



**Terms & Conditions T&C-R080
(Contract Term & Bonus for HK-Macau 1 Card 2 Numbers Service & Data Plan)**

1) The following terms and conditions of Supplemental Agreement are supplemental to the Sales and Services Agreement and the terms and conditions therein (the "Agreement") made between the Customer and SmarTone Mobile Communications Limited (the "Company") and shall form an integral part of the Agreement. Defined terms used in this Supplemental Agreement shall have the same meanings as set out in the Agreement.

2) Term
Contract term ('Term'): 20 months from the service effective date.

3) 3.1 Service Plan Details:

Monthly Fee	HK/Macau Voice Minute	Free Local (HK) Data Usage	Free Macau Data Usage	Liquidated Damage
HK\$516	750 mins	5GB	Unlimited	HK\$1000

3.2 Thereafter charge :

- HK/Macau Voice Minute : HK\$0.6 / min
- Local (HK) Data : HK\$100/1GB
- Macau Data : HK\$0.06/KB (not applicable to HK\$516 monthly fee)

3.3 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 of his data consumption. The Customer may by return 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.

3.4 Standard roaming data charge applies during roaming to other countries.

3.5 Data usage under the above Service Plan, the handset APN setting must be "SmarTone".

4) Customer must apply 001 IDD.

5) Customers who have subscribed to the Company's unlimited Macau data plan will not be charged for Roaming Data Pack when using data in Macau.

6) Mobile Number Porting is not applicable to Macau mobile number.

7) Credit Amount, extra free basic voice call minutes (if applicable) and specified extra data usage (if applicable) to be rebated to the Customer will be credited to the Customer during the Term according to the credit arrangement specified in the Supplemental Agreement to the Sales and Services Agreement.

- 8) If, on the date of this Supplemental Agreement to the Sales & 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 Supplemental Agreement to the Sales & 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.
- 9) 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.
- 10) The Credit Amount cannot be exchanged for cash.
- 11) The Company shall not be under any obligation to pay any interest to the Customer on the Credit Amount.
- 12) The Customer shall not be entitled to the Credit Amount (if applicable) and Minutes Package 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 Sales & Services Agreement or (ii) Smartphone SIM Only 4G / 3G Plans or (iii) iPhone Service Plan or (iv) 2G Service Plan or (v) PayGo Service Plan; or
 - b) if the Customer disconnects the selected Service(if applicable); or
 - c) if the Customer enjoys special handset offer ; 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 to the mobile telephone number is terminated/disconnected for whatever reason.
- 13) The Customer shall pay the Company liquidated damages upon the occurrence of any of the following events before the expiry of the Term:
 - 13.1 if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
 - 13.2 if the Customer changes the service plan specified above; or
 - 13.3 if the mobile telephone service to the mobile telephone number is terminated/disconnected for whatever reason.
- 14) Privacy Policy
 - 14.1 The privacy of the Customer is important to the Company. The Company has developed a Privacy Policy that covers how it collects, uses, discloses, transfers and stores the Customer's information. Please visit smartone.com/privacypolicyen for full details of the Company's Privacy Policy.
 - 14.2 The Company will do its best to keep the Customer's privacy safe, but the Customer is advised to protect his own personal information carefully.