

Terms & Conditions T&C-T091
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 following applicable Service Plan and services during the Term:
- a) the Service Plan specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement); 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 (after deduction of any rebate) of such Selected Services is equal to or above the amount specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) (if applicable).
- 2.2 Applicable to the Service Plan with specified data usage
- 2.2.1 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 200MB at \$40 for service plan with below 5GB data usage or 1GB at \$100 for service plan with 5GB or above data usage ("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.
- 2.2.2 Where the Customer has registered more than one Service Plan in an Account, the Company will notify Customer's primary service number (i.e. the first registered service number) by SMS whenever a Top Up is confirmed.

- 2.3 Service Plan is not applicable to 2G phones/Internet devices or for manual 2G network selection.

3) Offer Terms and Conditions:

- 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 If, on the date of this Sales and 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 Sales and 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.
- 3.3 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.
- 3.4 The Credit Amount cannot be exchanged for cash.
- 3.5 The Company shall not be under any obligation to pay any interest to the Customer on the Credit Amount.
- 3.6 The Customer shall not be entitled to the Credit Amount 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 Supplemental Agreement to Sales and Services Agreement) or (ii) non-specified service plan in the Sales & Services Agreement (or Supplemental Agreement to Sales and Services Agreement); 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 Supplemental Agreement to Sales and Services Agreement); or
 - c) if the Customer enjoys special phone 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 is terminated/disconnected for whatever reason.

- 3.7 (If applicable) The Customer shall not be entitled to the extra local data specified or the “Roaming Data Pack” offer in the Sales & Services Agreement upon the occurrence of any of the following events before the expiry of the Term:
- if the Customer changes to a non-specified service plan in the Sales & Services Agreement; or
 - 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 Supplemental Agreement to Sales and Services Agreement); or
 - if the Customer enjoys special phone offer; or
 - if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
 - if the mobile telephone service is terminated/disconnected for whatever reason.
- 3.8 The Customer shall pay the Company liquidated damages (HK\$500) upon the occurrence of any of the following events before the expiry of the Term:
- 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 Supplemental Agreement to Sales and Services Agreement) or (ii) 2G Service Plan or (iii) PayGo Service Plan or (iv) IC2N Service plan; or
 - 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 Supplemental Agreement to Sales and Services Agreement); or
 - if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
 - if the mobile telephone service is terminated/disconnected for whatever reason.
- 3.9 (If applicable) Free 30 minutes of IDD is only available during the Term, and the IDD minutes only apply to voice calls made by 001 IDD in Hong Kong to the fixed and mobile numbers in the following 10 destinations: China, USA, Canada, Australia, UK, Taiwan, Singapore, Japan, Macau and Malaysia. Voice calls made to infoline numbers and satellite numbers in these destinations are excluded. Any balance of unused free IDD minute(s) cannot be carried forward and will be forfeited on the bill date. Free IDD minutes will be given on pro-rata basis from service activation date to 1st bill date, and free 30 minutes IDD will be given in the following bills. If the Customer changes to other payment methods which is not autopay, the Company shall automatically terminate the IDD service to the Customer without prior notice.
- 3.10 (If applicable) Customer is required to (a) settle the payment with auto-payment; (b) register for Roaming Data Day Plan and (c) download Roaming Data App during the whole contract term to enjoy “Roaming Data Pack” offer (Fee\$168/50MB/destination/day). Roaming Data Pack offer is valid within contract term. If the Customer travels to 2 different destinations, 2 packs of “Roaming Data Pack” entitlement will be used. If the Roaming Data Pack entitlement is used up within the contract term; the next time the customer uses a Roaming Data Pack, the data usage will be charged according to the Roaming Data Pack rate at \$168/50MB. For service details and destinations, please visit web site. http://www.smartone.com/en/mobile_and_price_plans/roaming_idd/roamingdatapack/service.jsp
- 3.10.1 An SMS will be sent to advise customers for using 50MB free data when the Customer consumes data in the coverage of Roaming Data Pack. When the data allowance nearly reaches the limit of the day (50MB), an SMS will be sent to the Customer to advise of this. The Customer may reply with the SMS to purchase a top-up. The additional top-up will be charged. Fee of each top-up is \$168/50MB or \$88/25MB. If no top-up is purchased, data consumption will be suspended until 00:00 Hong Kong time. The Customer can purchase top-up at anytime to resume data usage. When the Customer uses Roaming Data Pack next time, the data usage will be charged according to standard Roaming Data Pack day plan fee \$168/50MB. Fee of each top-up is \$168/50MB or \$88/25MB.
- 3.10.2 Unused 50MB free data can be carried forward to the next Roaming Data Pack usage day. All accumulated data will be retained until the end of the bill month provided standard day plan fee \$168 of Roaming Data Pack is settled. Example: Unused free data in first day is 10MB. If the Customer uses roaming data in second day (within the end of the bill month), the Customer is required to settle the day plan fee (Fee\$168/50MB/destination) of second day. Accumulated data in second day is 60MB data.
- 3.10.3 If the Customer has more than 1 pack of “Roaming Data Pack” entitlement and has used 1 pack of “Roaming Data Pack” entitlement, the Customer has to use another pack of “Roaming Data Pack” entitlement for (a) the second day or (b) for a second destination.
- 3.10.4 When the Customer used up 50MB free data and would like to continue to use roaming data, the fee will be charged according to standard day plan fee \$168 of Roaming Data Pack. For service details and terms and conditions, please visit web site. http://www.smartone.com/en/mobile_and_price_plans/roaming_idd/roamingdatapack/service.jsp

- 3.10.5 The Customer should use packs of the "Roaming Data Pack" entitlement within effective provision period. Packs of the "Roaming Data Pack" entitlement will be invalid upon expiry. Please refer to My Account for the provision effective date. If the Customer has more than one pack of the "Roaming Data Pack" entitlement, deduction of data usage will be from the pack with the earliest expiry date.
- 3.10.6 The charge of Roaming Data Pack is on a per day basis starting from Hong Kong time 00:00 and ending on Hong Kong time 23:59.
- 3.10.7 If the Customer would like to activate standard roaming, the Customer can visit the Company stores or call the Company's 24hrs hotline at 28802688 to suspend Roaming Data Day Plan. Charge of data usage is according to Standard Data Roaming. To prevent unexpected roaming charges, the Customer can switch off data roaming in his phone's setting when he does not use it.
- 3.10.8 Packs of free "Roaming Data Pack" and unused data cannot be exchanged for cash.

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.