

一般服務條款 (適用於所有電話智能卡服務)

聯通香港流動通訊服務條款

1. 聯通香港的客戶合約

1.1 本流動通訊服務條款 (“一般條款”) 適用於聯通香港提供的所有服務。

1.2 所有使用聯通香港電訊服務的客戶必須與聯通香港訂立一份合約 (“合約”)。合約由下列文件組成：

- (a) 流動通訊服務申請書；
- (b) 任何附帶同意書；
- (c) 適用於個別服務的特別條款 (“特別條款”)；
- (d) 本一般條款；及
- (e) 任何聯通香港訂立的有關適用政策、條文及細則。

1.3 如合約各部份之間存在任何不一致或衝突，以第 1.2 條較先列出之文件具凌駕性。

2. 服務生效及期限(只適用於月費計劃合約)

2.1 除非按照一般條款提前終止，合約將在啟用日期起生效，直至合約涵蓋的所有服務的最短合約期屆滿為止。合約中將訂明最短合約期的期限。

2.2 現有合約最短合約期限屆滿不少於 30 天前，聯通香港將通知客戶合約即將屆滿，及為客戶提供續約優惠條款 (“續約優惠”)。如果客戶接受續約優惠，聯通香港將在現有合約最短合約期限屆滿後根據本合約及續約優惠繼續向客戶提供服務。

2.3 就有關指定適用月費計劃其現有合約最短合約期限屆滿時，若

- (a) 聯通香港無法與客戶取得聯絡；
- (b) 客戶不接受續約優惠；或

(c) 客戶未按照一般條款終止現有合同，並且有關服務並未因其他原故而終止的，客戶同意(i)聯通香港將現有合約自動延長，並繼續向客戶提供服務 (“延長服務”)。延長服務的合約期與現有合約最短合約期限相同；除非另有說明，其他服務條款、細則及僅其現有合約最短合約期內的服務月費優惠或折扣維持不變，而(ii)所有免費禮品、產品、服務和利益送贈，及其他優惠、折扣或回贈等則於延長服務時不再享有。但此條之延長服務安排只適用於以個人名義登記的下列指定適用月費計劃客戶：聯通香港的本地 4G 數據無憂計劃 (\$178)6GB FUP、本地 4G 數據無憂計劃 (\$128)5GB FUP、4G 自由組合計劃升級版、4G 自由組合計劃、5G 本地數據無憂 SIM 計劃基礎版(\$168)8.5GB。

2.4 就第 2.3 條所指不適用的客戶，及已表明不接受第 2.3 條延長服務的客戶，除非客戶已按照一般條款終止現有合約，或已與聯通香港訂定其他合約安排，則在現有合約最短合約期限屆滿時，客戶同意(i)聯通香港將繼續依照現有合約及相同的條款以每月形式為客戶提供服務及(ii)不再享有現有合約最短合約期內的所有免費禮品、產品、服務和利益送贈、或優惠、折扣或回贈。

3. 聯通香港的服務

3.1 聯通香港有權在下列情況下自行決定拒絕、限制、暫停或停止向客戶提供服務：

- (a) 客戶未能提供身份及住址證明；
- (b) 客戶未能通過所有信貸評估；
- (c) 有關之流動電話號碼未能經流動電話號碼可攜服務轉往至聯通香港 (如適用)；
- (d) 客戶未能全數繳付所選購之流動通訊設備機價，收費及/或其他服務或流動通訊設備之按金；或
- (e) 客戶未能按相關適用之法律、條例、規定及指引，適時完成辦理並成功通過有關實名登記 (包括香港電話智能卡須按香港本地《電訊 (登記用戶識別卡) 規例》辦理實名登記，而

中國內地流動電話號碼服務（如適用）則須按中國內地《電話用戶真實身份信息登記規定》辦理實名登記）。

3.2 聯通香港依據合約為客戶提供的服務只適用於個人通訊用途，不得用於商業用途。客戶不得轉售或分銷(a)聯通香港的服務，或(b)透過聯通香港的服務取得的任何資料或內容服務。

3.3 聯通香港會以應有的謹慎及技術為客戶提供服務。但是，聯通香港提供的服務可能會因超出其合理控制之因素，包括但不限於不可抗力事件、網絡條件，或連接或由第三方服務供應商提供的其他服務之網絡干擾或故障等，而受到不利的影響。

3.4 為持續向客戶提供服務，聯通香港可能不時需要對其網絡和服務進行升級、修改或維護。在此期間，聯通香港提供的服務可能會暫時中斷或無法使用。

3.5 聯通香港會根據合約中訂明的月費或費用及啟用日期向客戶提供服務，客戶同意遵守合約條款使用服務。

3.6 聯通香港向客戶提供的服務包括流動通訊服務及增值服務。在客戶的流動通訊服務成功啟用後，客戶可隨時申請其他增值服務。增值服務的特別條款及細則將視乎不同的增值服務有不同的規定。客戶必須遵守聯通香港對相關增值服務不時公佈之特別條款及細則。聯通香港不保證相關增值服務對某特定用途的適用性及質素。

3.7 客戶同意支付與增值服務相關的費用及使用增值服務時的相關規限如通話分鐘。如客戶使用之增值服務為電話會議服務，會議發起人須按所有已接通的號碼通話數量及時間支付費用。如客戶使用之增值服務為流動數據服務，客戶須按聯通香港所紀錄的流動數據用量支付費用。

3.8 客戶可隨時申請 IDD 及國際漫遊服務。成功申請 IDD 及國際漫遊服務及繳付相關的按金後，凡於聯通香港與相關電訊商已訂立漫遊協議的有關國家或地區，客戶均可使用 IDD 及國際漫遊服務。聯通香港有權隨時更改 IDD 及國際漫遊服務的收費而不另行通知，客戶在使用 IDD 及國際漫遊服務前應致電聯通香港客戶服務熱線(852) 2122 1188 或瀏覽聯通香港的網站查閱最新的收費及準則。

3.9 聯通香港所有按日費計劃提供的服務，均按香港時區每日 00:00 開始計費至 23:59 為止。

4. 合約冷靜期(只適用於非應邀合約)

4.1 如在聯通香港非應邀到訪客戶住所期間訂立合約，客戶與聯通香港訂立的合約將設有冷靜期。冷靜期為自客戶訂立合約的日期起計 7 天。客戶可於冷靜期內致電客戶服務熱線(852) 2122 1188 或親臨聯通香港的香港門市取消合約。如客戶在冷靜期內取消合約，客戶無須繳付服務費用，唯聯通香港會向客戶收取與取消合約相關之合理及適當的手續費用。

4.2 客戶同意一旦出現下列情況，冷靜期將不再適用：

- (a) 儘管明白冷靜期對其的好處，且確認並未受到聯通香港的任何勸誘下，而在簽訂本合約時仍明確表示同意全然豁免冷靜期之客戶；
- (b) 聯通香港已經開始提供服務；
- (c) 因客戶訂用服務而由聯通香港提供的任何免費禮品或宣傳禮品已由客戶收取或送達客戶；或
- (d) 客戶同意安排的流動電話號碼轉攜預定完成日三(3)天前。

5. 智能卡

5.1 當客戶與聯通香港簽訂合約並按合約條款履行付款責任時，聯通香港將根據客戶擬使用或正使用的服務為客戶提供智能卡或其他流動通訊設備。除非另有書面約定或本合約另有規定，該智能卡均屬聯通香港的財產而由聯通香港借給客戶使用，客戶無權自行轉讓、擅自改動或改變智能卡。

5.2 聯通香港提供予客戶使用的智能卡均配有一個香港流動電話號碼，另按客戶適用的服務而可獲指配一個中國內地流動電話號碼。號碼轉攜之申請只適用於香港流動電話號碼而不適用於內地流動電話號碼。該指配的中國內地流動電話號碼為聯通香港暫租給客戶使用，當中國內地流動電話號碼不論任何原故而停用或終止服務，客戶確認明白並同意立即放棄該指配的中國內地流動電話號碼並歸還予聯通香港。

5.3 由聯通香港借給客戶使用之智能卡因客戶正常使用而損壞，聯通香港有權決定免費為客戶維修或更換。若客戶或聯通香港終止合約，客戶必須按聯通香港的通知立即將該等智能卡歸還及送至聯通香港之指定門市。唯客戶在下列情況需向聯通香港支付由聯通香港不時訂立的維修或更換費用：

- (a) 客戶未按聯通香港的通知立即將該等智能卡歸還及送至聯通香港之指定門市；或
- (b) 因客戶或任何第三方濫用、錯誤使用、疏忽或蓄意破壞而引致智能卡的損毀；或
- (c) 因智能卡遺失或被盜。

5.4 如果客戶的智能卡遺失或被盜，客戶必須立即致電客戶服務熱線(852) 2122 1188 或親臨聯通香港的香港門市通知聯通香港有關事件，並須於 2 個工作天內向聯通香港補充書面通知及要求暫停服務事宜。直至聯通香港接獲客戶前述之書面通知，及已停止提供該智能卡咭的有關通訊服務，客戶仍須對其智能卡遺失或被盜所招致的一切費用負全部責任。並且在任何情況下，客戶仍需支付服務月費或費用。

6. 訂金、按金或預繳款項

6.1 在任何時候，客戶可能需要支付訂金、按金或預繳款項，方可享用聯通香港提供的服務或流動通訊設備。聯通香港有權決定訂金、按金及預繳款項的金額。

6.2 在不損害聯通香港其他權利及補救方法下，聯通香港有權在客戶支付的訂金、按金或預繳款項抵銷：

- (a) 客戶根據本合約或與聯通香港簽署的其他合同條款應繳而逾期未繳的費用；
- (b) 聯通香港因客戶違反本合約或與聯通香港簽署的其他合同條款而招引的損失或損害。

6.3 聯通香港將在本合約終止後，及符合第 6.2 條的規定下抵銷所有應繳而逾期未繳的費用及/或聯通香港因客戶違反本合約或與聯通香港簽署的其他合同條款而招引的損失或損害後，將剩餘的訂金、按金或預繳款項(如有)在合理時間內無息退回予客戶。

6.4 客戶確認明白，一旦聯通香港進行清盤，客戶可能無法取回已支付之訂金、按金或預繳款項。客戶同意自行承擔支付之訂金、按金或預繳款項的風險。

7. 服務收費及繳款

7.1 就聯通香港為客戶提供的服務和流動通訊設備，客戶同意按時支付本合約列出的費用，不論該服務和流動通訊設備是由客戶或其他第三方使用。

7.2 在訂立合約時，客戶須支付首月服務月費、購買流動通訊設備的費用、與智能卡相關的費用(如適用)或其他預繳款項等。除非合約中另有規定或是屬預付儲值卡，聯通香港自服務啟用日期起每月向客戶發出帳單預先收取當月須繳付的任何服務月費及其他須預繳的費用，即使使用不足一個月，亦須支付整月的月費，及上一個月其他按用量計算之服務費用。在可能的情况下，帳單會顯示上一個月其他按用量計算之服務費用，但有時候有關費用可能在之後的帳單中才顯示。

7.3 所有的費用均不包括任何及所有適用的稅費，包括增值稅（若有）以及法律法規規定的附加費用（若有）。聯通香港將在發票中單獨要求支付該等稅費。

7.4 聯通香港以港幣發出帳單，客戶應使用港幣支付帳單所示費用。客戶務必在帳單所示的繳費日期（“到期日”）內全數支付帳單上所示的費用。客戶必須支付帳單所示，或在本合約項

下欠付的全部費用，不得抵銷或抵扣。對於客戶逾期未付的任何費用，聯通香港有權自有關費用或欠費到期日起按香港上海滙豐銀行有限公司最優惠貸款利率加兩厘(2%)或法律所允許的最高額（以兩者中較高額者為準）計收利息，直至費用全數支付為止。

7.5 聯通香港將以短訊形式將帳單發送至客戶之香港流動電話號碼，或以電子途徑將帳單發送至客戶的網上帳戶，客戶可登入網上帳戶查閱帳單。

7.6 聯通香港致力確保必須向客戶發出帳單是準確無誤的。除非充分證明聯通香港的紀錄有誤，否則聯通香港的記錄是客戶應付服務費用的準確證明。若客戶認為帳單上的費用有錯誤並欲就該等費用提出任何查詢或異議，則須在該帳單發出日起計 30 日內通知聯通香港，否則該帳單被視為準確無誤及已被客戶接納。除非另有書面約定，本條並不免除客戶須於帳單到期日前支付帳單費用的責任。

7.7 為更好管理客戶之服務使用量，聯通香港有權為每名客戶設定一個信用限額，並且可按情況不時對信用限額作出修訂。當客戶服務用量達至或超出其信用限額時，聯通香港將暫停向客戶提供服務，但不論任何情況，客戶仍須根據其超出信用限額的服務用量而向聯通香港繳付相關費用。

7.8 如客戶與聯通香港訂立多於一份的服務合約或其他協議，聯通香港有絕對權力將客戶在任何一份服務合約或協議項下的帳戶餘額抵銷其他服務合約或協議項下之欠款或將餘額轉移到其他服務合約或協議項下。

8. 客戶的責任

8.1 客戶應及時地履行本合約所規定的各項義務和責任。

8.2 客戶應按聯通香港的要求提供文件以證明客戶於合約中填寫的資料為真實無誤。若客戶已向聯通香港提供的地址或其他資料有變更，將可能影響聯通香港為客戶提供的服務或郵寄帳單或發出有關通知，客戶需盡快通知聯通香港有關資料的變更。

8.3 為確保客戶能持續收到聯通香港發出之帳單，客戶有責任定期查看其流動電話之短訊及網上帳戶，如客戶未能按第 7.5 條收到帳單，客戶必須儘快聯絡聯通香港。

8.4 客戶須承擔一切與服務和流動通訊設備有關的費用及任何政府或監管機構就於任何地方使用服務所徵收的一切費用或徵費，包括但不限於所有通話收費、適用稅費、流動服務牌照及行政費、逾期利息、及因客戶逾期未繳任何服務或流動通訊設備之費用而對聯通香港及/或其代理所招致的法律費用等等。

8.5 客戶使用聯通香港提供的服務或流動通訊設備時，必須時刻遵守聯通香港不時於網站發布之“公平使用政策”、相關實名登記條例和任何適用司法管轄權法律。客戶對任何其他人士（無論是否經客戶授權）使用聯通香港提供的服務或流動通訊設備均被視為客戶使用有關服務而須負全部責任。

8.6 為方便客戶使用自助服務，客戶將獲分配個人密碼和個人識別號碼。客戶必須採取一切必要措施確保個人密碼和個人識別號碼得到保密及妥善使用，不得向任何第三方披露。如客戶發現任何人士在未經授權的情況下使用客戶個人密碼和個人識別號碼，客戶應立即通知聯通香港，否則客戶應對一切費用負全部責任，直至聯通香港接獲客戶通知而將暫停服務為止。在任何情況下，客戶仍需支付服務月費或費用。

8.7 客戶必須確保客戶使用之流動通訊設備與聯通香港提供之服務的兼容性，且該流動通訊設備是符合並按照聯通香港所通知的設定，合理程序和任何適用司法管轄權之要求。

8.8 客戶不得通過任何聯通香港提供的服務和流動通訊設備

(a) 發送或傳播任何有可能是淫褻，不道德，粗俗不雅，令公眾不安，虛假，欺詐性，誹謗，歧視，侵犯私隱，恐嚇，辱罵，挑釁性的，煽動種族仇恨，或違法的短信、多媒體資訊、內容或資料；

- (b) 發送或傳播任何非應邀商業訊息或內容，或侵犯知識產權；
 - (c) 作出任何有可能構成鼓勵干犯刑事罪行，侵害他人權利，欺詐或違反適用司法管轄權法律的行為；
 - (d) 作出任何有可能干擾或損害，或企圖干擾或損害聯通香港或任何第三方網絡的行為；
 - (e) 作出任何有可能損害聯通香港聲譽的行為。
- 8.9 客戶承認並同意，聯通香港提供的服務，流動通訊設備和內容之知識產權均屬於聯通香港，聯通香港之第三方服務提供商或許可人。
- 8.10 客戶不得轉售或以任何形式向任何第三方分銷聯通香港提供的服務和流動通訊設備，且不得轉讓或分銷客戶在本合約項下的全部或任何權利和義務。

9. 銷售流動通訊設備

- 9.1 如客戶向聯通香港選購流動通訊設備，客戶明白：
- (a) 該流動通訊設備之製造商可提供有關流動通訊設備之某些保養，聯通香港不會向客戶負責經聯通香港銷售之流動通訊設備之任何損毀或維修；及
 - (b) 聯通香港不會接受客戶退回流動通訊設備，亦不會更換任何其他流動通訊設備或提供任何退款予客戶。
- 9.2 如客戶使用或選購由任何第三方提供之流動通訊設備，客戶有責任確保該流動通訊設備可兼容並可與客戶向聯通香港申請的服務一併使用。
- 9.3 除本合約另有規定外，客戶須於流動通訊設備交付予客戶時，即時繳付所購買的流動通訊設備價格。
- 9.4 倘若客戶訂購任何流動通訊設備，客戶將應向聯通香港支付一筆聯通香港所規定的按金，並且在聯通香港通知客戶可領取流動通訊設備的十四(14)天內到聯通香港指定之門市領取流動通訊設備及繳付餘款。倘若客戶未能於上述時間內領取流動通訊設備及支付餘款，聯通香港有權視客戶為悔約及沒收上述按金作為對聯通香港的算定損害賠償。
- 9.5 聯通香港對銷售之流動通訊設備保留物權，直至客戶繳付購買流動通訊設備之全部款項。如客戶仍未繳付購買流動通訊設備之全部款項，聯通香港有權向客戶取回該流動通訊設備。儘管前述所言，該流動通訊設備之風險將於客戶領取流動通訊設備時視作已移轉至客戶。
- 9.6 除本合約另有規定外，聯通香港銷售之流動通訊設備所附有的製造商保證（如有）為該流動通訊設備的唯一保證，限於相關的法律規定，不包括所有其他銷售條款、條件、保證及陳述。聯通香港並不負責維修流動通訊設備的任何缺失，並且不保證客戶所選購的流動通訊設備符合客戶的需要。
- 9.7 所有流動通訊設備之送貨或領取日期及時間均為聯通香港之估計且不構成合約的要素。如聯通香港未能向客戶提供訂購之流動通訊設備，聯通香港有權取消該訂購之任何部份或全部而無需向客戶作任何賠償。

10. 暫停或終止服務

- 10.1 聯通香港可在無須提出因由下給予客戶不少於 30 天的預先通知終止本合約或任何一項服務，而無須向客戶作出任何賠償。
- 10.2 客戶可在無須提出因由下致電客戶服務熱線(852) 2122 1188 或親臨聯通香港的香港門市給予聯通香港不少於 30 天通知而終止本合約或任何一項服務，唯客戶須遵守第 10.6 條及第 10.7 條的規定(如適用)。
- 10.3 聯通香港可在下列任何情況下，盡力於可行的情況下給予客戶通知而隨時限制、暫停、終止或取消本合約或任何一項服務：
- (a) 客戶逾期未繳任何服務或流動通訊設備之費用；

- (b) 客戶違反或聯通香港合理地相信客戶違反本合約內之任何條款；
- (c) 客戶的服務用量或費用超出聯通香港不時設定的信用限額或使用量上限或不符合“公平使用政策”；
- (d) 客戶申請或被頒令破產，或無力償債，或與債權人達成任何安排或和解或為債權人的利益進行轉讓，或進行自動(並非由於重組或合併)清盤或被強制清盤，或已委任接管人或管理人(或在適用國家地區內就上述事項具同等職能的人)處理客戶資產；
- (e) 聯通香港須為保其網路的完整、安全或更新而進行保養、維修、測試、改良或升級；
- (f) 聯通香港遇技術困難或商業上不能繼續為客戶提供服務；
- (g) 聯通香港因第三方服務供應商停止提供其服務而導致聯通香港未能繼續為客戶提供服務；或
- (h) 適用司法管轄權法律、法院或監管機構裁定本合約項下提供的有關服務是違反相關法律、條例或規定的，或聯通香港合理地相信有關服務是違反政府或監管機構現有之法律、條例或規定、或其他適用司法管轄權法律。

10.4 聯通香港可在下列任何情況下無須通知而隨時限制，暫停、終止或取消本合約或任何一項服務：

- (a) 有關服務是違反現有法律、條例或規定的；
- (b) 在緊急的情況下聯通香港須對其網路進行更新，維修，升級或修理。
- (c) 客戶或其他人士(不論經客戶授權與否)利用或通過客戶之智能卡及或聯通香港提供之服務，作任何不當或違法用途，或任何有可能構成不當或違法用途，或向聯通香港之僱員或客戶使用或發送任何粗言穢語，恐嚇或淫穢的言辭、訊息或內容，或對外發送任何第 8.8 條所規限不得發送的内容，或違反相關適用法律、條例或規定；

10.5 如果聯通香港根據第 10.3 條(a)，(b)，(c)，(d)款或 10.4 條(c)款暫停向客戶提供任何一項服務，該服務在暫停服務期間仍持續產生費用，直至(1)聯通香港終止提供該服務或本合約；或(2)客戶彌補相關的違約直至聯通香港重新接駁服務為止。聯通香港保留在重新接駁服務時要求客戶支付接駁費用的權利。

10.6 若客戶根據第 10.2 條或聯通香港根據第 10.3 條(a)，(b)，(c)，(d)款或 10.4 條(c)款在相關之最短合約期屆滿前終止本合約或任何一項服務，最短合約期剩餘月份內客戶原可享的所有回贈及優惠將即時取消。客戶除需即時支付所有未支付及逾期未繳之費用外，並需支付下列提早終止費用：

- (a) 最短合約期內剩餘月份所應繳付的月費總額作為算定損害賠償(而非罰款)；及
- (b) 提早終止合約之行政費港幣 300 元正；

唯客戶於聯通香港提供之適用冷靜期內(如有)取消合約可豁免繳付提早終止費用。

10.7 如客戶在聯通香港的推廣活動訂立本合約而即時獲得任何與服務或流動通訊設備有關的利益，並於最短合約期內提早終止本合約或任何一項服務，聯通香港有權扣除或取消該利益或從客戶之任何帳戶中扣除相等於該利益的合理價值，或向客戶追討該利益。

11. 責任限制

11.1 聯通香港將以電訊服務供應商應有的合理技術及謹慎提供服務，並在無法接通網路的情況下盡一切合理努力重新提供服務。聯通香港在本合約項下並未作出任何其它明示或隱含的保證或承諾。

11.2 對任何因服務或根據本合約所提供的服務或流動通訊設備的故障、中斷或延誤而造成的直接或間接、突然或相應損失或損毀或因任何事故造成的其他直接和間接損失或損毀(包括利潤損失或其他損失，無論該損失是否由於聯通香港、其僱員、代理、承包商或第三方服務提供商的疏忽導致)，客戶同意及確認聯通香港不需為此負任何責任。

11.3 由於第三方服務供應商拒絕向聯通香港提供或延遲提供服務，且聯通香港無法在合理成本下獲得替換服務；或如由於法律或監管性質的限制而使聯通香港提供服務受到阻礙，聯通香港無需為未能提供服務而對客戶負責。

11.4 對於本合約或任何一項服務所引起的或與之有關的任何特別、間接或後果性的損失或損害(包括不但限於利潤收入)，數據損失或毀壞，或因任何病毒傳播而引起的損失或損害，不論是否根據合同、侵權行為、法規或其他原因(在每種情況下均包括疏忽)，客戶同意及確認聯通香港無需為此負任何責任。

11.5 聯通香港引致客戶的直接損失或損害，無論是以依據合同、侵權、法規或其它原因，在法律容許的範圍內，聯通香港的責任僅限於對客戶個人不動產或有形資產的直接損害，且限於相等於客戶按照本合約或一項服務下在發生直接損失或損害前已支付之 12 個月服務月費之總額。人事傷害或死亡之直接損失或損害在不此限。

12. 不可抗力事件

如由於不可抗力事件導致或造成聯通香港未能按合約提供服務，聯通香港無需為此負任何責任。不可抗力事件包括但不限於不能預料、不可預見、無法抗拒及聯通香港無法控制的事件，例如任何極度惡劣的天氣、水災、崩塌、地震、風暴、閃電、火災、下陷、瘟疫、恐怖活動、爆發軍事衝突(不論是否已宣戰)、暴動、爆炸、罷工或其他勞工騷亂、民事騷亂、怠工、政府部門徵用或其他行為或有關方無法合理控制的任何事件。若不可抗力事件不間斷地持續 30 天，客戶或聯通香港均可通知對方立即終止合約。

13. 個人資料

13.1 聯通香港的“個人資料私隱政策”為本合約不可分割的一部分，客戶可於各香港門市索取或瀏覽網站不時發布之“個人資料私隱政策”。

13.2 為提供服務，聯通香港會要求客戶提供個人資料。如客戶拒絕提供個人資料，聯通香港保留權利拒絕為客戶提供服務。

13.3 客戶同意和明白聯通香港會把收集所得之個人資料用作以下用途：

- (a) 核實客戶的資料和身份；
- (b) 處理客戶的服務申請，及向客戶提供聯通香港的產品、服務、設備及獎賞、忠誠和優越客戶計劃；
- (c) 處理客戶的指示、請求及回應客戶的查詢，包括但不只於付款指示及提供聯通香港的相應服務，包括客戶請求的直接扣款及/或信貸額度；
- (d) 進行調查及分析，以了解及評估、或探索客戶對服務的需求、信貸額度和付款狀況；
- (e) 評估客戶所欠的債務；
- (f) 執行信貸查核和管理，包括債務追收；
- (g) 提供客戶產品和服務的日常運作；
- (h) 進行調查、研究和分析，以改善和優化聯通香港為客戶提供的服務及/或忠誠客戶計劃，以及客戶的服務體驗；
- (i) 為客戶設計其他產品及服務，及/或優化聯通香港現有之產品或服務；
- (j) 經客戶同意而向客戶推廣營銷產品、服務和其他活動及事宜(請參閱聯通香港的私隱政策)；
- (k) 使聯通香港能履行任何互連通訊的責任或遵守業界的其他規則；
- (l) 遵從適用司法管轄權的政府或監管機關提出的任何披露請求，以及適用法律、條例、規定或法庭命令而披露；
- (m) 偵查或預防罪行的發生；及
- (n) 任何與上述目的直接相關或附帶關聯的其他目的。

13.4 客戶必須通知聯通香港一切會影響聯通香港為客戶提供服務的個人資料的轉變。在聯通香港的合理要求下，客戶必須提供有關客戶和客戶使用服務的資料，以便協助聯通香港

- (a) 遵守任何適用司法管轄權法律下的責任；
- (b) 向任何政府或監管機構對有關履行上述(a)責任作出匯報；和
- (c) 評估客戶是否能遵守或履行客戶在本合約下的各項責任。

13.5 為促使聯通香港提供服務，客戶授權聯通香港透露或轉移個人資料予香港境內或境外的附屬公司，代理，承包商，其它電訊網路提供商及第三方服務供應商（包括但不限於信貸管理，信貸資料服務機構，信貸提供者或其它金融機構）。

13.6 若客戶的個人資料（如名字或地址）有變更，而該個人資料將影響聯通香港為客戶提供服務，客戶必須儘快通知聯通香港。否則，聯通香港將以客戶已提供的個人資料為準。

14. 更改合約條款及通知

14.1 除第 14.2 條及第 14.3 條另有規定外，本合約賦予聯通香港可單方面更改合約條款及服務費用的權力。

14.2 如聯通香港合理地相信更改之合約條款或服務費用之增幅（IDD 及國際漫遊服務費用除外）將直接對客戶造成重大負面影響，聯通香港會給予客戶不少於 30 天的預先通知，該通知可以透過下一張帳單、短訊（適用於無需登記便可享用服務的客戶）或其他合適的方式發出。

14.3 因聯通香港

- (a) 對合約內所訂明的任何服務月費（不包括行政費、訂金、按金或預繳款項或任何獲豁免的費用）或按用量計算費用（不包括 IDD 或國際漫遊服務費用）之各項增幅超過 30%或港幣 30 元（以較高者為準）；或
- (b) 更改服務條款而對服務質素帶來重大改變；客戶可透過致電客戶服務熱線(852) 2122 1188 或親臨各香港門市給予聯通香港最少 15 天通知以終止相關服務而無需支付提早終止費用及任何其他取消費用。本合約將繼續適用於不受更改影響的任何其他服務。

15. 聯通香港的通知

所有根據本合約發出的通訊或通知，除非適用司法管轄權法律另有不同的規定，聯通香港可以透過書信、帳單加註或附件，發送至客戶香港流動電話號碼之服務訊息或留言、在聯通香港的網站或香港報章發佈、或其他聯通香港認為合適的途徑發出，並在下列情況視為妥善送達予客戶：

- (a) 以專人送遞的，於成功送遞時；
- (b) 以郵遞發出的，於投寄後的下一個工作日；
- (c) 以傳真、留言或電子途徑發出的，於成功傳送至客戶時；或
- (d) 以網站或報章發佈的，於在網頁或報章刊登之首日。

16. 一般條款

16.1 在未得到聯通香港的書面同意之前，客戶不可將本合約下的任何權利及責任全部或部分轉讓、轉送或其他形式分配給任何第三方。

16.2 在無須給予客戶通知下，聯通香港有權(a)將本合約下的任何權利及責任轉讓給任何第三方；(b)自由出售本合約下獲取的應收帳項；及(c) 將本合約或任何一項服務其中部份交由代理，承包人，或其它第三方服務提供商提供，惟聯通香港會為其代理，承包人，或其它第三方服務提供商之行為負責。

16.3 聯通香港提供的服務可能受一個或是多個管轄範圍的法律和規定管轄。如果聯通香港

提供的服務在香港境外之某個適用管轄區被裁定或將被合理地理解為是違反有關法律或規定或需要任何額外的牌照要求，聯通香港有權隨時按第 10 條及第 15 條通知客戶取消或終止該服務。客戶必須支付取消或終止服務前須應繳付的任何費用，但不須支付其他費用。聯通香港不會負責因法律和規定轉變而影響該服務的任何其它損失或費用。

16.4 雙方的權利和義務，如根據其性質將在本合約屆滿或終止後繼續生效，包括但不限於第 7 至 13 及 16 條，則應在本合約屆滿或終止後繼續有效。

16.5 如果本合約的任何條款基於任何原因被法院判定為無效或無法強制執行，該等條款應被視為獨立於本合約的其它條款，並且在任何情況下均不應影響其它條款的效力及履行。

16.6 除本合約另行明確規定外，沒有行使或延遲行使本合約規定的任何權利、權力或特權，除非以書面明確，否則不應被視為放棄任何權利、權力或特權。

16.7 任何因本合約引起的或與之有關的爭議，應按照香港法律詮釋，並由香港法院專屬管轄。

17. 定義

17.1 本合約中，下列詞語具有以下含意：

聯通香港 指中國聯通（香港）運營有限公司。

客戶 指在電訊服務合約中明確及訂定合約的客戶。

服務 指聯通香港根據本合約向客戶提供的任何流動通訊服務，包括但不限於流動話音、流動數據或增值服務，或其他服務。

申請書 指書面的電訊服務申請書，或經聯通香港明確同意向客戶提供服務的非書面申請。

最短合約期 指合約中訂明的最短固定合約期。

啟用日期 指服務可供客戶使用的日期，即合約正式生效日期。

網絡 指聯通香港依牌照擁有或營運的電訊網絡，包括所有與使用於網絡或有關的設施及由聯通香港提供予客戶使用之器材。

月費 指聯通香港在合約或網站中指定而客戶須就相關服務每月向聯通香港支付的各項費用。

月費計劃 指客戶在合約內選用或客戶按本合約同意自動升級之按月收費使用指定服務用量計劃，或聯通香港同意客戶更改之按月收費使用指定服務用量計劃。

費用 指聯通香港就提供之服務或流動通訊設備在合約或網站中不時公佈或通知客戶的指定收費，而客戶須就相關服務於有關繳付期向聯通香港支付的各項費用。

流動數據 指任何經過網絡或提供數據服務的漫遊夥伴之網絡傳送或接收的數據或資訊。

流動通訊設備 指流動無線電話、其他無線裝置、登入裝置或與流動通訊服務一併使用的裝置或配件。

回贈 指於合約內列明之回贈款額。

內容 指可透過使用服務而獲得的任何數據、資料、影像、圖像、影音內容、應用程式、可下載檔或其他多媒體內容。

IDD 指包含各種撥打方式的國際長途電話服務（包括但不限於直撥方式）。

轉攜 指客戶從一家電訊營運商轉用聯通香港服務時或由聯通香港轉用其他電訊營運商時保留現有香港流動電話號碼的程式。

智能卡 指用戶識別卡包括 USIM 卡。

附屬公司 就一個實體而言，指(a)任何由它控制的實體；(b)任何控制它的實體；或(c)任何其他由第(b)項所述實體所控制的實體。

個人資料 是指任何姓名、地址、服務提供資訊、服務帳單資訊或香港法例第 486 章《個人資料(私隱)條例》中定義的“個人資料”。

訊息 指以電子途徑或其他渠道或情況下發出短訊、圖像、電子郵件或數據。

第三方服務供應商 指提供可透過聯通香港之服務而獲得及使用的訊息或內容服務之任何第三方供應商。

政府機關 指具適用司法管轄權的任何政府或半官方、行政、財政或司法組織、部門、委員會、機關、審裁處、代理機構或單位元，包括香港電訊管理局。

香港 指中華人民共和國香港特別行政區。

中國 中國指中華人民共和國，但就此一般服務條款所適用之流動通訊服務而言，所指之服務地域不包括台灣、香港及澳門特別行政特區。

牌照 指政府機關不時向聯通香港發出的牌照以授權本公司提供服務。

工作天 指星期日或香港公眾假期以外的任何一天。

適用司法管轄權 涉及任何一項服務或行為，指服務提供、或作為或不作為所在地之適用國家或政治分區的法律及法規。

網站 指聯通香港網站 www.cunig.com 及其不時更改的網址。

17.2 標題僅為方便參考而設，不影響本合約的釋義和解釋。

17.3 除非另有規定，表示單數的字句包括複數，表示男性的代詞，包括女性和中性，反之亦然。

General Service Terms and Conditions (Apply to All SIM Cards Services)

1. Agreement with Customer

1.1. These terms and conditions for mobile service ("General Terms") is applicable to all Services provided by China Unicom (Hong Kong) Operations Limited ("CUHK").

1.2. All Customers using the Services of CUHK must enter into a contract with CUHK ("Contract"). The Contract consists of:

- (a) The Application Form;
- (b) Any Supplemental Agreement;
- (c) Any applicable special terms and conditions to specific services ("Special Terms");
- (d) This General Terms; and
- (e) Any relevant applicable policies, provisions and conditions made by CUHK.

1.3. If there is any inconsistency or conflict between different parts of the Contract, the document takes priority in the descending order of preference as set out in Clause 1.2 above.

2. Term (Only Applicable to Monthly Service Plan)

2.1. Unless earlier determined in accordance with this General Terms, the Contract begins on the Service Commencement Date and continues until the expiration of Minimum Contract Period of all Services provided under and covered by the Contract. The Contract will specify the Minimum Contract Period.

2.2. Not less than thirty (30) days prior to the expiration of Minimum Contract Period of current Contract, CUHK may inform Customer the sooner expiration of his Contract and offer a renewal service pack ("Renewal Offer"). If Customer accepts the Renewal Offer, CUHK will continue the provision of Service in accordance with the terms and conditions of the Renewal Offer and the (new) Contract upon the expiration of Minimum Contract Period of current Contract.

2.3. With respect to those designated applicable monthly fee service plans, upon the expiration of Minimum Contract Period of current Contract, if,

- (a) CUHK is unable to contact with the Customer;
- (b) the Customer does not accept the Renewal Offer; or

(c) the Customer has not terminated the current Contract in accordance with the General Terms, and the Services have not been determined for other reasons, Customer agrees that i) CUHK will automatically extend the existing Contract and continue to provide the Services to the Customer ("Extended Service"). The contract period of Extended Service is the same as the Minimum Contract Period of current Contract. Unless otherwise provided or stated, other service terms, conditions, and only the monthly service fee offer or discount under Minimum Contract Period of current Contract remain unchanged, while ii) all complimentary gifts, products, services and benefits entitled, and all other offers, discounts or rebates etc. shall be determined during Extended Service period. However, the Extended Service arrangement in this clause is applicable to the individual customers of the following designated applicable monthly fee service plans only: Local 4G Data Hassle-free (\$178) 6GB FUP、Local 4G Data Hassle-free (\$128) 5GB FUP、Advanced 4G Flexi Bundle Plan、4G Flexi Bundle Plan of CUHK、5G Local Data Hassle-free Basic SIM Plan (\$168)8.5GB of CUHK.

2.4. For those Customers that Clause 2.3 is not applicable and those who have indicated that they do not accept the Extended Service under Clause 2.3, unless the Customer has

terminated the current Contract in accordance with the General Terms or has entered into other contractual arrangements with CUHK, upon the expiration of Minimum Contract Period of current Contract, Customer agrees that i) CUHK continues the provision of Service under the same terms and conditions of current service plan on a monthly basis and ii) all complimentary gifts, products, services and benefits entitled, or discounts or Rebates offered under Minimum Contract Period of current Contract shall be determined.

3. Provision of Services

3.1. CUHK shall not be bound to accept and may further reject, limit, suspend or stop the provision of Service to Customer if:

- (a) the Customer fails to submit proof of identity and address; or
- (b) the Customer fails to satisfy the requisite creditability check; or
- (c) the porting-out of the mobile number from another telecommunications operator is unsuccessful (if applicable);
- (d) the Customer fails to pay the stipulated price of the chosen Device, Charges and/or deposit for other services or for Device in full; or
- (e) the Customer fails to perform and successfully complete the relevant real-name registration in a timely manner in accordance with the relevant applicable laws, rules, regulations and guidelines (including Hong Kong mobile phone SIM cards are subject to real-name registration in accordance with "The Telecommunications (Registration of SIM Cards) Regulation", and Mainland mobile phone number service (if applicable) requires real-name registration in accordance with China's "Telephone Users Real Identity Information Registration Requirements" (《電話用戶真實身份信息登記規定》)).

3.2. The Services that CUHK provides under the Contract are for Customer's personal use only and must not be used for commercial purposes. Customer shall not resell or distribute a) the Service provided by CUHK, or b) any information or Content accessible through the Service of CUHK.

3.3. CUHK will provide the Services to Customers with reasonable care and skill. However, the provision of Service may be adversely affected by factors beyond CUHK's reasonable control, including but not limited to Force Majeure Event, Network conditions, or interference or faults in the network to which it is connected for the provision of other services by a Third Party Provider.

3.4. CUHK may need to upgrade, modify or maintain the Network and the Service from time to time in order to continuously provide Service to Customers. During such time, the provision of Service may be temporarily suspended or unavailable.

3.5. CUHK will provide Services to Customers in accordance with the Monthly Charges/Charges and Service Commencement Date as set out in his Contract. Customers agree to abide by the terms and conditions of the Contract in using the Services.

3.6. The Services provided by CUHK to Customers include mobile telecommunication service and value added services ("VAS"). Customers may apply for VAS at any time after his Service is successfully commenced. Different kinds of VAS are subject to different applicable Special Terms. Customers must observe the relevant applicable Special Terms to particular VAS as may pronounced by CUHK from time to time. No warranty or guarantee is given by

CUHK regarding the fitness for particular purpose or quality of any relevant VAS.

3.7. Customer agrees to pay the Charges associated with VAS and be abided by the relevant rules such as limit in airtime when using VAS. If call conference VAS is used, the originator of the conference call will be charged for the total airtime spent of all connected phone number lines in the call conference. If mobile data under VAS is used, Customer will be charged for the total volume of data used as recorded by CUHK.

3.8. Customer may apply for International Direct Dial ("IDD") and International Roaming Services ("IRS") at any time. Upon successful application and payment of relevant deposit, Customer can use IDD and IRS in the relevant countries or places where CUHK have signed a roaming agreement with the relevant telecommunications carriers. CUHK may change the Charges for IDD and IRS from time to time without notice. Customer may call our customer service hotline (852) 2122 1188 or visit our Website for the latest applicable Charges before using such services.

3.9. All services of CUHK which are charged on a daily basis will be calculated according to the Hong Kong time zone from 00:00 to 23:59 each day.

4. Cooling Off Period (Only applicable to Unsolicited Contract)

4.1. If a contract with CUHK is made when CUHK placed unsolicited visit to Customer's home ("Unsolicited Contract"), a cooling off period is applicable to the Unsolicited Contract. The cooling off period starts from the date of entering into the Contract and runs for seven (7) days. During the cooling off period, Customers may call CUHK's customer service hotline (852) 2122 1188 or visit any of CUHK's shops in Hong Kong to cancel the Unsolicited Contract. If any Unsolicited Contract is cancelled during the cooling off period, CUHK will not charge for the Services rendered. However, CUHK is entitled to charge reasonable and appropriate handling fee for cancellation of contract.

4.2. Customers agree that cooling off period shall cease to apply in the following circumstances:

- (a) Once Customer expressly agrees to waive the cooling off period completely upon signing of the Contract although the benefits of cooling off period is made known and no undue influence or inducement from CUHK is confirmed;
- (b) Once CUHK has commenced the provision of Services;
- (c) Any complimentary gifts or promotional items given by CUHK associated with Customer's ordering and using the Service have been collected by or delivered to the Customer; or
- (d) Three (3) days before the Customer's agreed and scheduled date of effecting Porting of mobile number.

5. SIM Card

5.1. When Customer enters into a Contract with CUHK and duly pays the Charges according to the terms of the Contract, CUHK will provide the SIM Card or relevant Device based on the intended or commenced Service provision. Unless otherwise agreed in writing or stipulated in the Contract, the SIM Cards, which are lent to Customers for use, are and remain the property of CUHK. Customers must not transfer, tamper with or alter the SIM Cards in any ways.

5.2. There is one Hong Kong mobile number assigned to each SIM Card provided by CUHK. Besides, Customers can be assigned with a Mainland mobile number according to the service selected by Customers. Application for Porting of mobile number is only applicable to Hong Kong mobile numbers and is not applicable to Mainland mobile numbers. The assigned Mainland mobile number is temporarily leased by CUHK to the Customer. If the Mainland mobile number is suspended or terminated for any reason, the Customer acknowledges and agrees to immediately give up the assigned Mainland mobile number which will be returned to CUHK.

5.3. If there is any damage to the SIM Card provided by CUHK out of normal ordinary use by Customer, CUHK may, at its sole discretion, repair or replace the SIM Card for Customer free of Charges. Upon expiration or sooner determination of the Contract with CUHK, Customer must, in accordance with the notification from CUHK, immediately return the SIM Card to CUHK and deliver it to the shop as directed by CUHK. However, Customers are required to pay CUHK the relevant repairing or replacement fee as set by CUHK from time to time under the following circumstances:

- (a) Customer fails to immediately return the SIM Card and deliver it to the shop as directed by CUHK in accordance with CUHK's notification; or
- (b) the damage of SIM Card is caused by the abuse, misuse, negligence or wilful act of Customer or any third party; or
- (c) the SIM Card is lost or stolen.

5.4. If the Customer's SIM Card is lost or stolen, Customer must forthwith inform CUHK the incident by calling our customer service hotline (852) 2122 1188 or personally visit any of CUHK's shops in Hong Kong. Furthermore, Customer has to submit within two (2) working days the written notification of incident and request for suspension of Services to CUHK in support. Unless and until the receipt of the aforesaid notification by CUHK from Customer, Customer shall remain fully responsible for all the Charges and costs incurred arising out of the lost or stolen SIM Card and in all circumstances, Customer has to bear and pay the Monthly Charges/Charges.

6. Security Deposit or Upfront Payment in Advance

6.1. At any time, Customer may be required to pay a security deposit or upfront payment in advance in order to enjoy the provision of Services or Device by CUHK. The amount of such security deposit and upfront payment in advance shall be determined by CUHK.

6.2. Without prejudice to any other rights or remedies of CUHK, CUHK is entitled to deduct the following from such security deposit or upfront payment in advance:

- (a) the outstanding Charges or amount which are due and payable by Customer under the Contract or under the terms of other contract signed with CUHK;
- (b) the loss or damages sustained by CUHK arising out of Customer's breach of the Contract or breach of the terms of other contract signed with CUHK.

6.3 Upon determination of this Contract and after setting off all the outstanding Charges or amount which are due and payable by Customer and/or the loss or damages sustained by CUHK arising out of Customer's breach of the Contract or breach of the terms of other contract signed with CUHK pursuant to clause 6.2 herein, the remaining balance of the

security deposit or upfront payment in advance (if any) will be refunded without interest to the Customer within reasonable time.

6.4 Customers understand and confirm that they may not be able to get back the paid security deposit or upfront payment in advance in the event CUHK undergoes winding up. Customers hereby agree to bear the risk associated with the payment of such security deposit or upfront payment in advance.

7. Charges and Payment

7.1. Customer agrees and undertakes to pay all Charges as set out in the Contract for the provision of Services and Device by CUHK, notwithstanding such Service and Device are used by Customer or other third party.

7.2. Upon entering into the Contract, Customer must pay CUHK the Monthly Charges for the first month, the purchase price of Device, the Charges associated with SIM Card (if applicable), or other advance payments etc. Unless otherwise stipulated in the Contract or it is a prepaid SIM card, CUHK will, starting from Service Commencement Date, issue a bill to Customer requesting for the payment of Monthly Charges for the current month and such other charges as required to be payable in advance, full Monthly Charges shall be paid even if usage is less than a month, and those Charges chargeable by usage for the preceding month. If it is possible, the bill will show those Charges chargeable by usage for the preceding month. However, sometimes those Charges may be shown in the bill of the subsequent months.

7.3. All the Charges are exclusive of any and all applicable taxes which include value added tax (if any) and surcharges as required under applicable law (if any). CUHK will separately request for settlement of these taxes under the invoice.

7.4. The bills of CUHK are in Hong Kong currency. Customers shall settle the amount as shown under the bill in Hong Kong currency, and must pay the billed amount in full or the total amount that the Customer owed under his Contract in full without set-off or deduction on or before the payment due date stated on the bill ("Due Date"). CUHK is entitled to charge interest on the overdue amount from the Customer at an interest rate of 2% per annum above the best lending rate of The Hongkong and Shanghai Banking Corporation Limited, or such highest interest rate as permitted under applicable law (apply the higher rate amongst the two) from the Due Date until full payment.

7.5. CUHK will send the bill by SMS to Customer's Hong Kong mobile number, or through electronic mail to the Customer's email account. Customer may log-in to his own web account to check the bill.

7.6. CUHK will use its best endeavour to ensure the accuracy of the bills issued to Customers. Unless there is sufficient proof that CUHK's records of billing are inaccurate, the bills and records of CUHK are evidence proving the accurate amount of Charges payable by Customers. If Customer considers that the Charges shown in the bill are incorrect and would like to raise an enquiry or objection, the Customer must notify CUHK within thirty (30) days from the date of issue of the bill. If Customer fails to give CUHK the aforesaid notice within time, the bill will be deemed to be accurate and accepted by the Customer. Unless otherwise stipulated in writing, this provision shall not relieve the responsibility of Customer to settle the bill on or before Due Date.

7.7. For the purpose of managing the usage of Services by Customer, CUHK is entitled to set a credit limit for each Customer and to alter the said credit limit according to circumstances. When Customer's Services usage reaches or exceeds his credit limit, CUHK will suspend the provision of Services to the Customer. However, in any event Customers shall be responsible for the settlement of the relevant Charges of Services usage exceeding his credit limited.

7.8. If there are more than one contract or other agreements made between the Customer and CUHK, CUHK is entitled to set off the outstanding Charges of the Customer under one contract against the remaining account balance of his other agreement; or to transfer the remaining account balance from one contract to another.

8. Customer's responsibilities

8.1. Customers should duly perform all his liabilities and responsibilities stipulated in this Contract.

8.2. Customer should provide documentary proof as required by CUHK to show that the information provided under the Contract is true and correct. If there is any change in the address or other information provided to CUHK, Customer should up-date the changes to CUHK as soon as possible as this may affect the provision of Services or mailing of bills or sending relevant notification to the Customer.

8.3. To ensure the receipt of bills sent by CUHK, Customers are required to constantly check the SMS of his mobile phone and his web account. If Customer does not receive the bill as described under Clause 7.5 hereof, please contact CUHK immediately.

8.4. Customers undertake to fully settle all Charges in relation to the provision of Services and Device, and all fees and charges imposed by the Government Authority in respect of the usage of Services at relevant places, including but not limited to all voice charges, applicable tax and duty, mobile services licence and administration fee, interest and such legal costs incurred by CUHK or its agent as a result of failure to settle overdue Charges or fee for Device by Customer.

8.5. Customers shall abide by the "Fair Usage Policy" as pronounced by CUHK at its Website from time to time, the applicable real-name registration regulations and the laws of Applicable Jurisdiction when using the Services or Devices provided by CUHK. The usage of the Services or Devices provided by CUHK by any person (no matter authorized by Customer or not) shall be treated as usage by the Customer and the Customer shall be fully liable for such usage.

8.6. For the convenient use of auto-service by Customer, each Customer will be assigned a personal password and a personal PIN. Customer must take all necessary measures to keep confidentiality and proper use of his personal password and PIN, and not to disclose to any other third party. Should any unauthorized use of personal password and PIN is discovered, Customer should inform CUHK immediately, otherwise Customer shall be liable for all the Charges arising from it until a request for suspension of Services from the Customer is received by CUHK. In any event, Customer is still required to pay the Monthly Charges/ Charges.

8.7. Customer shall ensure the compatibility of his Device and the Services provided by CUHK, and ensure the setting of such Device is in accordance with such notified by CUHK, the reasonable procedures and requirements of Applicable Jurisdiction.

- 8.8. Customer shall not, through any Services and Device provided by CUHK:
- (a) send or transmit any short messages, multi-media information, content or materials which are obscene, immoral, vulgar indecent, causing public anxiety, false, fraudulent, defamatory, discriminatory, intruding privacy, threatening, abusive, provoking, inducing racial hatred, or illegal;
 - (b) send or transmit any unsolicited commercial messages or content, or any content which infringes any intellectual property rights of other;
 - (c) act in a way that may constitute an encouragement of the commission of criminal offenses, intrusion of others' rights, fraud or violation of the laws of Applicable Jurisdiction;
 - (d) act in a way that may interrupt or damage, or intend to interrupt or damage the Network of CUHK or other third party;
 - (e) act in a way that may adversely affect the goodwill of CUHK.
- 8.9. Customers admit and agree that the intellectual property rights of the Services, the Device and Content belong to CUHK, the Third Party Provider or permittee of CUHK.
- 8.10. Customer shall not sub-sale, or distribute to any other third party in any way the Services and Device of CUHK, and shall not transfer or distribute any rights or obligations, in whole or in part, of Customer under this Contract.

9. Sale of Device

- 9.1. If Customers purchase Device from CUHK, Customers understand:
- (a) as the manufacturer of the Device provides maintenance service, CUHK will not be responsible for any damage or repair of Device which are sold by CUHK; and
 - (b) CUHK does not accept the return of Device by Customer, nor replacement by any other mobile device, or refund to the Customer.
- 9.2. If Customers select or use any mobile device provided by any other third party, Customers are responsible to ensure the compatibility of such device when use it for the Services provided by CUHK.
- 9.3. Unless otherwise stipulated in this Contract, Customer must make full payment for the purchase of the Device upon delivery of such Device.
- 9.4. If Customers place an order for Device, Customers are required to pay to CUHK a deposit the amount of which is determined by CUHK. Furthermore, Customer should visit the shop designated by CUHK to collect the Device and settle the outstanding balance of purchase price within fourteen (14) days from the date of notification by CUHK, failing of which CUHK has the right to treat it as a breach of Customer and all the deposit paid are forfeited to CUHK as liquidated damages.
- 9.5. The title and ownership of the Device remains with CUHK until the purchase price of the Device is fully paid by Customer. If the purchase price of Device is not fully settled, CUHK has the right to repossess such Device from Customer. Notwithstanding the above mentioned, the risk of Device is passed to Customer upon his collection of the Device.
- 9.6. Unless otherwise stipulated in this Contract, the manufacturer's warranty (if any) associated with the Device sold by CUHK is the sole warranty provided for the Device. As limited by the relevant legal stipulation, it excludes all other sales provisions, qualification, guarantee and representation. CUHK does not responsible for the repair of any faulty Device and does not guarantee that the Device is fit for any particular purpose or need of Customer.

9.7. The delivery or collection date and time of Device are an estimation only, and do not constitute the material terms of the Contract. If CUHK is unable to provide the Device to Customer, CUHK is entitled to cancel the order in whole or in part without any compensation to Customer.

10. Suspension or Termination of Service

10.1 CUHK may, without cause or any compensation, terminate this Contract or any part of the Service by giving not less than thirty (30) days' prior notice to Customer.

10.2 Customer may terminate this Contract or any part of the Service by giving not less than thirty (30) days' prior notice to CUHK by calling customer service hotline (852) 2122 1188 or personally visit CUHK shop in Hong Kong. However, Customer should comply with clauses 10.6 and 10.7 of this Contract (if applicable).

10.3 CUHK may, to use its best effort to inform Customer as far as possible, restrict, suspend, terminate or cancel this Contract or any part of the Service at any time under any of the following situation:

- (a) the Customer fails to pay any Charges or price of Device;
- (b) the Customer breaches this Contract or CUHK reasonably believe that the Customer has breached this Contract;
- (c) the Customers' Services usage volume or Charges exceeds the credit limit or usage limit specified by CUHK from time to time or do not conform with Fair Usage Policy;
- (d) the Customer file a petition for bankruptcy or is insolvent, or is unable to pay his debt, or makes any arrangement or composition with or assignment for the benefit of the creditors, or goes into liquidation, either voluntary (other than for reconstruction or amalgamation) or compulsory, or if a receiver or administrator (or the equivalent of any such person in the Applicable Jurisdiction) is appointed over such Customer's assets;
- (e) maintenance, repairing, testing, improving or upgrading by CUHK for the purpose of maintaining integrity, safety and up-to-date of Network;
- (f) for technical difficulties or commercial reason that CUHK cannot continue the provision of Services to Customers;
- (g) CUHK cannot continue the provision of Services to Customers due to the determination of services provided by Third Party Provider;
- (h) the court or Government Authority of the Applicable Jurisdiction rules that or CUHK reasonably believe that the Services provided by CUHK under the Contract are in breach of the laws, rules or regulations, or the laws of other Applicable Jurisdiction.

10.4 CUHK may, without notice to Customer, restrict, suspend, terminate or cancel this Contract or any part of the Services at any time under any of the following situation:

- (a) the Services are in breach of the laws, rules or regulations;
- (b) Modification, maintenance, upgrading or repairing the Network by CUHK under emergency situation;
- (c) the Customer or the other person (whether this person is authorized by the Customer or not) uses the SIM Card or the Services provided by CUHK for any improper or illegal purpose, or for any use which may constitute improper or illegal purpose, or to use or send any abusive language, threatening or obscene words, messages or content towards CUHK's staff or customers, or spread out any content that is not allowed to be sent under Clause 8.8,

or violate relevant applicable laws, rules or regulations;

10.5 Where CUHK suspends any part of Services according to Clauses 10.3(a), (b), (c), (d) or 10.4(c), Charges for the relevant Services will continue to accrue during the period of suspension until (1) CUHK terminated the provision of such Services or this Contract; or (2) the Customer cure the breach until CUHK reconnects the Services. CUHK reserves the right of charging for the reconnection fee against the Customers if reconnection is required.

10.6 Where either Customer according to Clause 10.2 or CUHK according to Clauses 10.3(a), (b), (c), (d) or 10.4(c) terminates this Contract or any part of the Services prior to the expiration of Minimum Contract Period, all the Rebates and discounts shall be cancelled forthwith for the remaining Minimum Contract Period. The Customer shall forthwith pay all the un-paid and overdue Charges as well as the following early termination fee:

(a) the total amount of Monthly Charges for the remaining Minimum Contract Period as liquidated damages (not as penalty); and

(b) the administrative fees of HK\$300 for early termination of the Contract. Only if the Customer cancels the contract during the applicable cooling-off period (if any) provided by CUHK, the said early termination fee will be exempted.

10.7 If Customers obtained certain immediate benefit in relation to any Services or Device associated with their entering into the Contract with CUHK, and terminated the Contract or any Services early before end of Minimum Contract Period, CUHK has the right to withdraw or cancel such benefit, or to deduct from any account of Customers a reasonable amount equivalent to the value of the benefit, or to claim against the Customers in respect of the benefit given.

11. Limitation of Liability

11.1 CUHK will use reasonable skill and care of a telecommunication service provider to provide the Services and will use all reasonable efforts to restore the Services in case of disconnection of Network. CUHK makes no express or implied warranties or undertakings under this Contract.

11.2 Customers agree and confirm that CUHK will not be held liable for the direct or indirect, incidental or associated loss or damages caused by the failure, interruption or delay of the provision of Services or Device under this Contract; or the direct and indirect loss or damages (including loss of profit or other losses notwithstanding such losses are arising from the negligence of CUHK, its employees, agents, subcontractors or Third Party Providers or not) caused by any incident.

11.3 CUHK is not liable to the Customer for failure to provide Services caused by the refusal or delay of Third Party Providers in providing service to CUHK and CUHK is unable to obtain replacement of such service at a reasonable cost; or if the disruption of Services is due to judicial or regulatory restrictions.

11.4 Customers agree and confirm that CUHK will not be held liable, no matter it is based on contract, tort, statute or other reasons (in each case including negligence), for any special, indirect or consequential loss or damages (including but not limited to profit revenue) in relation to this Contract or any of the Services provided under it, data loss or damage, or any loss or damages caused by the spread of virus.

11.5 CUHK's liability as to the direct loss or damages of Customers caused by CUHK, no

matter it is based on contract, tort, statute or other reasons, is limited to the extent as permitted by law to the direct damage to Customers' personal real estate or tangible assets, and the amount is limited to the sum of 12-month Monthly Charges paid by the Customers according to the Contract or the part of Services immediately before the loss or damage occurred, but the loss or damages arising out of personal injuries or death incidents are excepted.

12. Force Majeure

CUHK shall not be held responsible for any failure to provide the Services in accordance with this Contract due to or resulting from Force Majeure Events. Force Majeure Events include, but are not be limited to unpredictable, unforeseeable, irresistible event and any event beyond the control of CUHK, such as extremely adverse weather, flood, collapse, earthquake, storm, lightning, fire, subsidence, epidemic, act of terrorism, war (whether declared or not), riot, explosion, strike or industrial dispute, civil unrest, sabotage, government action or any behavior or event that beyond the reasonable control of the concerned Party. If any Force Majeure Event lasts for a continuous period of 30 days, either Party may terminate the Contract immediately by written notice to the other Party.

13. Personal Data

13.1 "Personal Data Privacy Policy" of CUHK is an integral part of this Contract. Customers may visit CUHK's shops in Hong Kong or visit our Website for an updated version.

13.2 CUHK will request Customers to provide their Personal Data for the provision of the Service. If Customer fails to provide his Personal Data, CUHK reserves the right to decline the provision of the Service.

13.3 Customers agree and understand that CUHK will use the collected Personal Data for the following purposes:

- (a) verifying Customers' personal data and identity;
- (b) processing Customers' service application, and providing Customers with CUHK's products, services, devices and reward, loyalty and privilege program(s);
- (c) handling Customers' instructions, requests and responding to Customers' inquiries, including but not limited to payment instructions and the provision of our services including direct debt and/or credit facilities as requested by Customers;
- (d) conducting survey and analysis to understand and evaluate or explore Customer's needs, credit limits, and payment status;
- (e) evaluating debt owed by Customers;
- (f) conducting credit checks and management, including debt recovery;
- (g) daily operation of products and services provision to Customers;
- (h) performing survey, research and analysis to improve and optimise CUHK's services and/or loyalty programs made available to Customers and Customers' experience;
- (i) designing other products and services and/or enhancing existing products and services offered by CUHK;
- (j) with Customers' consent, marketing products, services and other activities and matters to Customers (please refer to CUHK's Privacy Policy);
- (k) enabling CUHK to perform any obligations on interconnection or conform with

industry's other practices;

(l) complying with any disclosure requests from government or regulatory authorities of Applicable Jurisdictions and any disclosure requirements pursuant to applicable laws, rules, regulations or court orders;

(m) detection or prevention of crime; and

(n) any other purposes directly related or incidental to the above purposes.

13.4 Customers shall notify CUHK of any changes of Personal Data which may affect CUHK's provision of the Services to Customers. Upon reasonable request by CUHK, Customers must provide information about themselves and their use of Services to assist CUHK to:

(a) comply with the legal obligations under Applicable Jurisdiction;

(b) report to any Government Authority regarding the compliance of the above item (a) obligation; and

(c) assess whether Customers will observe or perform their obligations under this Contract.

13.5 For the provision of Service by CUHK, Customers authorize CUHK to disclose or transfer their Personal Data to CUHK's Affiliates, agents, contractors, other telecommunication network providers and Third Party Providers (including but not limited to collecting agents, credit reference agents, credit providers or financial institutions) within or outside Hong Kong.

13.6 Customers shall notify CUHK as soon as possible of any changes in their Personal Data (such as name or address) which may affect the provision of Service by CUHK to Customers, otherwise CUHK will assume the latest Personal Data provided by Customers as the up-to-date data.

14. Modification of the terms and conditions of Contract and Notice

14.1 CUHK is entitled to modify the terms and conditions and the Charges of this Contract unilaterally except otherwise stipulated under Clauses 14.2 and 14.3.

14.2 Where CUHK reasonably believe that the modification of terms and conditions or the increase in Charges (save and except the service charge of IDD and international roaming) will directly have a significant negative impact on the Customers, CUHK will give the Customers not less than thirty (30) days' prior notice of the modification by means of the forthcoming invoice, SMS (applicable to Customers who enjoy the Services without registration) or other appropriate methods.

14.3 Due to CUHK's,

(a) increase in the Monthly Charges stipulated in this Contract (excluding administrative fees, deposit, or payment in advance, or any exempted payment) or Charges charged by usage (excluding service charge of IDD and international roaming) exceeds 30% or HKD30 (whichever is higher), or

(b) modification of terms and conditions leads to a significant change to the quality of Service, Customers may cancel the relevant Service in issue without paying any early termination charge and any other cancellation fees by giving at least fifteen (15) days' prior notice to CUHK through calling customer service hotline (852) 2122 1188 or visiting any CUHK's shops in Hong Kong. This Contract is still applicable to the other Services which are not affected by such modification.

15. Notice from CUHK

All communications or announcements under this Contract, unless the laws of Applicable Jurisdiction require otherwise, CUHK may by means of letters, remarks in or attachments to billing invoices, SMS or voice messages sent to Customers' mobile numbers, announcements made in CUHK's Website or Hong Kong newspapers, or other methods as CUHK thinks fit, and are deemed to be properly served under the following situations:

- a) if deliver personally, upon successful delivery;
- b) if send by post, upon one working day after posting;
- c) if send through facsimile, voice message or electronic method, upon successful transmission to Customers; or
- d) if released through website or newspapers, upon the first day of release in Website or newspapers.

16. General

16.1 Customer shall not assign, transfer or in any other ways allocate any rights and obligations of this Contract in whole or in part to any third party without the prior written consent of CUHK.

16.2 CUHK is entitled, without prior notice to Customer, to

- (a) assign any rights and obligations of this Contract to any third party;
- (b) freely sell the accounts receivable under this Contract; and
- (c) entrust the provision of any part of a single item of Services or this Contract to CUHK's agents, contractors or Third Party Providers while CUHK remains liable to the act of its agents, contractors or Third Party Providers.

16.3 The provision of Services by CUHK may be governed by the laws and regulations of one or more Applicable Jurisdictions. If CUHK's provision of Service is ruled to be, or reasonably interpreted to be in violation of the laws of an Applicable Jurisdiction outside Hong Kong or any additional licence is required, CUHK is entitled to inform Customers the cancellation or determination of such Service immediately pursuant to Clauses 10 and 15 hereof. Customers must pay any and all Charges payable before cancellation or determination of the Services, but will not be liable to pay other fees. CUHK shall not be liable for any other loss or costs arising out of changes in laws or regulations which affect the provision of Services.

16.4 The rights and obligations of both Parties which by its nature are intended to sustain after Contract's expiration or termination, including but not limited to Clauses 7 to 13 and 16, will continue to survive after Contract's expiration or termination.

16.5 If a court of a competent jurisdiction holds for whatever reasons any provision of this Contract to be invalid or unenforceable, the relevant provision will be deemed severed from this Contract, and in any event will not affect the validity and enforceability of the remaining provisions.

16.6 Except otherwise stipulated in this Contract, any failure or delay of either Party in exercising its rights, power or privilege will not be operated as a waiver of such rights, power or privilege unless it is express in writing.

16.7 This Contract is governed and construed by the laws of Hong Kong. Any disputes arising from or relating to this Contract shall be submitted to the exclusive jurisdiction of the Courts of the Hong Kong.

17. Definition

17.1 In this Contract, the following terms mean:

CUHK, refers to China Unicom (Hong Kong) Operations Limited.

Customers, refers to the customer who is identified under the contract and enter into the contract.

Service(s), means any mobile telecommunication service(s), including but not limited to mobile voice, mobile data, value added services, or other services, provided by CUHK to Customer in accordance with the Contract.

Application Form, means the written telecommunication service application, or other non-written application for the provision of Service which is expressly agreed by CUHK.

Minimum Contract Period, means the minimum fixed commitment period for Service as specified in the Contract.

Service Commencement Date, means the date that the Service is made available to Customer, that is the formal effective date of the contract.

Network, means the telecommunication network owned or operated by CUHK in accordance with its Licence, including all facilities used in or in connection with that network and devices provided by CUHK to Customers.

Monthly Charge(s), means all the charges, the rates of which are specified by CUHK under the relevant Contract or CUHK's Website, payable monthly by Customer to CUHK for relevant Service provided.

Monthly Service Plan, means the monthly payment plan of service, with designated amount of usage and payable on monthly basis, chosen by Customer in his contract or automatically upgraded as agreed by Customer according to this Contract, or the change in the Monthly Service Plan as requested by Customer and agreed by CUHK.

Charges, means the various charges and fees payable by Customer to CUHK at relevant payment date in respect of the provision of the Service or Device by CUHK based on the rates as specified by CUHK in the Contract or pronounced or informed to Customer in CUHK's Website from time to time.

Mobile Data, means the data or information transmitted or received via Network or roaming partner's network which support data service.

Device, means mobile phone, other wireless devices, login apparatus or devices and accessories used in conjunction with the Service.

Rebate, means the rebate payments as specified in the Contract.

Content, means any data, information, images, graphics, video or audio content, applications, downloadable files or other multimedia content that can be accessed through using the Services.

IDD, means and includes different dialing methods of international dialing telephone service (including but not limited to direct dialing method).

Porting, the process which enables Customer to retain his existing mobile number when switching his Service subscription from other telecommunication operator to CUHK, or from CUHK to other telecommunication operator.

SIM Card, refers to the customer identity module card including USIM card.

Affiliate, means in relation to an entity, (a) any entity under the control of such entity, or (b)

any entity controlling such entity, or (c) any other entity under the control of a controlling entity under (b) hereof.

Personal Data, means any name, address, service provisioning information, service billing information or other "Personal Data" as defined in the Personal Data (Privacy) Ordinance (Laws of Hong Kong Cap.486).

Message, means SMS, graphic, email or data sent by electronic or other channels.

Third Party Provider, means any third party provider which provides information or Content service that can be accessible and used through the Service provided by CUHK.

Government Authority, means any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency, entity under Applicable Jurisdiction, including the Communications Authority of Hong Kong.

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

China, means the People's Republic of China, but for the applicable mobile service under this General Terms, excluding Hong Kong, Taiwan and Macau Special Administrative Region.

Licence, means a licence issued by Government Authority to CUHK from time to time authorizing its provision of Services.

Business Day, means any day other than Sunday or public holiday of Hong Kong.

Applicable Jurisdiction, in relation to any service or act, it refers to the local laws and regulations applicable to the place where the service is provided, an act is taken or omitted.

Website, means CUHK's website www.cuniq.com and the updated website changed from time to time.

17.2 Headings are inserted for ease of reference only and do not affect the interpretation of this Contract.

17.3 Unless the context other requires, the singular includes plural, the masculine gender includes the feminine and neuter genders and vice versa.

(In case of any discrepancies between the English and Chinese versions of this Contract, the Chinese version shall prevail.)