

## Membership Program Terms and Conditions

The Membership Program is operated by China Mobile International Limited ("CMI", "we", "our" or "us") in accordance with the Membership Program Terms and Conditions. By being a member of Membership Program, you agree that you have read the Membership Program Terms and Conditions, the Website Terms and Conditions, and the Privacy Policy, issued and amended by us from time to time, and you agree to be bound by all of them.

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

The Membership Program 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 Membership Program Terms and Conditions, the English version shall always prevail.

### Joining

1. All individuals who is 16 years old or above are eligible to join the Membership Program, and may enroll through the means designated by us from time to time.
2. You shall submit complete, accurate and update personal data in order to join the Membership Program.

### Membership and benefits

3. Each individual can only have one account for the membership of the Membership Program. We may, at our sole discretion, merge, suspend, or terminate your multiple accounts, without prejudice to rights and remedies of us.
4. If your account is terminated or suspended by us, you shall not enroll another membership account.
5. We may, from time to time and at our sole discretion, provide information, additional amenities, awards, benefits, offers, programmes or services (including but not limited to welcome offer, spending reward scheme) (collectively, the "Benefits") in connection with your membership of the Membership Program. Those Benefits may be subject to their own terms and conditions, including without limitation, age restriction that may be different from that of the eligibility of the Membership Program.
6. The Benefits are subject to availability. In the event of excess demand, we reserve our right to distribute benefits and/or to reject parts or all of your demand.
7. Without prejudice to rights and remedies of us, you shall not sell, barter or transfer any of the Benefits unless approved by us prior in writing. Any of such unauthorized sale, barter or transfer shall be void.

### Cancellation and termination

8. Without prejudice to rights and remedies of us, we have the sole discretion to suspend or terminate your account if:
  - a. it has been having no activity for 180 consecutive days;
  - b. at our sole discretion, you have breached or violated any of the Membership Program Terms and Conditions, the Website Terms and Conditions or any

- other terms and conditions in connection with our website, products or services;
- c. at our sole discretion, you have engaged (or attempted to engage) in any unlawful, fraudulent, or otherwise unauthorized activity applicable to any of our or our affiliate's mobile applications, computer programs, software, networks, websites, products or services; or
  - d. you are bankrupt or deceased
9. If your account is suspended or terminated by us, we reserve all rights to claw back, seek compensation, and/or void any benefits, additional services or programmes provided to you pursuant to the Membership Program.

### **General terms**

10. Your access to the Membership Program, its content, your use of or your reliance on the Membership Program, and your actions you take on the basis of information you obtain from or through the Membership Program are all at your own risk.
11. You are responsible for all taxes, fees, duties or other charges in connection with your use of the Benefits.
12. We reserve all rights to:
- a. change the information, benefit, operation, name, contents or administration of the Membership Program with or without reason, and with or without notice to you or other members;
  - b. terminate the Membership Program with or without advance notice; and
  - c. transfer the operation or administration of the Membership Program to any third party; subject to the Privacy Policy;
13. We do not guarantee that our published information about the Benefits are without errors due to any reasons, including without limitation, technical errors or delays in changing them.
14. All Benefits are provided 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.
15. 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:
- a. your use of, access to, reliance on (or your inability to use, access or rely on) the Membership Program; or
  - b. any acts or omissions of third parties; or
  - c. any loss, misdirection, delay or errors regarding our published information about the Benefits

regardless of form of action, whether in contract, warranty, strict liability, or tort, including without limitation, negligence or any kind whether active or passive.

16. If any provision of the Membership Program 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.
17. Our interpretation of the Membership Program is final, binding and conclusive. In the event of any dispute, our decisions shall be final, binding and conclusive.

18. You irrevocably waive, forego and relinquish your rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) of the Laws of Hong Kong Special Administrative Region of the People's Republic of China and any other third party rights laws, statutes and regulations to enforce (i) the terms (including without limitation, the Benefits) of the Membership Program or (ii) any other terms and conditions applicable to the Membership Program.
19. The Membership Program Terms and Conditions is governed by the Laws of Hong Kong Special Administrative Region of the People's Republic of China. All disputes arising out or in connection with the Membership Program shall be resolved in private in accordance with Hong Kong laws through mediation and/or arbitration held within Hong Kong.

**Contact us**

20. Should you have any question about the Membership Program, please contact our customer service via [help@cmlink.com](mailto:help@cmlink.com).

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