
GENERAL TERMS AND CONDITIONS OF THE CSL PREPAID SIM CARD

1. DEFINITIONS

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

"Administration Fee" means an administration charge and government licence fees recoupable from the Customer for making the Prepaid SIM Card available for use.

"Agreement" means these terms and conditions and any other terms and conditions set out in Recharge Ease Service, 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 by obtaining a Prepaid SIM Card account number from the Hotline and using the account number with his JETCO or ETC card at an automatic teller machine (which provides JET Payment/Bill Payment Services) to add credit to his Prepaid SIM Card.

"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, Mobile number and Prepaid SIM Card (provided it is equipped with the roaming function) to make and receive calls outside Hong Kong and have the cost of the calls deducted from the balance of his existing Prepaid SIM Card credit.

"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 Administration Fee, any fees relating to connection, voice and data airtime, international call charges, call forwarding, roaming, registration, content, replacement and any other charge, rate (including peak and off-peak) or fee as may be specified or changed by CSL from time to time and

"Charged" has a corresponding meaning.

"CSL" means CSL Limited.

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

"GSM" means the 'Global System for Mobile Communications' standard.

"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.

"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. "Mobile" means a mobile radio telephone handset or other wireless device which is:

(a) GSM dual-band (GSM 900/1800) or GSM tri-band (GSM 900/1800/1900); and

(b) equipped to accept insertion of the Prepaid SIM Card,

or such other wireless device as specified by CSL from time to time.

"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 Service" means a CSL digital mobile radio telephone service which can be accessed through using a Prepaid SIM Card and includes a VAS.

"Operator" means an operator of a cellular mobile radiotelephone network 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 to provide the Recharge Ease Service.

"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 obtaining a Prepaid SIM Card account number from the Hotline and using his bank account to add credit to his Prepaid SIM Card by making a payment by phone or by Internet.

"Prepaid SIM Card" means:

(a) the SIM cards known as the "CSL Prepaid SIM Card", "CSL MY SIM Prepaid SIM Card", "CSL Integrated Mobile Betting Prepaid SIM Card", "CSL HK\$1000 Prepaid SIM Card", "CSL How Are You Prepaid SIM Card";

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- (b) "CSL Auto-recharge Prepaid Sim Card";
 - (c) "CSL Prepaid SIM Card 'Hong Kong Special Edition"; and
 - (d) such other 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) Recharge Ease Service;
- (b) Voucher;
- (c) ATM;
- (d) PPS; or
- (e) any other method as specified by CSL from time to time.

"Recharge Ease" means a kind of product designed by CSL involving the deployment of CSL's technical platform which interfaces with the distributor's system and enables purchase of prepaid credits electronically via Recharge Ease platform and top-up nominated Prepaid SIM Cards at the Outlet.

"Recharge Ease Service" means the service provided by CSL and CSL's approved distributors in connection with Recharge Ease and the maximum Recharge amount for each transaction shall not exceed HK\$500.

"SIM" means subscriber identity module.

"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 may be specified by CSL and includes an Information Service and a SMS.

"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 CSL 1010 or One2Free retail outlet, 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 which is:

- (a) of a type approved by the Office of the Telecommunications 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 or any other Customer-supplied or third party equipment or applications connected to the Mobile Services.

2.3 The Customer must not change any charge setting on his Mobile or Prepaid SIM Card and such a change may cause the Mobile 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 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) 180 days after activation of the Prepaid SIM Card or such other period as specified by CSL from time to time; or
- (b) 180 days (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 Mobile 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 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 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
- (c) access and use VAS, provided the Customer uses a Mobile which allows access to VAS.

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);
- (c) make roaming calls (with the exception to this being the Prepaid SIM Card equipped with Roaming Service); or
- (d) 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 Recharge Ease Service or a Voucher; 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 Recharge Ease Service, Voucher, Cardholder Certificate and PIN, in whole or in part, at any time.

3.17 The Customer acknowledges and agrees that:

- (a) the Mobile 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 3.18(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. SUBSCRIBER IDENTITY MODULE CARD

4.1 CSL will issue to the Customer a Prepaid SIM Card for use with his Mobile 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 one of the CSL Customer Service Centres listed in the Prepaid SIM Card user guide 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.

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 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 It is a condition of access to an Information Service that 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 intend 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):

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- (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 Administration Fee from the Prepaid SIM Card: \$2.5 for every 30 days (exclude Prepaid SIM Card "Hong Kong Special Edition" and HK \$1000 Prepaid SIM card). For "CSL Auto-recharge Prepaid SIM Card", a monthly Administration Fee of HK\$5 will be deducted from the Post-paid account with which the "CSL Auto-recharge Prepaid SIM Card" is used whenever the Mobile Service is used. The Administration Fee is charging on a recurring basis and, unless otherwise specified by CSL, no apportionment waiver refund deduction or set off whatsoever shall be applicable to the Administration Fee.

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

- (a) the Administration Fee; and
- (b) any usage.

In the event the remaining value of the Prepaid SIM Card after recharge equals to the 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 Administration Fee, the 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, CSL Prepaid SIM Card authorised distribution channels, or at CSL's website. 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);

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- (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 30-second increment basis (even if the Customer uses the Prepaid Roaming Service for less than 30 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 Mobile 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 a Mobile Service at any time if:

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- (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 or Mobile Service in contravention of clause 3.18 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 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 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 connected to a Mobile Service.

11. USE OF PERSONAL DATA

11.1 The Customer acknowledges and agrees that CSL may use any personal data (as defined in the Personal Data (Privacy) Ordinance) in accordance with its privacy policy, a copy of which is available from CSL's Privacy Compliance Officer.

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 a CSL website, pamphlet available at a CSL Prepaid SIM card authorised distribution channel, message on a Mobile 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 the CSL website; 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.

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 the whole or any part of a provision of this Agreement is construed to be illegal or invalid it 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.

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.