# Website Terms and Conditions

This website is operated by China Mobile international Limited ("CMI", "we", "our" or "us"). Your use of this website, including your purchase of our goods and services through our website, is governed by the Website Terms and Conditions. By using this website, you accept the Website Terms and Conditions and agree to be bound by them. You shall also ensure that all persons who access our website through your internet connection are aware of and bound by the Website Terms and Conditions.

We may occasionally update the Website Terms and Conditions. When we post changes to the Website Terms and Conditions, we will update the "last revised" date at the bottom. Please read the Website Terms and Conditions through and come back regularly.

The Website Terms and Conditions may be translated into other languages for reference purpose. If there is any inconsistency or conflict between the English version and other versions of the Website Terms and Conditions, the English version shall always prevail.

## Access, registration, and use

- 1. You shall arrange your access to our website, including but not limited to your access to the internet.
- We may restrict the access to all or part of our website to our registered users. We
  reserve the right to charge our registered users to access all or part of our website.
  We may add, change or remove such restriction or charge terms from time to time.
- 3. You may be required to register with us or provide us with certain information to access all or part of our website or its content. If you do so, you must provide us with complete and accurate registration information. If you choose or are provided with user name and/or password and/or other third party login tool, you must treat them as confidential and must not disclose them to any other party. We reserve the right to amend, suspend or terminate your registration without notice.
- 4. You are responsible for all actions that take place as a result of your access to our website through your user name and/or password. We treat such actions as if they are taken by you or by persons duly authorized to act for or on behalf of you.
- 5. Your access and use to certain parts of our website and its content may be subject to additional terms and conditions. Such additional terms and conditions, if any, will prevail over this Website Terms and Conditions to the extent of any inconsistency.
- 6. You shall not make any unlawful, fraudulent or other unauthorized use (whether actual or attempted) of our website or its content.

## Content on our website

- 7. We use reasonable efforts to maintain our website and its content. However, the content may be incomplete, outdated, erroneous or inaccurate.
- 8. We reserve the right to expand, amend, suspend or close all or part of our website and/or its content without notice.
- 9. We do not guarantee that our website, its content, or our servers are free of viruses or other types of malicious software that may damage your computer or device.

#### **Products and transactions**

- 10. The content on our website shall not be deemed as an offer by us (or on behalf of our affiliates or partners where applicable) to provide goods or services to you. Your order for specific goods and/or services constitutes an offer. A contract is formed when your order is accepted by us in writing, by paper or electronically. We reserve the right to reject or not to accept your order.
- 11. The goods and services provided by us (or on behalf of our affiliates or partners where applicable) are subject to local laws and regulations, including but not limited to those against fraudulent or unauthorized use. By purchasing or using such products you agree to be bound by these laws and regulations. These good and services are further subject to our Product Terms and Conditions. Please refer to our Product Terms and Conditions for details.
- 12. All goods and services provided by us (or on behalf of our affiliates or partners where applicable) are subject to availability. In the event of excess orders, we reserve our right to distribute sales and/or to reject parts or all of your order(s).
- 13. You must reach the age of adulthood in order to lawfully purchase certain kind of goods or services provided by us (or on behalf of our affiliates or partners where applicable). In this case, you must provide us with sufficient personal information and other information that we may reasonably require.
- 14. We reserve the right to unilaterally change the price, denominated currency(ies), and/or delivery terms immediately without notice.
- 15. We may ask you or you may choose to provide an address in your order for delivery of our goods and/or services by a third party courier. We reserve the right to charge an additional delivery fee on top of the price. You will be subject to the standard terms and conditions of any of such third party couriers. We do not accept any responsibility for them or for any delay, damage, excess cost, or failure in delivery to you due to factors beyond our reasonable control.
- 16. You may choose or be directed by us to a third party payment gateway to process your payments to us. We do not accept any responsibility for any of these third party payment gateways or for any loss or damage that may arise from your use of any of them, including without limitation, failure to complete payment, excessive or repetitive payment, damage by malicious software, or intrusion.
- 17. Subject to the policy of us, your credit card issuer, or the designated third party payment gateway, you may have the option to pay in a currency other than our denominated currency(ies). In this case, any price differences due to exchange rate or any other charges incurred by the credit card issuer or any other party payment gateway shall be borne by you.
- 18. We do not guarantee that our prices, denominated currency(ies) and/or delivery fee are without errors due to any reasons, including without limitation, technical errors or delays in changing them. In this event, we will contact you as soon as possible to rectify the error.
- 19. We will automatically assign an individual order number or reference number following every successful transaction. If you do not see this number after submitting all information required to complete transaction and receive notices from us, please contact us (see below).

#### Intellectual property

20. All content on our website are subject to copyright, trademark and other intellectual property rights of CMI, its affiliates, partners or content providers. All such rights are reserved.

- 21. All logos, brand names, product names, services names, and trade names are part of the registered and/or unregistered trademarks and intellectual property of us or our affiliates, partners or content providers. You shall not use any of such logos, brand names, product names, services names, and trade names without the prior written consent of the relevant trademark and intellectual property owner.
- 22. Unless it is expressly allowed by law, you shall not reproduce, modify or display any of the content on our website for public or commercial purpose without our prior written consent.

### Links to or from our website

- 23. Third parties may use online or offline manners to guide you to visit our website. Examples include, but are not limited to, any form of hyperlinks provided by advertisements, search engines, mobile texts, applications, or offline publications by communication media. They may be incomplete, outdated, erroneous or inaccurate. We have not reviewed all of the above, and are not responsible for the content or the accuracy of any of them.
- 24. Our website may contain hyperlinks to other websites not controlled by us. They may be offensive or inappropriate to you or others. The inclusion of such hyperlinks does not imply any endorsement by us of such websites or their content. We do not accept any responsibility for them or for any loss or damage that may arise from your use of them.

#### **Privacy policy and cookies**

25. Your continued use of our website shall constitute your acceptance of our Privacy Policy. Please refer to the <u>Privacy Policy</u> for details.

#### Our liability

- 26. Your access to our website, its content, links to or from our website, your use of them, and your actions you take on the basis of information you obtain from or through our website are all at your own risk.
- 27. We provide our website and its content without any guarantees, warranties or conditions, expressed or implied, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. We exclude all representations and warranties to the fullest extent permissible under any applicable law and jurisdiction.
- 28. To the fullest extent permissible under any applicable law and jurisdiction, we will in no circumstances be liable to you or any person claiming through you for any indirect, incidental, consequential, reliance, or special damages or for lost revenues, loss of data, lost savings, or lost profits of any kind, resulting from your use of, access to, reliance on (or your inability to use, access or rely on) our website or its content, regardless of form of action, whether in contract, warranty, strict liability, or tort, including without limitation, negligence or any kind whether active or passive.

#### **Governing law**

29. The Website Terms and Conditions are governed by the Laws of Hong Kong Special Administrative Region of the People's Republic of China.

#### Other general terms

- 30. If any provision of the Website Terms and Conditions is held to be invalid or unenforceable, the relevant provision will be deemed severed from the Website Terms and Conditions, and the remaining provisions will remain in full force and effect.
- 31. You agree to indemnify, defend and hold harmless CMI and CMI's affiliates, employees, agents, subcontractors and suppliers for and from all liabilities and costs (including reasonable legal fees) arising from any and all claims by any third party in connection with your use of, access to, reliance on (or your inability to use, access or rely on) our website or its content, (including, without limitation, any claims regarding content transmitted using our goods or services, or violation of data protection legislation) regardless of the form of action, whether in contract, tort, warranty, or strict liability.

#### Contact us

32. Should you have any question about the website, please contact our customer service via <u>cssg@cmlink.com</u>.

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