

**Terms & Conditions T&C- D137Contract Term For \$88GoodCare  
Smartphone Plan [Selective Customer Offer]**

**SmarTone**

**1) Term:**

- 1.1 The Customer shall use the \$88 GoodCare Smartphone Plans service for the period specified in the Sales and Services Agreement ("Smartphone Contract Term"). The Term shall start from the service effective date.
- 1.2 "Previous Contract Term" = on the date of this Sales and Services Agreement, the Customer already signed a fixed term contract.
- 1.3 "Term" = Outstanding months under unexpired Previous Contract Term + Smartphone Contract Term (if applicable).

**2) Service Plan and Offer Details:**

- 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 & SuperCare Unbundled Smartphone Plan); and any of the services ("Selected Services") specified in the Company's web site "Terms and Conditions" relating to this offer(if applicable) 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); or
  - b) A Service Plan within the "[SuperCare Smartphone Plans – Group 4](#)" ⓘ (applicable to upgrade to a higher monthly fee during the Term) as specified in the Company's web site "Terms and Conditions" relating to this plan group.
- 2.2 The Service Plan is charged on a monthly basis. The monthly charges for the first month will be charged on a pro-rata basis from the service effective date to the first bill date. The monthly charges are payable in advance and non-refundable under whatever circumstances.
- 2.3 Service Plan is only applicable to phone usage (except for 2G phones or any phones which have manually opted for 2G network), but not applicable to any Internet devices (including but not limited to iPad / tablets / BlackBerry smartphones with BlackBerry 7 OS and earlier versions).
- 2.4 Before contract expires, the Company's retention team will contact the Customer for the latest re-contract offer. Should the Customer decline offer, and upon expiry of existing contract, the Customer will automatically be switched to a then prevailing comparable plan on non-contract basis that is specified from time to time.

**3) Offer Terms and Conditions (if applicable);:**

- 3.1 Credit Amount to be rebated to the Customer will be credited to the Customer during the Term according to the credit arrangement specified in the Sales and Services Agreement (or Supplemental Agreement to the Sales and Services Agreement).
- 3.2 The Credit Amount will be credited to the monthly bill of the Customer's Account. The first Credit Amount will be credited to  
the 1st monthly bill after the service effective date.
- 3.3 The Customer shall not be entitled to the Credit Amount or any balance thereof and shall pay the Company liquidated damages specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) 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 a monthly fee equal to or below the Service Plan amount specified in the Sales & Services Agreement (or Supplemental Agreement to Sales and Services Agreement); or (ii) HK-Macau 1Card 2 Numbers Service Plan ; or
  - b) if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
  - c) if the mobile telephone service to the mobile telephone number is terminated/disconnected for whatever reason; or
  - d) if at the request of the Customer or for whatever reason caused by the Customer, the mobile telephone services cannot be activated within 90 days from the date of the Sales and Services Agreement.

#### **4) Liquidated Damages:**

##### **4.1 Liquidated Damages under Smartphone Contract Term**

- 4.1.1 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) 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; or
  - e) if at the request of the Customer or for whatever reason caused by the Customer, the mobile telephone services cannot be activated within 90 days from the date of the Sales and Services Agreement.

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

- 4.2.1 (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) 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; or
  - e) if at the request of the Customer or for whatever reason caused by the Customer, the mobile telephone services cannot be activated within 90 days from the date of the Sales and Services Agreement.
- 4.2.2 (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) 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; or
  - e) if at the request of the Customer or for whatever reason caused by the Customer, the mobile telephone services cannot be activated within 90 days from the date of the Sales and Services Agreement.

#### **5) Data Services for Price Plan (“the Data Services”):**

- 5.1 Unlimited local data usage of this plan is at up to 384kbps.
- 5.2 The data usage applies to local (Hong Kong) use only. Standard roaming data charge applies during roaming.
- 5.3 The data usage applies to mobile phone use only (excluding 2G phone, BlackBerry smartphones with BlackBerry 7 OS and earlier versions, iPad and tablets) and handset APN setting must be “SmarTone”. Data is not available for sharing internet function via mobile phone (including tethering & Personal hotspot) and peer-to-peer applications (including BitTorrent).

- 5.4 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.