

Terms & Conditions T&C-T070B
Contract Term For Smartphone SIM Only Subscription

SmarTone

1) Term:

1.1 The contract term ("Term") is specified in the Sales and Services Agreement (or Supplemental Agreement to 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 Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) during the Term.

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 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) Liquidated Damages:

3.1 The Customer shall pay the Company liquidated damages (which is specified in 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 Sales and Services Agreement or (ii) PayGo Service Plan or (iii) 1C2N Service plan; or
- b) 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 Service Plan ("the Data Services"):

4.1 4G is only available with compatible phones and SIM cards.

4.2 The data usage applies to local use only. Standard roaming data charge applies during roaming.

4.3 Users of Blackberry 7 OS and earlier version need to subscribe to the specified Blackberry service plan for the data usage.

4.4 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.