

Term of Use

Term of Use

1. YOUR AGREEMENT WITH CHINA MOBILE INTERNATIONAL LIMITED

1.1 Definition. CMLink Single Card Multiple Number Service (the “Product”) is a service provided by China Mobile International Limited (“CMI”) designated to provide Mobile-Terminated voice call forwarding service and/or Mobile-terminated SMS forwarding service of a CMCC and/or a CMHK mobile number to the CMLink number of the customers of CMLink and operated by CMI; “you” or “your” means you, the registered holder of the User Account (as described in paragraph 7.1) and licensee under these Terms.

1.2 The Product, including any improvements, modifications, enhancements, fixes, updates, upgrades and future versions thereto (“Updates”) and whether made available for free or for a fee, is licensed (not sold) to you by CMI. You acknowledge and agree that, for compliance reasons, there may be limitations on access to some networks and web sites via the Product. You acknowledge and agree that, for national laws reasons, CMI may only provide partial services of the Product in some countries.

1.3 Any of the Product related products, that you pay for (including products or features which are available for free on a trial basis only) (“Paid For Products”) are provided to you by CMI.

1.4 Your agreement with CMI is made up of the terms and conditions set out in this document, together with any fair usage policies, privacy policy described in this document (collectively the “Terms”). To the extent of any inconsistency among the fair usage policies, privacy policy and this document, this document shall take precedence.

2. PRODUCT INFORMATION

2.1 Product Description

- (a) You can link your existing active CMCC and/or CMHK mobile number and/or apply for a new CMCC and/or CMHK number on website to a CMLink number.
- (b) Only one CMCC and one CMHK number can be linked to a CMLink number at any one point in time.
- (c) Your CMCC and/or CMHK number must be switched off for the voice call and/or SMS to be forwarded to the linked CMLink number.
- (d) The new CMCC and/or CMHK number applied on website do not have physical SIMs, mobile data service nor the ability to make outgoing calls and SMS.
- (e) The forwarded voice call and/or SMS service of the subscribed Product is subject to the Mobile-Terminated voice call / SMS service status of your CMLink number.

2.2 Eligibility: You are eligible to subscribe the Product if you are an active subscriber of the CMLink service.

2.3 Application: Your application for the Product is subject to Paragraph 2.1 and our acceptance at our absolute discretion. You will need to upload the front and back of your ID and record a 6-second video holding the ID.

2.4 To link your existing CMCC or subscribe to a new CMCC number, one of the following valid identity documents must be provided for authentication:

- (a) Home Visit Permit for Hong Kong and Macao Residents;
- (b) Taiwan Compatriot Permit; or
- (c) Passport of any nationality.

2.5 To link your existing CMHK or subscribe to a new CMHK number, one of the following valid identity documents must be provided for authentication:

- (a) Hong Kong Identity Card; or
- (b) Passport of any nationality.

2.6 Automatic Renewal: Unless you terminate the Product, the Product will renew automatically for successive periods of 1 month each.

2.7 Fees and Billing:

- (a) A monthly subscription fee applies for each associated number will be charged when the Product is activated. CMI reserves the right to modify the monthly subscription fee from time to time.
- (b) Upon commencement of the Product, the subscription fee for each CMCC and/or CMHK number will be charged for a full month that is independent of the bill cycle of your other subscribed mobile plans.
- (c) The subscription fee is not pro-ratable and no refund will be provided for the termination of the Product within the subscribed month.

2.8 Termination:

- (a) If your CMLink number is terminated, the subscribed Product will also be terminated automatically.
- (b) In the event the Product is terminated, not in relation to Paragraph 2.8 (a), a linked CMCC or CMHK number which was applied from website will also be terminated and will not be available for reconnection thereafter.
- (c) We reserve the right to discontinue the Product at any time at our discretion without notice.

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2.9 Reconnection of Services after Termination: If you submit a new subscription request, a new non-prorated monthly subscription charge will apply for each associated number.

3. ACCEPTANCE OF THE TERMS

3.1 In order to download and/or use the Product you must first accept these Terms. These Terms are accepted by you:

(a) when you click to accept or agree the Terms; or

(b) when you download and/or use the Product, we advise you to print a copy of these Terms for your records. These Terms remain effective from the date of acceptance until terminated by you or CMI in accordance with paragraph 11.

3.2 You cannot accept these Terms if:

(a) you are not lawfully entitled to use the Product in the country in which you are located or resident or

(b) if you are not of legal age to form an adding agreement with CMI.

3.3 In some countries/territories the Product may be provided to you by CMI's local partner. Under such circumstance, that local partner may ask you to accept its own terms of service ("local terms"). If there is any inconsistency between those local terms and these Terms, then the local terms shall govern to the extent of that inconsistency.

4. CHANGES TO THE TERMS

4.1 CMI may make changes to these Terms from time to time. CMI will publish the changes in website or the Product. The changes will be effective when published. Please review the Terms on a regular basis. You understand and agree that your express acceptance of the Terms or your use of the Product after the date of publication shall constitute your agreement to the updated Terms. If you do not agree with the amended Terms, you may terminate your relationship with CMI in accordance with paragraph 11 below.

5. LICENCE

5.1 Licence. Subject to your compliance with these Terms, you are granted a limited, non-exclusive, non-sublicensable, non-assignable, free of charge license and personally use the Product through your individual Product user account. CMI reserves all rights not expressly granted to you under these Terms.

5.2 Restrictions. You shall not and you agree not to:

- (a) sub-license, sell, assign, rent, lease, export, import, distribute or transfer or otherwise grant rights to any third party in the Product;
- (b) undertake, cause, permit or authorize the modification, creation of derivative works or improvements, translation, reverse engineering, decompiling, disassembling, decryption, emulation, hacking, discovery or attempted discovery of the source code or protocols of the Product or any part or features thereof (except to the extent permitted by law);
- (c) remove, obscure or alter any copyright notices or other proprietary notices included in the Product;
- (d) use the Product or cause the Product (or any part of it) to be used within or to provide commercial products or services to third parties. The foregoing shall not preclude you using the Product for your own business communications, subject to paragraph 5.1 above;
- (e) other than for the purposes of download and installation, use the Product except through your User Account.

5.3 Third Party Technology. If you are using the Product pre-loaded on, embedded in, combined, distributed or used with or downloaded onto third party products, hardware, software applications, programs or devices ("Third Party Technology"), you agree and acknowledge that:

- (a) you may be required to enter into a separate license agreement with the relevant third party owner or licensor for the use of such Third Party Technology;
- (b) some Products and/or functionality may not be accessible through the Third Party Technology and
- (c) CMI cannot guarantee that the Product shall always be available on or in connection with such Third Party Technology.

6. USE OF THE PRODUCT

6.1 Equipment. In order to use the Product, you are responsible for providing all equipment, including but not limited, mobile phone, sim card, handset, camera etc. required to access the Product.

6.2 Use of equipment. In order to facilitate communication and build a linking between users, the Product may access functions of such as processing, computer memory or bandwidth of your PC or mobile device (or other applicable equipment). You acknowledge and agree that your authorization to use the Product depends upon whether you obtain consent from relevant third party for the use, you represent and warrant that, by accepting these Terms, you already

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obtained such consent.

6.3 Update. The Product may automatically detect the updated version. You may be required to accept the terms of the updated version in order to download or use any updated version. CMI has no obligation to provide any update. Nevertheless, the Product may remind you to download and install the updated version in order to maintain the compatibility, safety, correct bugs or provide new functions. You must accept the updated version in order to continue to use the Product, and you hereby accept the updated version by accepting these Terms.

6.4 Suspension, technical improvement and maintenance. From time to time, CMI may need to perform maintenance on or upgrade the Product or the underlying infrastructure that enables you to use the Product. This may require CMI to temporarily suspend or limit your use of some or all of the Product until such time as this maintenance and/or upgrade can be completed. You will not be entitled to claim damages for such suspension or limitation of the use of the Product.

6.5 Notification and removal. If CMI receives notification that you posed, uploaded, edited, held, shared and /or published any materials (not including your personal communication) (“User Submissions”) any inappropriate or violated rights of any third party, or if CMI intends to remove your User Submissions based on any reason, CMI may at its discretion remove such User Submissions from time to time. Removal of User Submissions does not mean any acceptance of any obligation, and it shall not affect any rights, remedy or defense reserved. You acknowledge and agree that CMI shall under no obligation to recover the User Submissions. If User Submissions violates or conceived to violate (including any intellectual property) or is illegal, please notify and remove the software and contact CMI. CMI shall verify your identification in order to obtain more information to verify your report. You agree that you will be responsible for the consequence of your report (including but not limited to remove or block User Submissions). You may bear criminal and civil liability for providing any information turns out to be false, misleading or incorrect.

6.6 Quality. CMI cannot guarantee that the Product will always function without disruptions, delay or errors. A number of factors may impact the use of the Product including but not limited to: your local network, firewall, your internet service provider, the public internet and your power supply. CMI takes no responsibility for any disruption, interruption or delay caused by any failure of or inadequacy in any of these items or any other items over which we have no control.

6.7 Changes to the Product. CMI is constantly improving the Product and may also need to change technical features from time to time in order to comply with applicable regulations. Accordingly, you acknowledge and agree that the functionality of the Product may vary from time to time. Technical requirements for use and feature descriptions are available on the Product. If you do not agree with any changes to the Product you may terminate your relationship with CMI in accordance with paragraph 11. In addition, you acknowledge and agree that the Product may be subject to usage limits or geographical restrictions, which may vary from time to time.

6.8 Unsolicited Ideas. CMI does not consider or accept unsolicited proposals or ideas, including without limitation ideas for new products, technologies, promotions, product names, product feedback and product improvements (“Unsolicited Feedback”). If you send any Unsolicited Feedback to CMI through the Product Website or otherwise, you acknowledge and agree that CMI shall not be under any obligation of confidentiality with respect to the Unsolicited Feedback.

6.9 Reports. Certain parts of the Product may ask for written suggestions or problem reports such as using our contact form or problem report form (“Reports”). Please read carefully any specific terms, which govern those Reports. The Reports shall be deemed the property of CMI. CMI shall exclusively own all now known or hereafter existing rights to the Reports throughout the universe in perpetuity and shall be entitled to use the Reports for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Reports. Any Reports you send to CMI will not be treated as confidential and CMI shall not be liable for any disclosure of the Reports.

7. YOUR OBLIGATIONS

7.1 User Account. Prior to your first use of the Product, you will be asked to create a CMLink User Account by inputting your telephone number and password. We recommend that you choose a password that is hard to guess and consists of letters, numbers and symbols. You may only use the Product through your User Account. You are solely responsible and liable for all activities conducted through your User Account. To prevent unauthorized use, you shall keep your password confidential and shall not share it with any third party or use it to access third party websites or services. If you suspect that someone else knows your password, then you shall immediately change it in order to protect the security of your User Account. It is your responsibility to ensure that you do not respond to any unsolicited requests for credit card details, passwords or other data. CMI takes no responsibility for your failure to comply with the obligations in this paragraph 7.1.

7.2 Real-name Registration. Prior to your first use of the Product, you will be requested to register your personal information, including but not limited to: your real name, personal identification document type, personal identification document number, the issue location of your personal identification document, effective date, front and back photograph of the personal identification document, and the recording video of yourself by holding the personal document, etc. Your personal identification information will be used for identification of your identity. Only users had been identified by CMI are allowed to process the subscription of the Product. Your personal information will be encrypted and stored in CMI’s system. The acceptance of any personal identification document provided by you should be subject to CMI’s sole and absolute discretion.

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7.3 Lawful Use. You must use the Product in accordance with the laws of where you are located. In some countries there are restrictions on the use of the Product. It is your responsibility to ensure that you are legally allowed to use the Product where you are located. You should be aware and obey the Fair Use Policy in paragraph 13. Otherwise, CMI reserves the right to suspend your service without giving an in-advance notification.

7.4 Prohibited Use. You shall not:

- (a) hijack, surveillance, damage or edit any messages that are not intended to be sent to you;
- (b) use any type of spider, virus, worm, trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage, emulate or disassemble the Product;
- (c) send unsolicited communications (also referred to as 'SPAM', 'SPIM' or 'SPIT') or any communication not permitted by applicable law or use the Product for the purposes of phishing or pharming or impersonating or misrepresenting affiliation with another person or entity;
- (d) carry out any illegal or criminal activities which harm the national security, or leak the state secrets through telecom network resources;
- (e) spread the information which may harm the social security, spread the superstitious, feudal and pornographic information; steal or disclose national secrets, intelligence, or military secrets; stir national hatreds and discrimination, undermine the ethnic solidarity, organize cult activities, liaison with cult members to breach state laws or regulations;
- (f) carry out theft, fraud, blackmail or racketeering;
- (g) expose any third party to material which is offensive, harmful to minors, indecent or otherwise objectionable in any way;
- (h) use the Product to cause or intend to cause embarrassment or distress to, or to threaten, harass or invade the privacy of, any third party; or
- (i) use any material or content that is subject to any third party proprietary rights, unless you have a license or permission from the owner of such rights; or
- (j) collect or harvest any personally identifiable information, including account names, from the Product; or
- (k) impact or attempt to impact the availability of the Product for example, with a denial of service (DOS) or distributed denial of service (DDoS) attack and
- (l) use or launch any automated system, including without limitation, robots, spiders or offline readers that access the Product.

Notwithstanding the above, you agree that the Product authorizes public search engine to use spider to copy data from the Product website for the purpose of establishing an index for public to search, and cache and storage are not allowed. The Product reserves the rights to cancel these privileges.

7.5 User Submissions. Please exercise respect when participating in any features of the Product such as forums, blogs, email functions, video hosting, sharing and/or publishing or any other function on the Product which allows you to post, upload, edit, host, share and/or publish content. You acknowledge and agree that:

- (i) by using the Website and/or Product you may be exposed to content that you may find offensive or indecent and you do so at your own risk;
- (ii) you are solely responsible for, and CMI has no responsibility to you or any third party for any User Submissions that you create, submit, post or publish on the Product;
- (iii) CMI does not guarantee any confidentiality with respect to User Submissions, whether or not they are published;
- (iv) CMI is not responsible for any User Submissions that you may have access to through your use of the Product and all User Submissions are the responsibility of the person from whom such User Submissions originated. The Product does not endorse any User Submissions or any opinion, recommendation, or advice expressed therein, and expressly disclaims any and all liability in connection with User Submissions.

In connection with your User Submissions, you represent and warrant that you.

- (a) own or have the necessary licenses, rights, consents, and permissions to use and authorize CMI to use all copyrights, trademarks, trade secrets, patents and other intellectual property or proprietary rights in and to any and all User Submissions in accordance with these Terms; and
- (b) you have the written consent, release and /or permission of each and every identifiable individual person in the User Submission to use the name and/or likeness of each and every such individual in the User Submission, to enable inclusion and use thereof in the manner contemplated by these Terms. You shall not copy, post or use text, photos, pictures, music, sounds, images or any other content from any third party or source ("Third Party Content") without specific permission from the owner. Such Third Party Content may be protected by intellectual property laws and the owners of the intellectual property rights in such content may object to its use. You must not use any Third Party Content without first obtaining the permission of the owner of the intellectual property rights in such content.

If, at any time you choose to upload or post User Submissions to the Product (excluding Reports and excluding the content of your communications) you automatically grant CMI a non-exclusive, worldwide, irrevocable, royalty-free, perpetual, sub-licensable and transferable license of all rights to use, edit, modify, include, incorporate, adapt, record, publicly perform, display, transmit and reproduce the User Submissions including, without limitation, all trademarks

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associated therewith, in connection with the Product including for the purpose of promoting or redistributing part or all of the Product, in any and all media now known or hereafter devised. You also hereby grant each user of the Product a non-exclusive license to access your User Submission through the Product and to use, copy, distribute, prepare derivative works of, display, perform and transmit such User Submissions solely as permitted through the functionality of the Product and pursuant to these Terms of Use. In addition, you waive any so-called "moral rights" in and to the User Submissions, to the extent permitted by applicable law.

You shall not submit or publish through the Product that are libelous, defamatory, pornographic, harassing, hateful, an invasion of privacy, obscene, abusive, illegal, racist, offensive, harmful to a minor or an infringement of any intellectual property rights or a trade secret of a third party, or would otherwise violate the rights of any third party or give rise to civil or criminal liability. Furthermore, you may not submit or publish User Submissions that contain falsehoods or misrepresentations, solicit funds or services, contain advertising, promotional materials, junk mail, spam, chain letters or any form of solicitation, impersonate others or include programs that contain viruses or any other programs designed to impair the functionality of any computer. You agree not to solicit, for commercial purposes, any users of the Product with respect to their User Submissions. You agree not to circumvent, disable or otherwise interfere with the security related features of the Product or features that prevent or restrict the use of any content thereof.

7.6 Your Information. From time to time, CMI may request information from you for the purpose of supplying products and Services to you. You shall ensure that any such information is complete, up-to-date and accurate.

7.7 No resale. The Product is for personal use only. You shall not resell the Product to any third party and commercial use is prohibited.

7.8 Export Control. The Product may subject to restrictions on international regulations that govern export of the Product. You shall comply with domestic and international laws and regulations that are applicable to the Product, and restrictions on end users, end use, destination, and sanction countries that are published by domestic competent authorities. CMI provides the Product to you on the presumption that you guarantee that you are not the sanctioned entity as mentioned above and providing the Product to you will not breach any export control and sanctions.

8. PROPRIETARY RIGHTS

8.1 The Product contains proprietary and confidential information that is protected by intellectual property laws and treaties.

8.2 The content and compilation of content included on the Product, (excluding User Submissions) such as sounds, text, graphics, logos, icons, images, audio clips, digital downloads and software, are the property of CMI, its affiliates or licensors and are protected by the applicable copyright laws. Such copyright protected content cannot be reproduced without CMI's express permission. CMI reserves all rights not expressly granted in the Product.

8.3 CMI and/or its licensors retain exclusive ownership of the Product, and all intellectual property therein (whether or not registered and anywhere in the world). You will not take any action to jeopardize, limit or interfere with the Product's intellectual property rights in the Product.

9. CHARGES

9.1 Charges for other Paid For Products. The charges for other Paid For the Products will be confirmed to you before you complete a purchase from CMI. CMI may change the charges payable for the purchase of such Products at any time without any notice to you. The new charges will apply to your next purchase after the new charges have been published.

9.2 Promotional Offers. From time to time, CMI may offer Paid-For Products for free for a trial period. CMI reserves the right to charge you for such Products (at the normal rate) in the event that CMI determines (in its reasonable discretion) that you are abusing the terms of the offer, including if you are using any service, proxy or other devices or anonymous IP address that prevents us from locating you.

9.3 Tax. All charges relating to the Product exclude any tax, including but not limited to, sales tax, use tax, value-added tax, consumption tax, privilege tax, franchise tax and other similar taxes that may be imposed by any country/province/state ("tax"). You should be responsible for the Tax incurred. CMI reserves the right to impose Tax on the use of Product.

9.4 Third Party Charge. Using the Product at your mobile device may consume voice or SMS resources from the package you subscribed from your mobile operator. The fee for voice and SMS services may be higher in foreign countries than in domestic, you should understand that you have obtained adequate information, and will pay the potential roaming fee or other applicable fee may be charged by your mobile operator.

10. PAYMENT

10.1 Payment methods. Payment will be deducted in your account balance of CMLink.

11. ENDING YOUR RELATIONSHIP WITH CMI

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11.1 You may terminate your relationship with CMI at any time and without recourse to the courts by requesting closure of your User Account, ceasing to use the Product and cancelling any recurring payments.

11.2 CMI may terminate its relationship with you, or may terminate or suspend your use of the Product at any time and without recourse to the courts:

- (a) if you are in breach of these Terms;
- (b) if CMI reasonably suspects that you are using the Product to break the law or infringe third party rights;
- (c) if CMI reasonably suspects that you are trying to unfairly exploit or misuse the refund policy, or any of our policies.
- (d) if CMI reasonably suspects that you are using the Product fraudulently or that your User Account is being used by a third party fraudulently;
- (e) in respect of a particular Product and Service, on a reasonable time notice if CMI decides to cease offering that Product and Service;
- (f) immediately, if you are in breach of paragraph 7.4 of these Terms, or required by a regulator or authority, or due to a change in laws/regulation by a regulator or authority with a lawful mandate, or by any of CMI's partners;
- (g) on a reasonable time notice if CMI decides to cease offering the Product and Service to users in your jurisdiction generally.

11.3 CMI will terminate by blocking your access to your User Account of the Product. CMI reserve the right to cancelling the User Account that being suspended over a year.

11.4 Consequences of Termination. Upon termination of your relationship with CMI: (a) all licenses and rights to use the Product shall immediately terminate; (b) you should immediately cease any and all use of the Product.

12. EXCLUSION OF WARRANTIES, LIMITATION OF LIABILITY AND INDEMNITY

12.1 For the purposes of this paragraph 12, "CMI" includes its subsidiary companies and affiliated legal entities and all their directors, officers, agents, licensors and employees.

12.2 No Warranties. To the maximum extent permitted by law: the Product is provided "as is" and used at your sole risk with no warranties whatsoever; CMI does not make any warranties, claims or representations and expressly disclaims all such warranties of any kind, whether express, implied or statutory, with respect to the Product including, without limitation, warranties or conditions of quality performance, non-infringement, merchantability, or fitness for use for a particular purpose. The Product further does not represent or warrant that the Product will always be available, accessible, uninterrupted, timely, secure, accurate, complete and error-free or will operate without packet loss, nor does the Product warrant any connection to or transmission from the Internet, or any quality of calls made or messages received through the Product.

12.3 Nothing in these Terms shall exclude or restrict CMI's liability for

- (a) death or personal injury,
- (b) loss resulting from the Product's willful default or gross negligence,
- (c) fraud or deliberate misrepresentation, or
- (d) any liability which cannot be limited or excluded by applicable law.

12.4 No Liability. You acknowledge and agree that CMI will have no liability whatsoever, whether in contract, tort (including negligence) or any other theory of liability, and whether or not the possibility of such damages or losses has been notified to the Product, in connection with or arising from your use of the Product, or the Software that is provided free of charge. Your only right or remedy with respect to any problems or dissatisfaction with the Product is to immediately uninstall or cease use of the Product.

12.5 Limitation of Liability. Subject to paragraphs 12.3 and 12.4 above, CMI shall not be liable to you, whether in contract, tort (including negligence) or any other theory of liability, and whether or not the possibility of such damages or losses has been notified to CMI, for:

- (a) any indirect, special, incidental or consequential damages; or
- (b) any loss of income, business, actual or anticipated profits, opportunity, goodwill or reputation (whether direct or indirect); or
- (c) any damage to or corruption of data (whether direct or indirect);
- (d) any claim, damage or loss (whether direct or indirect) arising from or relating to:
 - 1. your inability to use the Product to contact Emergency Services;
 - 2. your failure to provide accurate physical location information to Emergency Services operative; or
 - 3. conduct of third party Emergency Services operatives and calling centres to which you may be connected.
- (e) any claim, damage or loss (whether direct or indirect) arising from or relating to:
 - 1. any product or service provided by a third party under their own terms of product or service;
 - 2. any third party Technology;
 - 3. any third party website.

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12.6 Subject to paragraphs 12.3, 12.4 and 12.5 above, CMI's total liability to you under or in connection with these Terms (whether in contract, tort (including negligence) or any other forms of liability) shall not exceed in aggregate the amount paid by you for the Product in the twelve (12)-month period immediately prior to the date of the event giving rise to the relevant claim, subject to a maximum of five thousand Euros (EUR5,000) in all cases.

12.7 If any third party brings a claim against CMI in connection with, or arising out of

- (a) your breach of these Terms;
- (b) your breach of any applicable laws and regulations;
- (c) your infringement or violation of the rights of any third parties (including intellectual property rights);
- (d) your User Submissions or
- (e) your compliant in relation to any User Submission

you should indemnify and hold CMI harmless from and against all damages, liability, loss, costs and expenses (including reasonable legal fees and costs) related to such claim.

13. Fair Use Policy

This Fair Use Policy forms part of your Agreement with CMI and applies where you subscribe to CMI Products and Services. To ensure all CMI's customers can enjoy the best possible experience on CMI's network, CMI reserves the right to manage your use of our network in order to protect it for the use of all of CMI's customers. CMI may therefore apply traffic management controls from time to time. You must only use the Products and Services for private, personal and legitimate consumer purposes. You must not engage in the organized, fraudulent resale of the Services or use our Services for business purposes. Your use of the Products and Services is subject to the following: (a) You should not send bulk SMS messages in relation to the administration of or to promote or market a business, group or organization or for any non-private or non-personal purpose. (b) You must not use CMI's Products and Services or SIM cards to generate artificially inflated traffic. (c) You must should not use CMI's SIM on any devices making abnormal or large volumes of calls, or sending abnormal or large volumes of texts, etc.

14. YOUR CONFIDENTIAL INFORMATION AND YOUR PRIVACY

CMI is committed to respecting your privacy and the confidentiality of your personal information. CMI will process your personal information in accordance with CMI Privacy Policy.

15. HOW TO CONTACT CMI

To contact CMI in relation to the Product, please contact our website of the Product.

16. MISCELLANEOUS

16.1 You agree to the use of electronic communication in order to enter into contracts, place orders, and create other records and to the electronic delivery of notices, policies and changes thereto and records of transactions with CMI.

16.2 For your convenience, CMI may provide you with a translation of the English language version of these Terms. In the event of any inconsistency between a non-English version of these Terms and the English version, the English version shall govern your relationship with CMI.

16.3 These Terms constitute the entire agreement between you and CMI with respect to your use of the Product and replace any prior agreements between you and CMI with respect to the Product.

16.4 If any provision of these Terms (or part of it), is found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, then such provision (or part of it) shall be removed from the Terms without affecting the legality, validity or enforceability of the remainder of these Terms.

16.5 The failure by CMI to exercise, or delay in exercising, a legal right or remedy provided by these Terms or by law shall not constitute a waiver of CMI's right or remedy. If CMI waives a breach of these Terms, this shall not operate as a waiver of a subsequent breach of the Terms.

16.6 You may not assign these Terms or any rights or obligations contained in them. CMI may, without prior notice, assign these Terms or any rights or obligations contained in them to any third party.

16.7 This paragraph 16, along with paragraphs 5.2, 14 and any other provisions, which are expressed or clearly intended to survive or operate in the event of termination, shall survive termination of the Terms.

16.8 You acknowledge and agree that if CMI is unable to provide the Product as a result of a force majeure event, CMI will not be in breach of any of its obligations towards you under these Terms. A force majeure event means any event beyond the control of CMI.

16.9 These Terms shall be governed by and interpreted in accordance with the laws of Hong Kong Special Administrative Region of the People's Republic of China (HKSAR) and shall be subject to the exclusive jurisdiction of the

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courts of the district of HKSAR.

16.10 The actual data transfer rate, voice delay and SMS delay may be affected due to various factors, including but not limited to internet usage, phone model, setting (including hardware and software of mobile device), the content that being upload/download and other external factors.

16.11 The amount of data and time consumed will be calculated by CMI's internet record. If there is any inconsistency, CMI's record shall prevail.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY CLICKING ON THE ACCEPT BUTTON AND/OR CONTINUING TO INSTALL THE SOFTWARE OR USE THE SOFTWARE, PRODUCTS AND/OR CMLINK WEBSITE, YOU EXPRESSLY CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS AND GRANT TO CMI THE RIGHTS SET FORTH HEREIN.

Term of Use

您与中国移动国际有限公司之间的协议

1.1 定义：中国移动CMLink一卡多号（“本产品”），为中国移动国际有限公司（“中国移动国际”）推出、为CMLink用户开通其中国移动手机号码及/或中国移动香港手机号码被叫语音及/或被叫短信的托管服务，由中国移动国际有限公司营运；「您」或「您的」指您、注册的用户帐户持有人（如本文件第7.1条所述），以及依本文件授权的获授权者。

1.2 本产品其中包括任何的改进、修改、增强、修正、更新、升级与未来的版本（以下称「更新」），并且无论您是免费或付费使用本产品，均由中国移动国际授权（而非出售）您使用。您知晓并同意，因合规原因，在使用本产品时，浏览部分网络或网站会受到限制。您知晓并同意，因国家法律规定，在部分国家中国移动国际只提供本产品的部分服务。

1.3 任何付费购买的本产品或其他本产品品牌产品的额外产品或功能（包括仅供免费试用的产品或功能）（以下称「付费产品」）均由中国移动国际提供。

本产品网站由中国移动国际经营。

1.4 您与中国移动国际之间的协议由本文件所述的条款与细则、公平使用政策及私隐政策（以下统称「条款」）所构成，无论条款是纸本或电子形式。公平使用政策及私隐政策如果与本文件有任何的不一致，则以本文件为准。

产品信息

2.1 产品介绍

(a) 您可以为您的CMLink号码绑定一个现有的中国移动号码（CMCC）及/或一个中国移动香港号码（CMHK）手机号码作为副号，或者在网页上申请新的中国移动号码（CMCC）及/或中国移动香港号码（CMHK）手机号码作为副号。

(b) 每个用户同时可以绑定最多一个中国移动号码（CMCC）及一个中国移动香港号码（CMHK）手机号码

(c) 开启及使用语音或短信托管服务时，您的中国移动号码（CMCC）及中国移动香港号码（CMHK）手机号码需保持关机状态。

(d) 如果您选择在网页上申请新的号码作为副号，中国移动国际将不为该副号码提供实体SIM卡，同时该号码亦不可使用数据服务或者主叫语音或主叫短信服务。

(e) CMLink一卡多号服务的被托管语音及/或短信服务情况取决于您的CMLink号码的被叫语音及/或短信服务状态。

2.2 合资格用户：如果您的CMLink号码是生效的，则您被认可为申请CMLink一卡多号业务的合资格用户。

2.3 业务申请：您对本产品的申请及使用需满足第2.1条的规定。中国移动国际保留对本产品的绝对酌情决定权。请悉知，申请本产品，您需要上传您个人证件信息的正、反面清晰照片，及由您本人手持证件拍摄的视频，视频不短于6秒钟。

2.4 如果您选择绑定中国移动号码（CMCC）作为副号，无论现有实体卡或网页申请新号码，您可以选择以下个人证件中的一种作为您个人身份的证明信息：

(a) 港澳居民来往内地通行证

(b) 台湾居民来往大陆通行证

(c) 护照

2.5 如果您选择绑定中国移动香港号码（CMHK）作为副号，无论现有实体卡或网页申请新号码，您可以选择以下个人证件中的一种作为您个人身份的证明信息：

(a) 香港居民身份证 / 香港永久性居民身份证

(b) 护照

2.6 自动续订：除非您停止使用本产品，本产品将在每月到期时自动续订1个月并收取相应费用。

2.7 费用及收费：

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(a) 本产品费用按每副号码进行每月收费，费用将在产品订购成功时收取。中国移动国际保留更改产品费用的权利。

(b) 当产品订购成功时，中国移动国际将对每个副号码收取1个月的费用。请悉知，本产品采取动态月收费周期，该周期起止日独立于CMLink移动套餐。

(c) 一旦本产品订购成功，无论您是否选择继续使用本产品，本月费用将不会以部分或者全部的形式退还给您。

2.8 停止服务

(a) 一旦您的CMLink号码停止使用，本产品亦将随之停止服务。

(b) 一旦本产品停止使用，无论是否为第2.8 (a)所述情况，您所绑定的由网页申请而得到的无实体卡号码，包括中国移动号码（CMCC）及/或中国移动香港号码（CMHK），将被停止服务，且无法恢复使用。

(c) 中国移动国际保留随时停止该产品而无需预先通知的权利。

2.9 停止服务后重新启动本产品：当本服务停止后，如果您选择重新绑定副号码，无论上一个收费周期是否结束，我们将重新收取您每副号码每月的费用，并重新计算收费周期。

接受条款

3.1您必须先接受这些条款，方能下载及/或使用本产品。

(a)点击接受或同意条款，或 (b)下载及/或使用本产品，即表示您接受这些条款。建议您将这些条款打印一份，以作为记录。这些条款自接受日起生效，直到您或中国移动国际根据本文件第11条终止时失效。

3.2如果您符合下列条件，则不得接受这些条款：

(a)您在所在国/所在地区或居住国/居住地区内不具合法使用本产品的资格；或 (b)您未达与中国移动国际缔结具约束力协议之法定年龄。

3.3在某些国家/地区，本产品或由中国移动国际的当地合作伙伴提供。在此情况下，当地合作伙伴可能会要求您接受当地合作伙伴的服务条款（以下称「当地条款」）。如果当地条款与这些条款间有任何的不一致，则不一致应受当地条款规范。

条款变更

4.1中国移动国际将不定期修改及/或更新这些条款。中国移动国际会在本产品或网站上公告修改及/或更新的内容。修改及/或更新内容会于公告日起生效。请定期检阅最新的条款。您了解并同意您在公告日期后明确表示接受条款，或使用本产品，即构成您同意修订后的条款。如果您不同意修订后的条款，可依照本文件以下第11条的规定终止与中国移动国际间的关系。

授权

5.1授权：在您遵守这些条款的前提下，授予您非卖断、有限、非独占、非排他、不可转授权、不可让渡且免费的权限，透过您个人的本产品用户帐户（如适用）（以下称「用户帐户」）使用本产品。中国移动国际保留这些条款所有未明确授予您的权利。

5.2限制：您不得且同意不从事下列行为：

(a)转授权、贩卖、转让、出租、租赁、出口、进口、散布或让渡，或授予任何第三方本产品的权利；(b)除了法律允许的范围外，对于本产品原始码、任何一部分或功能承诺、主张、允许或授权修改或建立衍生作品，或进行改良、翻译、还原工程、解编、反向组译、解密、模仿、黑客攻击、发掘或尝试发掘；(c)移除、遮盖或修改本产品中任何的版权声明或其他所有权声明；(d)在第三方内部使用本产品，或导致本产品（或任何一部分）于第三方内部使用，或为第三方提供商业产品或服务。

5.3第三方技术：如果您目前使用的本产品已在第三方产品、硬件、软件应用程序、程序或装置（以下称「第三方技术」）中预先加载、内嵌、结合或散布，或搭配第三方产品使用或下载至第三方产品，则您同意并知晓：

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(a)您也许需要与相关的第三方技术所有人或授权人另行签署一份许可协议； (b)您可能无法透过第三方技术存取某些产品及/或功能； (c)中国移动国际不保证本产品永远适用于或与这类的第三方技术相关。

使用本产品

6.1设备：所有使用本产品所需的设备，或手机、电话卡、耳机、麦克风与网络摄影机等通讯设备完全由您负责提供。

6.2使用您的设备：本产品为达成促进用户之间通讯与建立联机等有限目的，可能会使用您计算机或手机（或其他适用设备）的处理功能、内存与带宽。如果本产品要依靠使用由第三方持有或控制的处理器和带宽，则您知晓并同意您使用本产品的授权取决于您是否向有关第三方获得相关使用的同意。您陈述并保证，透过接受这些条款，您已经获得相关同意。

6.3更新软件：本产品可能会自动检查最新版本。您可能必须接受更新版本的条款，方能下载或使用任何更新。中国移动国际不担负提供任何更新的义务。然而，本产品可能提醒要求您下载与安装更新，需要这些更新维持本产品兼容性、提供安全更新、修正错误或提供新功能或版本。您必须同意接收这类更新才能继续使用本产品，且您依据这些条款同意接受这些更新。

6.4暂停、技术改善和维护：中国移动国际有时必须维护或升级本产品，或是为了让您能够继续使用本产品的基础结构，可能导致中国移动国际必须暂停或限制您使用部分或全部本产品，直到完成维护及/或升级为止。您无权对暂停或限制使用本产品要求损害赔偿。

6.5通知与移除：如果中国移动国际接获通知表示您在本产品张贴、上传、编辑、主持、分享及/或公布的任何材料（不包括您的私人通讯）（以下称「用户提交内容」）不当、侵犯任何第三方的任何权利，或如果中国移动国际基于任何理由想移除您的用户提交内容，中国移动国际可以在不时酌情决定的期限内或基于任何理由立即自动移除这类用户提交内容。移除用户提交内容并不表示承担任何责任，亦不损害明确保留的任何权利、救济或抗辩。您知晓并同意，在任何时间中国移动国际皆无义务放回用户提交内容。如果用户提交内容侵犯或您认为用户提交内容侵犯您的任何权利（包括任何知识产权）或不合法，请立即依照通知与移除程序与中国移动国际联络。中国移动国际必须验证您的身分，并寻求更多信息确认您的检举。您同意对您检举所造成的后果（包括但不限于移除或封锁用户提交内容）全权负责，且知晓并同意在法律诉讼时可援用您的检举资料。任何提供的信息若有任何的虚假、误导或错误，可能导致您须承担刑事和民事责任。

6.6品质：中国移动国际不保证本产品运作时永远不会中断、延迟或发生错误。某些因素可能会影响本产品的使用状况，包括但不限于：您的局域网络、防火墙、网络服务供货商、公共网络与电源。对于因上述任何项目的故障或瑕疵或任何其他中国移动国际无法控制的项目所造成任何的中断、阻碍或延迟，中国移动国际概不负责。

6.7产品变更：中国移动国际会不断改进改变本产品，且亦须不时变更技术功能，以符合适用法规之规定。因此，您知晓并同意产品与本产品的功能将不时改变。如果您不同意本产品的任何改变，可依照条款第11条终止您与中国移动国际间的关系。您可能必须升级至新的版本，方能享用某些产品的功能。此外，您知晓并同意某些产品受限于可能不时改变的使用限制或地理限制。

6.8不请自来的意见：中国移动国际不考虑或不接受不请自来的提议或意见，包括但不限于对任何新产品、技术、宣传、产品名称、产品反应与产品改良的意见（以下称「不请自来的意见」）。如果您透过本产品网站或其他方式将任何不请自来的意见传送给中国移动国际，您知晓并同意中国移动国际对于不请自来的意见不具任何保密义务。

6.9报告：本产品的特定部分可能会要求使用中国移动国际的联络窗体或问题报告窗体（以下称「报告」）提供书面建议或问题报告。请仔细阅读任何约束这些报告的特定条款。报告应视为中国移动国际的财产。中国移动国际不受时间或地域限制，永远独占报告所有目前已知或未来存在的权利，且有资格将报告用于任何用途，无论是否为商业或其他用途，且无需对报告提供者提供任何报酬。您传送给中国移动国际的任何报告不会视为机密信息，中国移动国际对于报告的披露概不负

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义务

7.1用户帐户：在您首次使用本产品前，系统会先要求您建立CMLink用户帐户并输入您的电话号码与密码。建议您选择使用不易猜测并由字母、数字与符号组成的密码。您只能通过用户帐户使用本产品。您应全权负责所有通过您的用户帐户执行的操作。为了避免未经授权的使用，您不得泄漏密码、与任何第三方共享密码，或使用密码存取第三方网站或服务。如果您怀疑他人知道您的密码，请立即更改密码，以保护您用户帐户的安全。您有责任确保不回应任何来路不明的信用卡信息、密码或其他数据要求。对于您无法遵守本文件第7.1条所述之义务，中国移动国际概不负责。

7.2用户实名制信息：在您首次使用本产品前，系统会要求您进行实名制信息认证。您需要提供个人证件信息，包括并不限于：姓名、证件类型、证件号码、证件签发地点、证件有效期、证件正面及/或背面照片，以及您本人手持证件拍摄视频等。您的个人用户信息将由中国移动国际进行实名制认证，审核通过后您方可使用本产品。您的个人信息将以加密的形式存储在中国移动国际系统。是否接受您提供的任何个人证件由中国移动国际全权决定。

7.3合法使用：您必须遵循所在地的法律使用本产品。某些国家会对本产品的下载与使用加以限制。您有责任确定所在位置依法为允许使用本产品。在使用本产品时，您需要遵守条款第13条“公平使用原则”，否则中国移动国际有权在不给予事先通知的情况下即时停止向您提供服务。

7.4禁止使用：您不得：

(a)拦截或监控、损害或修改任何非发送给您的通讯；(b)使用设计用来将本产品、通讯或通讯协议予以歪曲、删除、破坏、模拟或反向组译的任何一种搜寻蜘蛛、病毒、蠕虫、木马、定时炸弹或任何其他操作码或指令；(c)传送不请自来的通讯（亦指垃圾邮件、垃圾网络电话或垃圾即时消息）或适用法律所不允许的任何通讯，或本产品用于网络钓鱼或网址嫁接，或将所属企业伪装或冒充为其他人士或实体；(d)从事危害国家安全、泄漏国家机密等违法犯罪行为；(e)传播妨碍社会治安和宣传封建迷信、淫秽黄色等信息；窃取、泄露国家秘密、情报或者军事秘密；煽动民族仇恨、民族歧视，破坏民族团结；组织邪教活动、联络邪教组织成员破坏国家法律、行政法规实施；(f)进行盗窃、诈骗、敲诈勒索；(g)以任何方式让任何第三方接触到有冒犯性、对未成年人有害、猥亵或其他令人不快的内容；(h)使用本产品造成或意图造成任何第三方的尴尬或苦恼，或威胁、骚扰或侵犯其隐私权；(i)使用任何受第三方所有权约束的数据或内容，除非您获得此等权利所有人的授权或许可；(j)向本产品收集或取得任何可识别个人身份的信息，包括帐户名称；(k)影响或试图影响本产品的可用性，例如采取阻断服务(DOS)攻击或分布式阻断服务(DDoS)攻击；和(l)使用或启动任何自动系统，包括但不限于机器人、搜寻蜘蛛或脱机阅读工具等可存取本产品的自动系统。尽管有上述规定，您同意本产品授予公用搜索引擎业者可使用搜寻蜘蛛从本产品网站复制数据的权限，以达建立数据索引供大众搜寻的唯一目的，但不得快取或封存该类数据。本产品保留随时废止这些例外的权利。

7.5用户提交内容：参与任何本产品的论坛、组群、电子邮件、视讯主持、分享及/或公布等功能，或本产品任何其他可让您张贴、上传、编辑、主持、分享及/或公布内容的功能时，请注意礼貌。

您知晓并同意：

(i)使用本产品网站及/或本产品时，您可能会接触到您认为有冒犯性或猥亵的内容，且您会自行承担使用的风险；(ii)您对于在本产品上或透过本产品建立、提交、张贴或公布的用户提交内容完全负责，中国移动国际不会为此对您或任何第三方负责；(iii)无论用户提交内容是否公布，中国移动国际对于任何用户提交内容没有保密义务；(iv)中国移动国际对您透过使用本产品取得的任何用户提交内容概不负责，所有的用户提交内容皆由此类用户提交内容的发送者负责。中国移动国际不替任何用户提交内容或其中表示之意见、推荐或建议背书，而且中国移动国际明确表明对于与用户提交内容相关之内容概不负责。关于用户提交内容，您声明并保证：(a)拥有或取得必需的授权、权利、同意和权限，得以依据这些条款使用并授权中国移动国际使用所有的版权、商标、商业秘密、

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专利，以及所有用户提交内容中出现的其他知识产权或所有权；(b)您拥有用户提交内容中每位可识别身分的个人其书面同意、让渡及/或权限，得以使用用户提交内容中每位可识别身分的个人之名称及/或类似项目，以依据这些条款明订的方式纳入并使用用户提交内容。在未获得所有者的批准之前，您不得复制、张贴或使用任何第三方或来源的文字、照片、图片、音乐、音效、影像或任何其他内容（「第三方内容」）。此类第三方内容可能受知识产权法保护，知识产权所有人可能反对使用有关内容。在事前获得第三方内容的知识产权所有人批准之前，您不得使用该内容。如果您在任何时候选择在本产品上传或张贴用户提交内容（不包括报告，亦不包括您通讯的内容），即自动授予中国移动国际行使所有权利的非专属、全球性、不可撤销、无权利金、永久、可转授权和可转让的授权，使中国移动国际可以使用、编辑、修订、包括、整合、改编、记录、公开执行、展示、传输和复制与本产品网站和本产品的软件及产品相关的用户提交内容，包括但不限于所有相关的商标，其中目的包括在所有已知和以后设计的媒体上推广并再次发行部分或所有的本产品。您也在此授予每位本产品用户非专属的授权，让使用者得以透过本产品存取您的用户提交内容，并且仅于许可的范围内透过本产品功能并遵循这些使用条款之规定，使用、复制、散布、准备制作衍生作品、展示、执行、传输这类用户提交内容。此外在适用法律允许的范围内，您放弃属于用户提交内容所谓的道德权利。您不得透过本产品提交或公布任何污蔑、毁谤、色情、骚扰、仇恨、侵犯隐私权、猥亵、辱骂、违法、歧视、冒犯、伤害未成年人，或侵犯第三方任何知识产权或商业秘密，或触犯民事或刑事责任的用户提交内容。此外，您提交或公布的用户提交内容不得包含虚假或不实的陈述、索取金钱或请求服务、包含广告、宣传信息、垃圾邮件、连锁信或任何形式的推销、假冒他人、包含有病毒或其他用于瘫痪任何计算机功能的程序。您同意不以商业目的，对本产品任何用户推销用户提交内容。您同意不规避、停用或以任何方式干扰本产品的任何安全功能，或是会防止或限制使用任何相关内容的功能。

7.6您的信息：中国移动国际可能会不时向您索取信息，以向您提供产品。您应确定提供完整、最新与正确的信息。

7.7不得转售：本产品仅供您个人使用。您不得将本产品转售给任何第三方或用于商业用途。

7.8出口限制：本产品可能受到管理本产品出口之国际规则的限制。您应该遵守一切适用于本产品的国际与国内法律，以及国内政府或类似实体机构所发布的使用者端限制、最终用途限制、目的地限制与禁运国家限制。中国移动国际仅基于您保证不是上述人士或实体，且不违反任何有关出口管制和制裁的规定为前提，提供本产品供您下载。

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8.1产品与本产品网站包含受知识产权法与条约保护的独占与机密信息。

8.2本产品上包含的所有内容及其编排（不包括用户提交内容），例如声音、文字、图片、标志、图标、影像、音频短片、数字下载和软件，皆为中国移动国际、其分支机构或授权单位的财产，并受适用的版权法保护。未经中国移动国际明确表示同意，不得复制受版权保护的内容。中国移动国际保留所有未在本产品中明确授予的权利。

8.3中国移动国际及/或其授权单位在全球各地保有产品与本产品及其中所有知识财产的专属所有权，无论是否已注册。您不得采取任何动作破坏、限制或干扰本产品中的知识产权。

费用

9.1付费产品的费用：在您向中国移动国际完成购买前，会先向您确认付费产品的费用。中国移动国际可随时变更购买此类产品的收费，恕不另行通知。新收费将适用于公布新收费后的下次订购。

9.2促销优惠：中国移动国际可能不时提供付费产品免费试用。如果中国移动国际判定（在合理斟酌下）您滥用优惠的条款，包括您使用任何服务、代理、其他装置或匿名IP地址让中国移动国际无法对您定位，则中国移动国际保留向您酌收此类产品费用的权利（收取正常费率）。

9.3税金：本产品有关的所有费用不包含国家、省、州和地方各级征收的任何相关销售税、使用税、增值税、消费税、特权税、特许税和类似税负（合称“税款”）。您应负责承担就之征收或核

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定的所有各项税款，中国移动国际有权加征此类税款。

9.4第三方费用：使用本产品，可能会使用到您订购的CMLink移动运营商数据套餐中的短信或语音资源。在国外使用的费用可能远高于一般使用的费用，您须自行确保让自己获得充分信息，并支付可能的漫游费用与移动运营商所收取的其他适用费用。

付款

10.1付款渠道：费用从用户CMLink卡号码账户余额中扣除。

终止您与中国移动国际的协议

11.1您可以随时终止使用本产品，无须诉诸法院要求关闭您的用户帐户、停止使用本产品以及取消任何定期付款。

11.2在以下情况下，中国移动国际可随时终止与您的协议，或终止或暂停您使用本产品，无须诉诸法院：

(a)如果您违反这些条款； (b)如果中国移动国际合理怀疑您正使用本产品犯法或侵犯第三方权利； (c)如果中国移动国际合理怀疑您正尝试不当滥用退款政策或中国移动国际任何政策的漏洞； (d)如果中国移动国际合理怀疑您正以诈欺方式使用本产品，或第三方正以诈欺方式使用您的用户帐户； (e)就特定的产品，如果中国移动国际决定停止提供该产品，会于停止提供前的合理时间内通知您； (f)如果您违反条款第7.4，或因为中国移动国际接到监管机构或管辖机构要求，或监管机构或管辖机构要求下达命令要求修订法律/条例，或在本产品任何合作伙伴的要求下，中国移动国际会立即终止与您的关系或立即终止或暂停您使用本产品； (g)如果中国移动国际决定停止将本产品提供给您所在管辖地区的使用者，一般会在停止提供前的合理时间内通知您。

11.3中国移动国际会通过使您无法存取本产品用户帐户，让这类终止生效。中国移动国际保留权利取消已停用超过一年的用户帐户。

11.4协议终止的后果：您与中国移动国际的协议终止时：

(a)使用本产品的所有授权和权利都将立即终止； (b)您应立即停止使用本产品。

担保、责任限制与赔偿排外条款

12.1就本条款第12条，中国移动国际包括其附属公司与分支法定实体，以及其所有的董事、高级职员、代理商、授权者和员工。

12.2无保证：在法律允许的最大范围内：本产品按现状提供，您需在无任何保证情况下自行承担使用风险，中国移动国际不对本产品作任何保证、主张或陈述，亦明确表示不提供任何形式的担保，无论明示、默示或法定，包括但不限于质量、性能、不侵权、适售性或特定目的适用性之保证或条件。此外，本产品也不声称或保证本产品始终可用、可存取、不会中断、及时、安全、准确、完整且不会出错，或运作时不会遗失封包，本产品对于与互联网的任何联机或传输，或透过本产品进行的任何通话或任何对信息的接收的任何质量亦不作任何保证。

12.3这些条款无意排除或限制中国移动国际对于以下情况的责任：

(a)死亡或人身受伤； (b)因本产品故意违约或重大过失造成的损失； (c)诈欺或故意不实的陈述；或 (d)任何不能由适用法律限制或排除的责任。

12.4无责任：您知晓并同意对于您使用本产品所造成或与之相关的损害或损失，中国移动国际不承担任何形式的责任，无论是合约、侵权（包括疏忽）或任何其他形式的责任，亦不管事先是否已告知本产品会发生这类损害或损失的可能性。对于本产品若有任何问题或不满意，您唯一的权利或补救方式就是停止使用本产品。

12.5责任限制：根据上述条款第12.3条与12.4条规定，针对下列事实，中国移动国际无须对您负责，无论是合约、侵权（包括疏忽）或任何其他形式的责任，亦不管事先是否已告知中国移动国际会发生这类损害或损失的可能性：

(a)任何间接、特殊、偶然或衍生性损害；或 (b)任何收入、业务、实际或预期的利润、商机、商誉或名誉的损失（无论直接或间接）；或 (c)任何数据的损伤或毁损（无论直接或间接）； (d)任何因

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下列事实所引起或相关的索赔、损害或损失（无论直接或间接）： 1.您无法使用本产品联络紧急服务； 2.您未能向紧急服务提供准确的实际位置信息；或 3.从事可能与您相关的第三方紧急服务和电话中心的行为。(e)任何因下列项目所引起或相关的索赔、损害或损失（无论直接或间接）：

1.任何第三方依其服务条款提供的产品或服务； 2.任何第三方技术； 3.任何第三方网站。

12.6根据上述条款第12.3, 12.4及12.5条的规定，中国移动国际根据这些条款对您的全部责任，无论是合约、侵权（包括疏忽）或任何形式的责任，总和不会超过在引发相关索赔之事件日期起前12个月内您为产品支付的费用，在所有情况下绝不超过5,000欧元。

12.7如果有任何第三方因牵涉或直接因为下列事实而向中国移动国际要求赔偿：

(i)您违反这些条款； (ii)您违反任何适用的法律或条例； (iii)您侵犯或违反任何第三方的权利（包括知识产权）； (v)您对任何用户提交内容提出检举，您需确保让中国移动国际免除因这类索赔所连带引起的所有损害、责任、损失、成本与费用（包括合理的法律费用及其他开支），使之不受到伤害。

公平使用原则

13. 本公平使用原则是您与中国移动国际之间服务协议的一部分，并在您购买中国移动国际产品服务时生效。为确保中国移动国际的网络得到合理使用，以便所有的用户均能享受到最佳体验的网络服务，中国移动国际将保留管理您使用中国移动国际网络的权力。因此，中国移动国际可能会根据需要对网络用量采取控制措施。

您仅能将中国移动国际的服务用于合法的私人/个人消费用途，不可将中国移动国际的产品服务用于有组织的、欺诈性的转售，也不可以将中国移动国际的产品服务用于商业目的。产品服务的使用受以下条款的约束：

(a)您必须合理地使用短信服务，不可利用中国移动国际的短信托管服务产生非私人/个人目的相关的团体/组织短信； (b)不可将中国移动国际的服务或 SIM 卡用于非正常用途，人为制造不必要的用量； (c)您不可利用中国移动国际的语音托管服务产生异常或大量电话。

保密信息及隐私权

14. 中国移动国际致力于尊重您的隐私权以及将您的个人信息保密。中国移动国际将依照中国移动国际的私隐政策处理您的个人信息。

中国移动国际联络方式

15. 若要联络中国移动国际关于本产品的相关事项，请将联络要求提交至本产品网站。

杂项

16.1您同意使用电子通讯方式签订合约、下订单及输入其他记录，并同意以电子方式传递相关的通知、政策与变动，以及与中国移动国际交易的记录。

16.2为了让您方便起见，中国移动国际会提供给您英文版条款的翻译。如果这些条款的非英文版与英文版之间有任何的不一致，以英文版为准来约束您与中国移动国际的关系。

16.3这些条款构成您与中国移动国际之间就本产品的使用的完整协议，取代先前您与中国移动国际之间与本产品相关的任何协议。

16.4如果任何法庭或有适当管辖权的行政实体判定这些条款的任何规定（或规定的一部分）不合法、无效或不可执行，则这类规定（或规定的一部分）应自条款中移除，但不影响条款其余部分的合法性、效力或执行性。

16.5中国移动国际未能执行或延迟执行这些条款或法律提供的合法权利或补救，并不构成中国移动国际对于该项权利或补救的放弃。如果中国移动国际放弃追究这些条款的违反行为，并不构成放弃追究条款后续的违反行为。

16.6您不得转让这些条款或其中的任何权利或义务。中国移动国际可将这些条款或其中的任何权利或义务转让给任何第三方，无须事先通知。

16.7本条款，第5.2条及第14条与任何其他明订或显然在终止后仍有效力的规定，在条款终止后仍

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有效力。

16.8您知晓并同意如果中国移动国际因为不可抗力事件而无法提供本产品，并不构成中国移动国际违反这些条款中对您的任何义务。不可抗力事件系指任何中国移动国际无法控制的事件。

16.9这些条款以中国香港法律为准据法及释义，并由中国香港的法院排他性的管辖。

16.10实际数据传输速度、短信时延及电话时延会因应多个因素，包括但不限于网络使用量、手机型号、设定（包括手机硬件及软件等）、上/下载内容及其他外在因素而有所偏差。

16.11所有数据使用时间及用量均以中国移动国际之网络记录计算。如有任何争议，一概以其记录为准。

您确认您已阅读、了解并同意遵守此处所列条款，点击“接受”按钮和/或继续安装或使用本产品，即表示您已明确接受其条款和条件的约束，并授予中国移动国际其中所规定的权利。

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