



## GENERAL TERMS AND CONDITIONS of Flex-Mobile SIM Card

### 1. DEFINITIONS

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

“Agreement” means these General Terms and Conditions and any other terms and conditions set out in a Voucher, User Guide or leaflet relating to the provision of Mobile Services.

“Applicable Law” in relation to any person, action or thing means:

- (a) any law, rule or regulation of Hong Kong or any country (or political subdivision of the country) which is applicable to a party;
- (b) any obligation under any licence held by SUN Mobile in Hong Kong or any country (or political subdivision of the country);
- (c) any lawful determination, decision, direction, guideline, statement or code of practice in Hong Kong or any country (or political subdivision of the country) which is applicable to a party; or
- (d) any applicable international convention or agreement.

“Cardholder Certificate” is a certificate which certifies that the person possessing the certificate has purchased the corresponding Flex-Mobile SIM Card and is the holder of the allocated mobile number.

“Charges” means all charges relating to the provision of the Mobile Service by SUN Mobile to you including Mobile Service Licence and Administration Fee, any charges relating to connection, voice airtime, Mobile Data usage, international direct dial call charges, call forwarding, roaming, registration, content, replacement, flagfall, monthly service, VAS, cancellation, reconnection, thereafter charges and any other surcharge, charge, rate or fee (including amounts billed by SUN Mobile for and on behalf of a third party) as may be specified by SUN Mobile from time to time on SUN Mobile’s website [www.sunmobile.com.hk](http://www.sunmobile.com.hk) or any other method as described in clause 11.1 of this Agreement and “Charged” has a corresponding meaning.

“Flex-Mobile SIM Card” means the prepaid service as may be specified by SUN Mobile from time to time.

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“Hotline” means SUN Mobile’s 24 hour telephone service hotline, 7288 3388 or such other telephone number as specified by SUN Mobile from time to time.

“IDD” means international direct dial service.

“Information Service” means a news, information, finance, game, music, graphic, download or other service of a content or data nature made available by SUN Mobile to you from time to time.

“Mobile Data” means any data or information transmitted to or received from SUN Mobile’s network and/or roaming partner network for data services.



“Mobile Equipment” means a mobile radio telephone, other wireless device, access device or equipment to be used with a Mobile Service and includes a wireless or access device accessory.

“Mobile Service” means a mobile radio telephone service and Mobile Data service which can be accessed through using a Flex-Mobile SIM Card and any other service (whether a mobile radio telephone service or not) supplied to you from time to time and includes a VAS.

“Mobile Service Licence and Administration Fee” means all fees payable from time to time to the Hong Kong Government and other third parties including Operators, tunnel operators and railway companies and other administrative costs in connection with the use of the Mobile Services and, where applicable, the Mobile Equipment in the manner specified by us from time to time “Operator” means a person holding a valid and operational unified carrier licence, mobile carrier licence, fixed carrier licence, fixed telecommunications network services licence, public radio communication service licence, services-based operator licence or mobile virtual network operator licence in Hong Kong, other than SUN Mobile.

“Outlet” means the outlets as specified by SUN Mobile from time to time or the service outlets of SUN Mobile’s distributors, which are located in Hong Kong and are approved by SUN Mobile.

“PDPO” means the Hong Kong Personal Data (Privacy) Ordinance (Cap.486).

“Personal Data” has the meaning set out in the PDPO and includes, without limitation, your name and contact details (including telephone number, residential address and email address).

“PIN” means the personal identification number attached to a Flex-Mobile SIM Card.

“Port” means the process which enables you to retain your allocated Mobile number when changing your subscription for Mobile Services from SUN Mobile to an Operator or a virtual mobile network operator or vice versa and “Ported” has a corresponding meaning.

“Roaming Service” means the Mobile Service supplied by SUN Mobile which allows you to use your Mobile Equipment, mobile number and Flex-Mobile SIM Card (provided it is equipped with the roaming function) to make and receive calls or use any other services as may be provided by SUN Mobile (or third parties on behalf of SUN Mobile) from time to time outside Hong Kong and have the cost of the calls or services deducted from the balance of your existing Flex-Mobile SIM Card credit.

“Recharge” means a service which allows you to add credit to your Flex-Mobile SIM Card. You may recharge your Flex-Mobile SIM Card by:

- (a) Recharge Voucher;
- (b) Credit Card; or

(c) any other method as specified by SUN Mobile from time to time.



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

"SMS" means the service which allows a short text message or an Information Service (if such transmission functionality is available) to be transmitted between persons using SUN Mobile's network or SUN Mobile's and an Operator's network.

"SUN Mobile" means SUN Mobile Limited.

"VAS" means a value added service as offered by SUN Mobile from time to time on such additional terms and conditions as maybe specified by SUN Mobile and includes Roaming Service, international direct dial, any other roaming service, news, information, finance, bill payment, online commerce transaction, game, sport, music, graphic, download, or other content service, a multi-media service, a SMS, video call and different basic system features available by SUN Mobile to you from time to time.

"Recharge Voucher" means the recharge method which allows you to recharge your Flex-Mobile SIM Card by purchasing a recharge voucher (in physical or electronic form) from a SUN Mobile shop, or distribution channel authorised or designated by SUN Mobile, and calling the Hotline to activate the voucher and add credit to your Flex-Mobile SIM Card.

"You" or "you" means the person who purchases the Flex-Mobile SIM Card and holds the Cardholder Certificate.

## **2. MOBILE EQUIPMENT**

2.1 You must only use your Flex-Mobile SIM Card with a Mobile Equipment which is:

- (a) of a type approved by the Office of the Communications Authority;
- (b) appropriate for the Flex-Mobile SIM Card; and
- (c) able to be connected to SUN Mobile's mobile network.

2.2 In providing the Mobile Services, SUN Mobile is not responsible for the operation of any Mobile Equipment or any other You-supplied or third party equipment or applications connected to the Mobile Services.

2.3 You must not change any charge setting on your Mobile Equipment or Flex-Mobile SIM Card and such a change may cause the Mobile Equipment or Flex-Mobile SIM Card to malfunction. SUN Mobile will not be liable for any loss or damage suffered by You or another person due to a change to the charge setting of Your Mobile Equipment or Flex-Mobile SIM Card.

## **3. MOBILE SERVICES**

3.1 Unless earlier terminated in accordance with this Agreement, this Agreement commences when the Flex-Mobile SIM Card is purchased by You and expires (whichever is the later):

- (a) the number of days as set out on the Flex-Mobile SIM Card's packaging after activation of the Flex-Mobile SIM Card or such other period as specified by SUN Mobile from time to time; or
- (b) the number of days as set out on the Flex-Mobile SIM Card's leaflet and Tariff (or such other period as



specified by SUN Mobile from time to time) after credit is added to your Flex-Mobile SIM Card (as calculated in accordance with clause 3.11) if the Flex-Mobile SIM Card is Recharged in accordance with this clause 3 and provided you recharge your Flex-Mobile SIM Card by at least the minimum amount as specified by SUN Mobile from time to time on each Recharge occasion, unless earlier terminated in accordance with this Agreement.

3.2 The mobile number allocated to you is unique to your Flex-Mobile SIM Card. You cannot change the mobile number and if the Flex-Mobile SIM Card expires or is terminated in accordance with this Agreement, you will no longer have access to the allocated mobile number.

3.3 SUN Mobile will issue a Cardholder Certificate to you at the time of purchase of the Flex-Mobile SIM Card.

3.4 SUN Mobile will use its reasonable endeavours to provide the Mobile Services to you. However, given the nature of telecommunication systems (including our service's reliance on systems and services that we do not own or control) we cannot promise that our Mobile Services will be continuous or fault free.

3.5 The Flex-Mobile SIM Card, Recharge amount and any unused credit of a Flex-Mobile SIM Card:  
(a) cannot be exchanged, transferred or refunded unless the Flex-Mobile SIM Card or Voucher is found faulty or damaged before use; and  
(b) is not redeemable for cash, services or other goods,  
at any time, including after the expiry or termination of this Agreement.

3.6 SUN Mobile is not liable for any lost or stolen Flex-Mobile SIM Card. You are responsible for all Charges connected with the lost or stolen Mobile Equipment and any Unused credit on a lost or stolen Flex-Mobile SIM Card is not refundable by Sun Mobile.

3.7 A Flex-Mobile SIM Card allows you to, within Hong Kong:  
(a) make and receive local calls to or from fixed and Mobile Services;  
(b) make international calls using the 001 or 1718 prefixes or receive international calls;  
(c) access and use VAS, provided you use a Mobile Equipment which allows access to VAS; and  
(d) make roaming calls (with the exception that your Flex-Mobile SIM Card do not equipped with Roaming Service).

3.8 A Flex-Mobile SIM Card cannot be used to:  
(a) make calls to live chat numbers, some short code numbers (except those specified by SUN Mobile) and such other numbers as specified by SUN Mobile from time to time;  
(b) forward calls to overseas numbers or some chargeable numbers (e.g. 173 or 900 prefix numbers); or  
(c) receive international operator assisted calls (e.g. collect calls).

3.9 You may Recharge your Flex-Mobile SIM Card in amounts as determined by SUN Mobile from time to time. SUN Mobile may set a maximum limit on the amount that the Flex-Mobile SIM Card can store from



time to time.

3.10 Credit will be topped up to your Flex-Mobile SIM Card immediately when you use a Recharge Voucher or Recharge at our shop or via online by credit card; or such other time when using other means for Recharge as advised by SUN Mobile from time to time.

3.11 SUN Mobile may debit a Recharge amount from your Flex-Mobile SIM Card if:

- (a) the wrong Flex-Mobile SIM Card has been Recharged;
  - (b) the Flex-Mobile SIM Card has been fraudulently Recharged;
  - (c) the Flex-Mobile SIM Card has expired or been terminated; or
  - (d) there is a legitimate reason for SUN Mobile to debit the Recharge amount,
- however SUN Mobile will not be liable for any loss or damage suffered by you or any other person due to the debiting of any Recharge amount from a Flex-Mobile SIM Card.

3.12 If your Flex-Mobile SIM Card is equipped with roaming function, you must have a balance of at least HK\$12.50 credit in your Flex-Mobile SIM Card when used outside of Hong Kong.

3.13 Three consecutive failed attempts to enter a PIN will permanently block your use of the Flex-Mobile SIM Card. SUN Mobile will not be liable for any loss or damage suffered by you or any other person arising from such failure.

3.14 You are solely responsible for safeguarding your Flex-Mobile SIM Card, Voucher, Cardholder Certificate and PIN.

3.15 SUN Mobile reserves the right to modify or withdraw the Flex-Mobile SIM Card service including the use of Voucher, Cardholder Certificate and PIN, in whole or in part, at any time.

3.16 You acknowledge and agree that:

- (a) the Mobile Equipment and/or Mobile Service provided by SUN Mobile to you under this Agreement are for the personal and private use only;
- (b) SUN Mobile does not provide directory entries or directory services for a Mobile Service;
- (c) SUN Mobile may at any time do all such things to the features of a Mobile Service or the pre-programmed data of the Flex-Mobile SIM Card to ensure the quality of a Mobile Service;
- (d) You must not use or allow a Mobile Service or the Flex-Mobile SIM Card to be used for any purpose other than that for which it is subscribed;
- (e) You do not acquire any rights whatsoever in any mobile number provided by SUN Mobile and SUN Mobile may modify, withdraw, change or reallocate any number provided to you;
- (f) when you provide information to SUN Mobile, the information must be complete, true and up-to-date in all respects;
- (g) You must abide by the Applicable Laws;
- (h) You must promptly comply with all notices, instructions or directions given by SUN Mobile in respect of the installation, use or operation of the Mobile Services;



(i) You must not, and must not attempt to, hack, break into, access or by other unauthorised means use, any part of a Mobile Service, SUN Mobile data areas or servers for which you have not been authorised by SUN Mobile;

(j) You must not tamper, copy, modify or in some other ways seek to alter, or allow any other person to tamper, copy, modify or seek to alter, the Flex-Mobile SIM Card;

(k) You must not use the Mobile Service in:

(i) any unlawful, fraudulent, improper, unauthorised, harassing, discriminatory, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable manner;

(ii) a way to encourage conduct that could constitute a criminal offence, give rise to civil liability or otherwise violate any Applicable Law or regulation;

(iii) a way to infringe any third party's intellectual property rights; or

(iv) a way that may be harmful or detrimental to SUN Mobile or its reputation; and

(l) SUN Mobile is not responsible for any acts or omissions arising from your use of the Mobile Service, including those more particularly described in clause 3.17(k).

3.17 You may Port in your mobile number from an Operator to SUN Mobile for Mobile Services using a Flex-Mobile SIM Card provided that You comply with SUN Mobile's policies and procedures with respect to such a service.

#### **4. SIM CARD**

4.1 SUN Mobile may in its sole discretion replace free of charge for you any Flex-Mobile SIM Card damaged due to normal wear and tear. SUN Mobile will charge you a replacement fee for a Flex-Mobile SIM Card:

(a) damaged due to misuse, negligence or willful damage on your part; or

(b) lost by, or stolen from you.

4.2 You must contact us to arrange your Mobile Service to be suspended if your Flex-Mobile SIM Card or Mobile Equipment has been stolen from you.

4.3 You are responsible for all Charges connected with the Flex-Mobile SIM Card until SUN Mobile disconnects all Mobile Services to your lost Flex-Mobile SIM Card.

4.4 Following your report of the lost Flex-Mobile SIM Card in accordance with clause 4.2, you may take your Cardholder Certificate to any designated SUN Mobile shops to replace for a Flex-Mobile SIM Card. SUN Mobile will charge you for the replacement of the Flex-Mobile SIM Card at SUN Mobile's prevailing replacement fee. The replacement Flex-Mobile SIM Card will have the same balance as the lost Flex-Mobile SIM Card at the time it was disconnected by SUN Mobile. Please visit [www.sunmobile.com.hk](http://www.sunmobile.com.hk) or call 7288 3388 for details on the designated SUN Mobile Shops.

#### **5. MOBILE ROAMING SERVICE**

5.1 The Flex-Mobile Roaming Service is available in country or place where SUN Mobile has a roaming arrangement with the local telecommunications network operator which supports Flex-Mobile Roaming



Service.

5.2 SUN Mobile does not warrant the suitability or quality of any roaming service used by you.

## **6. INFORMATION SERVICES**

6.1 SUN Mobile may make an Information Service available to you, provided you:

- (a) use a Mobile Equipment which is capable of receiving the Information Service; and
- (b) satisfies the eligibility requirements for the Information Service (if any) specified by SUN Mobile from time to time.

6.2 The rules, terms and conditions and eligibility requirements may vary according to the particular Information Service and will be available from SUN Mobile from time to time.

6.3 SUN Mobile may withdraw, or vary the terms of, any or all of its Information Services at any time without notice.

6.4 By accessing or using Information Service, the Customer acknowledges and agrees that:

- (a) SUN Mobile makes no warranty of any kind in relation to the Information Service or any third party content or information provided to it;
- (b) SUN Mobile is not responsible for the accuracy, completeness, usefulness or timeliness of an Information Service;
- (c) any views expressed are not necessarily those of SUN Mobile;
- (d) Information Services are made available for your personal use and you must not provide such Information Services or any information derived from such Information Services, to any other person;
- (e) information received from the Information Services is for reference only and is not intended for trading or any other purpose; and
- (f) you release SUN Mobile from all liability in connection with any Information Service, including for any failure to provide the Information Service or loss suffered from using the Information Service.

## **7.SMS**

7.1 You are prohibited from sending unsolicited promotional SMS to any other person except in accordance with this clause.

7.2 You agree that if you intend to send a SMS of a promotional or similar nature to another person then you must obtain the express consent of the recipient to receive the promotional SMS prior to sending the SMS to that recipient. If required by SUN Mobile, you must produce the express consent received from the recipient.

7.3 If SUN Mobile receives a complaint from a recipient about you sending unsolicited SMS, then SUN Mobile may (in any order):

- (a) notify you verbally or in writing of the complaint received;
- (b) require you to respond to the complaint received and you must respond to SUN Mobile within three

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working days of receiving a notification; and/or

(c) block you from sending SMS or suspend your Mobile Service until the matter has been resolved.

## **8.CHARGES**

8.1 You agree that SUN Mobile shall be entitled to deduct the Mobile Service Licence and Administration Fee from the Flex-Mobile SIM Card. The Mobile Service Licence and Administration Fees charged on a recurring basis and, unless otherwise specified by SUN Mobile, no apportionment, waiver, refund, deduction or set off whatsoever shall be applicable to the Mobile Service Licence and Administration Fee.

8.2 The credit that remains with the Flex-Mobile SIM Card after recharge shall be deducted according to the following order:

(a) Mobile Service Licence and Administration Fee; and

(b) any usage.

In the event the remaining value of the Flex-Mobile SIM Card after recharge equals to the Mobile Service Licence and Administration Fee, the validity of the Flex-Mobile SIM Card will be extended in accordance with clause 3.1(b) but further recharge will be necessary before putting the Flex-Mobile SIM Card in use. If the remaining value of the Flex-Mobile SIM Card after recharge is less than the Mobile Service Licence and Administration Fee, Mobile Service Licence and Administration Fee will not be deducted and the validity of the Flex-Mobile SIM Card will not be extended until and unless further recharge(s) is made prior to the expiry of the Flex-Mobile SIM Card.

8.3 You agree SUN Mobile will deduct the Charges relating to a Mobile Service from your Flex-Mobile SIM Card when the Charge is incurred. Charge rates are available from the Hotline, Flex-Mobile SIM Card authorised distribution channels, or at SUN Mobile's website [www.sunmobile.com.hk](http://www.sunmobile.com.hk). SUN Mobile may vary or adjust the rate of the Charges, or add new Charges as it sees fit.

8.4 Calls made using the Flex-Mobile SIM Card will be Charged in the following manners:

(a) local calls will be Charged and calculated on a per minute basis;

(b) IDD calls (if applicable) will be Charged on a 6-seconds increment basis for both the IDD usage airtime and the local usage airtime, the rate of the IDD call Charge and the local airtime rate are subject to change from time to time and may include a peak and off-peak rate and the IDD call Charge will be rounded to the nearest 1 cent mark (for the avoidance of doubt any amounts 0.5 cents or above will be rounded up to the nearest 1 cent mark);

(c) VAS will be Charged in accordance with SUN Mobile's prevailing rate from time to time;

(d) for Flex-Mobile SIM Cards which are equipped with the roaming function, when you uses the Flex-Mobile Roaming Service, the Charge unit will be on a 30-second increment basis (even if you uses the Flex-Mobile Roaming Service for less than 30 seconds). Charges will be deducted from your Flex-Mobile SIM Card when you answers the call made by the system to place the call, irrespective of whether the person being called is successfully connected or not;

(e) the 'All Calls Forwarding' service (a service which allows your calls to be forwarded to another telephone number) will be Charged at SUN Mobile's prevailing rates and you will be liable for all Charges incurred as a result of activating this service;





(f) if you sends the same SMS to more than one party at the same time, you will be Charged for sending the SMS to each recipient; and

(g) in addition to any other relevant Charges, if you accesses a VAS, you will be Charged airtime for the amount of time spent using the service.

8.5 Enquiries or disputes concerning any Charge or expiry date of a Flex-Mobile SIM Card must be made to SUN Mobile within one month of the date the Charge was incurred or Recharge was made. If any Charge or expiry date is not queried within a month of the date the Charge was incurred or Recharge was made, then the Charge or expiry date as determined by SUN Mobile is deemed correct and accepted by you.

8.6 In the event of any dispute between SUN Mobile and you relating to any Charges deducted by SUN Mobile or any other matter, the books and records of SUN Mobile are conclusive evidence of all such Charges incurred by you or any other transaction or matter raised by you.

8.7 Unless loss of a Flex-Mobile SIM Card is reported to Sun-Mobile with clause 4.3, you will be liable for all Charges for the Mobile Services provided to you, whether or not used by you, or another person with or without your knowledge or consent and irrespective of whether the transmission of the call, SMS or other Mobile Service was successful.

8.8 You acknowledge that any amounts Flex-Mobile in connection with your Flex-Mobile SIM Card or Recharge service are at your risk and in the event that SUN Mobile goes into liquidation, any prepayment may not be reimbursed to You.

## **9.TERMINATION AND SUSPENSION**

9.1 SUN Mobile may terminate this Agreement immediately or temporarily suspend provision of a Mobile Service at any time if:

(a) You breaches, or SUN Mobile reasonably believes the You are likely to breach, any of the terms and conditions of this Agreement;

(b) You or any other person uses the Mobile Equipment or Mobile Service in contravention of clause 3.17 or for any illegal or improper purpose;

(c) You have successfully Ported your mobile number to an Operator;

(d) any of the telecommunications or other licences held by SUN Mobile are terminated, revoked, expired or not renewed;

(e) SUN Mobile reasonably believes it is necessary to suspend provision of a Mobile Service to:

(i) comply with an order, instruction, determination or direction of a government or regulatory authority;

(ii) carry out emergency or scheduled maintenance, repair or upgrading of a Mobile Service, any equipment, facility or any part of SUN Mobile's network;

(iii) reduce or prevent fraud or interference with a Mobile Service; or

(iv) resolve a complaint as described in clause 6.3; or

(f) SUN Mobile ceases to provide any of the Mobile Services.



9.2 The exercise of SUN Mobile's right to suspend the provision of or terminate a Mobile Service under this clause 8 does not affect any of SUN Mobile's existing rights, or claims or other remedies available to SUN Mobile and suspension of a Mobile Service does not constitute a waiver of SUN Mobile's right to later terminate this Agreement.

9.3 In the event that this Agreement expires in accordance with clause 3.1, SUN Mobile may within 30 days of the expiration date and following your request, but subject to SUN Mobile's sole discretion and payment by you of all outstanding and new Charges, agree to provide a Mobile Service to you and the previous Mobile Number held by You (if available) on such new terms and conditions as agreed by the parties. You must pay the replacement fee for the replacement Prepaid SIM Card.

#### **10.LIMITATION OF LIABILITY AND INDEMNITY**

10.1 To the extent permitted by law, SUN Mobile excludes all liability or responsibility for any cost, claim, damage or loss to You or to any person whether direct or indirect of any kind including revenue, loss or profits or any consequential loss in contract, tort, under any statute or otherwise (including negligence) arising out of or in any way related to this Agreement (including any loss to You arising from the suspension of a Mobile Service).

10.2 The liability of SUN Mobile to You under or in connection with this Agreement which is not excluded by clause 10.1, whether based on contract, tort (including negligence), statute, breach of warranty or any other legal or equitable ground is limited to the sum of the value of the Flex-Mobile SIM Card and Recharge paid by You:

- (a) in the 12 month period prior to the accrual of such liability; or
- (b) for the period that this Agreement has been in force prior to the accrual of such liability, if the period is less than 12 months.

10.3 SUN Mobile will not be liable to You or any other person for any loss or damage resulting from a delay or failure to perform this Agreement either in whole or in part where such delay or failure is due to causes beyond SUN Mobile's reasonable control, or which is not occasioned by its fault or negligence, including acts or omissions of third parties (including telecommunications network operators, Information Service content providers and equipment suppliers), shortage of components, war, the threat of imminent war, riots or other acts of civil disobedience, insurrection, acts of God, restraints imposed by governments or any other supranational legal authority, industrial or trade disputes, fires, explosions, storms, floods, lightning, earthquakes and other natural calamities.

10.4 You indemnifies SUN Mobile from and against all claims, actions, proceedings or demands in respect of loss or damage of any kind (whether to person or property) incurred by SUN Mobile arising out of or in connection with a breach of this Agreement by You or relating to the use or attempted use by any person (including You) of a Mobile Service, a Flex-Mobile SIM Card or a Mobile Equipment connected to a Mobile Service.



## **11. USE OF PERSONAL DATA**

11.1 SUN Mobile collects, processes, discloses, retains or uses Personal Data of You in accordance with our Privacy Statement which can be found at

[http://www.sunmobile.com.hk/r/cms/www/red/files\\_eng/privacy\\_eng\\_20160106.pdf](http://www.sunmobile.com.hk/r/cms/www/red/files_eng/privacy_eng_20160106.pdf).

11.2 If SUN Mobile requests Personal Data of You, You may refuse to provide the Personal Data. However, SUN Mobile may decline to provide the Mobile Service to You.

11.3 You will, as soon as possible, tell SUN Mobile of any change of address or any other particulars provided to SUN Mobile which may affect the provision of Mobile Service to You by SUN Mobile.

## **12. GENERAL**

12.1 SUN Mobile may at any time vary any of the terms and conditions of this Agreement by giving written or electronic notice to the You to that effect. For the avoidance of doubt, notice or other communication may be given by SUN Mobile to You in the form of a statement on SUN Mobile's website [www.sunmobile.com.hk](http://www.sunmobile.com.hk), pamphlet available at a SUN Mobile Flex-Mobile SIM Card authorised distribution channel, message on a Mobile Equipment screen, advertisement placed in a Hong Kong daily newspaper or any other method as determined as adequate by SUN Mobile. Such notice or communication will be deemed to have been received by You:

- (a) in the case of a notice or communication sent by electronic means, immediately after being transmitted by SUN Mobile or posted on SUN Mobile's website [www.sunmobile.com.hk](http://www.sunmobile.com.hk); and
- (b) in the case of a newspaper advertisement or pamphlet, when the first edition of the newspaper is available for purchase or when the notice is available in the authorised distribution channel.

12.2 You must not assign or otherwise dispose of any of its rights or obligations under this Agreement (including the Mobile number allocated by SUN Mobile to You) to any other party without the prior written consent of SUN Mobile. SUN Mobile may assign any or all of its rights or obligations under this Agreement to any third party at any time without Your consent.

12.3 This Agreement will be construed in accordance with the laws of Hong Kong and the parties must submit to the exclusive jurisdiction of the courts of Hong Kong in the event of a dispute.

12.4 Neither a failure or delay to, nor a single or partial, exercise of any right, power or remedy under this Agreement, by either party will operate as a waiver. Unless expressly stated, the rights, powers and remedies provided under this Agreement are cumulative and are not exclusive of any rights, powers or remedies by law.

12.5 If any clause or any part of any clause of this Agreement is held by a court to be illegal, invalid or unenforceable, then that clause or part of a clause is severed from this Agreement, however the remainder of this Agreement has full force and effect.

12.6 This Agreement supersedes all prior agreements, arrangements and undertakings between the



parties and constitutes the entire agreement between the parties relating to the subject matter.

12.7 You declare that he is 18 years old or over.

12.8 You warrants that you have not relied on any representations or warranties made by SUN Mobile other than those contained in this Agreement.

12.9 All amounts specified in this Agreement or in any materials in connection with the Mobile Service are in Hong Kong dollars.

12.10 Save for SUN Mobile's affiliates, subsidiaries and holding companies, no other person or entity who is not a party to this Agreement has any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any terms and conditions and/ or benefit of this Agreement.

### **13.INTERPRETATION**

13.1 Unless the contrary intention appears, a reference in this Agreement to:

- (a) a document (including this Agreement) includes any variation or replacement of it;
- (b) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any government agency;
- (c) the singular includes the plural and vice versa;
- (d) Hong Kong dollars, dollars, HK\$, HKD or \$ is a reference to the lawful currency of Hong Kong;
- (e) the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (f) words which are gender neutral or gender specific include each gender;
- (g) a third person or a third party is a reference to a person who is not a party to this Agreement; and
- (h) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning.

13.2 Headings are for convenience only and do not affect the interpretation of this Agreement.