

Terms & Conditions T&C-R005
Extra Minutes Offer for Selective Customer

SmarTone

1) Term

The contract term is specified in the Supplemental Agreement to the Sales and Services Agreement and start from the service effective date.

2) Service Plan

2.1 The Customer shall use the Service Plan specified in the Supplemental Agreement to the Sales and Services Agreement during the Term.

3) Extra Minutes Offer

3.1 The Customer is entitled to the Extra Minutes offer according to the arrangement specified in the Supplemental Agreement to the Sales and Services Agreement.

3.2 The Customer shall not be entitled to the Extra Minutes offer or any balance thereof 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 Supplemental Agreement to 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 subscribes to other special offers, including handset or fixed term contract service plan; 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.

3.3 If the Customer does not notify the Company of termination of the Extra Minutes offer prior to the expiry of the offer period, the Company shall automatically charge the Customer for the such services at the prevailing monthly fee after the expiry of the offer period.

4). The Customer shall pay the Company liquidated damages specified in the Supplemental Agreement to the 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 monthly fee equal to or below the Service Plan amount specified in the Supplemental Agreement to Sales & Services Agreement or (ii) 2G Service Plan or (iii) PayGo Service Plan or (iv) IC2N 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 is terminated/disconnected for whatever reason.