

**THE FIRST SCHEDULE OF THE SALES AND SERVICES CONTRACT**  
**Terms and Conditions - Data and Information**

**A. General Terms and Conditions 條款及條件**

(This Part applies to all Subscribers of the Service 本部份適用於所有服務客戶)

**1. Definitions 定義**

“Equipment” means pagers or personal digital assistant devices and other related devices (including accessories thereof) purchased from or provided by the Company or any dealer or distributor authorized by the Company.

「設備」指由公司或其授權之分銷商購買或提供之傳呼機或電子手賬及其他相關流動通訊儀器(包括相關配件)。

“Messages” means all messages sent dispatched or disseminated through the Service by whatever ways including but not limited to paging, e-mail, short messages service (SMS), build-in secretarial service and any other value-added services.

「訊息」指所有經任何方式通過公司服務(包括但不限於傳呼、電郵、短訊、內置秘書服務或其他增值服務等)而傳送、傳輸或發放的訊息。

“Network” means the telecommunications network(s) provided or procured by the Company and/or its network provider(s).

「網絡」指由公司或其網絡供應商提供之電訊網絡。

“Service” means the paging, data broadcasting or other related services provided or procured by the Company or its nominated subsidiaries or affiliated companies.

「服務」指由公司或其指定附屬公司或聯屬公司提供的傳呼、資訊廣播及/或相關服務。

“Service Fee” means the subscription fees payable monthly or otherwise by the Subscriber for the Service under this Agreement at a sum prescribed by the Company from time to time.

「服務費」指客戶根據此協議下使用服務時須繳付的費用(不論按月或其他方式)，而該費用的金額由公司規定及可不時更改。

**2. Application for Service 服務申請**

**2.1** The terms and conditions contained herein and in all subsequent ancillary agreements form the agreement between the Subscriber and the Company for the Service. By using the Service, the Subscriber agrees to these terms and conditions which the Company may change from time to time without further notice. If the Subscriber continues to use the Service, this means the Subscriber accepts the changes made to these terms and conditions. A copy of the latest version will be available on the Company’s website ([www.telecomdigital.cc](http://www.telecomdigital.cc)).

此合約及其他附屬合約的所有條款及細則構成客戶與公司之服務協議。當客戶使用服務，即代表客戶同意該等條款及細則及在公司未能通知客戶的情況下不時作出更改之條款及細則。若客戶繼續使用服務，即代表客戶同意該等條款及細則之更改。該等條款及細則之最新版本上載於公司的網頁([www.telecomdigital.cc](http://www.telecomdigital.cc))內供查閱。

**2.2** At the time of application for the Service, the Subscriber shall supply to the Company the correct and complete information (name, address, telephone number, HKID number, etc.). The Subscriber shall also inform the Company on any changes or attentions thereof as soon as possible. The Subscriber shall be personally liable for any incorrect or false information supplies. All notices and documents of the Company will be sent to each Subscriber by any means deemed suitable by the Company. The Company shall have no liability for whatever reason if such notices or documents are undelivered to the Subscriber so long as such notices and documents are sent as aforesaid. The Subscriber shall be deemed to have received such notices or documents.

客戶申請服務時，應向公司提供正確完整的資料(姓名、地址、電話號碼、香港身份證號碼等)。客戶還應儘快向公司通知該等資料的任何更改或需要注意的地方。客戶個人應對提供的任何不正確或虛假的資料負責。公司發出的所有通知或文件將通過公司認為適當的任何方式向每位客戶發送。只要該等通知或文件已按上述方式發出，即使該等通知或文件未能發送至客戶，不論原因為何，公司概不須承擔任何責任。客戶將被視為已收到該等通知或文件。

### 3. Equipment 設備

The Subscriber acknowledges and confirms that he has examined the Equipment at the time of purchase and found no conspicuous problem or damage with the Equipment. The Subscriber agrees that the Equipment are not refundable after sold. Until the purchase price of the Equipment has been paid in full by the Subscriber to the Company, title in the Equipment shall remain vested in the Company. The Subscriber may not part with, sell, charge or otherwise dispose of the Equipment until title has passed to the Subscriber. Risk in the Equipment shall pass to the Subscriber at the time of delivery.

客戶承認並同意在購買設備時，已驗明設備沒有任何明顯之毛病及損壞，並同意購買設備後不得退款。直至客戶已全數繳付購買設備之款項予本公司，設備之擁有權依然歸本公司所有。設備擁有權未轉移至客戶前，客戶不得出售、抵押或棄置該設備。設備之風險，由本公司將設備交予至客戶時起由客戶承擔。

### 4. Warranties 保養

The Subscriber is entitled to warranty for (i) a period of 1 year in respect of Equipment sold or (ii) such period as long as the Subscriber continues to subscribe for the Service in respect of Equipment under rental package. The Subscriber shall contact the Company for the return, exchange, repair and/or maintenance of the Equipment. Subject to the terms and conditions set out herein, the Company may within the warranty period in its absolute discretion either repair or replace defective part(s) in which the defect(s) arise from faulty materials or workmanship and appear in the normal use of the Equipment during the warranty period. This warranty does not extend to defects in any Equipment that has been dismantled, altered, repaired improperly or tampered with in any way. In particular, and without limitation to any other provisions of this Agreement, the Company shall not be liable under the warranty in respect of any defect appearing in:

如購買設備，客戶可享有一年保養；如租賃設備，客戶可於租賃期內享有保養。如設備需要維修、保養或更換，客戶需聯絡本公司。在保養期內，根據合約內之條款，本公司有絕對決定權選擇維修或更換在正常操作下因機件或手工缺陷所引致的故障。保養範圍不包括擅自改動、改裝或經不當地處理而引致的故障，亦不包括下列所述之損壞：

(a) any external part of the Equipment including, but without limitation, the body cover and the keypad; or

設備外殼，包括但不限於機殼及鍵盤；

(b) the Equipment (or any internal component thereof) if such defect shall in the Company's sole opinion have been caused, directly or indirectly, by undue wear and tear or any willful negligence or wrongful act or omission thereof; or any mishandling or misuse of the Equipment by any person other than the Company or any repair of or any alteration to the Equipment by any person other than the Company or its authorized repair agent.

設備(或內在零件)，而該損毀被本公司判斷為直接或間接因人為損毀、疏忽、被非本公司人員錯誤使用、處理或被其他非本公司授權維修商維修、更改或改裝所引起。

### 5. Repair 維修

The Company will not bear any liability whatsoever for any delay in repair due to any shortage of spare parts. If the Subscriber's Equipment has been repaired or convened by any unauthorized person, the Company will have no liability arising from such repair.

本公司不負責於維修時因缺乏零件以致延誤而導致客戶或任何人仕/商號或機構蒙受任何費用支出、索償、損毀或損失。倘設備曾在沒有本公司認可之合資格人仕維修，或因此引致失效情況，本公司概不承擔責任。

### 6. Payment of Service Fee and Licence Fees 服務費及牌照費

6.1 The Subscriber undertakes to pay Service Fee and other fees payable in connection with the Service punctually. Upon default of payment of Service Fee by the Subscriber, the Company shall be entitled to cancel or suspend the Service immediately without giving prior notice and recover all arrears of Service Fees from the Subscriber.

客戶承諾向本公司準時繳交服務費及其它與服務有關之費用。若客戶欠繳服務費，本公司可無須另行通知立即終止或暫停其服務並追討所有客戶欠繳之服務費。

6.2 All license fees payable to the government of the HKSAR fixed by the Office of Telecommunications Authorities and other relevant licensors from time to time shall be borne by the Subscriber. In the event of default in payment of license fee(s) by the Subscriber, the Company shall immediately be entitled to discontinue rendering its Services to the Subscriber and recover all arrears of license fee(s) from the Subscriber.

所有經電訊管理局或其它有關機構訂定需支付之牌照費由客戶承擔。本公司有權停止提供服務予未能繳交任何牌照費之客戶並向客戶追討欠交之牌照費。

6.3 Unless the Subscriber's subscription for the Service is otherwise expressly specified as a Fixed Term Subscription, the Company reserves the right to adjust the amount of the Service Fee or any other fees payable in connection with the Service at any time by giving 30 days' notice to the Subscriber. If the Subscriber does not agree with the adjustment, the Subscriber is entitled to terminate the Service.

除非客戶選用之服務被特別指定為「固定期服務」，否則本公司保留權利在任何時間以 30 天通知客戶調整服務費金額或其他與服務有關的費用。客戶如不同意該調整，客戶有權終止服務。

6.4 Prepaid Service Fee is not refundable and not transferable. Any rebate of prepayment offered by the Company may only be deducted from the Service Fee and is not refundable, transferable or redeemable in cash. If the Service is terminated for whatever reason, any remaining balance of Service Fee prepayment and/or rebate (if any) will be cancelled without any refund by the Company.

預繳服務費是不可退款及不可轉移的。所有回贈優惠只適用於服務費之抵扣，不可以現金作退還及轉移。如服務因任何原因被終止，餘下之預繳服務費或回贈（如有）將被取消並不獲退還。

6.5 If the Subscriber holds more than one account with the Company, the Company reserves the right to transfer the balance of any one of the Subscriber's accounts to his/her other account(s) for payment of any outstanding Service Fee or other charges incurred thereunder.

凡客戶於公司登記使用超過一個賬戶，公司有權將客戶任何一個賬戶的付款餘額轉移至其另一賬戶，以支付其逾期未繳的費用。

## 7. Provision of Service 提供服務

7.1 The Company may impose a usage limit on the Service (or any part thereof) from time to time and at its absolute discretion. The Company reserves the right to suspend or terminate the Service immediately if the Subscriber's usage exceeds such limit.

公司可不時設訂服務(或其中任何部分)之用額上限。如客戶使用超過該用量限額，公司可即時暫停或終止提供服務予客戶使用。

7.2 The Company may suspend the Service in whole or in part at any time without prior notice if

本公司可於下列情況下不需事先通知而隨時暫停服務：

(a) the Network or the Service fails or requires modification(s) or maintenance, or 網絡或服務中斷或需進行變更及保養；或

(b) the Subscriber's use of the Service (or any part thereof) exceeds the Company's usage limit; 客戶使用服務(或其中任何部分)超過公司設訂之用額上限；或

(c) such suspension is in the reasonable opinion of the Company appropriate as a result of the Subscribers' use of the Service.

鑑於客戶使用服務之情況，經本公司合理認定暫停該客戶之服務為適當之措施。

7.3 The Company will use its best endeavors to keep such suspensions to a minimum. The Subscriber shall remain liable for all charges during the period of suspension unless the Company in its absolute discretion waives such charges.

本公司會盡力將發生暫停服務之情況減至最少。於服務暫停期間，除非本公司酌情豁免，否

則客戶須於此期間繼續繳費。

7.4 The Subscriber acknowledges and agrees that the provision of the Service may require the involvement of a third party and the Company do not guarantee or warrant that any particular product or service feature (including roaming) will be supported by the third party.

客戶確知及同意部份服務的提供可能需要第三者參與，而公司並不保證或擔保任何個別產品或服務功能(包括漫遊服務)得到第三者支援。

## 8. Termination 終止

8.1 The Subscriber agrees that the Company may terminate this Agreement in whole or in part and disconnect the Service immediately without any compensation whatsoever if:

客戶同意在下列任何情況下，本公司可立即終止本合約，及可立即停止服務而無須作出任何賠償：

(a) the Subscriber has failed to pay the Company any sum or sums due from the Subscriber to the Company on the due date; or

客戶於繳費限期到期日尚未繳交應繳費用；或

(b) the Subscriber commits a breach of any of the terms and conditions of this Agreement; or

客戶違反合約上任何條件及條款；或

(c) the Subscriber or any other person with the Subscriber's authority whether express or implied sends fraudulent Messages or uses abusive or indecent language to any customers or employee of the Company through its Service; or uses the Service for any illegal or improper purpose, including without limitation the contravention of any rules, regulations or terms and conditions of any industry code of practice as set out from time to time by the Office of the Telecommunications Authority or any other relevant authorities; or

客戶或獲客戶明示或暗示授權的任何其他人通過公司的服務向公司任何客戶或僱員發送任何欺詐性訊息或使用侮辱性或猥褻性語言；或將服務用於任何非法或不當目的，包括但不限於違反任何規章、法規或電訊管理局或任何其他相關機構不時規定的任何行業行為規則的條款及條件；或

(d) there is any unauthorized modification, alteration, or tampering with the Equipment (or any of the functions and features therein) used by the Subscriber in conjunction with the Service, including the copying of pre-programmed data/information comprised therein; or

未經准許擅自改裝設備(或改變其功能及特徵)，包括複製設備內的預設數據及資料；或

(e) the use of the Equipment (including any of the functions and features therein) and/or the Service by the Subscriber has, in the reasonable opinion of the Company, materially affected the performance of the Company's Network, systems or capacity thereof; or

本公司在合理的情況下，認為客戶在使用設備(包括設備內之任何功能或用途)及/或服務時，會嚴重影響本公司網絡系統的運作；或

(f) the Subscriber becomes insolvent or bankrupt or the Company has reasonable cause to believe that the Subscriber is unable to pay the charges and amount due; or

客戶已無力償付或破產或公司有合理理由認為客戶不能支付到期的費用及款項；或

(g) the Company ceases to make the Network available for any reason other than due to the default of the Subscriber (in which case the Company shall use reasonable endeavor to give three (3) months of advance notice to the Subscriber).

本公司在任何非因客戶過失的原因下停止提供網絡服務（在此情況下，本公司會盡力給與客戶三個月預先通知）。

8.2 In addition to the other rights of the Company to cancel and suspend the Service as provided in this Agreement, the Company shall be entitled to terminate this Agreement at any time upon giving prior written notice to the Subscriber at his/her latest address. Unless the Subscriber's subscription for the Service is otherwise expressly specified as a Fixed Term Subscription, the Subscriber may, subject to the terms and conditions as specified in Section B of this Agreement, terminate this Agreement by giving one month's written notice to the Company.

除其他可取消或暫停提供服務的權利外，本公司可於任何時間根據客戶提供的最後地址，以

書面通知客戶終止合約。除非客戶選用之服務被特別指定為「固定期服務」，否則客戶可在此合約(B)部份條款的前提下，以一個月書面通知本公司終止本合約。

8.3 Upon termination of this Agreement or disconnection of the Service, the Company shall have the right to disconnect, cancel, suspend or disable all functions and/or Service provided in the Equipment, and all licences, rights and privileges (including the account number originally allotted to the Subscriber) granted to the Subscriber under the terms of this Agreement shall cease. The Company shall not owe liability whatsoever to the Subscriber or any person for any cost, expense, loss, damage or compensation arising out of or in connection with such disconnection / cancellation / suspension of the Service or disabling of the Equipment.

在終止此合約或服務後，本公司有權終斷、取消、暫停或停止提供設備的所有功能及/或服務，並取消合約內賦予客戶使用之一切牌照、權益及權利（包括原先分配給客戶的號碼）。因終斷、取消、暫停或停止提供服務或設備功能而引致客戶或任何人的任何費用、損失、損害或索償，本公司無需負責。

8.4 The Service is restricted to personal use only and may not be used for any commercial or marketing purposes. The Company reserve the right to terminate this Agreement and disconnect the Service immediately without any compensation whatsoever if the use of the Service by the Subscriber is, in the reasonable opinion of the Company, abusive, irregular or abnormal or has exceeded the Company's usage limit as determined by the Company from time to time at its absolute discretion.

服務祇限於客戶個人使用，並不可用於任何商業或推廣活動。如據公司合理意見認為客戶使用服務不正常，有濫用行為或異常行為，或客戶之服務費或用量已超出公司不時訂立的限額，公司可即時終止本協議及服務，而無須給予任何賠償。

## 9. Deposit 按金

The Company reserves the right at any time to require the Subscriber to pay a deposit to the Company as security for payment of all charges hereunder for the use of the Services under the Agreement and its ancillary agreement and to deduct from the deposit the amount or any outstanding charges payable hereunder or under any of the Subscriber's other accounts for the Services or for any loss or damage incurred or sustained by the Company as a result of any non-observance or non-performance by the Subscriber of any terms, conditions or obligations of this Agreement and its ancillary agreement. The amount of such deposit shall be determined by the Company in its sole discretion. The Company reserves the right to vary the amount of the deposit required from time to time. No interest is bearing and accrued for such deposit.

本公司有權隨時向客戶徵收按金用作將來扣除任何根據合約客戶應付而未繳付之費用及因客戶違反合約導致本公司的損失等，本公司有權決定按金的金額，亦有權隨時更改按金之金額，客戶支付之按金不帶利息滾存。

## 10. Transfer of Ownership and Service Account 戶口轉移

If the Subscriber wishes to transfer the ownership of his/her Equipment and the respective Services to another person (the "Transferee"), the Subscriber must attend in person with the Transferee at the Company together with this Agreement to process the transfer. If the Subscriber cannot attend in person at the Company, the Transferee has to bring along a letter of authorization (instruction of transfer) from the Subscriber and this Agreement to have the transfer processed. Any other process of transfer may be carried out at the Company's discretion and the Company is entitled to charge an administration fee in an amount fixed by the Company from time to time. The Company shall not be under any liability whatsoever to the Subscriber or any person for any cost, expense, loss, damage or compensation arising out of or in connection with any transfer of ownership of Equipment and Service account.

如客戶須轉移設備及服務戶口予他人(以下稱"被受轉移者")客戶一定要親身或簽署授權書予被受轉移者並帶同本合約到本公司辦理戶口轉移事宜，本公司有權向客戶徵收任何行政費。本公司不會向任何人負責任何因戶口轉移而產生的任何損失。

## 11. Registration of Account Number and Answer Code 戶口號碼及覆台密碼

On application for Services, the Subscriber is entitled to choose account number from the Company's available number list and a number answer code of a maximum of 4 figures without charges. Subscriber is requested not to divulge his/her codes. The Company shall not owe any liability whatsoever to the Subscriber or to any person for any cost, expense, loss, damage or compensation arising out of or in connection with the release of messages, whether against correctly stated answer codes or otherwise.

在申請服務時，客戶可以免費選擇客戶號碼及最多四個位的覆台密碼，客戶請不要向別人透露密碼。本公司不會對任何人仕負責任何由於發放資訊(不論覆台密碼正確與否)而產生的任何損失。

## 12. Messages 資訊

12.1 The Company shall not be held liable for the content of any Messages transmitted and/or conveyed through the Company's Service. The Subscriber shall not send, transmit or disseminate (via the Equipment or otherwise) any Messages (i) designed for the purpose of sales and promotions (unless consent has been obtained by the recipients in advance); or (ii) which are obscene or vulgar or defamatory in nature or are connected with unlawful purposes under all applicable laws of the HKSAR. The Company reserves the right to suspend or terminate the Subscriber's Service in the event of a breach of this clause.

公司不會對通過公司服務而傳輸及/或傳送的任何訊息的內容負責。客戶不得使用設備(或其他方法)傳輸、發放或散播任何(i)旨在銷售或推廣之信息(除非先行取得接收人之明確同意)；或(ii)粗俗或性質屬淫穢或誹謗或違反香港特別行政區法律的任何訊息。如客戶違反此條款，公司保留權利可即時暫停或取消客戶之服務。

12.2 The Company shall take reasonable steps to ensure proper recording, storage, transmission or communication of messages to the Subscriber. The Company shall not be responsible for any liability whatsoever to the Subscriber or to any person for any cost, expense, loss, damage or compensation arising out of or in connection with any incorrect record, transmission, communication, mixing or divulging of messages or any destruction of messages.

本公司會用一切合理的步驟確保適當地記錄、儲存、發射及傳遞資訊給客戶。本公司不會對任何人仕負責任何因不正確記錄、發射、傳遞、混雜、資訊披露或資訊之銷毀而產生的任何損失。

12.3 The Company and its information provider(s) endeavor to ensure the accuracy and reliability of the information provided to the Subscriber but give no guarantee thereof and accept no liability (whether in tort or contract or otherwise) for any loss or damages arising from any inaccuracy or omission of information.

本公司及其資訊提供機構/人仕將盡力確保提供予客戶之資訊準確及可靠，但不會為此作出任何擔保，也不會負責任何因資訊不準確或缺失而產生的任何人仕的損失(不管是合約法下，侵權法下或其它法律下的損失)。

12.4 The Subscriber hereby admits that all information including any opinion advice analysis or recommendation provided by the Company or its information provider(s) are for reference purposes only, and that the Subscriber is fully aware that successful record in the past does not guarantee future performance. The provision of information does not constitute any representations by the Company. The Company and its information provider(s) shall not be held liable for any consequential loss or damages arising from the use of the information.

客戶同意本公司及其資訊提供機構/人仕所提供的意見、提議、分析和建議純屬參考性質，客戶清楚明白過往的成功記錄不代表將來情況一樣。所提供的資訊不會構成本公司對客戶的任何陳述，本公司及其資訊提供機構/人仕不會負責因使用該等資訊而產生的任何人仕的損失。

## 13. Disclaimer 免責條款

13.1 The Company will not be liable to the Subscriber in the event the Company is unable to perform any obligation or provide the Service to the Subscriber for any reason beyond the control of the Company including but not limited to any delay or failure in the transmission of orders due to

disruption, breakdown, or malfunction of communication facilities, failure of equipment or telephone or other interconnection problems, acts of God, industrial action, governmental action or default or failure of a third party.

如發生任何不可抗力之因素，或因第三者關係，或因任何超出本公司所能控制之範圍的因素（包括但不限於因通信設備的失靈或電話設備的故障、失靈或其它系統接聯問題而引致客戶指令之傳送被延遲或中斷），而不能向客戶提供服務，本公司無需向客戶負上任何責任。

13.2 In no event shall the Company or its affiliated companies be held liable for incidental or consequential damages in connection with or arising from the use of the Company's Equipment and/or Service, including in particular (but without limitations) any financial loss, loss of business, profit, savings, revenue, use or goodwill.

在任何情況下，所有因使用本公司之設備/服務而引致任何損失(包括因使用此服務而導致的財政、商譽、利潤、收入或使用的損失)，本公司及其附屬公司一概無需負責。

#### 14. Personal Data 個人資料

14.1 Subscribers are required to provide personal data ("Data") to the Company for the purpose of the provision of the Service. If Personal Data (the provision of which has not been specified as being optional) is not provided, the Company may decline to provide any Service to the Subscriber. 客戶必須提供個人資料(「資料」)，以便公司能夠提供服務。如客戶拒絕提供資料(且公司並未指明客戶是可不提供該等資料的)，我們可拒絕提供任何服務予客戶。

14.2 Data collected by the Company may be used for any or all purposes as set out in the Company's Policy Statement on the Collection and Use of Personal Data (including direct marketing of goods and services to the Subscriber but subject to obtaining Subscriber's express consent) available at [www.telecomdigital.cc/privacy/policy.htm](http://www.telecomdigital.cc/privacy/policy.htm)

公司收集的資料可能用作任何及所有公司"私隱政策聲明"中列明的目的(包括在獲取客戶的明示同意後用向其行銷商品及服務)。客戶可瀏覽 <http://www.telecomdigital.cc/privacy/notice.htm> 參閱。

14.3 The Subscriber agrees that the Company may disclose and transfer the Data (within or outside Hong Kong) for the purpose as set out in the Company's Policy Statement on the Collection and Use of Personal Data to the following parties:

公司可能會將客戶之個人資料(在香港境內或境外)跟據"私隱政策聲明"中所列的目的透露及轉交給以下第三方：

1. Other companies in partnership with the Company;

與公司有合作關係的其他公司;

2. Third party service providers (including without limitation bankers, lawyers, accountants, debt collection agencies and other service providers who provide administrative, telecommunications, call centre services, computer, payment, printing, redemption or other services to the Company to enable the normal operation of its business);

第三方服務供應商，包括但不限於銀行、律師、會計師、債務追討代理及其他提供行政、電訊、熱線服務、電腦、付款、印刷、贖回或其他服務以令公司的業務可以運作的第三方服務供應商;

3. Government and law enforcement agencies.

政府及執法機構。

The Company may transfer Subscriber's Data in connection with a transaction with another company which affects the control, governance, structure and/or management of all or a substantial part of its business, or if required to satisfy applicable legal or regulatory requirements.

在有關影響到公司全部或重大部分業務的控制權、治理、結構和/或管理的交易時，或在必須符合適用的法律或監管要求下，公司可能會轉交客戶的個人資料。

14.4 Subject to obtaining the express consent of the Subscriber, the Company may use Subscriber's name, contact information (including phone number, address and email address) and information about the products and/or services of the Subscriber to provide him/her with marketing materials relating to the Company's products and/or services (including the following products

and/or services: telecommunications, mobile voice, SMS and data communications, handsets and devices, IDD/roaming, secretarial service and information services (such as weather, finance, news information), securities and investment, insurance, banking, credit card, entertainment, spa and massage, transportation, household, apparel, food & beverages, education, health and wellness, social networking, media and consumer products).

在獲取客戶的明示同意後，公司可使用客戶的姓名、聯絡資料（包括電話號碼、地址及電郵地址）及客戶已選購的產品及/或服務的資料，以向客戶提供有關公司的產品及/或服務的促銷材料（包括以下產品及/或服務：電訊產品、流動話音、短訊及數據通信、手機和設備、國際長途電話/漫遊服務、秘書服務及資訊服務（如天氣、金融及新聞資訊））、證券及投資、保險、銀行、信用卡、娛樂、水療及按摩、交通、家居、服裝、餐飲、教育、健康及保健、社交網絡、媒體及消費類產品。

14.5 If Subscriber does not wish to receive any promotional communications from the Company, Subscriber may at any time advise the company of this by writing to our Data Privacy Officer at 19/F, YHC Tower, No. 1 Sheung Yuet Road, Kowloon Bay, Kowloon, Hong Kong.

如客戶不同意接收公司的任何宣傳通訊，可以隨時致函通知本公司的私隱條款事務主任（地址：香港九龍九龍灣常悅道 1 號恩浩國際中心 19 樓）。

14.6 Subscribers requesting change or access to their own personal data may be required to pay a reasonable handling fee.

若客戶要求更改或索閱其個人資料，可能須支付一定的合理手續費。

15. The Company shall have the absolute discretion to assign its obligations (or any part thereof) under the Agreement to any other third party.

本公司有絕對酌情權將其於本合約下的義務（或其部份）轉讓予任何第三者。

16. The Company reserves the right at any time to add, vary, modify or delete without further notice (i) any or all of the terms and conditions contained herein or (ii) any of the data, information, content, functions and/or features contained in the Service and/or Equipment.

公司保留權利隨時更改、刪除或增加 (i) 此合約內任何條款；或 (ii) 服務及/ 或設備內的任何資料、資訊、內容、功能及/ 或特徵，毋須另行通知。

17. This Agreement is construed in accordance with the laws of the HKSAR. The Subscriber shall comply with all statutory or government requirements in the use of the Equipment and the Service.

此合約是遵照香港特別行政區法律詮釋。客戶須遵從使用設備及服務的相關法律或政府部門要求。

**B. Terms and Conditions of Privileged Discount Package for Fixed Term Subscription or Rental of the Equipment (When Applicable)**

選用「固定期服務」或租用設備之特惠計劃的條款及細則（如適用）

Subject to the terms and conditions set out herein, the Company agrees to offer to the Subscriber a privileged discount package as set out on the front page of the Agreement for a Fixed Term Subscription and/or rental of the Equipment on the terms set out below.

茲因客戶同意根據本合約的條款及條件向本公司選用本合約首頁所述之服務計劃，本公司現同意根據以下條款以特惠計劃提供「固定期服務」或租用設備予客戶。

1. The Subscriber shall pay first time Service Fee and / or deposit and other payment by cash or by using his/her credit card account as shown on the front page of this Agreement (“Credit Card Account”).

客戶可以現金或使用本合約首頁上所登記之信用卡戶口(下稱「信用卡戶口」)繳交第一期服務費及/ 或按金及其他費用。

2. To subscribe for the Service, the Subscriber agrees that:- 為使用服務，客戶同意：

(a) The Company shall be entitled to debit or deduct all amounts including Service Fee payable



by the Subscriber from the Subscriber's deposit or Credit Card Account;

本公司有權向客戶從其按金或本合約內列明的客戶之信用咭戶口提取或扣除所有應繳服務費用；

(b) If payment is made by credit card, (i) the Credit Card Account shall not be expired within one month from the date of this Agreement; and (ii) the credit card holder must be the Subscriber himself / herself.

如使用信用咭付款，(i) 該信用咭剩餘有效期必須是壹個月或以上；及 (ii) 客戶必須是信用咭的持有人。

3. The Subscriber further agrees:- 客戶並同意：

(a) to subscribe and pay Service Fee for the Service within the irrevocable period as specified on the front page of the Agreement ("Irrevocable Period");

由合約日期起連續使用本合約首頁所述之最少使用期（下稱「最少使用期」）及繳交最少使用期內之服務費；

(b) to authorize the Company to deduct all amounts (including Service Fee and/or the amount as set out in clause B(4) below) payable by the Subscriber from the Subscriber's deposit or Credit Card Account;

授權本公司於客戶之按金或其信用咭戶口內扣除應繳費用(包括服務費及/或於以下 B(4)點所述之費用)；

(c) if payment is made by credit card, to promptly notify the Company for any change/cancellation of credit card information, failing which the Subscriber shall be responsible for all amount/charge or loss incurred by the Company.

如使用信用咭付款而其信用咭資料有所更改，須通知本公司及辦理更新/取消手續，否則客戶承擔因未能履行此責任而令本公司蒙受的損失。

4. The Subscriber may terminate this Agreement at any time after the Irrevocable Period, provided that, in the case of rental of Equipment, the Subscriber shall return the Equipment in good working condition to the Company at the time of termination. The Subscriber hereby agrees that the Company shall be entitled to deduct the price of the Equipment at the Company's then prevailing sales price from the Subscriber's deposit or Credit Card Account in the event the Equipment is damaged or not returned to the Company as set out hereunder.

客戶可於最少使用期後終止本合約，但如客戶租用設備，客戶必須歸還性能良好之設備予本公司。如客戶未能歸還設備或設備有損壞，客戶授權本公司可於其按金或信用咭戶口內扣除設備之價錢（以終止合約當時售價為準）作為賠償。

#### C. General 一般條款及條件

1. All addresses provided for mailing purpose must be within the jurisdiction of Hong Kong. 所有郵寄地址必須是香港範圍之內。

2. The Subscriber must inform the Company promptly in writing of any change in his address. Any invoice or notice from the Company to the Subscriber will be deemed delivered within 48 hours of posting to the address mentioned above.

如客戶須要更改地址，請以書面形式通知本公司。所有根據前述客戶地址寄予客戶的信件在寄出後 48 小時內視作已送達客戶。

3. The Subscriber agrees that the Company may use or disclose details of and information relating to the Subscriber to any appointed nominee or agent of the Company for the purpose of collecting any or all outstanding sums owed by the Subscriber to the Company. The Company shall not be liable for any act, omission, negligence or default of such nominee or agent.

客戶同意本公司將客戶資料給予受託人作為追討客戶欠款時之用，但本公司不會負責受託人的一切行為及疏忽。

4. Any claim by the Subscriber against the Company arising out of this Agreement must be notified to the Company within 30 days of the incident giving rise to such claim, failing which the Subscriber will be deemed to have waived its right in respect of such claim.

由本合約引起的一切索償，客戶必須要在事發後 30 天內提出，否則以放棄索償權論。

5. References to the plural shall include the singular and vice versa; words importing one gender shall include every gender; references to any person shall include reference to an individual, firm, body corporate or unincorporate.

本合約所提及的字眼如法定團體，公司及個人等已包括單一或眾多之意。

6. This Agreement appears in English and Chinese. In the event of any inconsistency between them, the English version shall prevail.

如合約之中、英文版本有任何歧異，以英文版本為準。

#### D. Paging Numbering Resources 傳呼號碼

Notwithstanding anything herein contained, the Subscriber understands and expressly acknowledges that all paging numbering resources (including the account number(s) allotted to the Subscriber for the use of the Service) are allocated to the Company and ultimately to the Subscriber under the control of the Telecommunications Authority (“TA”). In the case the paging numbering resources are repossessed, reallocated or cancelled by the TA for whatever reason, the Subscriber agrees that the Company shall have the absolute right to terminate this Agreement by giving notice to the Subscriber. The Company shall not owe any liability whatsoever to the Subscriber or any person for any cost, expense, loss, damage or compensation arising out of or in connection with such termination and/or loss of use of the paging number(s).

儘管本條款與此合約內其他條款所述有所不同，客戶知悉明白電訊管理局有權控制及調配所有傳呼號碼，所以客戶同意如因電訊管理局在任何理由下調動、重置或取消傳呼號碼，本公司有絕對權通知客戶立即終止合約及不會負責任何人仕因此而產生的任何損失。

#### E. Credit Card Autopay 信用咭自動轉帳

1. The Credit Card Autopay Authorization section of the Agreement is valid subject to the approval from the card issuer concerned.

本合約內之付款授權書為有效用，但須視乎信用咭公司的批核。

2. For cancellation of the Credit Card Autopay Authorization and direct debit authorization, the Subscriber must notify the Company by giving one month’s written notice before the intended cancellation date. Such cancellation will be effective one month after the Company acknowledged the receipt of notification from the Subscriber.

如要取消直接付款授權，客戶需給予公司一個月書面通知。有關取消將會在公司收妥客戶取消直接付款授權通知後一個月生效。

3. The Company reserves the right to charge the Credit Card Account with other amounts according to the Company’s periodic adjustments of service fee/license fee/other charge.

公司保留權利可於客戶信用咭戶口內扣除其他有關費用，包括因公司調整之服務費/ 牌費 / 其他費用。公司將會儘力通知客戶有關調整。

4. For any amendment of information or change/cancellation of the Credit Card Account, the Subscriber shall promptly notify the Company by written notice, failing which the Subscriber shall be responsible for all amount, charges or loss incurred by the Company arising from or in connection with such amendment or cancellation.

客戶必須書面通知公司任何信用咭資料之更改/ 取消。如有任何遺漏而引致公司任何損失，客戶須負責賠償予公司。