

Terms and Conditions

1. Agreement

- 1.1 ValueGB Local Prepaid SIM Cards (“the SIM Cards”) are made available to Customers by O.F.W. Services Limited (“the Company”) subject to the following terms and conditions.
- 1.2 Use of the SIM Card constitutes acceptance by the Customer of the Company’s terms and conditions for the SIM Cards.

2. Services

- 2.1 The SIM Card enables a Customer to make Local and International calls (“Services”). Local and International call charges are in accordance with the tariff and are subject to change from time to time without prior notice.
- 2.2 All questions and disputes regarding airtime and data charges, remaining credit and expiry date of the SIM Card will be decided by the Company at its sole discretion. All questions and disputes relating to call and data charges must be submitted to the Company within one month from the date of the use in question.
- 2.3 The SIM Card supports local 3G/4G data service. 4G service is only available with compatible phones, Internet devices and SIM cards.
- 2.4 The Company reserves the right to terminate or suspend the Services of the SIM Card at any time, (i) if in the opinion of the Company there has been, or is likely to be fraudulent, illegal or improper use of the Services through the use of the SIM Card; or (ii) if it is necessary for the Company to comply with an order, instruction, determination or direction of a judicial body, government or regulatory authority.
- 2.5 The Services shall not be used under any one of the following circumstances, including but without limitation (i) using the Services in any manner which adversely affects the Company’s ability to provide, complete or maintain the level or quality of its network or other services; and (ii) in any manner which is designed to cause loss or damage to the Company such as using the Services for commercial purposes or reselling the Services.
- 2.6 If the Customer fails to comply with any of the prohibitions specified in Clause 2.5; or upon the occurrence of any one or more of the circumstances specified in Clause 2.5; or if in the reasonable opinion of the Company, the Customer’s use of the Services adversely affects the Company’s ability to provide, complete or maintain the level or quality of its Network or other services or to cause loss or damage to the Company, the Company may forthwith take such steps it considers reasonably necessary or appropriate including but not limited to restricting, limiting, suspending or terminating the Services to the Customer without notice.
- 2.7 The Company reserves the right to vary the Service Plan and/or charges for the Services at any time as it thinks fit. For the latest service details and charges, please refer to valuegb.com.

3. Fair Usage Policy

- 3.1 The Company will ensure the system resources of the Company's telecommunications network ("Network") is equitably allocated amongst users ("Users") of the Services.
- 3.2 Under FUP (Fair Usage Policy), when the data usage reaches the relevant fair usage limit, the data service will continue at a speed up to 384kbps until the data pack expires.
- 3.3 The Company may terminate the Services if the Customers data usage of the Services is excessive or affect the Services to other users.

4. Replacement / Lost of the SIM card

- 4.1 If the SIM Card is damaged by the Customer, the Company may replace the damaged SIM Card subject to the payment of handling charges.
- 4.2 In case of a lost of SIM card, the Company may replace a new SIM card for the Customer. The Customer shall provide the original SIM card holder with the serial number of the SIM card clearly stated on the holder and the SIM card is still valid. The Customer is required to pay a handling charge to the Company for the replacement of the lost SIM card.

5. SUBSCRIBER IDENTITY MODULE CARD

- 5.1 The Company will issue to the Customer a Subscriber Identity Module Card (SIM Card) for his use of the Services.
- 5.2 The provision of the SIM Card is subject to and conditional upon the communication equipment in which the SIM Card shall be installed is of a type approved by the Communications Authority in Hong Kong.
- 5.3 The SIM Card provided by the Company can support Near Field Communication services ("NFC Services") which are provided by third party service providers ("NFC Service Providers"), including but not limited to NFC mobile payment services ("Mobile Payment Services") provided by financial institutions. The NFC Services are provided by the NFC Service Providers directly and not the Company. The Customer will use a compatible device as specified by the NFC Service Provider for the use of NFC Services. The Customer will provide the NFC Service Providers with the mobile number for the use of the NFC Service. The Customer will immediately inform the NFC Service Providers of replacement of SIM Card or change of mobile number for use of the NFC Services.
- 5.4 The SIM Card shall at all times remain the Company's property and the Customer shall not claim or acquire any interest therein or right thereto.
- 5.5 The Customer acknowledges that the Company is the absolute and exclusive owner of all information written into, incorporated, stated or otherwise included in the SIM Card (excluding information stored by the Customer) and undertakes to keep all such information confidential at all times.
- 5.6 The Customer shall return the SIM Card to the Company forthwith upon the Company's demand or upon the termination or disconnection of the Services. If the Customer shall fail to do so, the Customer shall pay the Company charges in such amounts as the

Company shall determine.

5.7 The Customer shall take proper care of the SIM Card and shall not permit any person (other than the Company or authorized users under the Account of the Customer) to take possession or control of the SIM Card. The Customer shall not copy, extract, alter, tamper with or otherwise misappropriate any information in the SIM Card or allow, permit or authorize any other person to do so.

5.8 The Customer shall indemnify the Company against all or any losses, damages, costs, expenses and other liabilities whatsoever suffered, sustained or incurred by the Company arising from (directly or indirectly) any loss of or damage to or blocking of the SIM Card or any misuse of the SIM Card by the Customer or any authorized users under the Account of the Customer or any other person. In addition and without prejudice to the above, the Customer shall pay to the Company all charges in such amounts as the Company may determine.

6. Limitation of Liability

6.1 The Company does not provide refunds or make any transfer of:

- a. any unused portion of the value of (i) the SIM card whether before or after its expiry date or (ii) the Voucher;
- b. any value of the SIM card directed to an incorrect SIM card account during the recharge process;
- c. any value of the SIM card being utilized by fraudulent and unauthorised use of the SIM card.

6.2 In the case of a lost SIM card, the Company does not provide refund for any value of the lost SIM card being utilized during the period of loss or thereafter. Any claims for replacement or termination of the Service of the SIM card will not be entertained by the Company.

6.3 The liability of the Company to a Customer, whether in contract, tort or otherwise, in relation to the SIM card shall be limited to the remaining value of the SIM card.

6.4 Any disputes in connection with or arising from the use of the SIM card shall be determined in accordance with the laws of Hong Kong Special Administrative Region.

6.5 The Company shall not be liable to the Customer for loss or damage resulting from delay or failure of the service where such delay or failure shall be due to causes beyond its reasonable control, or which is not occasioned by its fault or negligence, including, but not limited to war, the threat of imminent war, riots or other acts of civil disobedience, insurrection, acts of God, restraints, imposed by governments or any other supranational legal authority, or any other industrial or trade disputes, fires, explosion, storms, floods, lightning, earthquakes and other natural calamities.

6.6 The Company reserves the right at anytime to vary, modify, delete any and all of the terms and conditions contained herein. For the latest terms and conditions, please refer to valuegb.com.

7. The terms and conditions herein are written in English and Chinese.