

**Terms & Conditions T&C-T067B**  
**Contract Term For Multi-SIM Plans 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 of such Selected Services is equal to or above the amount specified in the Sales and Services Agreement (if applicable).
- 2.2 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 the service number of the Specified Service Plan. 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.
- 2.3 Add-on data SIM provides data service only, excluding any voice service.
- 2.4 If the Customer service number under the Specified Service Plan is terminated/ disconnected for whatever reason, the add-on data SIM will be terminated automatically at the same time.
- 2.5 The Company does not guarantee the services under the Service Plan will be compatible with the Customer's Internet devices.

**3) Liquidated Damages**

- 3.1 The Customer shall pay the Company liquidated damages (which is specified in the Sales and Service Agreement) upon the occurrence of any of the following events before the expiry of the Multi-SIM Plans Term:
- a) if the Customer changes to a service plan not specified; or
  - b) if the Customer terminates the Multi-SIM Plans; 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) Data Services for add-on data SIM Service ("the Data Services"):**

- 4.1 4G is only available with compatible phones, Internet devices and SIM cards.
- 4.2 Add-on data SIM does not include data usage. Usage of the Data Services will be shared with the data allowance under with the corresponding Specified Service Plan.
- 4.3 (Applicable to add-on data SIM) The data usage applies to local use only. Standard roaming data charge applies during roaming. Roaming data services is default deactivated. Customers need to register specified roaming data service plan to use roaming data service.
- 4.4 (Applicable to add-on data SIM) Users of Blackberry 7 OS and earlier version need to subscribe to the specified Blackberry service plan for the data usage.
- 4.5 (Applicable to add-on data SIM (For USB modem)) The data usage applies to local use only. One rate for roaming worldwide: \$0.12/KB. Customers should top up their accounts for roaming usage. Details of the charges are available in the Company's website.

The logo for SmarTone, featuring the word "SmarTone" in white, bold, sans-serif font on a red rectangular background.

4.6 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.