

## Fair Use Policy (公平使用原则, 中文见下方)

This Fair Use Policy ("Policy") forms part of your Agreement with CMIUK and applies where you subscribe to our Services. In order for all of our customers to enjoy the best experience on our network, systems and services ("Services"), we hereby formulate this Policy to promote responsible use of our Services and reserve the right to manage your use of our Services. We may therefore apply traffic management controls as needed. By using our Services, you hereby consent to be bound by and warrant your compliance with the terms of this Policy.

Our Services may only be used for lawful and appropriate purposes. You must only use our Services for personal and legitimate consumer purposes. You must not engage in any organized, fraudulent resale of the Services or any other activities that may cause an adverse effect on our Services or any of other CMIUK users or use our Services for business purposes. The following illustrates some, but not all, uses that are prohibited under this Policy:

- Abnormal use of SMS such as sending bulk SMS messages to promote a business, group, or organization or for any non-personal purpose would fall outside this Policy.
- You must not use our Services or SIM cards to generate artificially inflated traffic.
- You must neither use our SIM on any devices making abnormal or large volumes of calls, sending abnormal or large volumes of texts, nor using abnormal or large amount of data etc. Devices include but not limited to a gateway device, application, an automatic dialing machine or SIM box (including devices tethered via cable, Bluetooth or Wi-Fi to a computer or the Internet).
- Permanent roaming is not allowed.
- Permanent roaming means: (i) in any 120 consecutive days, you have spent more time abroad (outside of the UK) than at home (in the UK) or (ii) your roaming usage of voice, SMS or data exceeds your domestic usage during any 120 consecutive days or since the activation date (whichever is shorter). You may use the Services in the EU or China for a travel while you are normally resident in the UK. In the above two situations listed, we would firstly send a reminding SMS to you. If you continue to use the Service roaming for another 15 days after we contact you, we will suspend your roaming services. You may call our Customer Service team for a clarification of your situation, and we will consider exercising our discretion. We will resume your roaming service if you provide us a satisfactory and suitable reason. However, if your explanation is not legit to us, your roaming service can only be resumed once you return to the UK. And we will also remove you from the permanent roaming list by then. CMLink UK SIM can only be activated when you are in the UK, EU and selected destinations. The SIM cannot be activated in China (including Hong Kong, Macau and Taiwan). CMLink UK SIM can be used at the UK, EU and selected destinations, mainland China, Hong Kong and Taiwan after activation.
- CMIUK makes no guarantee regarding, and assumes no liability for, the security and integrity of data or information transmitted via our Services or over the Internet (including data information transmitted via any server designated) as "secure." CMIUK does not monitor, exercise control over, nor accept any responsibility for the contents of information passing through our network or Services. All persons and organizations, who transmit information

over or who publish information that is made accessible through our network or Services, are responsible for their respective contents of the information and for complying with the laws applicable to its publication. We, CMIUK, will cooperate with legal authorities from a competent jurisdiction in the investigation of suspected criminal or civil violations as permitted by the applicable laws.

- CMIUK is not liable for damages of any nature suffered by you or any user, end-user or any third party resulting in whole or in part from the exercising of our rights under this Policy. CMIUK does not assume any liability for others' violations of the Policy nor failures to suspend/ terminate those violations in a timely manner.
- CMIUK reserves the right to immediately suspend/ terminate without notice should we believe or determine at our sole and reasonable discretion that a violation of the Policy has occurred. CMIUK will enforce this Policy according to the severity of the violation and violator's history of infringements. Severe and/or repeated offenses will result in immediate termination of Services.
- Under no circumstance shall any above-mentioned event or any other events excuse your obligations to make payments when due under your Agreement with CMIUK.
- CMIUK reserves all rights to amend this Policy from time to time and the right of interpretations to this Policy.
- In the event of any inconsistency between the Product terms and conditions placed on the website <https://www.cmlink.com/uk/legal/product-terms-and-conditions.pdf> and this Policy, this Policy shall prevail.
- In the event of any inconsistency between the English version and the Chinese version of this Policy, the English version of this Policy shall prevail.

Last revised: 15<sup>th</sup> Aug. 2022

## 公平使用原则（如与英文版本有冲突，以英文版本为准）

公平使用原则（Fair Use Policy）（原则）是您与中国移动国际英国公司（CMIUK）之间服务协议的一部分。为确保所有的用户均能享受到最佳体验的网络，系统和服务（“服务”），我们将保留管理您使用我们服务的权力。因此，我们可能会根据需要对您使用我们的网络采取控制措施。通过使用我们的服务，您特此同意并保证遵守本原则的条款。

我们的服务只能用于合法和适当的目的。您仅能将我们的服务用于合法的私人/个人消费用途。您不得参与任何有组织的、欺诈性的服务转售或任何其他可能对我们的服务或任何其他 CMIUK 用户造成不利影响的活动，也不得将我们的服务用于商业目的。以下是本原则禁止的部分用途（包括但不限于）：

- 不可利用我们的短信服务批量发送营销或服务短信、或发送非私人/个人目的相关的团体/组织短信。
- 不可将我们的服务或 SIM 卡用于非正常用途，人为制造不必要的用量。
- 不可将我们的 SIM 卡用于任意设备中拨打异常或大量电话、发送异常或大量信息，使用异常或大量流量等，设备包含但不限于网关设备、应用、自动拨号机或 SIM 卡卡池（包括通过电缆、蓝牙或 Wi-Fi 与电脑或互联网连接）等。
- 不允许永久漫游。  
以下情形将会被认为是永久漫游：(i) 在任何连续的 120 天内，您在漫游地（英国以外）逗留的时间长于在归属地（英国本地）逗留的时间；或者 (ii) 在任何连续的 120 天内或自激活之日起（以短的为准），您在漫游地（英国以外）的语音，短信和流量用量超过归属地（英国本地）的语音，短信和流量用量。如果您通常居住地是英国，那您一般来往欧洲和中国的旅游是可以正常使用服务的。但是如果在以上两种情况下，我们首先会给您发送预警短信，如果此状态依然持续 15 日，我们将暂时停止您的漫游使用服务。您可以致电客服热线，并向我们提供合理解释（由我们自行决定是否合理）。在您提供了合理解释的情况下，我们将为您恢复正常使用，但如果您未能提供合理解释，那么您的漫游使用服务只能等您返回英国后才能恢复，届时我们也会将您从永久漫游用户清单中移除。
- CMLink 英国手机卡仅支持在英国、欧盟及指定地区激活，大中华（中国内地、中国香港、中国澳门、中国台湾）地区不能激活。激活以后可以在英国、中国内地、中国香港、欧盟及指定地区使用。
- CMIUK 对通过我们的服务或通过互联网（包括通过指定的任何服务器传输的数据信息）传输的数据或信息的安全性和完整性不作任何保证，也不承担任何责任。CMIUK 不监控，不控制，也不对通过我们的网络或服务传递的信息内容承担任何责任。所有通过我们的网络或服务传输信息或发布信息的个人和组织，需对其各自的信息内容负责，并遵守相关的法律。我们，CMIUK，将在法律允许的情况下，与司法管辖区的法律机构合作，调查涉嫌刑事或民事违法的行为。
- 对于您或任何用户、最终用户或任何第三方因行使本原则而造成的全部或部分权利受到任何性质的损害，CMIUK 概不负责。CMIUK 不对其他违反本原则的行为或未能及时暂停/终止这些违反行为承担任何责任。
- 若我们认为或自行判断有发生违反本原则的行为，CMIUK 保留立即停机/销户的权利，恕不另行通知。CMIUK 将根据违规的严重程度和违规者的违规历史执行本原则。严重和/或重复违规将导致服务的立即终止。

- 在任何情况下，上述事件或任何其他事件均不得免除您根据与 CMIUK 的协议到期付款的义务。
- CMIUK 保留随时修改本原则的权利以及对本原则的解释权。
- 如果网站上的产品条款及细则与本原则不一致，<https://www.cmlink.com/uk/legal/product-terms-and-conditions.pdf>，以本原则为准。
- 如果本原则的英文版本和中文版本之间存在任何不一致，则应以本原则的英语版本为准。

最后修订：2022 年 8 月 15 日