

Terms & Conditions T&C – V131

(Terms & Conditions for Pay by SmarTone Bill (Netflix Subscription))

1) Your Acceptance

This is an agreement between SmarTone Mobile Communications Limited ("SmarTone" or "the Company") and you ("you" or the "Customer"), a user of Pay by SmarTone Bill (Netflix Subscription) ("the Service"). Once you have used the service, and/or BY USING THE SERVICE, you ACKNOWLEDGE AND AGREE TO THESE TERMS AND CONDITIONS. If you do not agree to any of these terms and conditions, you may not use the Service.

2) Pay by SmarTone Bill Service (Netflix Subscription)

- 2.1. The Service is only available to customers who have subscribed to the Company's monthly mobile telephone services (except customers who have subscribed with a business registration or are using SmarTone PayGo).
- 2.2. The Service can be used to settle the payment of Netflix subscription in Netflix website <https://www.netflix.com/hk-en> or Netflix Application. SmarTone will debit the amount instantly from your SmarTone bill. You will need to pay the amount shown on your SmarTone bill.
- 2.3. All new SmarTone monthly bill service accounts are subject to a limit of HK\$300 per month for purchases via the Service during the first 180 days after activation of the mobile telephone service. Thereafter, the limit will be changed to HK\$500 per month. The period of each monthly limit starts from the first day of the calendar month and ends on the last day of the calendar month. If the purchase amount exceeds the monthly limit, payment cannot be settled using the Service. SmarTone may adjust the monthly purchase limit without giving the Customers any advance notice.
- 2.4. Any download or streaming of contents in Netflix Application or website and use of the Service will incur data charge. It will be charged at or deducted from relevant subscribed service plans, and charged at the applicable thereafter fee. Standard roaming data charges will apply while using the Service abroad. If the Customer has applied for a Roaming Data Pack, data will be deducted from the plan. Standard roaming data charges will apply while using the Service abroad. Please visit smartone.com/roamingdatapacken for details.
- 2.5. All contents in the Netflix Application or website are provided by Netflix, and SmarTone is not responsible or liable for the quality, nature, accuracy and usefulness of the contents.
- 2.6. The Service provided by SmarTone only serves as a payment method. Refunds of all subscriptions can only be performed by Netflix, and the Customer will need to contact Netflix directly. All refund requests are required to follow Netflix refund policy.

2.7. The Customer agrees to be bound by Netflix Terms of Service, please visit <https://help.netflix.com/legal/termsofuse> for details.

2.8. SmarTone reserve the right to remove the Service without prior notice.

3) **Intellectual Property rights**

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

4) **Privacy Policy**

4.1. The Company has developed a Privacy Policy that covers how it collects, uses, discloses, transfers and stores customer information. Please visit www.smartone.com for full details of the Company's Privacy Policy.

4.2. The Company will do its best to keep the Customer's privacy safe, but the Customer is advised to protect his/her own personal information carefully.

5) **Applicable Laws**

5.1. You shall comply with the laws of Hong Kong Special Administrative Region for use of the Service.

5.2. You expressly agree the courts of Hong Kong Special Administrative Region shall have the exclusive jurisdiction for any claim or dispute with the Company or relating in any way to the use of the Service.

6) **Limitation of Liability**

6.1. The Company shall under no circumstances be liable whether in contract, tort, statute or otherwise (including without limitation for negligence, breach of contract, defamation) for any special, direct, indirect or consequential loss or damage (including without limitation, loss of revenue, loss of data or goodwill) which is suffered, sustained or incurred by the Customer or any person arising (directly or indirectly) from or out of or relating to the Service.

7) **The Company reserves the right for final decision to the Service and to revise the terms and conditions from time to time.**