

**UNIFIED CARRIER LICENCE
TELECOMMUNICATIONS ORDINANCE (Chapter 106)**

CSL Limited

Effective Date of Tariff: 6 March 2010

**THE MOBILE RADIO TELEPHONE SERVICE AND HANDSET PURCHASE AGREEMENT
TERMS AND CONDITIONS**

1 DEFINITIONS

1.1 The following words have the special meanings as set out below:

"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 these terms and conditions, the Application Form and any other supplemental or similar agreement entered into by CSL and the Customer 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.

"Application Form" means the application form overleaf, attached or above, or any other paper or electronic application mechanism.

"Automatic Roaming Service" means the service supplied by CSL on such additional terms and conditions as specified by CSL from time to time, which allows the Customer to use his Mobile Equipment, Number and SIM Card 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 calls billed to his CSL account.

"Charges" means all charges relating to the provision of the Mobile Equipment and/or Mobile Service by CSL to the Customer including connection, surcharge, flag fall, monthly service, voice airtime, Mobile Data usage, roaming, registration, co-handling, content, cancellation, reconnection, MTR/Tunnels/Mobile Service Licence Fee, thereafter charges and any other charge 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.

"CSL" means CSL Limited.

"Customer" means the person identified as the 'Registered Name' on the Application Form.

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

"Information Service" means a news, information, finance, bill payment, online commerce transaction, game, sport, music, graphic, download, mobile betting or other content service made available by CSL to the Customer from time to time.

"MTR/Tunnels/Mobile Service Licence 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 in connection with the use of the Mobile Services and, where applicable, Mobile Equipment in the manner specified by CSL from time to time.

"Merchant" means a third party who sells goods or services and from whom the Customer considers purchasing, proposes to, or does, purchase goods or services using a Mobile Service.

"Message" means SMS, email, image or data transmission, other messages or communications, in whatever medium or context.

"Minimum Contract Period" means the minimum fixed term for the subscription of a Mobile Service as set out in any document which forms part of this Agreement.

"Mobile Data" means any data or information transmitted to or received from the Network and/or roaming partner network for data services including packet data such as GPRS, EDGE, 3G and HSDPA.

"Mobile Equipment" means a mobile radio telephone handset, 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 and Mobile Data service which the Customer has applied for pursuant to this Agreement or any other service (whether a mobile radio telephone service or not) which are supplied to the Customer from time to time and includes a VAS.

"Network" means CSL's radio telecommunications network.

"Number" means a telephone number allocated by CSL to the Customer for use with a Mobile Service.

"Operator" means a person holding a valid and operational mobile carrier licence, public radiocommunication service licence or mobile virtual network operator licence in Hong Kong, other than CSL.

"Password" means any identification code, password or other security tool for identifying the Customer for the purpose of accessing or using a Mobile Service.

"Personal Data" has the meaning set out in the PDPO.

"PDPO" means the Hong Kong Personal Data (Privacy) Ordinance.

"Porting" means the process which enables the Customer to retain his allocated Number when changing his subscription for mobile services from an Operator to CSL or vice versa.

"Rebate" means a rebate as described in the Application Form or as otherwise agreed by the Customer and CSL from time to time.

"Representative" means any person acting for or on behalf of a party including any director, officer, employee, agent, contractor or professional adviser of that party.

"Service Plan" means the service plan subscribed by the Customer as specified on the Application Form or any subsequent change as agreed by CSL.

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

"SMS" means the service which allows a short message (including a multi-media message service) or an Information Service to be transmitted between persons using the Network or the Network and an Operator's network.

"Subsidy" means a subsidy as described in the Application Form or as otherwise determined by CSL from time to time, representing a genuine pre-estimate of the loss (not a penalty) CSL will suffer as a result of the termination of this Agreement before the expiry of any Minimum Contract Period.

"User" means the person identified as such on the Application Form.

"VAS" means a value added service as offered by CSL from time to time on such additional terms and conditions as may be specified by CSL and includes an Automatic Roaming Service, international direct dial, any other roaming service, an Information Service, a multi-media service, a SMS, video call and different basic system features.

2 MOBILE EQUIPMENT

2.1 The Customer must only use Mobile Equipment which is of a type approved by the Office of the Telecommunications Authority for connection to the Network.

2.2 If the Customer purchases Mobile Equipment from CSL he understands that:

- (a) the manufacturer of the Customer's Mobile Equipment may provide certain warranties in relation to the Mobile Equipment. During any warranty period provided by the manufacturer, CSL is not liable to the Customer for any defect to, or repair of, the Mobile Equipment; and
- (b) CSL will not accept any return of the Mobile Equipment to it and will not exchange the Mobile Equipment for any other Mobile Equipment or provide any refund to the Customer.

2.3 Following the expiry of any warranty period provided by the manufacturer or if no warranties are given by the manufacturer, CSL may, at its sole discretion agree to repair or replace the Customer's Mobile Equipment for such Charges and on such terms as may be set by CSL from time to time.

2.4 If the Customer purchases Mobile Equipment from a third party, he understands and agrees that the Mobile Equipment does not form part of this Agreement and he is responsible for ensuring the Mobile Equipment he uses is compatible and can be used with any Mobile Service being subscribed to.

3 MOBILE SERVICE

3.1 CSL will use its reasonable endeavours to provide the Mobile Service to the Customer but does not guarantee or warrant that any Mobile Service will be provided continuously or on a fault-free basis (whether due to third party service provisioning or otherwise).

3.2 The Customer acknowledges and agrees that the provision of a Mobile Service may require the involvement of a third party and CSL does not guarantee or warrant that any particular product or service feature will be supported by the third party.

3.3 The Customer acknowledges and agrees that:

- (a) CSL does not provide directory entries or directory services for a Mobile Service;
- (b) CSL is under no obligation to provide a Mobile Service to the Customer even though it may have allocated a Number to the Customer;

- (c) CSL may change or withdraw a Mobile Service at any time due to changing technologies, obsolescence, new or different product features, or withdrawal of third party service providers or services;
 - (d) in the event that a Number cannot be Ported from an Operator's network to the Network for whatever reason, CSL may assign a new Number to the Customer for his Mobile Service;
 - (e) CSL may at any time do all such things that are necessary to the service features provided under a Mobile Service, the SIM Card or Mobile Equipment to ensure the quality of a Mobile Service including requiring the Customer to use a Password to access a Mobile Service;
 - (f) Mobile Equipment acquired from CSL and Mobile Services are for the personal and private use by the Customer (where the Customer is a corporation, includes its employees) and the Customer must not use them or allow them to be used, on a shared basis with others or use them (or allow them to be used) for any purpose other than in accordance with the specifications and/or permitted purposes;
 - (g) the Customer does not acquire any rights whatsoever in any Number provided by CSL and CSL may modify, withdraw, charge or reallocate any Number provided to the Customer;
 - (h) if the Customer decides to cease subscribing to a VAS, CSL may, as a result, be required to cease offering any other VAS to the Customer;
 - (i) when the Customer provides information to CSL, the information must be complete, true and up-to-date in all respects;
 - (j) the Customer must abide by the Applicable Laws;
 - (k) the Customer must promptly comply with all notices, instructions or directions given by CSL in respect of the installation, use or operation of a Mobile Service or Mobile Equipment provided by CSL;
 - (l) 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, data areas or servers for which the Customer has not been authorised by CSL;
 - (m) the Customer must not tamper, copy, modify or in some other way seek to alter, or allow any other person to tamper, copy, modify or seek to alter, the Network, Mobile Equipment or a SIM Card;
 - (n) the Customer must ensure that each of its Representatives comply with this Agreement;
 - (o) the Customer must not use the Mobile Service in:
 - (i) any unlawful, fraudulent, improper, unauthorised, harassing, discriminatory, libellous, 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
 - (p) CSL is not responsible for any acts or omissions arising from the Customer's use of a Mobile Service, including those more particularly described in clause 3.3(o).
- 3.4 If the Customer accesses a VAS, in addition to any other relevant Charges, the Customer will be charged airtime for the amount of time spent using the service. If the VAS accessed is the call conference service, the originator of the conference call will be charged airtime for the time spent on the conference call according to the number of lines connected. If the Customer uses Mobile Data, the Customer will be charged data usage for the amount of data used.
- 3.5 The Customer can apply to CSL to obtain details of his voice calls for the previous three months at a fee as prescribed by CSL from time to time.
- 3.6 The Customer agrees that a fair usage policy applies to those Mobile Services which are granted to the Customer on a free of charge basis or without usage limitations and the Customer must use the Mobile Service in a fair manner. CSL will consider use of the Mobile Service as unfair if the Customer or a third party uses the Mobile Service in any way which:
- (a) is designed to exploit, or results in the exploitation of, a fair usage limit of the relevant Mobile Service (as determined by CSL from time to time); or
 - (b) causes or results in loss to CSL, problems to the Network or affects the storage capacity of other CSL customers.

In such an event, CSL may reduce the Customer's usage to a level as determined by CSL and/or charge the Customer in accordance with the prevailing thereafter rate of the relevant Mobile Service or suspend or terminate the relevant Mobile Service immediately.

- 4.1 CSL will issue to the Customer a SIM Card for use with his Mobile Equipment to enable access to Mobile Services.
- 4.2 The SIM Card remains at all times the property of CSL and must be returned by the Customer to CSL on demand or upon termination of this Agreement.
- 4.3 CSL may in its sole discretion replace free of charge for the Customer any SIM Card damaged due to normal wear and tear. CSL will charge the Customer a replacement or repair fee for a SIM Card:
 - (a) damaged due to misuse, negligence or wilful damage on the part of the Customer; or
 - (b) lost by, or stolen from, the Customer.
- 4.4 The Customer must report any loss of his Mobile Equipment and/or 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.
- 4.5 The Customer will be liable for all Charges connected with the lost or stolen Mobile Equipment and/or SIM Card until CSL disconnects all Mobile Services to the lost or stolen Mobile Equipment and/or SIM Card, following the Customer's report of the loss or theft in accordance with clause 4.4, but the Customer is still required to pay all monthly Charges.
- 4.6 If the lost Mobile Equipment and/or SIM Card are found, CSL may, following a request by the Customer, reconnect all Mobile Services to the recovered Mobile Equipment or SIM Card following payment by the Customer of all outstanding or new Charges including any reconnection fee and, at CSL's sole discretion, a pre-service inspection of the Mobile Equipment and/or SIM Card by CSL or its Representative.
- 4.7 CSL may refuse the Customer's request for reconnection of the Mobile Service and/or SIM Card under clause 4.6 if, in CSL's opinion, the IMEI number of the recovered Mobile Equipment or the pre-programmed data of the SIM Card has been copied, tampered or modified.

5 MOBILE ROAMING SERVICE

- 5.1 The Automatic Roaming Service is available where CSL has a roaming arrangement with a telecommunications carrier in the relevant country or place.
- 5.2 For those countries where an Automatic Roaming Service is unavailable, if CSL offers an alternative roaming service for a particular country, the Customer may apply for such an alternative roaming service on such additional terms as CSL may specify from time to time.
- 5.3 CSL does not warrant the suitability or quality of any roaming service used by the Customer.
- 5.4 The Customer acknowledges and agrees that not all Mobile Services may be available while roaming overseas.

6 INFORMATION SERVICES AND OTHER VAS

- 6.1 CSL may make an Information Service available to the Customer, provided the Customer:
 - (a) uses Mobile Equipment which is capable of receiving the Information Service;
 - (b) satisfies the eligibility requirements for the Information Service (if any) specified by CSL from time to time; and
 - (c) follows the instructions given by CSL when it provides any Password to the Customer.
- 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 The Customer acknowledges and agrees that:
 - (a) the Customer may be able to upload and send the Customer's own content or information via or using a VAS and by doing so the Customer grants to CSL a royalty free, perpetual, irrevocable, transferable and world-wide licence to store, transmit, sub-licence or otherwise deal with any content or information the Customer uploads;
 - (b) CSL makes no warranty of any kind in relation to the Information Services or any third party content or information provided to it;
 - (c) CSL is not responsible for the accuracy, completeness, usefulness or timeliness of an Information Service;
 - (d) any views expressed as part of an Information Service are not necessarily those of CSL;
 - (e) 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;
 - (f) information received from the Information Services is for reference only and is not intended, and must not be used, for trading or any other purpose;
 - (g) the Customer may change a Password, but any request for change will only be effected if accepted by CSL;

- (h) the Customer will take all care and diligence in keeping any Password secret and will not disclose any Password to any other person;
 - (i) the Customer is fully responsible for any disclosure of a Password to any other person and must bear the risks of a Password being used by unauthorised persons or for unauthorised purposes; and
 - (j) the Customer releases CSL from all liability in connection with any Information Service, including any failure to provide the Information Service or loss suffered from using the Information Service.
- 6.5 The Customer expressly agrees that CSL in providing the Customer with access to an Information Service is not responsible for any acts or omissions of any third party including the Merchant or of the credit provider to whom the Customer's payment details may be submitted for approval including, refusal by any such credit provider to authorise a transaction or refund and the Customer expressly waives any rights the Customer may have against CSL in this regard.
- 6.6 CSL is not party to and is not otherwise involved in any manner in:
 - (a) any verification or authentication of any payment details provided by the Customer to CSL when the Customer accesses an Information Service;
 - (b) the provision of any credit to, or any payment collection function to or from, the Customer or any other person;
 - (c) any arrangement for payment of any bill, or the settlement of any account between the Customer and any third party;
 - (d) any transaction between the Customer and a Merchant;
 - (e) any underlying transaction between a Merchant and that Merchant's preferred credit provider or banker (if any);
 - (f) any dispute between the Customer, a Merchant or a Merchant's preferred credit provider or banker (if any); and
 - (g) any dispute between a Merchant and any person to or from whom data is transferred pursuant to this Agreement.

7 MESSAGE

- 7.1 The Customer is prohibited from sending unsolicited promotional Message to any other person except in accordance with this clause and any Applicable Law.
- 7.2 The Customer agrees that if he intends to send a Message of a promotional or similar nature to another person then he must obtain the express written consent of the recipient to receive the promotional Message prior to sending the Message to that recipient. If required by CSL, the Customer must produce the express written consent received from the recipient.
- 7.3 If CSL receives a complaint from a recipient about the Customer sending unsolicited Message, 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
 - (c) block the Customer from sending Message or suspend the Customer's Mobile Services until the matter has been resolved.

8 USER

- 8.1 Unless otherwise agreed in the Application Form, by inserting a name other than the Customer's in the User section of the Application Form, the Customer authorises the User to:
 - (a) use the Mobile Service;
 - (b) make changes to the Mobile Service including, changing any Service Plan, VAS package, billing address and/or payment method, as long as the changes do not derogate any right or benefit of the Customer under the Agreement;
 - (c) report the loss of Mobile Equipment; or
 - (d) request a copy of the invoice or call details.
- 8.2 The Customer may by giving to CSL one month's prior notice in writing remove any person named as the User in the Application Form.
- 8.3 The Customer agrees that he shall be liable for all Charges incurred as a result of use of any Mobile Service or any changes made by the User.
- 8.4 Any act default neglect negligence or omission of the User shall be deemed to be the act default neglect negligence or omission of the Customer.

9 PAYMENT

- 9.1 The Customer agrees to pay CSL the Charges. CSL may vary or adjust the rate of the Charges, or add new Charges as it sees fit.
- 9.2 Unless otherwise provided in another part of this Agreement, the calculation of the Charges payable by the Customer will commence from the date the Mobile Service is made available to the Customer by CSL. Some Charges, such as the price of the Mobile Equipment and costs associated with the SIM Card are payable by the Customer on execution of this Agreement. Payment of usage and other Charges are payable either in advance or in arrears. Unless otherwise stated in the Application Form, Charges payable on a monthly basis, such as Charges for VAS subscription, shall be charged on a full-month basis even if the usage is less than a complete month.
- 9.3 Payment for Charges are due on the date specified in the invoice issued through any medium by CSL. CSL may issue interim invoices or more than one invoice per month to the Customer and there is no time limit on when CSL may invoice the Customer for Charges. All payments must be settled in Hong Kong dollars and by a method as described in the invoice. CSL may direct the Customer to pay an entity other than CSL when settling an invoice.
- 9.4 Payments are at the risk of the Customer. The Customer's obligation to pay will not be discharged until the payment is received by CSL or its nominee and honoured.
- 9.5 Enquiries or disputes concerning any invoice must be made to CSL on or before the due date stated in the invoice, however nothing in this clause relieves the Customer from paying the invoice on or before the payment due date. If any Charge is not queried before the due date, then the invoice is deemed correct and accepted by the Customer. The Customer is not entitled to dispute a Charge because of a delay between the acquisition of a Mobile Service and the invoicing of the Customer for the Mobile Service.
- 9.6 In the event of any dispute between CSL and the Customer relating to any Charges billed by CSL raised in accordance with clause 9.5, the books and records of CSL are conclusive evidence of all such Charges incurred by the Customer.
- 9.7 Time is of the essence in this Agreement in respect of the obligation of the Customer to pay money. If the Customer fails to pay the Charges by the due date, CSL will be entitled to charge interest at the rate of 2% per month on the outstanding Charges until payment of the Charges is made in full.
- 9.8 Where the Customer has more than one account with CSL:
- (a) CSL may transfer any credit balance under any of the accounts to settle the outstanding Charges under any other account or vice versa; and/or
 - (b) CSL may transfer any outstanding Charges under one account to any other account; and/or
 - (c) CSL may issue a consolidated invoice or separate invoices for the various accounts of the Customer.
- 9.9 The Customer will be liable for all Charges for the Mobile Services provided to the Customer, whether or not used by the Customer or the User, or another person with or without the Customer's knowledge or consent and irrespective of whether the use or transmission of the Mobile Services was successful.
- 9.10 CSL may apply a credit limit from time to time for Charges incurred by the Customer and may suspend access to the Mobile Services, in whole or in part, if the limit is exceeded.
- 10 DEPOSIT**
- 10.1 The Customer agrees that CSL may, at any time, require the Customer to provide a security deposit to CSL. The amount of any deposit will be solely determined by CSL.
- 10.2 CSL may, without prejudice to any other rights or remedies under this Agreement, deduct from any deposit:
- (a) the amount of any outstanding Charges payable under this or any other agreement; and
 - (b) any amount for any loss or damage incurred or sustained by CSL as a result of a breach by the Customer of any terms or conditions of this Agreement or any other agreement made between the Customer and CSL.
- 10.3 Subject to clause 10.2 and 10.4, a deposit will be refunded to the Customer by CSL without interest after the termination of this Agreement and after the settlement by the Customer of all outstanding Charges payable under this Agreement or any other agreement or any claims brought by CSL in respect of a breach by the Customer of any of the terms or conditions of this Agreement or any other agreement.
- 10.4 The Customer agrees that:
- (a) if he terminates this Agreement in accordance with clause 11.4 (a) and the person identified as the User of the Mobile Service and/or Mobile Equipment or another person becomes the new registered customer, any deposit held by CSL need not be refunded to the Customer and may be used for the benefit of the new registered customer; and
 - (b) he will be responsible for collecting any of the deposit from the new registered customer.

- 10.5 The Customer acknowledges that any deposit paid by him or any Charges paid in advance is at his risk and in the event that CSL goes into liquidation, any deposit or prepayment may not be refunded or reimbursed to the Customer.
- 10.6 The Customer's rights to obtain a refund of any deposit or reimbursement will be subject to the terms and conditions of this Agreement, the Applicable Laws and regulations governing the liquidation of companies in Hong Kong.

11 TERMINATION AND SUSPENSION

- 11.1 CSL may, in its absolute and unfettered discretion, terminate this Agreement immediately or temporarily suspend a Mobile Service at any time if:
- (a) any Charges or sums payable by the Customer under this Agreement remain unpaid after becoming due;
 - (b) the Customer becomes insolvent or bankrupt or appears reasonably likely to become so;
 - (c) the Charges for the use of the Mobile Service exceed the credit limit or the use of the Mobile Services exceeds the usage limit set by CSL from time to time or is inconsistent with any unfair usage policy as may from time to time be determined by CSL;
 - (d) CSL's credit checks reveal the Customer has a poor credit history;
 - (e) the Customer commits a breach, or CSL reasonably believes the Customer is likely to commit a breach, of any of the terms and conditions of this Agreement;
 - (f) the Customer or any other person uses the Mobile Equipment or Mobile Service in contravention of clause 3.3 or for any illegal or improper purpose, or the Customer acts in a way, which in the reasonable opinion of CSL, causes a nuisance or harassment to CSL, any of its Representatives or other customers;
 - (g) any of the information specified by the Customer on the Application Form or provided by the Customer in any other part of this Agreement is found to be false or misleading;
 - (h) the Customer has successfully Ported his Number to an Operator;
 - (i) any of the telecommunications or other licences held by CSL are terminated, revoked, expired or not renewed;
 - (j) CSL reasonably believes it is necessary to suspend a Mobile Service to:
 - (i) comply with an order, instruction, determination, statement, direction or similar pronouncement of a government or regulatory authority;
 - (ii) carry out emergency or scheduled maintenance, repair or upgrading of a Mobile Service, or any equipment, facility or any part of the Network;
 - (iii) render any repair service to Mobile Equipment of the Customer;
 - (iv) reduce or prevent fraud or interference with a Mobile Service; or
 - (v) resolve a complaint as described in clause 7.3;
 - (k) CSL ceases to provide all or part of the Mobile Services;
 - (l) there are technical difficulties or it is not feasible to provide the Mobile Service; or
 - (m) a third party supplier ceases to provide those things which are necessary for CSL to provide the Mobile Service to the Customer.
- 11.2 The exercise of CSL's right to suspend or terminate a Mobile Service under this clause 11 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.
- 11.3 In the event that a Customer receives a Mobile Service from CSL for more than one piece of Mobile Equipment and the Customer fails to pay any Charges by the due date for any Mobile Equipment or a Mobile Service, CSL may immediately suspend any Mobile Service in respect of any or all of the Mobile Equipment.
- 11.4 This Agreement or a VAS may be terminated without cause:
- (a) by the Customer by giving to CSL 30 days' prior written notice or payment in lieu of notice to that effect provided, where the Minimum Contract Period is stipulated, the expiry date of the Minimum Contract Period for the relevant Mobile Services has occurred. If the Customer notifies CSL in accordance with this clause 11.4(a), he must immediately pay CSL all amounts payable up to the date of termination; or
 - (b) by CSL by giving to the Customer 30 days' prior written notice.
- 11.5 If:
- (a) the Customer terminates this Agreement before the expiry of any Minimum Contract Period; or
 - (b) CSL terminates this Agreement under clause 11.1,
- the remaining balance of any Rebate will be absolutely forfeited to CSL. In addition, if demanded by CSL, the Customer must pay all Subsidies to CSL immediately.

- 11.6 Notwithstanding any provision of this Agreement, if the Customer is receiving benefits under any promotion whether relating to Mobile Equipment or a Mobile Service, or is receiving a Rebate under any existing arrangement between the Customer and CSL whether under this Agreement or otherwise ("Existing Benefit"), the Minimum Contract Period associated with any new Mobile Service or Mobile Equipment shall commence immediately upon the expiry of the Existing Benefit. For the avoidance of doubt, any acquisition by the Customer of a Mobile Service or Mobile Equipment is effective immediately upon agreement by the Customer of the offer made by CSL irrespective of the time when the Mobile Service or Mobile Equipment will be provided. If the Customer terminates any Mobile Service or Mobile Equipment before the Mobile Service or Mobile Equipment is provided to the Customer but the Customer has received benefits associated with the same, CSL has the right to deduct or cancel (at CSL's discretion) the benefits or deduct the value of the benefits (as determined by CSL) from any of the Customer's accounts or seek reimbursement of the benefit from the Customer.

12 RECONNECTION

- 12.1 In the event that this Agreement is terminated by the Customer, CSL may within 90 days of the termination and following the Customer's request, but subject to CSL's sole discretion and payment by the Customer of all outstanding and new Charges and deposits, agree to provide a Mobile Service and previous Number held by the Customer (if available) on such new terms and conditions as agreed by the parties. The Customer must pay a reconnection fee at CSL's prevailing rates and any other necessary Charges as may be prescribed by CSL for such reconnection.

13 SIGNATORY AND VERIFICATION OF DOCUMENTS

- 13.1 CSL will not be bound to verify the authenticity or authority of a signature or mark purportedly of or on behalf of the Customer. Any signatory chop, business chop, personal or business seal, signature or mark appearing on any part of this Agreement will be binding on the Customer and the Customer agrees that CSL is irrevocably authorised to rely on any such signature or mark, or any form, letter or document purportedly signed by or on behalf of the Customer in connection with this Agreement.

14 LIMITATION OF LIABILITY AND INDEMNITY

- 14.1 All express or implied warranties, representations or statements relating to the subject matter of this Agreement which are not contained in this Agreement are excluded by CSL.
- 14.2 CSL excludes all liability or responsibility for any cost, claim, damage or loss to the Customer or to any third party 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 a suspension of a Mobile Service).
- 14.3 The aggregate liability of CSL to the Customer under or in connection with this Agreement which is not, or cannot be, excluded by clause 14.2, whether based on contract, tort (including negligence), statute, breach of warranty or any other legal or equitable ground is limited to:
- (a) the sum of the Charges paid by the Customer in the 12-month period prior to the accrual of such liability;
 - (b) the sum of the Charges paid by the Customer 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; or
 - (c) HK\$1,000,000,
- whichever is the lower.
- 14.4 The Customer acknowledges and agrees that:
- (a) in supplying Mobile Equipment to the Customer, CSL is merely acting as the Mobile Equipment manufacturer's distributor; and
 - (b) the Customer cannot make any claim against CSL or hold CSL liable for any product liability relating to Mobile Equipment either in contract, tort, under any statute or otherwise (including negligence).
- 14.5 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.

- 14.6 The Customer indemnifies CSL and its Representatives 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 or its Representatives 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 or the User) of a Mobile Service or Mobile Equipment connected to a Mobile Service. For the avoidance of doubt, acts or omissions of the User or a third party (including the Customer's Representatives or employees) which would amount to a breach of this Agreement if they had been undertaken by the Customer shall be deemed breaches of this Agreement by the Customer.
- 14.7 Nothing in this Agreement in any way excludes or restricts a party's liability for death or personal injury resulting from the negligence of that party.
- 14.8 The Customer agrees that any claim by the Customer against CSL arising out of this Agreement must be notified in writing to CSL within one year of the incident giving rise to such claim, failing which the Customer will be deemed to have waived all his rights in respect of such claim and cannot make any claim to CSL in respect of the incident.

15 USE OF PERSONAL DATA

- 15.1 CSL or its agents may request from the Customer Personal Data of the Customer and the User. If the Customer declines to provide the Personal Data, CSL may decline to provide any Mobile Services to the Customer.
- 15.2 The Customer agrees that CSL may use the Personal Data for any and all of the following purposes:
- (a) provision of a Mobile Service to the Customer (including transfer of such Personal Data to other telecommunication network operators or third parties as necessary for the provision of Mobile Services whether within or outside Hong Kong);
 - (b) matching (has the same meaning as ascribed to the 'matching procedure' definition in the PDPO) the Personal Data with other data collected for other purposes and from other sources including third parties in relation to the provision of a Mobile Service;
 - (c) marketing of goods and/or services by CSL, its agents, Affiliates or subsidiaries, in relation to a Mobile Service;
 - (d) improvement of goods and/or services in relation to provisioning of a Mobile Service;
 - (e) processing of any benefits arising out of or in connection with a Mobile Service;
 - (f) analysing, verifying and/or checking of the Customer's credit, payment and/or status in relation to provision of a Mobile Service;
 - (g) processing of any payment instructions, direct debit facilities and/or credit facilities in relation to provisioning of a Mobile Service or as requested by the Customer;
 - (h) enabling the daily operation of the Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to a Mobile Service;
 - (i) enabling CSL to comply with its obligations to third parties in relation to a Mobile Service, for interconnection purposes or other industry practices;
 - (j) keeping the Customer and/or the User informed of other services of CSL;
 - (k) prevention, detection or investigation of crime or possible criminal activities;
 - (l) disclosure as required by an Applicable Law; and
 - (m) any other purposes as may be agreed between the parties.
- 15.3 The Customer agrees that the Personal Data may be disclosed and transferred, in Hong Kong or in or to places outside Hong Kong to CSL's Affiliates and Representatives, contractors, telecommunications network operators, and other third parties, including, collection agencies, credit reference agencies, security agencies, credit providers or other financial institutions and any of CSL's actual or proposed assignees or transferees of its rights in respect of the Customer for such person to use, disclose, hold, process, retain or transfer for the purposes listed in clause 15.2.
- 15.4 The Customer shall, as soon as practicable, notify CSL of any change of address or any other particulars provided to CSL which may affect the provision of a Mobile Service to the Customer.
- 15.5 On request by CSL, the Customer shall provide CSL with information relating to the Customer, the User and/or the Customer's or the User's use of a Mobile Service reasonably required by CSL:
- (a) to assist CSL in complying with its obligations under any Applicable Law and to report to any government or regulatory authority regarding compliance with those obligations; and
 - (b) to assess whether or not the Customer has complied, is complying and will be able to continue to comply with all his obligations under this Agreement.
- 15.6 If the Customer does not wish to receive any promotional communications from CSL, the Customer must advise CSL in writing by sending such correspondence to the CSL Privacy Compliance Officer.
- 15.7 The Customer must notify the person named as the User, and, if the Customer is a corporation or other non-natural person, all authorised users, of the use, disclosure and transfer of Personal Data as

aforesaid and possible disclosure of the details (including usage) of the Mobile Services by CSL to the Customer. The Customer must obtain the User's and/or the authorised users' express written consent to such disclosure and transfer. CSL is not responsible for any claims arising out of such disclosure and the Customer shall indemnify CSL and its Representatives from and against all claims, actions, proceedings or demands in respect of loss or damage of any kind arising from any failure by the Customer to obtain such written consent.

16 GENERAL

- 16.1 CSL may at any time vary any of the terms and conditions of this Agreement by giving written or electronic notice (if such variation is unfavourable to the Customer, CSL will give 30 days 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 letter, bill insert or message, email message, statement on a CSL website, pamphlet available at a CSL shop, CSL franchisee or agent retail outlet, message on the screen of Mobile Equipment, 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 posted letter, 24 hours after posting;
 - (b) in the case of a notice or communication sent by electronic means, immediately after being transmitted by CSL or posted on the CSL website; and
 - (c) 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 shop or retail outlet.
- 16.2 The Customer must not assign or otherwise dispose of any of its rights or obligations under this Agreement (including the 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.
- 16.3 This Agreement will be construed in accordance with the laws of Hong Kong and the parties agree to submit to the exclusive jurisdiction of the courts of Hong Kong in the event of a dispute.
- 16.4 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. Subject to the terms of this Agreement, the rights, powers and remedies provided under this Agreement are cumulative and are not exclusive of any rights, powers or remedies by law.
- 16.5 If the whole or any part of a provision of this Agreement is construed by a court of competent jurisdiction to be illegal or invalid it is severed from this Agreement, however the remainder of this Agreement has full force and effect.
- 16.6 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.

17 INTERPRETATION

- 17.1 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 department or agency;
 - (c) words denoting the singular shall include the plural and vice versa, and words denoting any gender shall include all genders;
 - (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) a third party is a person who is not a party to this Agreement;
 - (g) references to paid, paid in full or payment means that the funds paid or included in that payment are available for immediate use by the payee; and
 - (h) a reference to a thing (including a chose-in-action or other right) includes a part of that thing.
- 17.2 Headings are included for convenience only and do not affect the interpretation of this Agreement.