TERMS AND CONDITIONS OF FREE TRIAL OF MOBILE SERVICE PLAN

It is hereby agreed between the Customer and Birdie Mobile Limited ("the Company") as follows:

1. Free trial of mobile service plan:

1.1. The registration period for the free trial of the mobile telecommunication service (“the free trial”) is from January 26, 2018 to February 24, 2018 (both dates inclusive).

1.2. A customer who successfully registers for the free trial is entitled to use the service free of charge from January 26, 2018 to March 25, 2018 (both dates inclusive).

1.3. Unused mobile data allowance and voice call minutes in the current billing month will expire by the billing date and cannot be carried forward to the next billing month.

1.4. Customers must successfully register the mobile telephone service and prepay the monthly fee before the end of the free-trial period in order to continue using the mobile service. For customers who has not registered the mobile telephone number and prepaid the monthly fee before the end of the trial period, the Company will immediately terminate or suspend all or part of the service without prior notice. Any data allowance or rewards or points that are rewarded or transferred to the account in any form, or any roaming data of the Day Pass(es) purchased for the account will be forfeited without refund once the service is terminated. For a customer who uses Birdie Travel SIM cards for subscribing to the mobile service plan, the roaming data of the Day Pass(es) will be retained after the free trial.

1.5. A HKID card number can be registered for the free trial once only.

1.6. A customer must provide a functioning Hong Kong mobile phone number to receive a verification code via SMS and proceed with registration for the free trial. A Hong Kong mobile phone number can be used to register for the free trial once only.

1.7. A Hong Kong postal address can be used to register for the free trial up to five (5) times.

1.8. The quota for the free trial is limited. Places are offered on a first come, first served basis

2. Service plan：

2.1. Customers who subscribe to this monthly service plan are entitled to the use of local voice calls and mobile data service, also including but not limited to other services such as receiving SMS messages, voicemail, call forwarding, caller number display and call waiting. Unused mobile data allowance and voice call minutes in the current billing month will expire by the billing date and cannot be carried forward to the next billing month.

2.2. The service plan is charged on a monthly basis. If this agreement or the services ends on a day which is not the last day of the monthly billing cycle, the customer shall remain liable for the full payment of the charges for the relevant month.

2.3. The monthly charges are payable in advance and non-refundable under all circumstances.

2.4. This ServicePlan is not applicable to 2G or 3G phones/ connected devices or any phones/ connected devices which have manually opted for 2G or 3G network. If the customer uses this plan on any 2G or 3G phones/ connected devices or any phones/ connected devices which have manually opted for 2G or 3G network, any charges which may incur will be borne by the customer. Actual data transmission speeds may vary due to Internet traffic conditions, local conditions, hardware, software and other conditions which may arise.

2.5. Each call's duration is rounded up to full charge units for computation purposes. Each full charge unit is based on a per minute airtime charge.

2.6. The Company reserves the right to immediately terminate or suspend all or part of the service without prior notice if the customer fails to settle any charges or fees before the payment due date.

2.7. If the customer's account is terminated by the customer or the Company for any reason(s), any data allowance or rewards or points that are rewarded or transferred to the account in any form, or any roaming data of the Day Pass(es) purchased for the account, will be forfeited without refund.

2.8. If services are disconnected for any reason 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 at its sole and absolute discretion.

2.9. The duration for the customer to use the services will be reset upon service reconnection. Any data allowance or rewards or points that are rewarded or transferred in any form to the account prior to service suspension, or any roaming data of the Day Pass(es) purchased for the account, will be forfeited and not restored or refunded in any form.

2.10. After service reconnection, the monthly fee will be charged based on the rate of fees specified on the Company's website or mobile app at the time of service reconnection. The new monthly fee may be higher than the fee charged prior to service termination.

2.11. The services provided to the customer are subject to the Company's prevailing mobile service plan and/or rate of charges for the services from time to time. The Company reserves the right to vary the mobile service plan and/or rate of fees for the services at any time, as it sees fit, by giving prior notice to the customer. In the case of any increase in the rate of fees for the services, the Company shall give the customer no less than thirty (30) days prior notice.

3. Mobile Data Services：

3.1. 4G data services are only applicable to designated handsets and SIM cards and customers who use the designated mobile service plan.

3.2. The data is available for usage locally in Hong Kong.

3.3. First 5GB of this mobile service plan is at up to 21Mbps. When monthly local data usage reaches 5GB, data service continues but the upload and download speed for data access thereafter will be at up to 128kbps.

3.4. Customers can transfer their mobile data allowance to other customers of the Company in adherence to specified requirements regarding unused data allowance. The Company accepts no liability for disputes among customers in the process of data transfer. The Company reserves all rights to impose a handling fee on each transfer of data. The fee shall be charged as stated in the next bill statement. Transferred data for a receiver will expire by the billing date and cannot be carried forward to the next billing month. A mobile number registered to a customer can only receive up to 20GB of data from other customers during the free trial period.

3.5. The Customer must use the services with settings [including but not limited to the APN setting (only applicable to data services)] and devices specified by the Company. The Customer can check with the Company for the latest information on setting and devices. If the Customer does not follow this specification in the use of the Services, the Company has the right to forthwith suspend / terminate the services without notice. Also, the Company has the right to charge the Customer for use of the services at the Company's prevailing rate.

3.6. Local data usage excludes tethering, peer-to-peer applications(P2P), FTP file sharing and webcam applications.

4. Roaming data day pass：

4.1. Unless stated otherwise, a Day Pass is deducted each day for each country or region. A day is defined as 00:00 to 23:59 local time of the visiting country (capital) or region.

4.2. Unless otherwise specified, Day Passes provide 4G network data usage. For details of the network coverage, please refer to the Company’s Mobile App or Website. Day Passes are only deducted on the day when the customer uses the data service. The customer does not have to use multiple Day Passes on consecutive dates.

4.3. Unless otherwise specified, one Day Pass is deducted for each region visited on the same day. Exception: no more than two Day Passes are deducted each day for European countries.

4.4. Unless otherwise specified, the data roaming service is subject to the Fair Usage Policy (FUP). When daily data roaming usage reaches a threshold in a destination, data speeds are capped at 128kbps. However, customers can continue to use data roaming. The "level of fair data usage" refers to the level of fair data usage specified when customers purchase roaming data Day Passes.

4.5. Day Passes support the data tethering function, but not peer-to-peer applications (P2P), FTP file sharing and webcam applications.
4.6. Day Passes work on mobile phones, tablets, iPads (except the WiFi model) and pocket WiFi devices (WiFi eggs). The actual service performance and data transmission speed may vary due to many factors, including, but not limited to, the network traffic, model of the handset/ device, settings (including device hardware and software), upload/download content and other external factors.
4.7. The Company recommends users to disable the software auto-update function, and use free WiFi for activities that require high data usage.
4.8. Day Passes data service can be used on networks of operators with which the Company has an agreement for mobile data services. The number and coverage of networks are subject to changes and updates. Please visit the Company's Mobile App or website for more information.
4.9. Day Passes must be used within the specified valid period or will otherwise expire.
4.10. Customers can add Day Passes. Please refer to the Company's Mobile App or Website for details.
4.11. Unless stated otherwise, the Day Pass' validity will be reset to 365 days after a new Day Pass is added. All purchased Day Passes will become invalid and a refund will not be given after the mobile telephone services are cancelled.
4.12. The Company will not give any refund if the Customer fails to use the Day Passes within the valid period, leading to the expiry of the Day Passes.
4.13. To ensure all customers receive fair and equitable services at all times, a Fair Usage Policy (FUP) may be in place in accordance with the business practices of the telecommunications service provider (the local in-country wireless network carrier or operator in the roaming region).
4.14. If an FUP is in place, the telecommunications service providers commonly apply a cap on the amount of wireless data when an individual customer has exceeded a certain amount of data within a specified time period. Data service continues without speed throttling or data capping, but access to network resources will be given lower priority and data service experience may be affected. It may limit the transfer of a specific amount of data over a period of time, which can result in a slowdown of the connection speed.
4.15. Upon excessive usage, the telecommunications service providers may, at any time, cease, suspend or alter the network quality. In this case, the Company shall not intervene. During peak periods (concurrent use of network resources by a large number of users), customers' mobile data experience may be intermittently affected, which shall be alleviated once the usage returns to normal.
4.16. Telecommunications service providers reserve the right to change their service models and policies (including FUP) without notice.
4.17. No refund or discount will be given by the Company if the above circumstances occur. Termination of service may apply if a customer downloads continuously or if their usage impacts other users.
4.18. The use of the Company's products and services are only eligible and limited within the country or region specified. The Company does not guarantee its products and services can be used outside of the specified countries or regions. Any costs incurred from such use would be the sole responsibility of the customer. The use of the Company's services outside Hong Kong may be subject to laws and regulations of the country the customer is visiting. The customer is required to comply with those laws and regulations; the Company is not liable for the customer's non-compliance.
4.19. The Company's telecommunications service providers generally have good coverage within their respective countries or regions. However, this may vary according to each national provider's systems (including services and systems beyond the Company's control), especially in remote areas. The Company does not guarantee the continuity and stability of the services.
4.20. The availability and coverage of networks varies depending on the customer's location. The quality of the services depends in whole or in part on the customer's mobile phone and mobile device, the network and other factors. If too many people try to use the network at the same time, services may be adversely affected by physical features (such as buildings, mountains etc.) and by atmospheric conditions or other causes of interference.
4.21. The Company does not guarantee that connections will not be lost; that the transmission of data will occur at any particular speed or time; that all traffic can or will be transmitted by the network; or that there will be absolute protection of the network against unauthorized access or interception.

5. Birdie-get-birdie：

5.1. To be eligible to participate in the promotion as referrer ("the Referrer"), the customer must be a user of the Company's service.

5.2. The Referrer must forward the referral code assigned by the Company to refer a person ("Referee"). The Referrer is only eligible to obtain the rewards for a Referrer after the Referee becomes a new customer of the Company's mobile telephone service ("New Customer").
5.3. To be eligible to join the Birdie-get-birdie, the Referrer and the Referee must be aged 16 or above. Rewards will not be given to any person aged under 16.
5.4. The Referee is only eligible to obtain the rewards offered for a Referee after they successfully activate new services or transfer their mobile phone number to the Company.
5.5. When a Referee is referred by more than one Referrer to become a New Customer of the Company, the Company will use the referral code to ascertain the identity and qualification of the Referrer for obtaining rewards.
5.6. The Referrer and the Referee cannot be the same person. The Company will check with a customer's Identity Card number or passport number for identity verification.
5.7. Referral rewards will be given to the Referrer in two phases. The first referral rewards will be given within 15 working days after Referees successfully became paid customer and make pre-payment for the monthly fee in the second month. The second referral reward will be given within 15 working days after Referees successfully make pre-payment for the monthly fee in the forth month. Referrers and Referees who claim rewards must have valid services being used via the Company. Referrers should provide valid Hong Kong bank accounts to obtain rewards. The Company does not accept any change of bank account in the course of obtaining rewards. The Company reserves the right not to grant rewards if the Referee gives up claiming rewards or if the Referee fails to claim rewards because they have provided incorrect information.
5.8. A monthly extra 2GB of local data is applicable as a reward for the Referee for a total of two months. The reward is given to the Referee who successfully makes pre-payment for the monthly fee in the second and fourth month.
5.9. There is no upper limit to the rewards a Referrer can obtain.
5.10. All Referee rewards are non-exchangeable. The Company can replace the rewards with other rewards without prior notice.
5.11. Participation in the referral programme is subject to there being no abuse/non-compliance by the Referrers or Referees, otherwise the Company will deduct the rewards without notice and/or take action to reclaim the redeemed rewards.
5.12. The Company may change the terms and conditions and/or modify/terminate the promotion without notice. The Company's decision is final.
5.13. While waiting to claim rewards or while in the process of claiming rewards, Referrers and Referees must continuously use the Company's mobile telecommunication service and make their monthly payment. If the customer's account is terminated by the customer or the Company for any reason, all rewards will be forfeited without any form of refund.
5.14. The Company has the right to ask customers who claim rewards to present documents for the purpose of verifying their identity. The Company reserves the right not to grant rewards when the identity of the person who claims rewards is different from that of the applicant (customer) for using the mobile service plan.
5.15. The customer is required to claim rewards within 3 months or else the rewards will be forfeited without prior notice.

6. General Terms and Conditions:

6.1 Customers cannot enjoy this offer in conjunction with other offers.
6.2 This offer cannot be transferred to any third party and is neither refundable nor exchangeable for cash.
6.3 All offers and services are subject to relevant terms and conditions.
6.4 Customers are required to submit proof of identity including but not limited to the copy of their Identity Card, proof of address and other forms of ID at the request of the Company for collecting the proof of identity. The Company reserves the right not to provide the services until the Company has established the truth or correctness of the documents furnished by the customer.
6.5 The Company reserves the right to make the final decision relating to offers and any dispute thereof and may change the terms and conditions without prior notice.

6.6 Each service in the service plan is subject to the general terms and conditions of Birdie Mobile Limited and the terms and conditions of the service plan.

6.7 These terms and conditions have been translated into Chinese. If there is any inconsistency between the English version and the Chinese version, the English version shall prevail.