

## Mango Terms & Conditions

### A. 條款及條件

(本部份適用於所有服務客戶)

- 定義**

「**投注戶口**」指由香港賽馬會提供之帳戶以供帳戶持有人按照香港賽馬會的《博彩設施規例》，香港馬會賽馬博彩有限公司的《賽馬博彩規例》，香港馬會足球博彩有限公司的《足球博彩規例》及/ 或香港馬會獎券有限公司之《獎券規例》及/ 或投注寶使用條件(統稱「規例」)所約制。此等規例可從馬會網站([www.hkjc.com](http://www.hkjc.com))下載，亦可在香港特別行政區(簡稱「香港」)跑馬地體育道一號馬會總部及任何投注地點索閱。

「**投注服務**」指由公司及馬會共同提供並須以公司「設備」使用之無線投注服務。

「**固定期服務**」指公司具有固定使用期或最少使用期的任何銷售計劃。

「**設備**」指由公司提供之雙向無線流動數據設備(包括但不限於“電訊運財寶”、“電訊運財寶綜合版”、“MangoMail”及“電訊運財寶豪華版”)。

「**馬會**」指香港賽馬會。

「**網絡**」指由公司單獨或共同提供予客戶使用之無線流動數據網絡及/ 或傳呼網絡及/ 或其他由公司營運之通訊網絡。

「**證券行**」指一間在香港擁有證券牌照為客戶提供並執行「股票買賣服務」之公司。

「**服務**」指公司提供之「投注服務」、「股票買賣服務」、傳呼服務及/或其他無線流動數據服務的其中任何一項或多項。

「**服務費**」指客戶應定期預先繳付由公司有關不時指定數目的使用「服務」之費用，及所有由電訊管理局規定之牌照費及其他有關牌費。

「**交易帳戶**」指由「證券行」提供之帳戶以供帳戶持有人作買賣於香港證券交易所及/或香港期貨交易所掛牌之股份，股票或衍生產品之用。

「**股票買賣服務**」指經公司設備而由「公司」及「證券行」共同提供用作買賣於香港證券交易所及/或香港期貨交易所掛牌之股份，股票或衍生產品之無線流動股票買賣服務。
- 此合約及其他附屬合約的所有條款及細則構成客戶與公司之服務協議。當客戶使用服務，即代表客戶同意該等條款及細則及在公司未能通知客戶的情況下不時作出更改之條款及細則。若客戶繼續使用服務，即代表客戶同意該等條款及細則之更改。該等條款及細則之最新版本上載於公司的網頁([www.mango.cc](http://www.mango.cc))內供查閱。
- 客戶承認並同意在購買/租賃設備時，已驗明設備沒有任何可見或因檢查可察覺之毛病及損壞，並清楚知道購買設備後不得退款。直至客戶已全數繳付購買設備之款項予公司，設備之擁有權依然歸本公司所有。設備擁有權未轉移至客戶前，客戶不得出售、抵押或棄置該設備。設備之風險，由公司將設備交予至客戶時起由客戶承擔。
- 如購買設備，客戶可享有一年保養；如租賃設備，客戶可於租賃期內享有保養。如設備需要維修、保養或更換，客戶需聯絡公司。在保養期內，根據合約內之條款，公司有絕對決定權維修或更換在正常操作下因機件或手工缺陷所引致的故障，但並不包括擅自改動、改裝或經不當地處理而引致的故障，亦不包括下列所述之損壞：
  - 設備外殼，包括但不限於機殼及鍵盤；
  - 設備(或內在零件)或配件損毀，而該損毀被公司判斷為因人為損毀、疏忽、錯誤使用、處理或被其他人維修、更改或改裝所引起。
- 客戶承諾向公司準時繳交服務費及其它與服務有關之費用。若客戶欠繳服務費，本公司可立即終止其服務而無須另行通知並追討所有客戶欠繳之服務費。
- 除非客戶選用之服務被特別指定為「固定期服務」，**本公司保留權利在任何時間以30天通知客戶調整服務費金額或其他與服務有關的費用**。客戶如不同意該調整，客戶有權終止服務。
- 預繳服務費是不可退款及不可轉移。於服務到期或終止後，公司有絕對權沒收任何預繳服務費。所有回贈款項只適用於服務費之回贈，不可以現金作退還及轉移。**如服務因任何情況之下被終止，餘下之預繳服務費或回贈（如有）將被取消。**
- 本公司有權隨時向客戶徵收按金用作將來扣除任何合約內客戶應付而未繳付之費用及因客戶違反合約導致本公司的損失等，本公司亦有權隨時更改按金之金額。客戶支付之按金不帶利息滾存。
- 公司可於下列情況下不需事先通知而隨時暫停服務：
  - 網絡或服務中斷而需進行維修及保養；或
  - 經公司鑑定後認為由於客戶擅用之結果，暫停該客戶之服務為適當之措施。公司會盡力將發生暫停服務之情況減至最少。於服務暫停期間，除非公司酌情豁免，否則客戶須於此期間繼續繳費。
- 在下列任何情況下，客戶同意公司可立即終止本合約，及可立即停止服務而無須作出任何賠償：
  - 客戶於繳費限期到期日尚未繳交應繳費用；或
  - 客戶違反合約上任何條件及條款；或
  - 客戶或獲客戶明確或隱含授權的任何人使用此服務作違法或不恰當用途；或
  - 客戶未經准許擅自改裝設備（或改變其功能及特徵），包括複製設備內的預設數據及資料；或
  - 公司在合理的情況下，認為客戶在使用設備及/ 或服務(包括設備內之任何功能或用途)時，會嚴重影響公司網絡系統的運作；或
  - 公司在任何非因客戶過失的原因下停止提供網絡服務（在此情況下，公司會盡力給與客戶三個月預先通知）。
- 除其他可取消或暫停提供服務的權利外，公司可於任何時間根據客戶提供的最後地址，以書面通知客戶終止合約。除非客戶選用之服務被特別指定為「固定期服務」，否則客戶可在此合約(D)部份條款的前提下，以一個月書面通知公司終止本合約。
- 在終止此合約或服務後，公司有權終斷、取消、暫停或停止提供設備的所有功能及/或服務，並取消合約內付予客戶使用之一切牌照、權益及權利（包括原先分配給客戶的號碼）。因終斷、取消、暫停或停止提供服務或設備功能而引致客戶或任何人的任何費用、損失、損害或索償，公司無需負責。
- 如發生任何不可抗力之因素，或因第三者關係，或因任何超出公司所能控制之範圍的因素（包括但不限於因通信設備的失靈或電話設備的故障，失靈或其它系統接聯問題而引致客戶指令之傳送被延遲或中斷），而不能向客戶提供服務，公司無需向客戶負上任何責任。
- 客戶確知及同意部份服務的提供可能需要第三者參與，而公司並不保證或擔保任何個別產品或服務功能(包括漫遊服務)得到第三者支援。
- 在任何情況下，所有因使用公司之設備/服務而引致任何損失(包括因使用此服務而導致的財政上、聲譽上、名譽上或金錢上的損失)，公司及其附屬公司一概無需負責。
- 個人資料:
  - 16.1 客戶必須提供個人資料(「資料」)，以便公司能夠提供服務。如客戶拒絕提供資料(且公司並未指明客戶是可不提供該等資料的)，我們可拒絕提供任何服務予客戶。
  - 16.2 公司收集的資料可能用作任何及所有公司“私隱政策聲明”中列明的目的(包括在獲取客戶的明示同意後用向其行銷商品及服務)。客戶可瀏覽 <http://www.telecomdigital.cc/privacy/notice.htm> 參閱。
  - 16.3 公司可能會將客戶之個人資料(在香港境內或境外)跟據“私隱政策聲明”中所列的目的透露及轉交給以下第三方：
    1. 與公司有合作關係的其他公司;
    2. 第三方服務供應商，包括但不限於銀行、律師、會計師、債務追討代理及其他提供行政、電訊、熱線服務、電腦、付款、印刷、贖回或其他服務以令公司的業務可以運作的第三方服務供應商;
    3. 政府及執法機構。在有關於影響到公司全部或重大部分業務的控制權、治理、結構和/或管理的交易時，或在必須符合適用的法律或監管要求下，公司可能會轉交客戶的個人資料。
  - 16.4 在獲取客戶的明示同意後，公司可使用客戶的姓名、聯絡資料（包括電話號碼、地址及電郵地址）及客戶已選購的產品及/或服務的資料，以向客戶提供有關公司的產品及/或服務的促銷材料（包括以下產品及/或服務：電訊產品、流動話音、短訊及數據通信、手機和設備、國際長途電話/漫遊服務、秘書服務及資訊服務（如天氣、金融及新聞資訊））、證券及投資、保險、銀行、信用咭、娛樂、水療及按摩、交通、家居、服裝、餐飲、教育、健康及保健、社交網絡、媒體及消費類產品。
  - 16.5 如客戶不同意接收公司的任何宣傳通訊，可以隨時致函通知本公司的私隱條款事務主任（地址：香港九龍九龍灣常悅道1號恩浩國際中心19樓）。

- 16.6 若客戶要求更改或索閱其個人資料，可能須支付一定的合理手續費。
17. 公司不會對通過公司服務而傳輸及/或傳送的任何訊息的內容負責。客戶不得使用設備（或其他方法）傳輸、發放或散播任何(i)旨在銷售或推廣之信息（除非先行取得接收人之明確同意）；或(ii)粗俗或性質屬淫穢或誹謗或違反香港特別行政區法律的任何訊息。如客戶違反此條款，公司保留權利可即時暫停或取消客戶之服務。
  18. 公司及其資料提供者盡力確保資料為準確及可靠，但對此不能作出保證及並不負責因資料錯誤或遺漏而引致的任何損失。
  19. 客戶確認公司或資料提供者所提供之資料，包括任何意見分析或建議只作為參考用途，客戶完全明白過往記錄並不能確保將來表現。公司及其資料提供者將不會就所提供之資料而引致的任何損失負責。
  20. 公司有絕對酌情權將其於本合約下的義務（或其部份）轉讓予任何第三者。
  21. 公司保留權利隨時更改、刪除或增加(i)此合約內任何條款或(ii)服務及/或設備內的任何內容、功能及/或特徵，毋須另行通知。
  22. 此合約是遵照香港特別行政區法律而成立。客戶須遵從使用設備及服務的相關法律或政府部門要求。
  23. 本合約的條款及條件分中、英文版本，如有任何歧義或詮釋問題，概以英文版為準。

**B 「投注服務」條款及條件（如適用）  
（本部份適用於「投注服務」之客戶）**

1. 此投注服務乃由公司及馬會共同提供。
2. 公司透過該設備提供Mango網絡服務及投注服務給馬會「投注戶口」客戶。而「投注戶口」服務則須向馬會申請。
3. 此投注服務只供公司註冊客戶/用戶並「投注戶口」持有人個人使用。
4. 所有交易均受不時修訂之香港賽馬會的《博彩設施規例》，香港馬會賽馬博彩有限公司的《賽馬博彩規例》，香港馬會足球博彩有限公司的《足球博彩規例》及/或香港馬會獎券有限公司的《獎券規例》及/或投注寶使用條件（統稱「規例」）所約制。此等規例可從馬會網站(www.hkjc.com)下載，亦可在香港特別行政區（簡稱「香港」）跑馬地體育道一號馬會總部及任何投注地點索閱。
5. 此投注服務之設計乃供在本港使用，倘有任何人士或有關方面因在本港以外之地方使用此投注服務，而要求賠償損失（無論其損失乃如何引致者）或引起訴訟而索償者，則馬會及公司概不負責。在本港以外地方使用投注服務所引致之任何後果，馬會及公司概不負責。
6. 馬會概不歡迎自美國或其附屬領土地區以互聯網、電話、其他電子或電線通訊系統方式進行的投注或交易。
7. 設備倘有遺失或被盜者，客戶須於儘快可行之時間內向公司及馬會報告，並於三個工作天內以書面確證該報告。
8. 由客戶按鍵取得以供其使用此投注服務之個人密碼須絕對保密，且不得在任何情況下或以任何方式向包括馬會職員在內之任何第三者透露。
9. 公司並不保證客戶的信息必定傳送至馬會。此投注服務的任何故障或中斷，或由此引致的任何損失，公司及馬會概不負責。所有已傳送的交易，均受不時修訂的「有關規例」約制。
10. 馬會有權接受或拒納此投注服務之申請，並且無責任及義務解釋拒納申請之理由。
11. 客戶只可選擇使用此合約下之設備、投注寶或手機短訊投注服務。
12. 客戶確認馬會於接獲有關客戶遺失設備的書面通知前，有權從客戶的「投注戶口」扣除以該遺失或被盜設備進行的全部交易所涉及的款項。
13. 倘馬會獲悉客戶曾將其個人密碼告知第三者，則馬會可以（但並無責任及義務）禁止使用該個人密碼及/或撤消客戶之投注服務。
14. 倘馬會提供設施，讓客戶可使用該設備從其「投注戶口」提款存入一銀行戶口，或從一銀行戶口轉帳往其「投注戶口」，則每當有人利用其設備使用該項設施時，不論由客戶本人或由第三者，無論其本人是否知情、同意或授權下使用，均視為已同意下列兩點：
  - (a) 放棄向馬會及有關之銀行要求賠償所蒙受之全部及任何直接或間接的損失，不論其損失之因由為何；以及
  - (b) 賠償馬會及有關之銀行任何一方所蒙受之全部及任何損失，不論其損失之因由為何。
15. 馬會有權隨時終止客戶繼續使用此投注服務，並毋須事先通知，亦毋須給予任何理由。
16. 任何有關公司收取之費用或因其收費所引起之爭議，馬會概不負責。
17. 客戶確認及同意馬會可能將其個人資料，以及其透過此項投注服務所投注的注項詳情，透露予公司。反之，公司亦可將相關資料向馬會透露。
18. 客戶倘擬停止使用投注服務，則必須以書面通知馬會方為有效。

**C. 「股票賣買服務」條款及條件（如適用）  
（本部份適用於「股票賣買服務」之客戶）**

- 1 此股票賣買服務乃由公司及證券行共同提供。公司透過該設備提供Mango網絡服務及此股票賣買服務給證券行的「交易帳戶」客戶。而客戶則須向證券行申請交易帳戶。
2. 此股票賣買服務只供公司註冊交易帳戶客戶/用戶並交易帳戶持有人個人使用。
3. 由客戶按鍵取得以供其使用股票賣買服務之個人密碼須絕對保密，且不得在任何情況下或以任何方式向包括證券行職員在內之任何第三者透露。
4. 公司及證券行有權隨時終止客戶繼續使用此股票賣買服務，並毋須事先通知，亦毋須給予任何理由。
5. 客戶確認證券行有權從客戶的交易帳戶扣除於接獲有關遺失該設備的書面通知前以該遺失或被盜設備進行的全部交易所涉及的款項。
6. 公司並不保證客戶的信息必定傳送至證券行。此股票賣買服務的任何故障或中斷，或由此引致的任何損失，公司及證券行概不負責。
7. 客戶確認及同意證券行可能將其個人資料，以及其透過此股票賣買服務的交易詳情，透露予公司。反之，公司亦可將相關資料向證券行透露。
8. 客戶倘擬停止使用股票賣買服務，則必須以書面通知證券行方為有效。

**D. 優惠條件選用「固定期服務」或租用設備條款及細則（如適用）**

茲因客戶同意根據本合約的條款及條件，向公司選用本合約首頁所述之服務計劃，公司現同意根據以下條款以特惠計劃提供「固定期服務」或租用設備予客戶。

1. 客戶可以現金或使用本合約首頁之信用咭資料上所登記之信用咭戶口（下稱「信用咭戶口」）繳交第一期服務費及/或按金及其他費用。
2. 使用服務，客戶同意：
  - (a) 本公司有權向客戶從其按金或本合約內之信用咭戶口提取或扣除所有應繳服務費用；
  - (b) 如使用信用咭付款(i)該信用咭剩餘有效期必須是壹個月或以上；及(ii)客戶必須是信用咭的持有人。
3. 客戶並同意：

- (a) 由合約日期起連續使用本合約首頁所述之最少使用期（下稱「最少使用期」）及繳交最少使用期內之服務費；
  - (b) 授權公司於客戶之按金或其信用咭戶口內扣除應繳費用（包括服務費及/或於以下D(4)點所述之費用）；
  - (c) 如使用信用咭付款而其信用咭資料有所更改，須通知公司及辦理更新手續，否則客戶承擔因未能履行此責任而令公司蒙受的損失。
4. 客戶可於最少使用期後終止本合約，但如客戶租用設備，客戶必須歸還性能良好之設備予公司。如客戶未能歸還設備或設備有損壞，客戶授權公司可於其按金或信用咭戶口內扣除設備之價錢（以當時售價為準）作為賠償。

#### E. 信用咭自動轉帳

1. 本合約內之付款授權書為有效用，但須視乎信用咭公司的批核。
2. 如要取消直接付款授權，客戶需給予公司一個月書面通知。有關取消將會在公司收妥客戶取消直接付款授權通知後一個月生效。
3. 公司保留權利可於客戶信用咭戶口內扣除其他有關費用，包括因公司調整之服務費/ 牌費/ 其他費用。公司將會儘力通知客戶有關調整。
4. 客戶必須書面通知公司任何信用咭資料之更改/ 取消。如有任何遺漏而引致公司任何損失，客戶須負責賠償予公司。

#### 博彩要有節制

##### 有節制博彩指引

- 訂定博彩預算，並按預算下注 僅以自己所能負擔的款額下注
- 決不借錢博彩 不要只顧博彩而忽略其他消閒活動
- 切勿在輸錢後繼續投注以求回本

##### 馬會提倡有節制博彩

- 未滿十八歲人士，一律不得投注或購買六合彩，亦不得進入可進行投注的地方。
- 切勿沉迷賭博，如出現問題賭博行為，可致電**1834 633**，尋求輔導協助。
- 向非法莊家下注乃屬違法，最高可被判罰款三萬元及監禁九個月。香港賽馬會是非牟利機構，所得盈餘均撥捐本港慈善公益；如要投注，請選擇香港賽馬會。

MangoTerms(04/13)

#### A. General Terms and Conditions

##### (This Part applies to all Subscribers of the Service)

##### 1. Definitions

“**Betting Account**” means an account provided by the Hong Kong Jockey Club to facilitate the account holder for betting purposes under the Betting Facilities Rules of The Hong Kong Jockey Club (“the Club”), the Horse Race Betting Rules of HKJC Horse Race Betting Limited, the Football Betting Rules of HKJC Football Betting Limited and / or the Lotteries Rules of HKJC Lotteries Limited and/or Customer Input Terminal Conditions of Use (collectively “Rules”). Copies of the Rules are provided for download on the Club’s web site (www.hkjc.com), are available on request at the Club’s Head Office at 1 Sports Road, Happy Valley, the Hong Kong Special Administrative Region (“Hong Kong”) and are also available for inspection on request at any betting location.

“**Betting Service**” means the wireless betting service jointly provided by the Company and the Hong Kong Jockey Club through the use of the Company’s Equipment.

“**Fixed Term Subscription**” means the subscription of the Service under any of the Company’s sales package which contains an irrevocable or minimum subscription period.

“**Equipment**” means the 2-way wireless mobile data devices (including but not limited to “MangoSports”, “MangoCombo”, “MangoMail”, and “MangoDeluxe”) provided by the Company only.

“**HKJC**” means the Hong Kong Jockey Club.

“**Network**” means the wireless mobile data network and/or the paging network and/or any other communications network operated by the Company, either separately or collectively.

“**Securities Firm**” means a securities investment company licenced in Hong Kong for the provision and execution of the Trading Service;

“**Service**” means the Betting Service, the Trading Service, paging services and/or any other wireless mobile data services provided by the Company, either separately or collectively.

“**Service Fee**” means the subscription fee payable by the Subscriber in advance for the Service at a sum prescribed by the Company from time to time and all license fees payable to the government of the HKSAR fixed by the Office of Telecommunications Authorities and other relevant licensors from time to time.

“**Trading Account**” means an account provided by the Securities Firm to facilitate the account holder for the purposes of acquiring and disposing shares or stocks and derivatives products listed on The Stock Exchange of Hong Kong Limited and/or The Futures Exchange of Hong Kong Limited.

“**Trading Service**” means the wireless mobile securities trading service jointly provided by the Company and the respective Securities Firm through the use of the Equipment in respect of the acquisition and/or disposal of shares or stocks and derivatives products listed on The Stock Exchange of Hong Kong Limited and/or The Futures Exchange of Hong Kong Limited.

2. The terms and conditions contained herein and in all subsequent ancillary agreements form the agreement between the Subscriber and the Company for the Service. By using the Service, the Subscriber agrees to these terms and conditions which the Company may change from time to time without further notice. If the Subscriber continues to use the Service, this means the Subscriber accepts the changes made to these terms and conditions. A copy of the latest version is available on the Company’s website (www.mango.cc).

3. The Subscriber should examine the Equipment at the time of purchase/rental or whatever way and the Equipment are not refundable after sold. Until the purchase price of the Equipment has been paid in full by the Subscriber to the Company, title in the Equipment shall remain vested in the Company. The Subscriber may not part with, sell, charge or otherwise dispose of or deal with the Equipment until title has passed to the Subscriber. Risk in the Equipment shall pass to the Subscriber at the time of delivery.

4. The Equipment is under warranty for (i) a period of 1 year in respect of Equipment sold or (ii) such period as long as the Subscriber continues to subscribe for the Service in respect of Equipment under rental package. The Subscriber shall contact the Company for the return, exchange, repair and/or maintenance of the Equipment. Subject to the terms and conditions set out herein, the Company may within the warranty period in its absolute discretion either repair or replace defective part(s) in which the defect(s) arise from faulty materials or workmanship and appear in the normal use of the Equipment during the warranty period. This warranty does not extend to defects in any Equipment that has been dismantled, altered, repaired improperly or tampered with in any way. In particular, and without limitation to any other provisions of this Agreement, the Company shall not be liable under the warranty in respect of any defect appearing in:

- (a) any external part of the Equipment including, but without limitation, the body cover and the keypad; or
- (b) the Equipment (or any internal component thereof) if such defect shall in the Company’s sole opinion have been caused, directly or indirectly, by undue wear and tear or any willful, negligent or wrongful act or omission of; or any mishandling or misuse of the Equipment by any person other than the Company or any repair of or any alteration to the Equipment by any person other than the Company or its authorized repair agent.

5. The Subscriber undertakes to pay Service Fee punctually. Upon default of payment of Service Fee by the Subscriber, the Company shall be entitled to cancel or suspend the Service immediately without giving prior notice and recover all arrears of Service Fees from the Subscriber.

6. Unless the Subscriber’s subscription for the Service is otherwise expressly specified as a Fixed Term Subscription, **the Company reserves the right to adjust the amount of the Service Fee or any other fees payable in connection with the Service at any time by giving 30 days’ notice to the Subscriber.** If the Subscriber does not agree with the adjustment, the Subscriber is entitled to terminate the Service.

7. Prepaid Service Fee is not refundable and not transferable. Any rebate of prepayment offered by the Company may only be deducted from the Service Fee and is not refundable, transferable or redeemable in cash. **If the Service are terminated for whatever reason, any remaining balance of Service Fee prepayment and/or rebate (if any) will not be refunded by the Company.**

8. The Company reserves the right at any time to require the Subscriber to pay a deposit to the Company as security for payment of all charges under the Agreement and to deduct from the deposit the amount or any outstanding charges payable hereunder or under any of the Subscriber’s other accounts for the Service or for any loss or damage incurred or sustained by the Company as a result of any non-observance or non-performance by the Subscriber of any terms, conditions or obligations of this Agreement. The amount of such deposit shall be determined by the Company in its sole discretion. The Company reserves the right to vary the amount of the deposit required from time to time. No interest is bearing and accrued for such deposit.

9. The Company may suspend the Service in whole or in part at any time without prior notice if (i) the Network or the Service fails or requires modification(s) or maintenance, or (ii) such suspension is in the reasonable opinion of the Company appropriate as a result of the Subscribers’ use of the Service. The Company will use its best endeavors to keep such suspensions to a minimum. The Subscriber shall remain liable for all charges during the period of suspension unless the Company in its absolute discretion waives such charges.

10. The Subscriber agrees that the Company may terminate this Agreement in whole or in part and disconnect the Service immediately without any compensation whatsoever if:

- (a) the Subscriber has failed to pay the Company any sum or sums due from the Subscriber to the Company on the due date; or
- (b) the Subscriber commits a breach of any of the terms and conditions of this Agreement; or
- (c) the Subscriber or any other person with the Subscriber’s authority whether express or implied uses the Service for any illegal or improper purpose; or
- (d) there is any unauthorized modification, alteration, or tampering with the Equipment (or any of the functions and features therein) used by the Subscriber in conjunction with the Service, including the copying of pre-programmed data/information comprised therein; or
- (e) the use of the Equipment (including any of the functions and features therein) and/or the Service by the Subscriber has, in the reasonable opinion of the Company, materially affected the performance of the Company’s Network, systems or capacity thereof; or
- (f) the Company ceases to make the Network available for any reason other than due to the default of the Subscriber (in which case the Company shall use reasonable endeavor to give three (3) months of advance notice to the Subscriber).

11. In addition to the other rights of the Company to cancel and suspend the Service as provided in this Agreement, the Company shall be entitled to terminate this Agreement at any time upon giving prior written notice to the Subscriber at his/her latest address. Unless the Subscriber’s subscription for the Service is otherwise expressly specified as a Fixed Term Subscription, the Subscriber may, subject to the terms and conditions as specified in Section D of this Agreement, terminate this Agreement by giving one month’s written notice to the Company.

12. Upon termination of this Agreement or disconnection of the Service, the Company shall have the right to disconnect, cancel suspend or disable all functions and/or Service provided in the Equipment, and all licences, rights and privileges (including the account number originally allotted to the Subscriber) granted to the Subscriber under the terms of this Agreement shall cease. The Company shall not owe liability whatsoever to the Subscriber or any person for any cost, expense, loss, damage or compensation arising out of or in connection with such disconnection/cancellation/suspension of the Service or disabling of the Equipment.

13. The Company will not be liable to the Subscriber in the event the Company is unable to perform any obligation or provide the Service to the Subscriber for any reason beyond the control of the Company including but not limited to any delay or failure in the transmission of orders due to disruption, breakdown, or malfunction of communication facilities, failure of equipment or telephone or other interconnection problems, acts of God, industrial action, governmental action or default or failure of a third party.
14. The Subscriber acknowledges and agrees that the provision of the Service may require the involvement of a third party and the Company do not guarantee or warrant that any particular product or service feature (including roaming) will be supported by the third party.
15. In no event shall the Company or its affiliated companies be held liable for incidental or consequential damages in connection with or arising from the use of the Company's Equipment and/or Service, including in particular (but without limitations) any financial loss, loss of business, profit, savings, revenue, use or goodwill.
16. Personal Data:
  - 16.1 Subscribers are required to provide personal data ("Data") to the Company for the purpose of the provision of the Service. If Personal Data (the provision of which has not been specified as being optional) is not provided, the Company may decline to provide any Service to the Subscriber.
  - 16.2 Data collected by the Company may be used for any or all purposes as set out in the Company's Policy Statement on the Collection and Use of Personal Data (including direct marketing of goods and services to the Subscriber but subject to obtaining Subscriber's express consent) available at [www.telecomdigital.cc/privacy/policy.htm](http://www.telecomdigital.cc/privacy/policy.htm)
  - 16.3 The Subscriber agrees that the Company may disclose and transfer the Data (within or outside Hong Kong) for the purpose as set out in the Company's Policy Statement on the Collection and Use of Personal Data to the following parties:
    - i) Other companies in partnership with the Company;
    - ii) Third party service providers (including without limitation bankers, lawyers, accountants, debt collection agencies and other service providers who provide administrative, telecommunications, call centre services, computer, payment, printing, redemption or other services to the Company to enable the normal operation of its business);
    - iii) Government and law enforcement agencies.

The Company may transfer Subscriber's Data in connection with a transaction with another company which affects the control, governance, structure and/or management of all or a substantial part of its business, or if required to satisfy applicable legal or regulatory requirements.
  - 16.4 Subject to obtaining the express consent of the Subscriber, the Company may use Subscriber's name, contact information (including phone number, address and email address) and information about the products and/or services of the Subscriber to provide him/her with marketing materials relating to the Company's products and/or services (including the following products and/or services: telecommunications, mobile voice, SMS and data communications, handsets and devices, IDD/roaming, secretarial service and information services (such as weather, finance, news information), securities and investment, insurance, banking, credit card, entertainment, spa and massage, transportation, household, apparel, food & beverages, education, health and wellness, social networking, media and consumer products).
  - 16.5 If Subscriber does not wish to receive any promotional communications from the Company, Subscriber may at any time advise the company of this by writing to our Data Privacy Officer at 19/F, YHC Tower, No. 1 Sheung Yuet Road, Kowloon Bay, Kowloon, Hong Kong.
  - 16.6 Subscribers requesting change or access to their own personal data may be required to pay a reasonable handling fee.
17. The Company shall not be held liable for the content of any messages transmitted and/or conveyed through the Company's Service. The Subscriber shall not send, transmit or disseminate (via the Equipment or otherwise) any messages (i) designed for the purpose of sales and promotions (unless consent has been obtained by the recipients in advance); or (ii) which are obscene or vulgar or defamatory in nature or are connected with unlawful purposes under all applicable laws of the HKSAR. The Company reserves the right to suspend or terminate the Subscriber's Service in the event of a breach of this clause.
18. The Company and its information provider(s) endeavor to ensure the accuracy and reliability of the information provided but give no guarantee and accept no liability thereof (whether in tort or contract or otherwise) for any loss or damages arising from any inaccuracy or omission of information.
19. The Subscriber hereby admits that all information including any opinion advice analysis or recommendation provided by the Company or its information provider(s) are for reference purposes only, and the Subscriber is fully aware that successful record in the past does not guarantee future performance. The Company and its information provider(s) shall under no circumstances be held liable for any incidental or consequential loss or damages arising from the use of the information.
20. The Company shall have the absolute discretion to assign its obligations (or any part thereof) under the Agreement to any other third party.
21. The Company reserves the right at any time to add, vary, modify or delete without further notice (i) any or all of the terms and conditions contained herein or (ii) any of the content, functions and/or features contained in the Service and/or Equipment.
22. This Agreement is construed in accordance with the laws of the HKSAR. The Subscriber shall comply with all statutory or government requirements in the use of the Equipment and the Service.
23. The Terms and Conditions for the Agreement are written in both English and Chinese, and the English version shall prevail in the event of any inconsistency of interpretation of this Agreement.

**B. Terms & Conditions of Betting Service (When Applicable)**  
**(This Part B is in addition to Part A for Subscriber of Betting Service)**

1. The Betting Service is jointly provided by the Company and HKJC.
2. The Company shall provide its Mango network and the Betting Service through the use of the Equipment to Subscribers who have applied/will apply for a Betting Account from HKJC directly.
3. The Betting Service is restricted to the personal use of registered Betting Service Subscribers who are also Betting Account holders.
4. All transactions are bound by the Betting Facilities Rules of The Hong Kong Jockey Club ("the Club"), the Horse Race Betting Rules of HKJC Horse Race Betting Limited, the Football Betting Rules of HKJC Football Betting Limited and /or the Lotteries Rules of HKJC Lotteries Limited and/or Customer Input Terminal Conditions of Use (collectively "Rules") as the case may be. Copies of the Rules are provided for download on the Club's web site ([www.hkjc.com](http://www.hkjc.com)), are available on request at the Club's Head Office at 1 Sports Road, Happy Valley, the Hong Kong Special Administrative Region ("Hong Kong") and are also available for inspection on request at any betting location.
5. The Betting Service is designed for local use. HKJC and the Company shall not be under any liability to any person or party claiming any compensation for losses or damages, howsoever arising, or indemnity against legal action arising from the use of the Betting Service outside Hong Kong. Neither the Company nor HKJC shall be responsible for any consequences resulting from the use of the Betting Service other than in Hong Kong.
6. Bets made, placed or otherwise originated from the United States or its dependent territories through the Internet, telephone or other electronic or wire communication systems are not welcome by the Club.
7. The Subscriber should report the loss or theft of the Equipment to the Company and HKJC at the earliest practical opportunity and such report shall be confirmed in writing within three working days.
8. The Personal Identification Number ('PIN') generated by the Subscriber to enable the Betting Service to be used by him/her is to be maintained strictly confidential and shall not be disclosed to any third party, including HKJC Staff, under any circumstances or by any means howsoever.
9. The Company does not guarantee that messages will arrive at HKJC. Neither the Company nor HKJC shall be responsible for any failure or disruption of the Betting Service or any loss or damage resulting therefrom. All transmitted transactions are subject to and bound by the Rules, which may be amended from time to time.
10. HKJC shall have an absolute discretion in the acceptance or rejection of an application for this Betting Service and is under no obligation to provide a reason for its rejection of an application.
11. User can only choose to use the Equipment under this Agreement, Customer Input Terminal or Mobile Betting Service.
12. HKJC shall have the right, which is hereby acknowledged by Subscriber, to debit the Betting Account of the Subscriber with all transactions effected by the use of the Subscriber's lost or stolen Equipment prior to receipt of written notification of loss.
13. If it comes to the knowledge of HKJC that Subscriber has informed a third party of his/her PIN, HKJC may, but shall not be obliged to, exclude the use of that PIN and/or discontinue the Betting Service provided to the Subscriber.
14. If HKJC, in its discretion, provides a facility whereby a Subscriber may, by use of the Equipment, effect a withdrawal from his/her Betting Account for the credit of a bank account or effect a transfer from a bank account for the credit of his/her Betting Account, then on each occasion the Equipment issued to him/her is used to take advantage of such facility, and whether by himself/herself or a third party acting with or without his/her knowledge, consent or authority, he/she shall be deemed to have agreed:
  - (a) to waive any claim against HKJC and the bank concerned for all and any direct or indirect losses and damages, howsoever arising, suffered by him/her; and
  - (b) to indemnify HKJC and the bank concerned with respect to all and any losses and damages, howsoever arising, suffered by them or either of them.
15. HKJC shall have the absolute discretion to terminate a Subscriber's right to use the Betting Service at any time without prior notification or giving any reason therefor.
16. HKJC shall not be responsible for any disputes/matters relating to the charges or billing between the Subscriber and the Company.
17. The Subscriber agrees that his/her personal data and information in respect of bets placed by him/her through the use of the Betting Service may be disclosed by HKJC to the Company and vice versa.
18. If a Subscriber wishes to cease the use of the Betting Service, he/she must notify HKJC in writing.

**C. Terms and Conditions of the Trading Service (When Applicable)**  
**(This Part is in addition to Part A for Subscriber of the Trading Service)**

1. The Trading Service is jointly provided by the Company and the Securities Firm. The Company shall provide its Mango network and the Trading Service through the use of the Company's Equipment to Subscribers who have applied/will apply for a Trading Account from the Securities Firm directly.
2. The Trading Service is restricted to the personal use of the Company's registered Trading Service Subscribers who are also Trading Account holders.
3. The Personal Identification Number ('PIN') generated by the Subscriber to enable the Trading Service to be used by him/her is to be maintained strictly confidential and shall not be disclosed to any third party, including staff of the Securities Firm, under any circumstances or by any means howsoever.
4. The Company and the Securities Firm shall have the absolute discretion to terminate a Subscriber's right to use the Trading Service at any time without prior notification or giving any reason therefor.
5. The Securities Firm shall have the right, which is hereby acknowledged by Subscriber, to debit the Trading Account of the Subscriber with all transactions effected by the use of the Subscriber's lost or stolen Equipment prior to receipt of written notification of loss.
6. The Company does not guarantee that messages will arrive at the Securities Firm. Neither the Company nor Securities Firm shall be responsible for any failure or disruption of the Trading Service or any loss or damage resulting therefrom.
7. The Subscriber agrees that his/her personal data and information in respect of trading transactions made by him/her through the use of the Trading Service may be disclosed by the Securities Firm to the Company and vice versa.
8. If a Subscriber wishes to cease the use of the Trading Service, he/she must notify The Securities Firm in writing.

**D. Terms and Conditions of Privileged Discount Package for Fixed Term Subscription or Rental of the Equipment (When Applicable)**

Subject to the terms and conditions set out herein, the Company agrees to offer to the Subscriber a privileged discount package as set out on the front page of the Agreement for a Fixed Term Subscription and/or rental of the Equipment on the terms set out below.

1. The Subscriber shall pay first time Service Fee and / or deposit and other payment by cash or by using the credit card account as shown in the Credit Card Information box on the front page of this Agreement ("Credit Card Account").
2. To subscribe for the Service, the Subscriber agrees that:-
  - (a) The Company shall be entitled to debit or deduct all amounts including Service Fee payable by the Subscriber from the Subscriber's deposit or Credit Card Account;
  - (b) If payment is made by credit card, (i) the Credit Card Account shall not be expired within one month from the date of this Agreement; and (ii) the Credit Card Account holder must be the Subscriber himself / herself.
3. The Subscriber further agrees:-
  - (a) to subscribe and pay Service Fee for the Service within the irrevocable period as specified on the front page of the Agreement ("Irrevocable Period");
  - (b) to authorize the Company to deduct all amounts (including Service Fee and/or the amount as set out in clause D(4) below) payable by the Subscriber from the Subscriber's deposit or Credit Card Account;
  - (c) if payment is made by credit card, to promptly notify the Company for any change/cancellation of credit card information, failing which the Subscriber shall be responsible for all amount/charge or loss incurred by the Company.
4. The Subscriber may terminate this Agreement at any time after the Irrevocable Period, provided that, in the case of rental of Equipment, the Subscriber shall return the Equipment in good working condition to the Company at the time of termination. The Subscriber hereby agrees that the Company shall be entitled to deduct the price of the Equipment at the Company's then prevailing sales price from the Subscriber's deposit or Credit Card Account in the event the Equipment is damaged or not returned to the Company as set out hereunder.

**E. CREDIT CARD AUTOPAY**

1. The Credit Card Autopay Authorization section of the Agreement is valid subject to the approval from the card issuer concerned.
2. For cancellation of the Credit Card Autopay Authorization and direct debit authorization, the Subscriber must notify the Company by giving one month's written notice before the intended cancellation date. Such cancellation will be effective one month after the Company acknowledged the receipt of notification from the Subscriber.
3. The Company reserves the right to charge the account listed in the Credit Card Information box on the front page of this Agreement with other amounts according to the Company's periodic adjustments of service fee/license fee/other charge.

4. For any amendment of information of credit card or change/cancellation of credit card listed in Credit Card Information box, the Subscriber shall promptly notify the Company by written notice, failing which the Subscriber shall be responsible for all amount, charges or loss incurred by the Company arising from or in connection with such amendment or cancellation.

**Responsible Gambling**

**Guidelines for responsible gambling**

- Set and stick to a budget Only gamble what you can afford to lose
- Don't borrow to gamble Balance gambling with other leisure activities
- Don't chase losses

**The Club encourages responsible gambling**

- No person under the age of 18 is allowed to place a bet or purchase lottery tickets or enter premises where bets are accepted
- Don't gamble your life away, if you have a problem with gambling, contact counselling service hotline 1834 633
- Don't bet with illegal bookmakers. The maximum penalty for betting with illegal bookmakers is a fine of \$30,000 and 9 months imprisonment. Bet only with the HKJC, a not-for-profit organisation which supports charity and community projects in Hong Kong

MangoTerms( 10/15)

**Mango機條款及條件**