) in the 12 month period prior to the accrual of such liability; or
- (b) for the period that this Agreement has been in force prior to the accrual of such liability, if the period is less than 12 months.

10.3 CSL will not be liable to the Customer or any other person for any loss or damage resulting from a delay or failure to perform this Agreement either in whole or in part where such delay or failure is due to causes beyond CSL's reasonable control, or which is not occasioned by its fault or negligence,

including acts or omissions of third parties (including telecommunications network operators, Information Service content providers and equipment suppliers), shortage of components, war, the threat of imminent war, riots or other acts of civil disobedience, insurrection, acts of God, restraints imposed by governments or any other supranational legal authority, industrial or trade disputes, the advent of the year 2000, fires, explosions, storms, floods, lightening, earthquakes and other natural calamities.

10.4 The Customer indemnifies CSL from and against all claims, actions, proceedings or demands in respect of loss or damage of any kind (whether to person or property) incurred by CSL arising out of or in connection with a breach of this Agreement by the Customer or relating to the use or attempted use by any person (including the Customer) of a Mobile Service, a Prepaid SIM Card or a Mobile Equipment connected to a Mobile Service.

11. USE OF PERSONAL DATA

11.1 CSL collects, processes, discloses, retains or uses Personal Data of the Customer in accordance with the HKT Privacy Policy Statement which can be found at <http://www.hkt.com/legal/privacy.html>.

11.2 If CSL requests Personal Data of the Customer, the Customer may refuse to provide the Personal Data. However, CSL may decline to provide the Mobile Service to the Customer.

11.3 Customer will, as soon as possible, tell CSL of any change of address or any other particulars provided to CSL which may affect the provision of Mobile Service to the Customer by CSL.

12. GENERAL

12.1 CSL may at any time vary any of the terms and conditions of this Agreement by giving written or electronic notice to the Customer to that effect. For the avoidance of doubt, notice or other communication may be given by CSL to the Customer in the form of a statement on CSL's website www.hkcsl.com, pamphlet available at a CSL Prepaid SIM Card authorised distribution channel, message on a Mobile Equipment screen, advertisement placed in a Hong Kong daily newspaper or any other method as determined as adequate by CSL. Such notice or communication will be deemed to have been received by the Customer:

- (a) in the case of a notice or communication sent by electronic means, immediately after being transmitted by CSL or posted on CSL's website www.hkcsl.com; and
- (b) in the case of a newspaper advertisement or pamphlet, when the first edition of the newspaper is available for purchase or when the notice is available in the authorised distribution channel.

12.2 The Customer must not assign or otherwise dispose of any of its rights or obligations under this Agreement (including the Mobile number allocated by CSL to the Customer) to any other party without the prior written consent of CSL. CSL may assign any or all of its rights or obligations under

this Agreement to any third party at any time without the Customer's consent.

12.3 This Agreement will be construed in accordance with the laws of Hong Kong and the parties must submit to the exclusive jurisdiction of the courts of Hong Kong in the event of a dispute.

12.4 Neither a failure or delay to, nor a single or partial, exercise of any right, power or remedy under this Agreement, by either party will operate as a waiver. Unless expressly stated, the rights, powers and remedies provided under this Agreement are cumulative and are not exclusive of any rights, powers or remedies by law.

12.5 If any clause or any part of any clause of this Agreement is held by a court to be illegal, invalid or unenforceable, then that clause or part of a clause is severed from this Agreement, however the remainder of this Agreement has full force and effect.

12.6 This Agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter.

12.7 The Customer declares that he is 18 years old or over.

12.8 The Customer warrants that he has not relied on any representations or warranties made by CSL other than those contained in this Agreement.

13. INTERPRETATION

13.1 Unless the contrary intention appears, a reference in this Agreement to:

- (a) a document (including this Agreement) includes any variation or replacement of it;
- (b) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any government agency;
- (c) the singular includes the plural and vice versa;
- (d) Hong Kong dollars, dollars, HK\$, HKD or \$ is a reference to the lawful currency of Hong Kong;
- (e) the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (f) words which are gender neutral or gender specific include each gender;
- (g) a third person or a third party is a reference to a person who is not a party to this Agreement; and
- (h) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning.

13.2 Headings are for convenience only and do not affect the interpretation of this Agreement.

csl mobile General Terms and Conditions

The Service provided by csl mobile is subject to these General Terms and Conditions, the Special Conditions, the Service Literature and any other terms and conditions in the Application (if any). Capitalized terms in these General Terms and Conditions have the meanings given to them in Clause 13.

1. Application

1.1 csl mobile is entitled, in its discretion, to reject the Application for the Service if:

- (a) the Customer fails to submit proof of identity and address;
- (b) the Customer fails to satisfy the requisite creditability check;
- (c) the porting-out of the mobile number of the Customer from another mobile operator to csl mobile is unsuccessful (if applicable); or
- (d) the Customer fails to pay the stipulated price for the Mobile Device, Charges and/or deposit in full.

1.2 In some special occasions, a temporary Service may be provided by csl Mobile to the Customer pending csl mobile's acceptance of the Application. The provision of such temporary Service by csl mobile is subject to such terms and conditions as specified by csl mobile.

1.3 Notwithstanding clause 1.2, any temporary Service provided to the Customer shall not constitute an acceptance of the Application and csl mobile shall be entitled, in its discretion, to discontinue such temporary Service at any time.

1.4 Subject to payment of stipulated charges, the Customer shall be given a Customer Identity Module Card ("SIM Card") of csl mobile. The title and the intellectual property rights of the SIM Card shall at all times vest in csl mobile. The Customer shall refrain from doing anything to interfere with the title and the intellectual property rights of the SIM Card. Upon termination, suspension or cancellation of the Customer's subscription to the Service, the Customer shall return the SIM Card to csl mobile free from any defacement, damage or defect; failing which the Customer shall pay the replacement cost of such SIM Card as determined by csl mobile.

1.5 csl mobile, Hong Kong Telecommunications (HKT) Limited, csl Media Limited and other csl group companies may jointly provide services (including but not limited to, mobile, Netvigator Everywhere and Pocket Wi-Fi services) to the Customer.

1.6 If the Customer cancels the Agreement before the Service activation date, the Customer shall pay

csl mobile the relevant Pre-activation Cancellation Charge.

2. Value Added Services

2.1 In addition to the Mobile Service, the Customer may apply for such VAS made available by csl mobile from time to time. The Application shall be made by the Customer in person, through telephone or fax depending on the application procedure specified for each particular VAS. These Terms and Conditions shall apply to the Customer's use of all VAS unless there are separate terms and conditions applicable for such VAS; in which case the Customer shall abide by such other terms and conditions applicable to that particular VAS. csl mobile shall be entitled at its sole discretion, to reject the Customer's Application for any VAS.

2.2 VAS hereunder refers, without limitation, to data services, multi-media services, optional services to be used in conjunction with the Mobile Service and such new services as may be provided by csl mobile from time to time.

3. Charges and Deposits

3.1 The Customer agrees to pay csl mobile the Charges and deposit. csl mobile may vary or adjust the Charges, the charging mechanism or add new Charges and further deposit as it sees fit.

3.2 The Customer expressly acknowledges that the Customer has been notified of these Charges and understands the charging mechanism of the Services before subscribing for the Services.

3.3 The Customer agrees to pay the amounts specified upon application. Except for any deposit paid by the Customer, all monies paid upon application shall not be refunded by csl mobile if the Customer's Application is rejected for whatever reason.

3.4 The Customer acknowledges and agrees, that the Charges may be adjusted by csl mobile at any time.

3.5 If the Customer fails to make payment of any deposit(s) as required by csl mobile to secure the due performance of the Customer's obligations under the Agreement, csl mobile shall be entitled to suspend, discontinue or terminate the Customer's subscription to any or all of the Services.

3.6 csl mobile shall be entitled, in addition to its other rights and remedies hereunder, to exercise the

right of set-off and to deduct from the deposits paid by the Customer, any outstanding sum due to csl mobile at any time.

3.7 Upon the termination of the Agreement, csl mobile shall refund the balance of the deposits (without interest) paid by the Customer after deducting (a) all outstanding sums for the Services and all other amounts that the Customer owes csl mobile under the Agreement; and (b) all amount the Customer owes any other csl group company under any other contracts between the Customer and such csl group entity.

3.8 The Customer acknowledges that payment of the deposits by the Customer is not risk free and that such deposits may not be returned to the Customer in the event of csl mobile's liquidation. In such event, the return of such deposits shall be governed by the law of insolvency applicable in Hong Kong.

4. Customer's Obligations

4.1 The Customer shall perform the Customer's obligations stipulated under the Agreement in a timely manner.

4.2 The Customer shall not transmit or disseminate any short messages, content and/or materials via any handset or mobile device ("Short Message") which are obscene, immoral, indecent, deceptive, fraudulent, defamatory, discriminatory, privacy-intrusive, intimidating, provocative, unlawful, in breach of confidence, liable to incite racial hatred or an infringement of any intellectual property right. csl mobile shall have the right to edit or delete any Short Message at any time and in such manner as csl mobile thinks fit.

4.3 The Customer shall not send any promotional Short Messages to any party unless with the intended recipient's express prior consent. csl mobile shall have the right to stop the delivery or receipt by the Customer of any promotional Short Messages.

4.4 The Customer acknowledges and agrees that the intellectual property rights in the Services and the Content (being any still picture or other series of moving images, whether animated or otherwise, music video, music, data, information and/or other material that may be accessed through any of the Services) belong to csl mobile, its third party service providers and/or licensors and that nothing that it/he/she does will transfer any intellectual property rights therein to the Customer or license the Customer to exercise any intellectual property rights therein.

4.5 The Services are intended for the Customer's use only. The Customer shall not resell or distribute

the Services in whatever form to any third party.

4.6 The Customer shall abide by all Applicable Law, the Acceptable Use Policies and any operating rules, as amended from time to time, when using the Services.

4.7 The Customer acknowledges that except for Content which is supplied by csl mobile as principal, it is not csl mobile's policy to exercise any editorial control over or to edit or amend any Content or Short Messages before it is transmitted or made available through any of the Services.

5. Billing and Payment

5.1 Different service plans will have different billing arrangements. The Customer shall make full payment of all bills before their stipulated due dates. Failure to do so shall entitle csl mobile to suspend, discontinue or terminate the Customer's subscription to any or all of the Services.

5.2 Except in the event of manifest error on the part of csl mobile or as otherwise expressly provided in the Agreement, all payments made to csl mobile shall not be refunded to the Customer in any event.

5.3 csl mobile reserves the right to issue interim bills (in such appropriate format) to the Customer at such intervals as csl mobile thinks fit.

5.4 Payment made by post, by electronic means or through the Internet shall be at the risk of the Customer. The Customer's obligation to pay shall not be discharged until actual payment has been received by csl mobile.

5.5 Fees payable by the Customer to csl mobile shall be calculated by reference to data recorded or logged by csl mobile and not by reference to any data recorded or logged by the Customer. Records held and logging procedures adopted by csl mobile will be conclusive evidence of the actual usage of the Services by the Customer and the charges payable by the Customer.

5.6 In the event of termination of Services by the Customer, csl mobile reserves the right to charge the Customer in the last bill for service charges for a full month or the entire bill cycle irrespective of the date of termination and without pro-rata adjustment. The Customer shall settle the amount as invoiced in full.

5.7 Any disputes regarding an invoice must be raised within 30 days of the date of the invoice notwithstanding, where relevant, any terms to the contrary in any cardholder agreement with the bank.

5.8 The Customer acknowledges and agrees that no credit or refund is available in respect of any time when any Service is 'down' or suspended.

5.9 If the Customer has not paid any invoice by the due date, csl mobile reserves the right to (a) charge interest on any outstanding amount at an interest rate equal to 2% per annum above the prime lending rate of The Hongkong and Shanghai Banking Corporation Limited as current from time to time until the invoice has been paid in full and to charge a handling fee, collection agency fee, reconnection fee and/or require a security deposit if the Customer's access to any Service is suspended or terminated before payment is made; and (b) at any time without notice to the Customer combine or consolidate all or any of the Customer's accounts so as to set-off, transfer or apply any sum or sums standing to the credit of csl mobile in or towards satisfaction of any of the outstanding sums of the Customer owed to csl mobile whether or not such accounts have been terminated or suspended.

6. Change of Service Plan

6.1 Any change in the Service Plan by the Customer is subject to the prior consent of csl mobile. csl mobile may impose additional conditions for such change of Service Plan.

6.2 The Customer acknowledges and agrees that certain of the Customer's remaining benefits under the Customer's existing Service Plan cannot be carried forward to the new service plan.

6.3 The Customer shall ascertain the details in relation to the change of the Service Plan from csl mobile in advance.

7. Suspension and Termination

7.1 Any suspension of any Service by the Customer is subject to the prior consent of csl mobile. csl mobile may impose additional conditions in relation to such suspension.

7.2 csl mobile may (a) deactivate any of the Services, with or without notice to the Customer, to carry out system maintenance, upgrading, testing and/or repairs; (b) limit or suspend the Customer's access to any of the Services with or without notice to the Customer where csl mobile is of the opinion that such action is appropriate as a result of the Customer's use of any of the Services; (iii) take any steps or omit to take any steps, with or without notice to the Customer, for any reason csl mobile deems relevant to the management or the operation of any of the Services and csl mobile's business, that may expand, reduce, modify, suspend, limit, make inaccessible or adversely affect any of the Services, or

any Content.

7.3 csl mobile shall be entitled to suspend any or all of the Services if it is to csl mobile's financial interest to suspend such Service(s) to particular customer(s).

7.4 csl mobile may, upon discovery of suspected or inchoate, fraudulent, deceptive, unlawful or improper use of the Services by any party, suspend any or all of the Services to prevent such conduct from taking place.

7.5 The Customer may terminate the Customer's subscription to any or all of the Services at any time upon giving 30 days' notice to csl mobile. If the Customer terminates any Services during the Commitment Period (for reasons other than the breach of the Agreement by csl mobile after the Customer has given 30 days' notice of breach to csl mobile and csl mobile has failed to remedy the same), the Customer shall pay csl mobile the relevant Early Termination Charges for the terminated Services.

7.6 csl mobile may terminate the Services and/or the Agreement forthwith in the following circumstances:

- (a) the Customer has failed to pay any amount due to csl mobile under the Agreement 14 days after the due date for payment;
- (b) the Customer has committed any other breach of the Agreement and fails to remedy the breach within 14 days from receiving the relevant notice of breach sent by csl mobile; or
- (c) the Customer has successfully ported out his mobile number to another mobile operator.

If csl mobile terminates the Services and/or the Agreement in accordance with Clause 7.6(a) or (b) within the Commitment Period, the Customer shall pay csl mobile the relevant Early Termination Charges.

7.7 Without limiting the generality of the foregoing, csl mobile may terminate the provision of the Services at any time without cause and without liability to the Customer by giving not less than 30 days' notice to the Customer.

7.8 Termination hereunder shall not affect csl mobile's right of action against the Customer for any antecedent breach or liability incurred prior to the date of termination nor shall it affect the coming into force or the continuance in force of any provision contained herein which is expressly or by implication intended to come into or continue in force on or after such termination. All remaining benefits (whether monetary or non-monetary) under the existing Service Plan at the date of termination shall be forfeited absolutely.

7.9 Prior to the expiration of the existing Commitment Period for the existing Service Plan, csl mobile

is entitled to contact and offer a renewal Service Plan to the Customer (“Renewal Offer”). If the Customer agrees to renew the existing Service Plan in accordance with such renewal Service Plan, the existing Service Plan shall be renewed accordingly.

7.10 If (a) csl mobile is unable to contact the Customer regarding the renewal; or (b) the Customer fails to respond to and/or confirm the Renewal Offer, the existing Service Plan shall, subject to Clauses 7.11 and 7.12 and 12.1, be extended for successive one (1) month's periods (“Monthly Renewal Periods”) on the same terms and conditions until the Customer gives at least 30 days' prior written notice of termination (or such other period as specified by csl mobile in the Application) to csl mobile.

7.11 Unless otherwise specified and/or notified by csl mobile, all the free gifts, free products, free Service (including free VAS), waiver, discount or rebate offered by csl mobile during the existing Commitment Period in relation to the existing Service Plan shall not be offered by csl mobile during the Monthly Renewal Periods.

7.12 Notwithstanding Clauses 7.9 and 7.10, csl mobile is entitled to exclude the application of Clauses 7.9 and 7.10 to certain Services expressly identified by csl mobile in the Application.

8. Warranty

8.1 Save and except for the warranties expressly provided under the Agreement, csl mobile provides no warranty (express or implied) as to the title, fitness for a particular purpose, quality, merchantability and durability of the handset, mobile device and the Services provided to the Customer, any obligation to maintain confidentiality of information (although csl mobile's current practice is to maintain confidentiality) or the results to be obtained from the use of the handset, mobile device, the Content or the Services.

8.2 csl mobile makes no warranty as to the quality and availability of any of the Services, its network and customer service. csl mobile accepts no responsibility and the Customer shall not hold csl mobile liable for any failure, interruption, delay, suspension or error on the part of csl mobile including without limitation, in relation to the Services, the Content, its network, customer service and after-sale service.

8.3 The limited warranty of the handsets or mobile devices shall be provided by the manufacturers directly in accordance with each manufacturer's standing warranty policies. csl mobile assumes no responsibility in providing any repair and maintenance service to the Customer.

8.4 All product liability relating to the handset, mobile device, equipment and accessories

("Equipment") sold, supplied and/or provided by csl mobile shall rest with the respective manufacturers solely in any event. csl mobile makes no warranty as to the safety and suitability of the Equipment. The Customer shall read and get familiar with the user handbook / user manual (or equivalent) released by the respective manufacturers prior to using or operating the Equipment and shall not contravene any instruction, guidance or restriction therein specified. The Customer expressly acknowledges and agrees that csl mobile's role is merely a distributor of the Equipment and that the Customer shall not make any claim against csl mobile or hold csl mobile liable for any product liability either in contract law or tort law.

8.5 csl mobile will use its best commercial endeavours to provide the Services to the Customer without abnormal interruption.

9. Indemnity

9.1 The Customer shall indemnify and hold csl mobile, its employees, representatives, sub-contractors and agents harmless against any Loss (including Consequential Loss) which csl mobile suffers or incurs arising out of, relating to or in connection with the Services and customer service, including but not limited to the Loss resulting, directly or indirectly, from: (a) any act or omission (whether or not negligent) of the Customer or any third party; (b) any Claim by any person relating to the supply of the Services or its use by the Customer or any other person or any delay or failure to provide the Services by csl mobile; (c) a breach by the Customer of the Agreement; (d) any Unauthorized Activity by the Customer or any third party to whom the Services are provided; (e) any Claim by any person or liability of csl mobile under any Applicable Law in relation to the supply of the Services and any content transmitted using the Services (including any Claim for infringement of any intellectual property right including copyright or any right in any trade mark or design); or (f) any Claim arising directly or indirectly out of or relating to the use of the Services to carry material of obscene, indecent or defamatory nature; other than to the extent that it is the result of the wilful breach by csl mobile.

9.2 In the event that the Customer ports in his prepaid mobile number to csl mobile, the Customer warrants that the Customer is the legitimate user of the said prepaid mobile number and agrees to fully indemnify csl mobile against all losses, damages, liabilities, actions, demands, claims, proceedings, costs and expenses sustained by csl mobile as a result of the Customer's breach of this warranty.

10. Limitation of Liability

10.1 To the extent permitted by law, (a) csl mobile shall not be liable for any Consequential Loss; and (b) csl mobile's aggregate liability to the Customer shall in any event not exceed the total fees paid by

the Customer to csl mobile for the immediately preceding 12 months prior to any incident giving rise to such liability.

10.2 csl mobile expressly disclaims all responsibilities and liabilities for or arising from:

- (a) the use of the Services, Content, handset or mobile device by the Customer;
- (b) any damage to or loss of data suffered by the Customer arising from his use of any of the Services, Content, handset or mobile device;
- (c) any claim based in contract, tort, or otherwise for any loss of revenue (whether direct or indirect), loss of profits or any consequential loss whether of an economic nature or not;
- (d) any claim relating to any Services, Content, handset or mobile device supplied, provided, sold or made available by csl mobile (or any failure or delay to so supply, provide, sell or make available);
- (e) any injury, disease, seizure or loss of consciousness suffered by the Customer or any person arising whether directly or indirectly from accessing and using the Services or playing any computer games through the Services; and
- (f) any disruption or suspension of the Services or any part thereof which is attributable to an event or circumstance beyond csl mobile's reasonable control.

10.3 In the event that the provision of the Services is undertaken by csl mobile's contractors, sub-contractors, service providers or agents (collectively referred to as "Independent Service Providers"), csl mobile disclaims for itself and on behalf of the Independent Service Providers all responsibilities or liabilities arising from the acts, default, neglect, omission and mistakes committed by the Independent Service Providers. In consideration of the services (including information and content services) provided by the Independent Service Providers to the Customer, it is expressly acknowledged and agreed by the Customer that csl mobile has the requisite authority to make the disclaimer on behalf of the Independent Service Providers and that this clause 10.3 shall be extended to protect the Independent Service Providers and shall be relied upon by the Independent Service Providers as if they were parties to the contract with the Customer.

10.4 Without limitation to any other provision in the Agreement, csl mobile expressly disclaims and excludes any liability whatsoever arising directly or indirectly from csl mobile exercising any of its rights under the Agreement.

10.5 Nothing in the Agreement excludes or restricts a party's liability for death or personal injury resulting from the negligence or fraud of that party.

10.6 Notwithstanding any other provision in the Agreement, csl mobile shall not be liable for any failure to fulfill an obligation under the Agreement if such a fulfillment is delayed, prevented, restricted or interfered with for any reason as a result of a Force Majeure Event provided that csl mobile has used its reasonable endeavours to mitigate the effect of the Force Majeure Event and to

carry its obligations in any other way reasonably practicable.

11. Provision of Information

11.1 If csl mobile requests personal data from the Customer that constitutes Personal Data (meaning Personal Data as defined in the Personal Data (Privacy) Ordinance, account information including data set out in the Sales Agreement and any other customer information obtained from the Customer or from another source), the Customer may decline to provide the Personal Data but in that event csl mobile may decline to provide any of the Services to the Customer.

11.2 The Customer agrees that csl mobile may use the Personal Data for any and all of the following purposes, or any purpose directly related to them: (a) the provision of the Services to the Customer (including the transfer of such Personal Data to other telecommunications network providers or third parties as necessary for the provision of any of the Services and/or the transfer of such Personal Data to Affiliates (meaning any other entity which directly or indirectly controls csl mobile, is controlled by csl mobile, or is under common control with csl mobile) as necessary for the provision of Services by csl mobile); (b) matching (as defined in the Personal Data (Privacy) Ordinance) the Personal Data with other data collected for other purposes and from other sources including third parties in relation to the provision of the Services; (c) marketing of goods and/or services by csl mobile in relation to the Services and/or the goods and services of such agents, Affiliates and/or subsidiaries; (d) business planning and improving of goods and/or services in relation to the provision of the Services and/or other goods and services of csl mobile and/or its Affiliates; (e) processing of any benefits arising out of or in connection with any of the Services and/or other goods and services of csl mobile and/or its Affiliates; (f) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of any of the Services and/or other goods and services of csl mobile and/or its Affiliates; (g) processing of any payment instructions, direct debit facilities and/or credit facilities in relation to the provision of the Services and/or other goods and services of csl mobile and/or its Affiliates or requested by the Customer; (h) enabling the daily operation of the Customer's accounts with csl mobile and/or its Affiliates and/or the collection of amounts outstanding from the Customer (which may include disclosing the Customer's Personal Data to debt collection agencies) in relation to any of the Services, Content and/or other goods and services provided by csl mobile and/or its Affiliates; (i) enabling csl mobile to comply with its obligations to interconnect or other industry practices; (j) keeping the Customer informed of the Services and/or other goods and services of csl mobile and/or its Affiliates; (k) prevention or detection of crime; (l) disclosure as required or permitted by law; and (m) any other purposes as may be agreed to by the parties. The Customer agrees that the Personal Data may be disclosed and transferred in Hong Kong or to/in places outside Hong Kong to csl mobile's Affiliates, agents, contractors, other telecommunications operators or any other third parties

(including collection agencies, credit reference agencies, security agencies, credit providers or other financial institutions and any of csl mobile's actual or proposed assignees or transferees of csl mobile's rights with respect to the Customer) for such person to use, disclose, hold, process, retain or transfer such Personal Data for the purposes listed in this Clause 11.2, or any other purposes incidental thereto.

11.3 The Customer shall, as soon as practicable, notify csl mobile of any changes of address or any other particulars provided to csl mobile which may affect the provision of any of the Services to the Customer. On csl mobile's request, the Customer shall provide csl mobile with information relating to the Customer and the Customer's use of the Services reasonably required by csl mobile:

- (a) to assist csl mobile in complying with csl mobile's obligations under any applicable law;
- (b) to report to any government agency regarding compliance with those obligations; and
- (c) to assess whether or not the Customer has complied, is complying and will be able to continue to comply with all of his obligations under the Agreement.

12. General

12.1 csl mobile is entitled to unilaterally vary, amend, delete or add to any or all the Agreement (including these General Terms and Conditions) by posting the details of such amendments on www.hkcsll.com; such amendments to take effect immediately upon such posting.

12.2 Unless otherwise required by the Special Conditions, these General Terms and Conditions shall supersede all representations, promises and previous agreements, whether oral or written made by csl mobile's staff or agents in relation to the Services and embodies the entire agreement between the parties in relation to the Services. The parties do not rely on any representations or warranties in relation to the Services except as expressly provided in the Agreement.

12.3 The Customer shall not assign, novate, convey, license, transfer or otherwise dispose of any or all of the Customer's rights, duties and/or obligations under the Agreement.

12.4 csl mobile is entitled to at any time (with or without notice) assign, novate, sub-contract, transfer or otherwise dispose of any or all of its rights, duties, and/or obligations under the Agreement without the consent of the Customer.

12.5 If there is any inconsistency between these General Terms and Conditions, the Special Conditions, the Application and the Service Literature, the inconsistency will be resolved in the following descending order of preference:

- (a) the Special Conditions;
- (b) these General Terms and Conditions;
- (c) the Application; and
- (d) the Service Literature.

12.6 If the Customer includes any requirements, information and/or any terms and conditions in the Application other than those as expressly provided for by csl mobile in the Application, it will not form part of the Agreement.

12.7 These General Terms and Conditions, the Special Conditions, the Application and Service Literature and the description of the Services may be translated by csl mobile into Chinese. The English version of these General Terms and Conditions, the Special Conditions, the Application and Service Literature and the description of the Services shall prevail over any Chinese versions for all purposes.

12.8 The rights, powers and remedies of a party under the Agreement are cumulative and are not exclusive of any other right, power and remedy available to the party at law, or in equity.

12.9 Any failure, delay, relaxation or indulgence by a party in exercising any power, right or remedy conferred on that party by the Agreement does not operate as a waiver of that power, right or remedy unless expressed in writing to be a waiver.

12.10 Each of the provisions of the Agreement is severable and distinct from the others, and if one or more of such provisions is or becomes invalid, illegal or unenforceable, such invalid, illegal or unenforceable provisions shall be deleted from the Agreement and no longer incorporated herein, but, the other provisions shall continue to be effective and binding on the parties.

12.11 Time shall be of the essence in all respects for the Customer to perform its duties and obligations under the Agreement.

12.12 The Agreement is governed by and construed in accordance with the laws of Hong Kong. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Hong Kong.

13. Definitions and Interpretation

13.1 In the Agreement the following words have the meanings given to them in this clause unless the context otherwise requires:

"Affiliate" means, in relation to an entity, any other entity which directly or indirectly controls, is controlled by, or is under common control with, such entity.

"Agreement" means the agreement between csl mobile and the Customer in respect of the Services comprising these General Terms and Conditions, the Application and the description of the Services (including the Service Plan), the Charges and where applicable, Special Conditions and Service Literature as may be amended by csl mobile from time to time.

"Acceptable Use Policies" means the Acceptable Use Policies of csl mobile which can be found at <http://www.hkcs1.com/en/Footer-General-Terms-Conditions-Acceptable-Use-Policies/>.

"Applicable Law" means (a) any law, rule or regulation of Hong Kong applicable to the Service, the Customer's use of the Service; (b) obligations under any telecommunications licence held by csl mobile, the Customer or any person to whom the Customer provides Customer Services; (c) any lawful determination, decision or direction of a Government Agency in Hong Kong applicable to the Service or the Customer's use of the Service; and (d) any applicable international convention or agreement.

"Application" means, in relation to the Service, a written application and, where expressly allowed by csl mobile, a non-written application made by the Customer to csl mobile requesting provision of the Services to the Customer.

"Charges" means the charges relating to the provision of the Mobile Equipment and/or Service by csl mobile to the Customer as published, issued or specified by csl mobile from time to time (including but not limited to the Monthly Fee, MTR/Tunnels/Mobile Service License Fee, Early Termination Charge, surcharges, and any charges or fees charged by csl mobile relating to connection, reconnection, flag fall, voice airtime, data usage, mobile data, roaming, registration, infrastructure, network, co-handling, content, cancellation of Services and any other charge or fee (including amounts billed by csl mobile for and on behalf of a third party) as may be specified by csl mobile from time to time).

"Claim" means any claim or cause of action in respect of the Agreement, including but not limited to, in contract (including a breach of warranty), in tort (including misrepresentation or negligence) or under statute.

"Commitment Period" means, in relation to each Service Plan or the Services, the commitment period or fixed term as specified by csl mobile in the Application; or if no such period is specified, the period of three (3) months, commencing from the Service Commencement Date.

"Consequential Loss" means, in relation to a party, any consequential, indirect, special, punitive, economic, incidental or collateral Loss (including, the loss of profits, goodwill, bargain or opportunities; or the loss or corruption of data; or the loss of anticipated savings or business, whether caused by negligence or otherwise and whether arising out of or relating to or in connection with the Agreement, the Service, or any failure to supply or delay in supplying the Service).

"Customer" means any person, including any individual, Government Agency, organization, corporation or unincorporated body which has applied to csl mobile for the Services by way of an Application.

"Early Termination Charge" means the charge as specified in the Application and payable by the Customer upon the early termination of any Service Plan or Services during the Commitment Period (if any) by the Customer.

"Force Majeure Event" means anything outside the reasonable control of csl mobile including but not limited to industrial disputes of any kind, war declared or undeclared, blockade, disturbance, a natural disaster such as lightning, earthquake, storm, flood, explosion or meteor, law or any power lawfully exercised by a Government Agency, any change in Applicable Law, inability or delay in granting governmental or other approvals, consents, permits, licenses or authorities, or telecommunications network outage or degradation which csl mobile cannot reasonably control.

"Government Agency" means any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world and includes the Telecommunications Authority.

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.

"Licence" means a licence issued by a Government Agency to csl mobile from time to time authorising csl mobile to provide the Service.

"Loss" includes loss (including, loss of revenue), damage, cost, expense, fine, Claim, demand, liability and charge.

"MMS" means multimedia messaging service enabling the Customer to send and receive multimedia and entertainment content such as video, picture, text page and ringtone via a compatible mobile device.

"MNP" means mobile number portability enabling a person to port-in or port-out his mobile number to/from a mobile service provider.

"Mobile Service" means the mobile service packaged under a Service Plan and provided by csl mobile to the Customer.

"Monthly Fee" means in relation to a Service Plan, the basic monthly Charge for the packaged Mobile Services. Monthly Fee excludes the Charges in relation to any additional or VAS consumed by the Customer.

"Monthly Renewal Periods" has the same meaning assigned to it in Clause 7.10.

"csl mobile" means CSL Mobile Limited.

"Pre-activation Cancellation Charge" means the pre-activation cancellation charge payable by the Customer to csl mobile as specified in the Application.

"Renewal Offer" has the same meaning assigned to it in Clause 7.9.

"Services" means, the service provided by csl mobile to the Customer under the Agreement (including but not limited to the services provided under the Service Plan, Mobile Service, VAS, after-sale service and any other customer services specified by csl mobile).

"Service Commencement Date" means, in relation to a Service Plan, renewal service plan or a Service, the date which csl mobile makes such Service Plan, renewal service plan or a Service available to the Customer.

"Service Literature" means any service guide, brochure, tariff schedule, customer guide, code of practice, device description, instruction, manual or policy issued by csl mobile or its Affiliate(s) from time to time in connection with the provision of the Services.

"Service Plan" means the service plan including its renewal service plan (whether for a Commitment Period or otherwise) of csl mobile and subscribed by the Customer in accordance with the Agreement.

"Short Message/SMS" means short messages in text form sent and/or received by the Customer via a compatible handset and/or mobile device.

"Special Conditions" means the special conditions specifically applicable to each Service published or issued by csl mobile from time to time (including those additional terms and conditions specified in the Application).

"Telecommunications Authority" means the Telecommunications Authority of Hong Kong.

"Unauthorized Activity" means: (a) any act or omission in relation to the Services that is in breach of any Applicable Law; (b) any activity identified as an unauthorized activity or prohibited in the Special Conditions.

"Value Added Service" or "VAS" means the value added services (including any additional or ad hoc value added services) provided by csl mobile in conjunction with the Mobile Service.

13.2 In the Agreement, unless the context otherwise requires:

- (a) a word importing the singular includes the plural and vice versa;
- (b) a word importing a gender includes any gender;
- (c) a reference to a person includes a natural person, any company, partnership, joint venture, association, corporation, authority or other legal entity;
- (d) a covenant or agreement on the part of two or more persons binds them jointly and severally;
- (e) a reference to a party includes its successors and permitted assigns;
- (f) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing it and a reference to a statute includes all regulations, proclamations, Telecommunications Ordinance and by-laws issued under that statute;
- (g) a reference to a document includes any amendment or supplement to, or replacement or notation of, that document;
- (h) a reference to the words, "includes", "including" or "example" are references without limitation;
- (i) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day; and
- (j) headings are for convenience only and do not affect the interpretation of the Agreement.