

Term of Use

1. YOUR AGREEMENT WITH CHINA MOBILE INTERNATIONAL LIMITED

1.1 iSolutions's websites ("iSolutions Website") are operated by CMI.

1.2 iSolutions branded products, including any software improvements, modifications, enhancements, fixes, updates, upgrades and future versions thereto ("Updates") and whether made available for free or for a fee, (collectively the "Software") is licensed (not sold) to you by China Mobile International Limited ("CMI").

1.3 The features that are made available through the Products for free (excluding products or features available for free on a trial basis only) ("Free Products") are provided to you by CMI.

1.4 Any iSolutions branded products, that you pay for (including products or features which are available for free on a trial basis only) ("Paid For Products") are provided to you by CMI.

1.5 Definition:

"iSolutions" is the brand that CMI used to expand its global enterprise business.

"Products" means collectively the Free Products and Paid For Products;

"you" or "your" means you, the registered holder of the User Account (as described in paragraph 6.1) and licensee under these Terms.

1.6 Your agreement with CMI is made up of the terms and conditions set out in this document, together with any fair usage policies, privacy policy described in this document (collectively the "Terms"). To the extent of any inconsistency among the fair usage policies, privacy policy and this document, this document shall take precedence.

2. ACCEPTANCE OF THE TERMS

2.1 In order to download and/or use the iSolutions Website, Products and/or Software you must first accept these Terms. These Terms are accepted by you

(a) when you click to accept or agree the Terms; or

(b) when you download and/or use the iSolutions Website, Products and/or Software. We advise you to print a copy of these Terms for your records. These Terms remain effective from the date of acceptance until terminated by you or CMI in accordance with paragraph 11.

2.2 You cannot accept these Terms if:

(a) you are not lawfully entitled to use the iSolutions Website, Products and/or Software in the country in which you are located or resident or

(b) if you are not of legal age to form an adding agreement with CMI.

2.3 In some countries/territories the Products may be provided to you by CMI's local partner. Under such circumstance, that local partner may ask you to accept its own terms of service ("local terms"). If there is any inconsistency between those local terms and these Terms, then the local terms shall govern to the extent of that inconsistency.

3. CHANGES TO THE TERMS

3.1 CMI may make changes to these Terms from time to time. CMI will publish the changes in iSolutions Website or Software. Changes to the fair usage policies and privacy policy will be posted on the applicable iSolutions Website. The changes will be effective when published. Please review the Terms on a regular basis. You understand and agree that your express acceptance of the Terms or your use of the iSolutions Website, Products and/or Software after the date of publication shall constitute your agreement to the updated Terms. If you do not agree with the amended Terms, you may terminate your relationship with CMI in accordance with paragraph 11 below.

4. LICENCE

4.1 Licence. Subject to your compliance with these Terms, you are granted a limited, non-exclusive, non-sublicensable, non-assignable, free of charge license to download and install the Software on a personal computer, mobile phone or other device; and personally use the Software through your individual iSolutions. For the avoidance of doubt,

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- (a) IT administrators working on behalf of a company may download and install the iSolutions Software onto personal computers or other devices used by personnel of such company; and
- (b) you are permitted to use the Software at a university or other educational institution, or at work. CMI reserves all rights not expressly granted to you under these Terms.

4.2 Restrictions. You may not and you agree not to.

- (a) sub-license, sell, assign, rent, lease, export, import, distribute or transfer or otherwise grant rights to any third party in the Software;
- (b) undertake, cause, permit or authorize the modification, creation of derivative works or improvements, translation, reverse engineering, decompiling, disassembling, decryption, emulation, hacking, discovery or attempted discovery of the source code or protocols of the Software or any part or features thereof (except to the extent permitted by law);
- (c) remove, obscure or alter any copyright notices or other proprietary notices included in the Software;
- (d) use the Software or cause the Software (or any part of it) to be used within or to provide commercial products or services to third parties. The foregoing shall not preclude you using the Software for your own business communications, subject to paragraph 4.1 above;
- (e) other than for the purposes of download and installation, use the Software except through your User Account.

4.3 Third Party Technology. If you are using Software pre-loaded on, embedded in, combined, distributed or used with or downloaded onto third party products, hardware, software applications, programs or devices ("Third Party Technology"), you agree and acknowledge that:

- (a) you may be required to enter into a separate license agreement with the relevant third party owner or licensor for the use of such Third Party Technology;
- (b) some Products and/or functionality may not be accessible through the Third Party Technology and
- (c) CMI cannot guarantee that the Software shall always be available on or in connection with such Third Party Technology.

5. USE OF THE SOFTWARE AND PRODUCTS AND ISOLUTIONS WEBSITES

5.1 Equipment. In order to use the iSolutions Website you will need an Internet broadband connection and compatible internet browser software. You are responsible for providing all equipment required to access the iSolutions Website.

5.2 Suspension, technical improvement and maintenance. From time to time, CMI may need to perform maintenance on or upgrade the iSolutions Website or the underlying infrastructure that enables you to use the iSolutions Website or Products. This may require CMI to temporarily suspend or limit your use of some or all of the iSolutions Website until such time as this maintenance and/or upgrade can be completed. You will not be entitled to claim damages for such suspension or limitation of the use of iSolutions Website.

5.3 Quality. CMI cannot guarantee that the iSolutions Website will always function without disruptions, delay or errors. A number of factors may impact the use of the iSolutions Website including but not limited to: your local network, firewall, your internet service provider, the public internet and your power supply. CMI takes no responsibility for any disruption, interruption or delay caused by any failure of or inadequacy in any of these items or any other items over which we have no control.

5.4 Changes to iSolutions Website. CMI is constantly improving the iSolutions Website and may also need to change technical features from time to time in order to comply with applicable regulations. Accordingly, you acknowledge and agree that the functionality of the iSolutions Website may vary from time to time. Technical requirements for use and feature descriptions are available on the iSolutions Website. If you do not agree with any changes to iSolutions Website you may terminate your relationship with CMI in accordance with paragraph 11. In addition, you acknowledge and agree that certain Products may be subject to usage limits or geographical restrictions, which may vary from time to time. Please check the iSolutions Website for details of the most up-to-date usage restrictions that apply to the Products that you are using.

5.5 Unsolicited Ideas. CMI does not consider or accept unsolicited proposals or ideas, including without limitation ideas for new products, technologies, promotions, product names, product feedback and product improvements ("Unsolicited Feedback"). If you send any Unsolicited Feedback to CMI through the iSolutions Website or otherwise, you acknowledge and agree that CMI shall not be under any obligation of confidentiality with respect to the Unsolicited Feedback.

5.6 Reports. Certain parts of the iSolutions Website may ask for written suggestions or problem reports such as using our contact form or problem report form ("Reports"). Please read carefully any specific terms, which govern those Reports. The Reports shall be deemed the property of CMI. CMI shall exclusively own all now known or hereafter existing rights to the Reports throughout the universe in perpetuity and shall be entitled to use the Reports for any

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purpose whatsoever, commercial or otherwise, without compensation to the provider of the Reports. Any Reports you send to CMI will not be treated as confidential and CMI shall not be liable for any disclosure of the Reports.

5.7 Linking. You may link to the iSolutions Website from another website owned by you, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement by CMI where none exists. You may not frame the Site on any other site.

6. YOUR OBLIGATIONS

6.1 User Account. Prior to your first use of the iSolutions Website, you will be asked to create a User Account by inputting your telephone number and password. We recommend that you choose a password that is hard to guess and consists of letters, numbers and symbols. You may only use the iSolutions Website through your User Account. You are solely responsible and liable for all activities conducted through your User Account. To prevent unauthorized use, you shall keep your password confidential and shall not share it with any third party or use it to access third party websites or services. If you suspect that someone else knows your password, then you shall immediately change it in order to protect the security of your User Account. It is your responsibility to ensure that you do not respond to any unsolicited requests for credit card details, passwords or other data. CMI takes no responsibility for your failure to comply with the obligations in this paragraph 6.1.

6.2 Lawful Use. You must use the iSolutions Website, Products and Services in accordance with the laws of where you are located. In some countries there are restrictions on the use of the iSolutions Website and/or Products and Services. It is your responsibility to ensure that you are legally allowed to use the iSolutions Website and/or Products and Services where you are located.

6.3 Prohibited Use. You may not:

- (a) use any type of spider, virus, worm, trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage, emulate or disassemble the iSolutions Website, Products and Services;
- (b) send unsolicited communications (also referred to as 'SPAM', 'SPIM' or 'SPIT') or any communication not permitted by applicable law or use the iSolutions Website, Products and Services for the purposes of phishing or pharming or impersonating or misrepresenting affiliation with another person or entity;
- (c) expose any third party to material which is offensive, harmful to minors, indecent or otherwise objectionable in any way;
- (d) use the iSolutions Website, Products and Services to cause or intend to cause embarrassment or distress to, or to threaten, harass or invade the privacy of, any third party; or
- (e) use any material or content that is subject to any third party proprietary rights, unless you have a license or permission from the owner of such rights; or
- (f) collect or harvest any personally identifiable information, including account names, from the iSolutions Website, Products and Services;
- (g) impact or attempt to impact the availability of the iSolutions Website, Products and Services for example, with a denial of service (DOS) or distributed denial of service (DDoS) attack;
- (h) use or launch any automated system, including without limitation, robots, spiders or offline readers that access the iSolutions Website, Products and Services.

6.4 User Submissions. Please exercise respect when participating in any features of the iSolutions Website or Products and Services such as forums, blogs, email functions, video hosting, sharing and/or publishing or any other function on the iSolutions Website which allows you to post, upload, edit, host, share and/or publish content. You acknowledge and agree that:

- (i) by using the iSolutions Website and/or Software you may be exposed to content that you may find offensive or indecent and you do so at your own risk;
- (ii) you are solely responsible for, and CMI has no responsibility to you or any third party for any User Submissions that you create, submit, post or publish on the iSolutions Website or through the Software;
- (iii) CMI does not guarantee any confidentiality with respect to User Submissions, whether or not they are published
- (iv) CMI is not responsible for any User Submissions that you may have access to through your use of the iSolutions Website or Software and all User Submissions are the responsibility of the person from whom such User Submissions originated. iSolutions does not endorse any User Submissions or any opinion, recommendation, or advice expressed therein, and expressly disclaims any and all liability in connection with User Submissions.

In connection with your User Submissions, you represent and warrant that you

- (a) own or have the necessary licenses, rights, consents, and permissions to use and authorize CMI to use all copyrights, trademarks, trade secrets, patents and other intellectual property or proprietary rights in and to any and all User Submissions in accordance with these Terms; and

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- (b) you have the written consent, release and /or permission of each and every identifiable individual person in the User Submission to use the name and/or likeness of each and every such individual in the User Submission, to enable inclusion and use thereof in the manner contemplated by these Terms. You shall not copy, post or use text, photos, pictures, music, sounds, images or any other content from any third party or source (“Third Party Content”) without specific permission from the owner. Such Third Party Content may be protected by intellectual property laws and the owners of the intellectual property rights in such content may object to its use. You must not use any Third Party Content without first obtaining the permission of the owner of the intellectual property rights in such content.

If, at any time you choose to upload or post User Submissions to the iSolutions Website (excluding Reports and excluding the content of your communications) you automatically grant CMI a non-exclusive, worldwide, irrevocable, royalty-free, perpetual, sub-licensable and transferable license of all rights to use, edit, modify, include, incorporate, adapt, record, publicly perform, display, transmit and reproduce the User Submissions including, without limitation, all trademarks associated therewith, in connection with the iSolutions Website including for the purpose of promoting or redistributing part or all of the iSolutions Website, in any and all media now known or hereafter devised. You also hereby grant each user of the iSolutions Website a non-exclusive license to access your User Submission through the iSolutions Website and to use, copy, distribute, prepare derivative works of, display, perform and transmit such User Submissions solely as permitted through the functionality of the iSolutions Website and pursuant to these Terms of Use. In addition, you waive any so-called “moral rights” in and to the User Submissions, to the extent permitted by applicable law.

You may not submit or publish through the iSolutions Website that are libelous, defamatory, pornographic, harassing, hateful, an invasion of privacy, obscene, abusive, illegal, racist, offensive, harmful to a minor or an infringement of any intellectual property rights or a trade secret of a third party, or would otherwise violate the rights of any third party or give rise to civil or criminal liability. Furthermore, you may not submit or publish User Submissions that contain falsehoods or misrepresentations, solicit funds or services, contain advertising, promotional materials, junk mail, spam, chain letters or any form of solicitation, impersonate others or include programs that contain viruses or any other programs designed to impair the functionality of any computer. You agree not to solicit, for commercial purposes, any users of the iSolutions Website with respect to their User Submissions. You agree not to circumvent, disable or otherwise interfere with the security related features of the iSolutions Website or features that prevent or restrict the use of any content thereof.

6.5 Your Information. From time to time, CMI may request information from you for the purpose of supplying the Products and Services to you. You shall ensure that any such information is complete, up-to-date and accurate.

7. PROPRIETARY RIGHTS

7.1 The iSolutions Website, Products and Services contain proprietary and confidential information that is protected by intellectual property laws and treaties.

7.2 The content and compilation of content included on the iSolutions Website, (excluding User Submissions) such as sounds, text, graphics, logos, icons, images, audio clips, digital downloads and software, are the property of CMI, its affiliates or licensors and are protected by the applicable copyright laws. Such copyright protected content cannot be reproduced without CMI’s express permission. CMI reserves all rights not expressly granted in the iSolutions Website.

7.3 CMI and/or its licensors retain exclusive ownership of the iSolutions Website, Products and Services and all intellectual property therein (whether or not registered and anywhere in the world). You will not take any action to jeopardize, limit or interfere with iSolutions’s intellectual property rights in the iSolutions Website, and/or Products and Services.

7.4 “iSolutions”, associated trademarks and logos are trademarks of CMI. CMI has registered and filed applications to register its trademarks in many countries worldwide. CMI’s trademarks and trade dress may not be used in connection with any product or service that is not CMI’s, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits CMI. All other trademarks not owned by CMI or any of its related companies that appear on this site are the property of their respective owners. You are not permitted to and shall not register or use any trade name, trademark, logo, domain name or any other name or sign that incorporates any of CMI’s intellectual property (in whole or part) or that is confusingly similar thereto.

8. CHARGES

8.1 Charges for other Paid For Products. The charges for other Paid For Products will be confirmed to you before you complete a purchase from CMI. CMI may change the charges payable for the purchase of such Products at any time without any notice to you. The new charges will apply to your next purchase after the new charges have been published.

8.2 Promotional Offers. From time to time, CMI may offer Paid-For Products for free for a trial period. CMI reserves the right to charge you for such Products (at the normal rate) in the event that CMI determines (in its reasonable

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discretion) that you are abusing the terms of the offer, including if you are using any service, proxy or other devices or anonymous IP address that prevents us from locating you.

8.3 Tax. CMI reserves the right to apply value-added tax or other taxes at the appropriate rate as per applicable tax rules at the time of purchase.

9. PAYMENT

9.1 Payment methods. You can pay by using bank transfer. CMI reserves the rights to remove or change the payment methods.

10. ENDING YOUR RELATIONSHIP WITH CMI

10.1 You may terminate your relationship with CMI at any time and without recourse to the courts by requesting closure of your User Account, ceasing to use the iSolutions Website, Products and/or Software and cancelling any recurring payments.

10.2 CMI may terminate its relationship with you, or may terminate or suspend your use of the User Account(s), iSolutions Website, or Products and Services at any time and without recourse to the courts:

- (a) if you are in breach of these Terms;
- (b) if CMI reasonably suspects that you are using the iSolutions Website and/or Product and Services to break the law or infringe third party rights;
- (c) if CMI reasonably suspects that you are trying to unfairly exploit or misuse the refund policy, or any of our policies.
- (d) if CMI reasonably suspects that you are using our iSolutions Website and/or Product and Services fraudulently or that your User Account is being used by a third party fraudulently;
- (e) in respect of a particular Product and Service, on thirty (30) days' notice if CMI decides to cease offering that Product and Service;
- (f) immediately, if required due to a change in laws/regulation by a regulator or authority with a lawful mandate, or by any of CMI's partners;
- (g) on thirty (30) days' notice if CMI decides to cease offering the Product and Service to users in your jurisdiction generally.

10.3 CMI shall effect such termination by preventing your access to your User Account, the iSolutions Website and/or Products and Services (as applicable).

10.4 Consequences of Termination. Upon termination of your relationship with CMI: (a) all licenses and rights to use the iSolutions Website, Products and Services shall immediately terminate; (b) you will immediately cease any and all use of the iSolutions Website and/or Products and Services; and (c) you will immediately remove the Software from all hard drives, networks and other storage media and destroy all copies of the Software in your possession or under your control.

11. EXCLUSION OF WARRANTIES, LIMITATION OF LIABILITY AND INDEMNITY

11.1 For the purposes of this paragraph 12, "CMI" includes its subsidiary companies and affiliated legal entities and all their directors, officers, agents, licensors and employees.

11.2 No Warranties. To the maximum extent permitted by law: the iSolutions Website, Products and Services are provided "as is" and used at your sole risk with no warranties whatsoever; CMI does not make any warranties, claims or representations and expressly disclaims all such warranties of any kind, whether express, implied or statutory, with respect to the iSolutions Website, Products and/or Software including, without limitation, warranties or conditions of quality performance, non-infringement, merchantability, or fitness for use for a particular purpose. iSolutions further does not represent or warrant that the iSolutions Website, Products and/or Software will always be available, accessible, uninterrupted, timely, secure, accurate, complete and error-free or will operate without packet loss, nor does iSolutions warrant any connection to or transmission from the Internet, or any quality of calls made through the Software.

11.3 Nothing in this these Terms shall exclude or restrict CMI's liability for

- (a) death or personal injury,
- (b) loss resulting from iSolutions's wilful default or gross negligence,
- (c) fraud or deliberate misrepresentation, or
- (d) any liability which cannot be limited or excluded by applicable law.

11.4 No Liability. You acknowledge and agree that CMI will have no liability whatsoever, whether in contract, tort (including negligence) or any other theory of liability, and whether or not the possibility of such damages or losses has

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been notified to iSolutions, in connection with or arising from your use of iSolutions Website, or the Software that is provided free of charge. Your only right or remedy with respect to any problems or dissatisfaction with such Software and/or iSolutions Website is to immediately uninstall such Software and cease use of such Software and/or iSolutions Website.

11.5 Limitation of Liability. Subject to paragraphs 12.3 and 12.4 above, CMI shall not be liable to you, whether in contract, tort (including negligence) or any other theory of liability, and whether or not the possibility of such damages or losses has been notified to CMI, for:

- (a) any indirect, special, incidental or consequential damages; or
- (b) any loss of income, business, actual or anticipated profits, opportunity, goodwill or reputation (whether direct or indirect); or
- (c) any damage to or corruption of data (whether direct or indirect);
- (d) any claim, damage or loss (whether direct or indirect) arising from or relating to:
 - 1. your inability to use the Software to contact Emergency Services;
 - 2. your failure to make additional arrangements to access Emergency Services in accordance with paragraph 5.5 above;
 - 3. the service limitations set out in paragraph 5.6;
 - 4. your failure to provide accurate physical location information to an Emergency Services operative; or
 - 5. conduct of third party Emergency Services operatives and calling centres to which you may be connected.
- (e) any claim, damage or loss (whether direct or indirect) arising from or relating to:
 - 1. any product or service provided by a third party under their own terms of service;
 - 2. any Third Party Technology;
 - 3. any third party website.

11.6 Subject to paragraphs 12.3, 12.4 and 12.5 above, CMI's total liability to you under or in connection with these Terms (whether in contract, tort (including negligence) or any other theory of liability) shall not exceed in aggregate the amount paid by you for the Products in the twelve(12)-month period immediately prior to the date of the event giving rise to the relevant claim, subject to a maximum of five thousand Euros (EUR5,000) in all cases.

11.7 If any third party brings a claim against CMI in connection with, or arising out of

- (a) your breach of these Terms;
- (b) your breach of any applicable law of regulation;
- (c) your infringement or violation of the rights of any third parties (including intellectual property rights);
- (d) your User Submissions or
- (e) your compliant in relation to any User Submission, you will indemnify and hold CMI harmless from and against all damages, liability, loss, costs and expenses (including reasonable legal fees and costs) related to such claim.

12. YOUR CONFIDENTIAL INFORMATION AND YOUR PRIVACY

CMI is committed to respecting your privacy and the confidentiality of your personal information. We will process your personal information in accordance with our Privacy Policy on iSolutions Website.

13. HOW TO CONTACT CMI

To contact CMI in relation to the iSolutions Website, Products and Services, please contact our customer service via cs@cmi.chinamobile.com.

14. MISCELLANEOUS

14.1 You agree to the use of electronic communication in order to enter into contracts, place orders, and create other records and to the electronic delivery of notices, policies and changes thereto and records of transactions with CMI.

14.2 For your convenience, CMI may provide you with a translation of the English language version of these Terms. In the event of any inconsistency between a non-English version of these Terms and the English version, the English version shall govern your relationship with CMI.

14.3 These Terms constitute the entire agreement between you and CMI with respect to your use of the iSolutions Website, Products and/or Software and replace any prior agreements between you and CMI with respect to the iSolutions Website, Products and/or Software.

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14.4 If any provision of these Terms (or part of it), is found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, then such provision (or part of it) shall be removed from the Terms without affecting the legality, validity or enforceability of the remainder of the Terms.

14.5 The failure by CMI to exercise, or delay in exercising, a legal right or remedy provided by these Terms or by law shall not constitute a waiver of CMI's right or remedy. If CMI waives a breach of these Terms, this shall not operate as a waiver of a subsequent breach of the Terms.

14.6 You may not assign these Terms or any rights or obligations contained in them. CMI may, without prior notice, assign these Terms or any rights or obligations contained in them to any third party.

14.7 This paragraph 14, along with paragraphs 4.2, 12 and any other provisions, which are expressed or clearly intended to survive or operate in the event of termination, shall survive termination of the Terms.

14.8 You acknowledge and agree that if CMI is unable to provide the iSolutions Website, Products and/or Software as a result of a force majeure event, CMI will not be in breach of any of its obligations towards you under these Terms. A force majeure event means any event beyond the control of CMI.

14.9 These Terms shall be governed by and interpreted in accordance with the laws of Hong Kong and shall be subject to the exclusive jurisdiction of the courts of the district of Hong Kong.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY CLICKING ON THE ACCEPT BUTTON AND/OR CONTINUING TO INSTALL THE SOFTWARE OR USE THE SOFTWARE, PRODUCTS AND/OR CMLINK WEBSITE, YOU EXPRESSLY CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS AND GRANT TO CMI THE RIGHTS SET FORTH HEREIN.