



Special Terms and Conditions for HelloWay

1. The HelloWay application (the “App”) is a VoIP application, which can be downloaded to compatible devices supporting iOS (version 4.3 or above) or Android (version 2.3.3 or above) operating systems. The App only allows one access to one device at the same time. Upon successful downloading of the App, a validation code will be sent to the subscriber’s registered mobile number through SMS.
2. Subscriber can use the HelloWay service (the “Service”) through either data network or Wi-Fi. HGC Global Communications Limited (“HGC”) shall not be liable for any data charges incurred by subscribers for using data network in or outside Hong Kong. To ensure the stability of the Service, subscriber is recommended to use Wi-Fi to access the Service.
3. The service fee or any extra charges will be billed by HGC according to the subscription plan selected by the subscriber. The service fee is payable in advance while other extra charges such as IDD charges (if any) will be made payable upon being incurred.
4. Subscriber is subject to the minimum subscription period (“Minimum Subscription Period”) as stated in e-Confirmation Letter sent to the subscriber from HGC. The service fee of the Service will be incurred as from the first day of the Minimum Subscription Period.
5. The service fee only covers incoming calls and outgoing calls to Hong Kong local numbers via the App, except for calls which incur usage-based charges. Making outgoing calls to non-Hong Kong local numbers will incur IDD long distance call charges and airtime.
6. Subscriber can choose his/her own IDD service operator and IDD charges will be billed by the chosen operator separately. HGC’s IDD0080 service can be activated during the Service registration. Should subscriber use IDD0080 to make outgoing calls to overseas destinations outside Hong Kong, he/she will be charged based on the IDD0080 rate plan and billed by HGC. For the IDD0080 tariffs, business customers please contact 3160 0080.
7. HGC does not guarantee, and subscriber acknowledges and agrees, that the call quality or service performance may be affected by the stability of data network or Wi-Fi connection. Subscriber should check with his/her network operator for any connection



problems, restrictions on VoIP function, or any additional charges for using VoIP. HGC will not be liable for the service failure due to the above situations.

8. Subscriber understands and agrees that the provision of the Service may be affected by uncertain factors such as subscriber's mobile device settings, the restrictions of the relevant laws and regulations of Hong Kong or other overseas destinations, and other power failure which cannot be controlled by HGC. If the Service is interrupted or temporarily suspended due to the above events or other events which are beyond HGC's control, HGC will not be liable for any loss or damage whatsoever incurred by the subscriber.
9. Subscriber should provide a valid and updated address for the registration of the Service. Subscriber undertakes to provide HGC with accurate and complete information relating to his/her correspondence address or place of residence, so that HGC can maintain the most up-to-date location information of the subscriber in order to fulfil the requirements of all applicable laws, regulations and licence conditions.
10. Subscriber understands and agrees that the Service is unable to connect to any emergency number or system when being used outside Hong Kong, and HGC shall not be liable whatsoever for any loss, damage or expenses incurred by the subscriber in relation thereto.
11. Subscriber acknowledges and agrees that he/ she shall be responsible for all risks for any expenses and liability incurred for using the Service outside Hong Kong and shall comply with all the applicable laws and regulations under that jurisdiction. Subscribers shall indemnify HGC for any liability, expenses or damages suffered by HGC arising out of or in connection with the subscriber's use of the Service in a location outside Hong Kong.
12. The Service cannot function during power failure and is not suitable for use with lifeline devices. Before subscription for the Service, subscriber should declare and undertake with HGC that the Service will not be used by any lifeline user and no medical alarm or other lifeline device will be connected to the Service. In case of breach of the above term, HGC reserves the right to terminate the Service.
13. Upon subscription of the Service, HGC will assign a new telephone number ("Assigned Number") to the subscriber for use of the Service. Unless the subscriber has successfully ported the Assigned Number to other operators before termination of the Service, HGC reserves the right to assign the Assigned Number to other subscribers after the subscriber ceases using the Service. Subscriber understands



and agrees that he/ she shall not use, assign, transfer or otherwise deal with the Assigned Number without HGC's written consent (save as otherwise permitted). For the avoidance of doubt, subscriber will not acquire any rights in any numbering issued or assigned to him/her (save as otherwise for use of the Service as instructed by HGC) and HGC shall reserve the right to modify, withdraw, change or reallocate the Assigned Number, subject to any contrary directions by the Office of the Communications Authority and any contrary terms contained in HGC's telecommunications licence.

14. Subscriber should ensure that his/her login information will be kept properly and securely and shall not be disclosed to any third party under any circumstances. HGC shall not be responsible for any loss due to the disclosure of such information.
15. Subscriber shall use the Service only for lawful and proper purposes and shall ensure any communication transmitted through the App does not contain any material which violates or infringes in any way the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy right, obscene or otherwise objectionable, which encourages conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any law, which is for advertising or solicitation purpose for sales of products or services, or which results in, though not an unauthorized use of the Service, interference to the use of the Service by other users. HGC reserves the right to terminate the Service forthwith in the above situations.
16. For termination of the Service, subscriber shall give HGC one (1) month prior notice in writing before the expiry of the Minimum Subscription Period. Otherwise, the Service and all other value-added services subscribed will be automatically renewed on a monthly basis at HGC's prevailing list price. During such renewed period, HGC or the subscriber may at any time terminate the Service and/or any value-added services by serving not less than one (1) month's written notice on each other.
17. In the event of termination of the Service prior to the expiry of the Minimum Subscription Period caused (i) by the subscriber for whatever reason; or (ii) by HGC due to subscriber's fault or breach of the relevant terms and conditions, subscriber agrees to pay to HGC an early termination charge which equals to the aggregate of the monthly fee for the Service and other value-added services (if any) for the remaining months of the Minimum Subscription Period.
18. A newer version of the App will be released from time to time to provide security updates fix bugs, add new features, or make changes to certain technical



specifications. When the new version has been made available at Apple App Store or Google Play Market, subscribers may upgrade their smart phone's operating system in order to download and use the newer version of the App. If subscribers for whatever reasons have not downloaded for use any newer version of the App resulting in the use of the App and/or the quality of the Service being adversely affected, HGC shall not be responsible for any claims, losses and expenses arising therefrom.

19. Subscribers shall not resell, transfer or sub-license the App or related application to any third party, or modify or distribute the App or relating application in connection with the Service for any purposes. Copyright, trademark and any other intellectual property of the App or related application relating to the Service are licensed to HGC by the relevant third party vendor and/or partly owned by HGC. In case of termination of licence by the third party vendor, HGC reserves the rights to terminate the service with the subscriber. Subscriber agrees that he/she shall not claim against HGC for any loss caused by such termination of the Service.
20. HGC reserves the right to vary the service charges, offer and terms and conditions without prior notice and shall have the final decision in case of any dispute.
21. During the performance of the Agreement, if HGC's costs increase due to changes in import and/or export tariffs in any Country (or Region), both Parties agree that HGC shall not be prejudiced as a result of such changes or requested to assume the costs. Both Parties agree that the total contract price shall be adjusted in accordance with the actual changes in tariffs. HGC shall notify the Customer of the tariff changes in a timely manner and provide relevant supporting documents (official documents of tariff adjustments or Customs documents). The Customer shall pay to HGC at the latest price after receiving the notification.
22. Without prejudice to any right of HGC herein contained, HGC may at its absolute discretion suspend and/or terminate the Service in whole or in part at any time without notice if:
 - (i) HGC considers it necessary to safeguard the effective provision of the Service or the integrity of its networks; or
 - (ii) in HGC's reasonable opinion, there is or has been unauthorised, unlawful or fraudulent use of the Service or the Subscriber's use of the Service is causing or may potentially cause damage or interference to its networks or equipment; or
 - (iii) it is necessary to comply with a direction or request of the Office of the Communications Authority or other competent authority; or



- (iv) subscriber is in breach of any of this HelloWay Terms and Conditions and such other terms and conditions as applicable to the Service, or otherwise fails to comply with any reasonable requirements of HGC in relation to the use of the Service; or
 - (v) HGC ceases to make the Service or any part thereof available for any reason.
- 23. In no event will HGC, its employees, agents or sub-contractors be liable for any loss incurred by or any damage howsoever caused to subscriber or any person arising out of or in connection with the Service (including but not limited to divulging or destruction of messages, incorrect transmission or use of any equipment), whether in contract, tort or otherwise, and whether direct or indirect, consequential or contingent, and whether foreseeable or not, including without limitation any financial loss, loss of business, profit, savings, revenue, data or goodwill, etc.
- 24. Subscribers shall be deemed to have acknowledged and agreed to this HelloWay Terms and Conditions when activating the Service.
- 25. In addition to this HelloWay Terms and Conditions, business customers shall also be subject to [HGC's General Terms and Conditions](#) and [Privacy Policy](#). In case of inconsistency between this HelloWay Terms and Conditions and any of the [HGC's General Terms and Conditions](#), this HelloWay Terms and Conditions shall prevail to the extent of inconsistency.
- 26. Notwithstanding anything contained in this HelloWay Terms and Conditions, if the Service has been subscribed for by way of online subscription, Clauses 6, 9, 13, 16 and 17 above shall not be applicable but the following provisions shall instead apply:
 - (i) HGC IDD0080 service shall not be applicable nor activated during the continuance of the Service.
 - (ii) Subscriber should provide a valid email address for the subscription of the Service so that HGC may get in touch with the subscriber in connection with the Service subscribed for.
 - (iii) Upon subscription of the Service, HGC will, depending on the subscriber's choice, assign and/or confirm to the subscriber a HelloWay telephone number ("HelloWay Number") which shall not be portable to other operators in any event (notwithstanding that HGC shall reserve its right to assign the HelloWay Number to other subscribers after the subscriber ceases using the Service). Subscriber understands and agrees that he/she shall not use, assign, transfer or otherwise deal with the HelloWay Number without HGC's



written consent (save as otherwise permitted). For the avoidance of doubt, subscriber will not acquire any rights in the HelloWay Number assigned and/or confirmed to him/her and HGC shall reserve the right to modify, withdraw, change or reallocate the HelloWay Number, subject to any contrary directions by the Office of the Communications Authority and any contrary terms contained in HGC's telecommunications license.

(iv) There shall not be any termination of the Service by the subscriber before the expiry of the Minimum Subscription Period, and each of the online subscribers shall acknowledge and agree that once the relevant online subscription for the Service and the relevant payment procedures have been completed, the Service shall not be cancelled or terminated before the expiry of the Minimum Subscription Period and all payments made thereto shall not be refunded in any event. Should the subscriber wishes to continue to subscribe for the Service and to use the HelloWay Number assigned and / or confirmed to him/ her after the expiry of the Minimum Subscription Period, the subscriber shall complete the renewal application for the Service online within one month before the expiry of the Minimum Subscription Period. Otherwise, the Service will automatically be terminated immediately after the expiry of the Minimum Subscription Period.

27. This HelloWay Terms and Conditions is available in both English and Chinese, and both language versions shall have the same legal effect.
28. This HelloWay Terms and Conditions shall be governed by the laws of Hong Kong and subscriber shall submit to the non-exclusive jurisdiction of Hong Kong courts.