

## 現代移動儲值卡預先實名登記條款及細則

1. 此條款及細則適用於所有儲值卡，所有儲值卡同時受《儲值卡服務使用條款》約束。
2. 於 2021 年 9 月 1 日起，《電訊 (登記用戶識別卡) 規例》(以《規例》要求電訊商建立實名登記系統，以供用戶於啟動儲值卡前辦理實名登記。
3. 《規例》將分階段實施，詳情如下：
  - 第一階段：於 2022 年 3 月 1 日起，所有在市面可供售賣的儲值卡及在該日起生效的服務計劃，均須在啟動服務前遵照規定作個人資料實名登記才可啟用。
  - 第二階段：於 2023 年 2 月 23 日或以前，所有在登記日前已經出售的儲值卡，均須遵照《規例》向電訊商辦理實名登記 (生效日期)才可啟用。
4. 在《規例》生效日期前做準備，我們提供預先實名登記服務，以供客戶自願在現代移動的流動應用程式提供指明資料《指明資料》，並按《規例》作預先登記。指明資料包括：如個人用戶，包括姓名、出生日期，身份證明文件及其編號，如企業用戶，包括商業登記資料、分行登記及一位負責人的個人資料。
5. 根據《規例》，
  - 如客戶未能在生效日期前提供指明資料或完成實名登記，現代移動有權暫停及中止儲值卡之本地服務而不作另行通知。
  - 香港身份證持有人必須以香港身份證進行實名登記，且不能使用其他證件重複登記。非香港身份證持有人可以有效旅遊證件作實名登記，惟需注意英國國民(海外)護照(BN(O))並非可接受之旅遊證件。
  - 個人用戶向每間電訊商最多登記 10 張儲值卡，商業用戶最多登記 25 張儲值卡。
6. 我們根據《私隱政策》及《規例》向客戶收集指明資料及個人資料。

# 儲值卡服務使用條款

## 1. 關於本《客戶條款》與你的協議

- 1.1 《客戶條款》是為讓你進入「More Mobile」及 使用 More 服務而設之一般條款及細則。
- 1.2 本《客戶條款》是我們的標準協議，連同你同意的任何其他條款，均對你及我們具約束力。有關標準協議的內容，可瀏覽我們的網站 [www.morebuddy.com](http://www.morebuddy.com)。
- 1.3 你與我們簽訂的協議包括本《客戶條款》和我們制訂的文件內所載的其他條款以及你曾簽署的任何申請表格或協議文本。
- 1.4 本文件中，凡提及：
  - "我們"或"我們的"指 More Mobile/現代移動；
  - 你"或"你的"指你，即我們的客戶；及
  - "協議"，指你與我們簽訂有關提供 More Mobile 服務的協議。
- 1.5 我們與你連線後，你的協議隨即生效。
- 1.6 你的協議屬私人文件。除非我們向你發出書面同意，否則，你一直有責任遵守你的協議。即使你把你的手機、其他裝置或智能卡給予其他人士，亦不能轉移你的任何權利或責任予該等人士。
- 1.7 本《客戶條款》並不涵蓋你在使用 More Mobile 服務時與其他第三方所達成的任何其他購物或服務。

## 2. 變更你的協議

- 2.1 在符合第 2.3 款的規定下，我們保留權利可變更、修訂、修改或取消你的協議內任何條款及細則或在你的協議內增補新的條款及細則。
- 2.2 在符合通訊事務管理局(通訊局)公佈的任何牌照規定或指引下，我們將向你發出有關變更、修訂、修改、取消或增補任何條款及細則的通知。
- 2.3 對於不利於你的任何條款及細則的變更、修訂、修改、取消或增補，我們務必發出不少於 7 日的事先通知。

## 3. 為你提供的服務

- 3.1 我們將為你開設一個帳戶，並向你提供智能卡。除非你已向我們轉攜你原先的手機號碼，否則，我們會給你一個新的手機號碼和其他服務號碼(如適用)。
- 3.2 你不得以未被認可之方法擅自干擾或容許任何其他人士擅自干擾你的手機、其他裝置及/或配件，同時，不得複製或容許任何其他人士複製智能卡中預先設定的任何程式編製數據。

- 3.3 我們力求時刻為你提供服務。不過，現時僅限於「CSL 網絡」的覆蓋範圍內方可接收 CSL 服務。此外，在「CSL 網絡」的覆蓋範圍內，你在某些地區或許只能接收有限的 CSL 服務或無法享用 CSL 服務。
- 3.4 我們不能保證服務絕無瑕疵。在某些情況下，你或會未能繼續使用 More Mobile 服務，或是訊息未能傳送給你以致你無法接收訊息，又或是服務質素受影響，例如：
- \*我們有必要對「More Mobile」服務進行升級、維修或其他工作；
  - \*你如要享用本地服務並需從「More Mobile」轉至其他供應商的網絡時，或會未能維持原有的通話服務及數據項目；
  - \*基於我們無法控制的因素，例如你的手機或其他裝置的性能或功能問題、監管規定、容量不足、其他供應商和內容供應商的服務中斷、其他通訊網絡產生故障、天氣影響、受到高山、隧道或其他實質障礙物引致的無線電干擾現象；或
  - \*當你身處香港以外的地區或非「More Mobile」覆蓋範圍內的地區時，More Mobile 服務運作會暫停，這是非我們所能控制的情況。
- 3.5 對於使用跨網短訊服務，客戶同意在發出宣傳性的跨網短訊之前會預先取得收訊人的明確同意接收。倘若客戶未經收訊人同意接收而擅自發出跨網短訊，本公司有權暫停或終止提供跨網短訊服務。在本條款中(“宣傳性跨網短訊”)是指包含宣傳性及類似之短訊，而(“擅自發出的跨網短訊”)是指未經收訊人預先明確同意接收的宣傳性短訊。客戶可向本公司索取跨網短訊之實務守則。

#### 4. 你的義務

- 4.1 你的智能卡、手機或其他裝置一旦遺失、遭盜竊或受破壞，又或你已出售或送出你的智能卡、手機或其他裝置，你仍須對你的儲值卡賬戶內有關 More Mobile 服務的一切使用量負責，直至你根據本《客戶條款》要求我們暫停智能卡或終止你的協議為止。
- 4.2 所有 More Mobile 服務之收費會根據我們所訂下之收費標準，你有責任於使用 More Mobile 服務前查詢有關收費標準。
- 4.3 儲值卡賬戶內所有餘額或剩餘之用量皆不能退還、轉讓或贖回現金。於任何情況下，包括遺失或損毀智能卡，所有儲值卡賬戶剩餘之金額皆不能退還或轉讓。
- 4.4 儲值卡賬戶內須有足夠用量及/或金額方可使用 More Mobile 服務。然而，為免儲值卡被終止，請於賬戶有效期限前替你的儲值卡賬戶增值不少於所需服務之最低金額。如被終止，儲值卡賬戶內之剩餘金額將會被自動扣除。
- 4.5 如你的儲值卡之用量及/或金額已全部被扣除或不足，你將不能使用任何 More Mobile 服務。

- 4.6 於使用個別 **More Mobile** 服務或內容前，我們會視乎你所使用之服務或條款需要而可能要求你承諾提供你的真確姓名、地址、年齡和其他所有的事實資料。你須保證：
- \* 你所提供的資料絕對真確；
  - \* 你已完全接受 **More Mobile** 服務及/或內容所列之附加條款及守則。
- 4.7 你不得使用 **More Mobile** 服務或容許任何其他人士使用 **More Mobile** 服務作非法、不當、誹謗性質或違法用途。例如：
- \* 從事欺詐、刑事或其他非法活動；
  - \* 以任何方式侵犯另一人的權利，包括版權或其他知識產權；
  - \* 複製、儲存、改動、另行發佈或另行分發 **More Mobile** 服務或內容(例如鈴聲)，如你已獲得我們的許可則不在此限；
  - \* 下載、傳送或上載容量過大、數量過多的內容或過份頻密地下載、傳送或上載內容，為其他使用者帶來不便；
  - \* 在你所上載的檔案中，捏改或刪除其軟件起始或軟件源中的任何作者屬性、法律或其他正當通知或所有權標記或標識或其他內容；
  - \* 在未得通話的另一方同意進行電話錄音的情況下，使用你的手機記錄任何電話對話內容或以任何方式發表錄音對話；
  - \* 設立、使用、複製、下載或提供 3 服務使用者或任何其他使用者的任何目錄或其使用資料予任何人士或機構，不管你是否因此獲金錢回報；及
  - \* 傳送淫褻或令人反感的訊息或使用在香港並非廣泛為人明白的語言。

## 5. 私隱聲明

- 5.1 你有權確保我們只可根據你的協議及我們的《私隱聲明》使用你的個人資料。我們的《私隱聲明》會受我們在法律下的義務所約束。

## 6. 暫停 More Mobile 服務

- 6.1 如發生下列情況，我們可依我們的酌情決定暫停你的儲值卡賬戶或任何或全部的 **More Mobile** 服務而不另行通知：
- \* 你不履行你的協議內任何條款；
  - \* 儲值卡賬戶內之餘額未能達到我們要收取服務之金額；
  - \* 我們在合理情況下相信你向我們提供虛假或誤導的個人資料；
  - \* 我們接獲關於你的嚴重投訴，而我們相信投訴屬實；
  - \* 我們須因應緊急服務的需要或其他政府機構的規定暫停你的 **More Mobile** 服務；
  - \* 我們認為有必要保障 **More Mobile** 服務的水準或「**More Mobile** 網絡」的穩定性；
  - \* **More Mobile** 網絡或任何相關的設備產生故障或需要進行改進或維修工作
  - \* 根據我們的合理意見，認為出現或已經出現擅自、違法、以欺詐手段或不合理的方式使用 **More Mobile** 服務的情況或你在使用 **More Mobile** 服務或任

何相關的設備時正在對或可能會對「More Mobile 網絡」及/或有關設備造成損害或干擾；

\*儲值卡賬戶內之餘額未能達到由我們所訂之最低金額。我們擁有對上述金額之決定與更改權。

\*我們有權終止本協議。

## 7 免責聲明

- 7.1 我們將不會對我們的電訊服務供應商之錯誤而造成的任何損害和損失承擔責任。
- 7.2 我們將不會因客戶的流動裝置故障和/或設定錯誤導致未能獲得互聯網服務負上責任。
- 7.3 我們不會對客戶不適當、不小心使用、或誤置流動裝置導致短路或火災，引致的人員傷亡和損失承擔任何責任，我們建議客戶留意和小心使用裝置。
- 7.4 客戶同意如果 More Mobile SIM 卡丟失，被盜或損毀，或沒有你的授權下被使用，我們沒有責任對你作出退款。
- 7.5 我們可在沒有另行通知下，對全部或部分服務作出我們認為需要的修改或暫停，（例如，維護，升級，安全，緊急或其他理由）。我們會努力盡量減少這種服務中斷。然而，有些中斷是不可避免的。如這情況出現及在可行之下，我們會盡快通知客戶。
- 7.6 我們可能不時改變產品和服務，以遵守適用的安全、法規或法定要求，恕不另行通知。但這種變化不會對產品和服務的性質和範圍、收費有重大影響，我們並不聲明及保證產品本身，和服務的運行（或包括第三方提供的相關產品或服務）不會中斷、適時的、安全或正確無誤，或可滿足客戶的特定需求。
- 7.7 在超出我們可控制情況下，產品和服務的質量和供應會受到一定的限制，包括但不限於物理、地理和氣候因素。

## 8. 法律責任

8.1 就 More Mobile 服務而言，我們對你應負的所有義務已在你的協議內列明，唯本第 8 條內另有條文訂明者除外：

\*對於你或任何第三方在下列情況下招致的任何損失或損害，我們、我們的僱員、代理人或次承辦商均毋須對你或任何第三方負上法律責任(不管是合約上的、侵權法下的或其他方面的法律責任)：

- a) 基於 More Mobile 服務的任何故障、延誤、中斷、遺漏或錯誤或與履行你的協議有關的情況，不論此等故障、延誤、中斷、遺漏或錯誤是否由我們或我們的僱員、代理人或次承辦商的行為或不作為或疏忽所引致；
- b) 基於某些非我們能合理控制的因素而導致無法履行或延遲履行你的協議或 More Mobile 服務或與此有關的情況，此等因素包括但不限於天災、流行

性疾病擴散、閃電、火災、地震、暴風、水災或其他自然災害、迫近的戰爭威脅、暴動或其他的民眾抗命行為、工業爭拗、停電、電話線路故障、廠房或機械故障或失靈、政府限制、禁制或沒收。

## 9. 重新接駁

- 9.1. 凡服務在任何原因或客戶要求而被終止下，一旦終止服務，號碼已歸還 CSL. 本公司可以按客戶要求，以絕對酌情權，向 CSL 取回號碼及重新接駁（但絕不保證一定成功）而客戶需要清付所有未繳費用款項，需要預購買一年數據計劃加新卡費用。
- 9.2. 重新接駁服務亦會把終止服務期重新計算，終止服務前所有任何形式的贈送或已購買的數據均會被取消而不作任何形式的退還。

## 10 私隱政策

10.1. 此項私隱政策說明 **More Mobile**（“本公司”）在收集、使用、共用和保護顧客個人資料方面的政策和做法。本公司日後可能會更新或修改此項政策。有關更改將於本公司網頁上刊出。

### 10.2. 顧客個人資料的收集

- a) 以配合本公司業務運作（包括出售、提供、登記和推廣本公司的產品及服務），本公司將在以下情況收集閣下的個人資料：
- (i) 購買本公司的產品或服務（包括在網上或者經本公司的授權交易商或代理商購買）；
  - (ii) 向本公司查詢關於產品或服務的資料；
  - (iii) 聯絡本公司提出查詢或投訴；
  - (iv) 通過本公司的服務參加各種推廣、比賽或抽獎活動；
  - (v) 使用本公司的產品或服務；
  - (vi) 參與市場研究；
  - (vii) 使用本公司的流動應用程式（“流動應用程式”）或瀏覽本公司網頁。
- b) 本公司亦可能從一般商業名錄、信用資料公司或徵信社等其他機構收集於閣下的資料，以便為就閣下所要求服務的費用，設立及提供支援。
- c) 當閣下使用本公司服務時，包括但不只限於以下情況，本公司亦可間接地向閣下收集資料：
- (i) 閣下使用瀏覽本公司網頁時；
  - (ii) 閣下通過本公司的服務瀏覽或進入互聯網及/或流動互聯網時

### 10.3. 收集的個人資料種類

- a) 以配合本公司業務運作，包括本公司的產品、服務的銷售、提供和行政目的，本公司收集的資料包括但不只限於下列各項：
- (i) 閣下姓名；
  - (ii) 送貨地址；

- (iii) 付款詳情，包括信用卡資料和其他銀行資料；
  - (iv) 聯絡詳情，包括聯絡人姓名、流動電話號碼、電郵地址；
  - (v) 關於閣下致電本公司熱線的筆錄或錄音；
  - (vi) 閣下發給本公司的電郵或信件；閣下與本公司聯絡的其他記錄；
  - (vii) 閣下的賬戶資料，例如付款日期、充值/加購日費資料等，以及關於閣下賬戶的其他資料。
- b) 為支援本公司提供產品及服務，本公司可能會自動收集關於閣下如何使用其產品和服務的資料，包括 但不只限於：
- (i) 閣下收發電話、文字訊息、多媒體訊息、電郵和其他通訊的電話號碼及/或電郵地址，以及有 關通訊的日期、時間、用時、來源及目的地和費用；
  - (ii) 閣下的互聯網瀏覽器及版本、搜尋和瀏覽歷史（包括瀏覽網站）、IP 地址和閣下的所在位置數 據； 為改善本公司網站的表現及提高閣下的在綫體驗，我們可能會在網站上使用曲奇檔案（cookies）。閣 下可在閣下的瀏覽器上設定停用曲奇檔案，但閣下如作出上述設定，則有可能無法登入本公司網站的 某些頁面或使用某些功能。
- c) 倘若閣下選擇不提供閣下的個人資料，本公司可能無法向閣下提供本公司的產品或服務或進行本私隱 政策所述的活動。

10.4 顧客個人資料的使用 本公司可以為包括但不只以下各項之目的，使用和分析閣下之資料：

- (i) 本公司服務涉及之日常運作；
- (ii) 處理閣下的訂單，提供閣下向本公司購買的產品和服務，為閣下提供關於 訂單進度的最新消息；
- (iii) 為閣下提供關於本公司最新優惠或推廣活動的消息；
- (iv) 在閣下提出產品或服務的查詢時為閣下提供協助，包括調查和解決影響服務質素的問題，處理閣下的任何賬單查詢；
- (v) 向閣下發出關於使用本公司產品或服務的電郵/短信/收據；
- (vi) 保護本公司的網絡供應商，包括對電話、文字訊息、數據、使用本公司網絡供應商的其他方式的 用量進行管理；
- (vii) 對閣下和其他顧客使用本公司網絡供應商、產品和服務的情況進行分析，以便本公司能夠進 一步改善產品和服務及/或為閣下提供更合適的產品和服務種類；
- (viii) 或者除去個人身份資料的基礎上，進行研究和統計分析，以及監察顧客使用本公司的網絡供應 商、產品和服務的情況；
- (ix) 協助本公司預防發生欺詐或罪案；
- (x) 追查、追討債務，管理信用；
- (xi) 在有需要時聯絡閣下。

10.5 個人資料的保留 本公司將根據其內部政策，銷毀持有的個人資料。除非持有個人資料的原因，乃同時為遵守適用的法定、監管或合約義務或者為調查、偵測罪案、檢控疑犯之目的外，本公司只會限於其為本私隱政策所述目的（及直接相關的目的）而需要有關資料的時間內保留個人資料。

#### 10.6 個人資料的披露和共用

- a) 本公司將會為持有的一切個人資料保密，但可能會向以下各方披露關於閣下的資料，以供其就上文所述目的及本段下文所述任何其他目的而使用、披露、處理或保留閣下的個人資料：
- (i) 參與提供閣下購買或使用的產品和服務的承包商、代理商、供應商；
  - (ii) 銀行或金融機構、付款卡或信用卡發卡公司；
  - (iii) 信用資料公司或徵信社；
  - (iv) 債務代收或追討代理公司；
  - (v) 緊急服務提供者（如閣下緊急致電）（此情況下可披露閣下的大概位置）；
  - (vi) 專業顧問（包括律師和核數師）；
  - (vii) 任何代理人、承包商、或向本公司提供行政、電訊、電腦、付款、數據分析或其他與本公司業務運作有關的其他服務的第三方服務供應商或第三方網絡供應商；
  - (viii) 執法機構、政府部門、監管部門、法院或法律要求的其他機構；
  - (ix) 在根據對本公司具法律約束力的規定，或因監管或其他管理機構所要求本公司遵守的指引，履行對任何人士的披露責任；
  - (x) 由第三方供應商所提供獎賞、年資及優惠；
  - (xi) 為達至以上第 4 項條款而被本公司僱用之第三方服務供應商（包括但不限於代客寄件中心、電話行銷及直銷代理人、電話中心、數據處理公司及資訊科技公司）
- b) 本公司可能會在本公司網站上推廣或提及本公司業務夥伴或其他第三方所經營的網上商店或網站。倘若閣下希望從該等商店或網站使用或訂購任何服務或產品及點擊其鏈接，閣下就此提供並轉移予該等商店或網站的任何資料均在本公司的控制範圍以外。本公司對該等鏈接概不承擔任何責任。閣下應詳細閱讀其私隱政策。

#### 10.7. 個人資料的保安

本公司實施充分措施保護閣下的個人資料，以避免被人擅自取用、意外遺失或損壞。

本協議以中、英文書寫，而中、英文文本均具有同等效力。



## **More Mobile Prepaid Card - Real-name Registration Terms and Conditions (“Terms and Conditions”)**

1. This information relates to all prepaid SIM Services. These terms and conditions are in addition to the Service Term.
2. On 1 September 2021, the Telecommunications (Registration of SIM Cards) Regulation (Regulation) require operators to implement a system for customers to provide personal information to their operator prior to the use of prepaid SIM service.
3. The Regulation will be implemented in phases as follows:
  - \*\* Phase one: on 1 March 2022, all prepaid SIM cards that are available for sale in the market and new prepaid SIM service plans starting from that date must complete real-name registration before activation.
  - \*\* Phase two: on or before 23 February 2023, all existing prepaid SIM card users must complete the real-name registration with their respective operators on a mandatory basis (Effective Date) to use the prepaid SIM services.
4. In anticipating the Effective Date of the Regulation, we provide More Mobile application for customers to pre-register the Specified Information of prepaid SIM services to meet the Regulation requirements on a voluntary basis prior to the Effective Date. The Specified Information, for individual users, it shall include the full name, date of birth, identification document and its number; for organization user, it shall include the information of the business registration or a branch registration and the responsible person name and identification document.
5. According to the Regulation,
  - i) you cannot use the prepaid SIM services, if you fail to provide the Specified Information to the respective operator by the Effective Date and we reserve the rights to suspend and terminate the local services of the prepaid SIM cards without prior notice.
  - ii) if you are a holder of Hong Kong Identity Card, you must register the SIM cards with the Hong Kong Identity Card. For customers who does not hold a Hong Kong Identity Card may register with a valid travel document, which do not include a British National (Overseas) (BN(O)) passport.
  - iii) quota applies for subscribing to prepaid SIM service, for Individual users

no more than 10 prepaid SIM cards and for organization user, 25 prepaid SIM cards for a business registration certificate or a brand registration certificate.

6. We collect the Specified Information and personal information of customers in accordance to the Privacy Policy and the Regulation.

## Prepaid Sim Card Services Terms and Conditions

1. About these Customer Terms and your agreement
  - 1.1 These Customer Terms for More Mobile are the general terms and conditions governing your access of More Mobile network and the supply of More Mobile Services.
  - 1.2 These Customer Terms are our agreement, which, along with any other terms that you agree to, are binding on you and us. The agreement is available on our website at [www.morebuddy.com](http://www.morebuddy.com)
  - 1.3 Your agreement with us is made up of these Customer Terms and other terms contained in the documents we produce, and any application or agreement forms you sign.
  - 1.4 When we say;
    - “we” , “us” or “our” , we mean More Mobile
    - “You” or “your” , we mean you, our customer and
    - “agreement” , we mean your agreement with us of the More Mobile
  - 1.5 Your agreement with us commences when we connect you.
  - 1.6 Your agreement is personal to you. Unless we give you written consent, you remain responsible for complying with your agreement and you may not pass any of your rights or responsibilities to anyone else.
  - 1.7 These Customer Terms does not cover any purchase of products or other services while using More Mobile.
2. **Variations to your agreement**
  - 2.1 We reserve the right at anytime to vary, modify or delete any or all of the terms and conditions contained herein without further notice.
  - 2.2 Under the OFCA guide, we will notice you modify or delete any or all of the terms and conditions.
  - 2.3 We must give not less than 7 days ‘prior notice in respect of any variation, amendment, modification, deletion or addition which is not favorable to you.
3. **What we will provide to you**
  - 3.1 We will open a prepaid account for you and provide you with a Sim and, except where you have ported-in your previous mobile number to us, a new mobile number and other service numbers, if applicable.

3.2 You shall not tamper or allow any other person to tamper with you Handset, Other Device and /or Accessory by unauthorized means and shall not copy or allow any other person to copy any pre-programmed data of any SIM.

3.3 We will always try to make More Mobile services available to you. However, More Mobile Service are only available within CSL Network coverage area. Within CSL Network coverage area, there may be places where access to CSL Network is limited or unavailable.

3.4 We cannot guarantee fault-free service. There may be situations where More Mobile Services are not continuously available or information is not duly transmitted to, and received by, you or the quality is affected, for example;

- \* when we need to perform any upgrading, maintenance or other work on Mobile Mobile Services.

- \* calls and data sessions may not be maintained when you move from More Mobile Network where you are outside Hong Kong

- \* because of factors outside our control, such as the features or functionality of your Handset or Other Device, regulatory requirement, lack of capacity, interruptions to services by Other Providers and Content Providers, faults in other communications networks, the weather or radio interference caused by hills, tunnels or other physical obstructions; or

- \* where you are outside Hong Kong, or in areas not covered by More Mobile Network in which case More Mobile relies on Other Provider networks which we have no control.

#### **4. Your Obligation**

4.1 If your SIM, Handset or other Devices is lost, stolen or damaged, or you have sold or given away your SIM, Handset or Other Device, you will remain responsible for all usage of More Mobile on your prepaid account until such time as you ask us to suspend the Sim or your agreement is terminated in accordance with these customer terms.

4.2 All Charge, including call and usage charges for More Mobile will be based on the applicable rates as determined by us. You are solely responsible to check the applicable rates before using any More Mobile Services.

4.3 Credits in your prepaid account are non-refundable, non-transferable and not redeemable for cash. You are advised that we will also not refund nor transfer any remaining credit in your prepaid account even in the event of loss or damaged Sim.

4.4 You will be required to ensure that there is sufficient airtime and/or credit in your prepaid account before being able to use More Mobile services. Notwithstanding any credit remaining in your prepaid account, you will also be required to recharge

your prepaid account with additional minimum credit before the expiry of the account De-Activation Period in order to avoid the termination of your prepaid account. Upon termination, the remaining credit in your prepaid account will also be forfeited.

4.5 You will not be able to use any More Mobile services if you have no or insufficient airtime and/or credit in your prepaid account.

4.6 Depending on More Mobile Services you use or if so required by the regulatory authorities, we may require you to provide us with your personal information and you hereby undertake to provide your correct name, address, age and all such other factual information either before we connect you or before allowing you to access the applicable More Mobile Services or Content. In respect of the foregoing, you warrant that;

- All information provided is true and correct in all respect;
- You have full contractual capacity to agree to all of the additional or supplemental terms and conditions applicable for the access of the applicable More Mobile Services and/or Content.

## **5. Privacy Policy**

5.1 You are entitled to ensure that we will only use your personal information in accordance with your agreement and our Privacy Policy. Our Privacy Policy will be subject to our obligations under law.

## **5. Suspension of More Mobile Services**

6.1 We may, at our discretion, suspend your prepaid account or any or all More Mobile services without notice if;

\* \* you have not complied with any of the terms of your agreement;

\*\* the remaining credit in your prepaid account is insufficient to cover the periodic charges or such other charges which we may levy;

\*\*we reasonably believe you have provided us with false or misleading details about yourself;

\*\*we receive a serious complaint against you which we believe to be genuine;

\*\*we are required to suspend your More Mobile service by the emergency services or other government authorities;

\*\*we consider it necessary to safeguard the standard of More Mobile services or the integrity of More Mobile Network;

\*\*More Mobile Network or any relevant equipment fails or requires modification or maintenance;

\*\*in our reasonable opinion, there is or has been unauthorized, unlawful, fraudulent or unreasonable use or usage of More Mobile Services or the use of More Mobile services or

any relevant equipment by you is causing or may potentially caused damage or interference to More Mobile Netowrk and/or such equipment;  
\*\* the remaining credit in your prepaid account falls below such limit as we may, in our reasonable discretion, determine from time to time; or  
\*\*we are entitled to end this agreement.

## **7.Disclaimer**

- 7.1 We will not be liable for any damages and losses caused by the mistakes of our telecommunications service provider
- 7.2 We will not be held responsible for the failure to obtain Internet service due to malfunction and/or incorrect configuration of the customer's mobile device.
- 7.3 We will not take any responsibility for personal injury and loss caused by improper, careless use, or misplacement of mobile devices, resulting in short circuit or fire. We recommend that customers pay attention and be careful to use the device.
- 7.4 The customer agrees that if the More Mobile SIM card is lost, stolen or damaged, or used without your authorization, we shall not be liable to you for a refund
- 7.5 We may modify or suspend all or part of the Services as we deem necessary without prior notice (eg maintenance, upgrade, security, emergency or other reasons). We will endeavour to minimise this disruption of service. However, some disruptions are inevitable. If this occurs and as practicable, we will notify the client as soon as possible.
- 7.6 We may make changes to our products and services from time to time without notice to comply with applicable safety, regulatory or statutory requirements. However, such changes will not have a significant impact on the nature, scope and charges of products and services, and we do not represent and guarantee that the operation of the products and services (or related products or services provided by third parties) will not be interrupted or timely. , safe or correct, or meet the specific needs of the customer.
- 7.7 The quality and availability of products and services are subject to certain limitations beyond our control, including but not limited to physical, geographical and climatic factors.

## **8. Liability**

8.1 All of our obligations to you relating to More Mobile Services are set out in your agreement and, except as otherwise set out in this Section 8:

\*\*We, our employees, agents or subcontractors shall not be liable to you or any third party, whether in contract, tort or otherwise for any loss or damage incurred by you or any

third party:

- a. Resulting from or in connection with any failure, delay, interruption, omission or mistake in More Mobile Services or the performance of your agreement, whether or not such failure, delay, interruption, omission or mistake is caused by our acts or omissions or negligence or those of our employees, agents or sub-contractors;
- b. resulting from or in connection with any failure or delay in the performance of your agreement of More Mobile Services due to factors outside our reasonable control including, without limitation, acts of God, spread of epidemic, lightning, fire, earthquake, storm, flood or other natural calamities, the threat of imminent war, riots or other acts or civil disobedience, industrial disputes, power failure, failure of telephone lines, failure or breakdown of plant or machinery or government restraint, prohibition or expropriation.

## **9. RECONNECTION**

9.1. If the Services is disconnected for any reasons or upon the Customer's request, the Company may upon the Customer's request reconnect the Services subject to payment by the Customer of all sums due or owing to the Company, a deposit requested by the Company and a reconnection charge. The amount of the deposit and the reconnection charge shall be determined by the Company in its sole and absolute discretion.

9.2. The disconnected service period shall be recounted after the Services are reconnected. All data and rewards obtained in any form or any data or rewards that are transferred before disconnection shall not be refunded.

## **10 Privacy policy**

10.1. This privacy policy sets out the policies and practices of More Mobile in the collection, use, sharing and protection of customers' personal information. More mobile may update or change this policy and these changes will be posted in our website.

10.2. Collection of Customer' s Personal Information

a) For the purpose of carrying on More mobile' s business including sale, provision, registration and advertisements of More mobile' s products and services, More mobile will collect your personal information when you:

- (i) purchase products or services from More Mobile (including purchase through on-line or More Mobile' s authorized dealers or agents);
- (ii) enquire information about a product or service from More Mobile;
- (iii) contact More Mobile with an enquiry or complaint;
- (iv) enter any promotions, competitions, prize draws through More Mobile' s services;

- (v) use More Mobile' s products or services; or
- (vi) take part in market research;
- (vii) visit or browse our websites.

b) More Mobile may also collect information about you from other organizations including general business directories and credit information or reference bureau necessary to establish and support the payment of any services being requested by you.

c) More Mobile may also collect information indirectly from you when you use More Mobile' s services including but not limited to when you:

- (i) browse our websites;
- (ii) browse or otherwise access the Internet, WAP sites and/or the mobile internet through More Mobile' s services;

### 10.3. Types of Personal Data Collected

a) For the purpose of carrying on More Mobile' s business including sale, provision, registration and administration of More Mobile' s products and services (including relevant on-line products and services), the information that More Mobile collects includes but is not limited to the following:

- (i) your name;
- (ii) delivery address;
- (iii) payment details including credit card information, bank account and other banking information;
- (iv) contact details, including contact name and mobile telephone number and email address;
- (v) a note or recording of a call that you made to More Mobile' s hotlines;
- (vi) an email or letter you send to More Mobile; and other records of any contact you have with More Mobile;
- (vii) your account information, such as dates of payment, top-up information and any other information relating to your account.

b) In support of the products and services provided by More Mobile, information may be automatically collected by More Mobile on how you use More Mobile' s products and services, including but not limited to:

- (i) the telephone numbers and/or email addresses of calls, texts, MMS, emails and other communications made and received by you and the date, duration, time, origin and destination and cost of such communications;
- (ii) your browser type and version, searching and browsing history (including

websites you visit), IP address and location data; More Mobile may use cookies across its websites in order to improve their performance and enhance your online experience. You may disable cookies on your web browser but if you do so, you may not be able to access certain areas or features of our websites.

c) If you choose not to provide your personal data, More Mobile may not be able to provide you with its products or services or carry out the activities mentioned in this policy.

#### 10.4. Use of Customers' Personal Information

More Mobile may use and analyse your information for purposes including but not limited to:

- (i) the daily operation of More Mobile's services;
- (ii) processing your order and providing the products and services that you have bought from More Mobile and keeping you updated with the progress of your order;
- (iii) keeping you updated of More Mobile's latest offers or promotions;
- (iv) assisting you with any products or services enquiries, including investigating and resolving service affecting issues and dealing with any billing queries you may have;
- (v) billing you for using More Mobile's products or services;
- (vi) protecting More Mobile's network service provider including managing the volume of calls, texts, data and other use of More Mobile's network service provider;
- (vii) analysing usage of More Mobile's products and services by you and other customers so that More Mobile can further improve More Mobile's products and services and/or better tailor the type of products and services presented to customers;
- (viii) carrying out research and statistical analysis and monitoring customer use of More Mobile's network service provider, products and services on an anonymous or depersonalised basis ;assisting More Mobile in fraud and crime prevention;
- (ix) debt tracing, debt recovery and credit management;
- (x) contacting you if necessary

10.5. Retention of Personal Data More Mobile will destroy any personal data it may hold in accordance with its internal policy. Personal data will only be retained for as long as More Mobile needs it for the purposes of use stated in this policy (and directly related purposes) unless the personal data is also retained to satisfy any applicable



statutory, regulatory or contractual obligations or for the purpose of investigation, detection and prosecution of crime.

#### 10.6. Disclosure and Sharing of Personal Data

a) All personal data held by Birdie will be kept confidential but Birdie may disclose information about you to the following parties to use, disclose, process or retain your personal data for the purposes mentioned above and any other purposes indicated in this paragraph below:

- (i) contractors, agents or suppliers who are involved in delivering the products and services you have ordered or used;
- (ii) any banking or financial institutions, charge or credit card issuing companies; (iii) credit information or reference bureaux;
- (iv) debit-collection agencies or other debt-recovery organizations;
- (v) emergency services (if you make an emergency call), including your approximate location;
- (vi) professional advisers (which shall include lawyers and auditors);
- (vii) any agent, contractor or third party service provider or third party network service provider who provides administrative, telecommunications, computer, payment, data analytics or other services to Birdie in connection with the operation of its business;
- (viii) law-enforcement or government bodies, regulatory bodies, courts or as required by law;
- (ix) any person to whom Birdie is under an obligation to make disclosure under the requirements of any law binding on Birdie or under and for the purposes of any guidelines issued by regulatory or other authorities with which Birdie is expected to comply;
- (x) third party reward, loyalty and privileges programme providers;
- (xi) external service providers (including but not limited to mailing houses, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that Birdie engages for the purposes set out in paragraph 4;

b) Birdie may promote or refer to online stores or websites operated by its business partners or other third parties on Birdie's website. If you want to use or order any services or products from them and click on their links, any information that you provided which is transferred to them will be beyond Birdie's control. Birdie takes no responsibility over such links. You are advised to study their privacy policies.

#### 10.7. Security of Personal Data

More Mobile has adequate measures to protect your personal information from unauthorized access, accidental loss or destruction.