

**Terms & Conditions T&C-D084**  
**Contract Term & Bonus For SmartShare Plan Smartphone**  
**Subscription**

**SmarTone**

**1) Term:**

- 1.1 The Smartphone Contract Term is specified in the Sales and Services Agreement and start from the service effective date.
- Previous Contract Term = on the date of this Sales and Services Agreement, the Customer already signed a fixed term contract.
  - Term = Outstanding months under unexpired Previous Contract Term + Smartphone Contract Term (if applicable).

**2) Service Plan:**

- 2.1 The Customer shall use the following applicable Service Plan and services during the Term:
- a) the Service Plan specified in the Sales and Services Agreement or a service plan with monthly fee above the Service Plan amount specified in the Sales and Agreement (not applicable to SIM Only service plan); and
  - b) any of the services ("Selected Services") specified in the Company's web site "Terms and Conditions" relating to this offer and the aggregate monthly fee (after deduction of any rebate) of such Selected Services is equal to or above the amount specified in the Sales and Services Agreement (if applicable).
- 2.2 Service Plan with specified data usage.
- 2.2.1 Whenever the data usage of the Customer under the relevant Service Plan nearly reaches the specified local data usage ("Specified Data Usage") the Company will notify the Customer by SMS to main SIM of his data consumption. The main SIM subscriber may return by SMS purchase a top-up of 1GB at \$100 ("Top Up") for usage of data for the remaining period of that month. If the Customer does not wish to purchase the Top Up, local data service under the relevant Service Plan will be automatically suspended when the Customer's data usage reaches the Specified Data Usage. Customer may purchase the Top Up at that time or wait until the beginning of the next monthly bill for the new Specified Data Usage allowance under the relevant Service Plan.
- 2.2.2 Where the Customer has registered more than one Service Plan in an Account, the Company will notify Customer's primary service number (i.e. the first registered service number) by SMS whenever a Top Up is confirmed.
- 2.3 All local data & voice usage under the relevant Service Plan will be shared between the SIM and all secondary SIMs.
- 2.4 If the Customer service number under the Specified Service Plan is terminated/ disconnected or changes to a non-specified service plan for whatever reason, all secondary SIMs will be terminated automatically at the same time.
- 2.5 Service Plan is not applicable to unlimited data with Fair Usage Policy and Multi-SIM Monthly Plan.
- 2.6 Service Plan is not applicable to 2G phones/Internet devices or for manual 2G network selection.
- 2.7 (Applicable to iPhone) The Customer shall use Credit Card auto pay to settle monthly fee during the Term. If the Customer does not settle his monthly payment by credit card autopay or uses a 3rd party credit card for payment, a prepayment is required.
- 2.8 (Applicable to iPhone) Non-Credit Card Autopay Prepayment**
- 2.8.1 For Customer who does not settle his monthly payment by credit card autopay, a prepayment of \$3,000 is required. Refund of the prepayment will be credited to the Customer during the Term.
- 2.8.2 If the Customer changes back to credit card autopay before the expiry of the Term, the Company shall not refund all the remaining prepayment at once. Instead refund of the remaining prepayment will be credited to the Customer during the remaining period of the Term.
- 2.8.3 (Applicable to designated iPhone model) The Company shall charge \$3,000 Non-Credit Card Autopay Prepayment or pro-rata thereof according to the remaining period of the Term upon the occurrence of any of the following events before the expiry of the Term:
- a) if the Customer cancels credit card autopay; or
  - b) if the autopay can not be processed via the credit card provided by the Customer and the Customer is not able to provide other credit card for autopay
- 2.9 (Applicable to iPhone) 3rd party Credit Card Autopay Prepayment**
- 2.9.1 For Customer who uses a 3rd party credit card to settle his monthly payment by credit card autopay, a prepayment of \$1,200 is required. Refund of the prepayment will be credited to the Customer during the Term.
- 2.9.2 If the Customer changes back to his or her own credit card autopay before the expiry of the Term, the Company shall not refund all the remaining prepayment at once. Instead refund of the remaining prepayment will be credited to the Customer during the remaining period of the Term.

- 2.9.3 (Applicable to designated iPhone model) The Company shall charge \$3,000 Non-Credit Card Autopay Prepayment or pro-rata thereof according to the remaining period of the Term upon the occurrence of any of the following events before the expiry of the Term :
- a) if the Customer cancels credit card autopay; or
  - b) if the autopay can not be processed via the credit card provided by the Customer and the Customer is not able to provide other credit card for autopay.

### 3) Rebate Offer:

- 3.1 Credit Amount to be rebated to the Customer varies according to the handset model and service plan selected by the Customer and will be credited to the Customer during the Term according to the credit arrangement specified in the Sales and Services Agreement.
- 3.2 If, on the date of this Sales and Services Agreement, the Account is already subject to an arrangement (each a "**Previous Credit Arrangement**") under which any sums or charges prepaid by the Customer or the Company are to be credited by the Company to the Account, the crediting of the first installment to the Account by the Company under this Sales and Services Agreement shall be postponed to the date falling 30 days after the date of cessation of: (a) the Previous Credit Arrangement; or (b) if there is more than one Previous Credit Arrangements, the Previous Credit Arrangement with the latest expiry date. The date of cessation of the Previous Credit Arrangement will be deemed to be the date on which the last amount to be credited to the Account under the Previous Credit Arrangement is actually credited to the Account.
- 3.3 The Credit Amount paid by the Company will only be applied by the Company to meet the Customer's payment obligations to the Company in respect of the Account. However, the Customer cannot set-off any other sum payable to the Company against any part of the Credit Amount payable by the Company to the Account.
- 3.4 The Credit Amount cannot be exchanged for cash.
- 3.5 The Company shall not be under any obligation to pay any interest to the Customer on the Credit Amount.
- 3.6 The Customer shall not be entitled to the Credit Amount or any balance thereof and the free services specified above upon the occurrence of any of the following events before the expiry of the Term:
- a) if the Customer changes to a (i) service plan with monthly fee equal to or below the Service Plan amount specified in the Sales and Services Agreement or (ii) 2G Service Plan or (iii) PayGo Service Plan or (iv) IC2N Service plan; or
  - b) if the Customer cancels or changes any of the Selected Services resulting in the aggregate monthly fee (after deduction of any rebate) of the Selected Services to be below the amount specified in the Sales and Services Agreement; or
  - c) if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
  - d) if the mobile telephone service is terminated/disconnected for whatever reason.
- 3.7 (If applicable) The Customer shall not be entitled to the extra local data and airtime specified in the Sales & Services Agreement upon the occurrence of any of the following events before the expiry of the Term:
- a) if the Customer changes to a non-specified service plan in the Sales & Services Agreement; or
  - b) if the Customer cancels or changes any of the Selected Services resulting in the aggregate monthly fee (after deduction of any rebate) of the Selected Services to be below the amount specified in the Sales and Services Agreement; or
  - c) if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
  - d) if the mobile telephone service is terminated/disconnected for whatever reason.

### 4) SIM Lock:

- 4.1 Without prejudice to the other terms and conditions for the warranty of the mobile telephone, the warranty will be void if the SIM lock is altered or tampered with by any person other than by the Company. The Company may at the Customer's request carry out maintenance services to the mobile telephone which is not covered by the warranty but subject to the Customer paying HK\$400 (which is subject to change from time to time) for such services.
- 4.2 If the Customer requests the SIM lock which is pre-set by the Company to be unlocked before the expiry of the Term (as specified in the Sales and Services Agreement), the Customer shall pay the Company an administration fee. This amount shall be refunded to the Customer provided the Customer uses the Company's mobile telephone services until the expiry of the Term. However, the Company will not unlock the SIM lock for the Customer if prior to the Customer's request to the Company, the SIM lock has already been altered or tampered by other unauthorized person(s).

### 5) Liquidated Damages:

#### 5.1 Liquidated Damages under Smartphone Contract Term

- 5.1.1 The Customer shall pay the Company liquidated damages (which is equivalent to the sum of the monthly fee of applicable Service Plan multiply by the remaining months of the Smartphone Contract Term) upon the occurrence of any of the following events before the expiry of the Smartphone Contract Term:
- a) if the Customer changes to a (i) service plan with monthly fee equal to or below the Service Plan amount specified in the Sales and Services Agreement or (ii) 2G Service Plan or (iii) PayGo Service Plan or (iv) IC2N Service plan; or

- b) if the Customer cancels or changes any of the Selected Services resulting in the aggregate monthly fee (after deduction of any rebate) of the Selected Services to be below the amount specified in the Sales and Services Agreement; or
- c) if the Customer cancels the auto pay payment method (if applicable); or
- d) if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
- e) if the mobile telephone service is terminated/disconnected for whatever reason.

## **5.2 Liquidated Damages under Term (i.e. Outstanding months under unexpired Previous Contract Term + Smartphone Contract Term)**

- 5.2.1 (Where applicable) The Customer shall pay the Company liquidated damages (which is equivalent to the sum of monthly fee of applicable Service Plan under the Previous Contract Term multiply by the remaining months of the unexpired Previous Contract Term + sum of monthly fee of applicable Service Plan under Smartphone Contract Term multiply by Smartphone Contract Term) upon occurrence of any of the following events on or before the expiry date of the unexpired Previous Contract Term:
- a) if the Customer changes to a (i) service plan with monthly fee equal to or below the Service Plan amount specified in the Sales and Services Agreement or (ii) 2G Service Plan or (iii) PayGo Service Plan or (iv) IC2N Service plan; or
  - b) if the Customer cancels or changes any of the Selected Services resulting in the aggregate monthly fee (after deduction of any rebate) of the Selected Services to be below the amount specified in the Sales and Services Agreement; or
  - c) if the Customer cancels the auto pay payment method (if applicable); or
  - d) if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
  - e) if the mobile telephone service is terminated/disconnected for whatever reason.
- 5.2.2 (Where applicable) The Customer shall pay the Company liquidated damages (which is equivalent to the sum of the monthly fee of applicable Service Plan under Smartphone Contract Term multiply by the remaining months of the Term) upon the occurrence of any of the following events after the expiry of the unexpired Previous Contract Term but before the expiry of the Term:
- a) if the Customer changes to a (i) service plan with monthly fee equal to or below the Service Plan amount specified in the Sales and Services Agreement or (ii) 2G Service Plan or (iii) PayGo Service Plan or (iv) IC2N Service plan; or
  - b) if the Customer cancels or changes any of the Selected Services resulting in the aggregate monthly fee (after deduction of any rebate) of the Selected Services to be below the amount specified in the Sales and Services Agreement; or
  - c) if the Customer cancels the auto pay payment method (if applicable); or
  - d) if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
  - e) if the mobile telephone service is terminated/disconnected for whatever reason.
- 6) 7-day replacement guarantee is not applicable to iPhone. The Customer should bring the faulty handset to SmarTone Customer Centre within the warranty period.

## **7) Data Services for Service Plan (“the Data Services”) :**

- 7.1 4G is only available with compatible phones and SIM cards.
- 7.2 All secondary SIMs does not include any data usage and voice service. Total local data usage and voice minutes will be shared between main SIM and secondary SIMs.
- 7.3 The data usage applies to local use only. Standard roaming data charge applies during roaming.
- 7.4 Users of Blackberry 7 OS and earlier version need to subscribe to the specified Blackberry service plan for the data usage.
- 7.5 The Customer must use the Data Services with settings [including but not limited to the APN setting (only applicable to data services)] and devices specified by the Company. Customer can check with the Company’s front-line staffs for the latest information on setting and devices. If the Customer does not follow this specification in the use of the Data Services, the Company has the right to forthwith suspend / terminate the Data Services without notice. Also the Company has the right to charge the Customer use of the Data Services at the Company’s prevailing rate.