

**Terms & Conditions T&C-T135**  
**Contract Term For SuperCare Unbundled Smartphone Plans (FUP Unlimited Data) (Existing customer)**



**1) Offer and Term:**

- 1.1 SuperCare Unbundled Smartphone Plan (FUP Unlimited Data) is available to subscribers with an existing fixed term contract (“Existing Contract”) but excluding customer with an existing fixed term handset contract.
- 1.2 Customer must subscribe SuperCare Unbundled Smartphone Plan (FUP Unlimited Data) with a monthly fee higher than the Existing Contract.
- 1.3 The contract term (“Term”) for the SuperCare Unbundled Smartphone Plan (FUP Unlimited Data) is dependent on the remaining contract period of the Existing Contract. Details are set out below:

Remaining contract period of Existing Contract	Term of SuperCare Unbundled Smartphone Plan (FUP Unlimited Data)	Quotas of handset purchase at Unbundled Price during the Term
Equal or below 12 months	12 months	2
Above 12 months	24 months	4 (Twice for every 12 months)

- 1.4 The Existing Contract will be superseded by the contract for the SuperCare Unbundled Smartphone Plan (FUP Unlimited Data).
- 1.5 The Customer shall use the SuperCare Unbundled Smartphone Plan (FUP Unlimited Data) service for the period specified in the Sales and Services Agreement (“Term”). The Term shall start from the service effective date.
- 1.6 Unused quotas of special price handset purchase specified in Clause 1.3 will be forfeited after the end of the Term.

**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 FUP Unlimited data usage
  - 2.2.1 The Service Plan cannot be used in conjunction with Multi-SIM Monthly Plan and Tag-On SIM Plan.
  - 2.2.2 The unlimited local data usage for the Term is subject to Fair Usage Policy, described in Clause 5.
- 2.3 The Service Plan is charged on a monthly basis. The monthly charges for the first month will be charged on a pro-rata basis from the service effective date to the first bill date. The monthly charges are payable in advance and non-refundable under whatever circumstances.
- 2.4 Unless otherwise specified by the Customer, the SuperCare Unbundled Smartphone Plan (FUP Unlimited Data) service will continue to be provided to the Customer after the expiry of the Term and such service will be charged at the same Monthly Service Plan that is chargeable to the Customer on the expiry date of the Term.
- 2.5 Service Plan is only applicable to phone usage (except for 2G phones or any phones which has manually opted for 2G network), but not applicable to any Internet devices.

**3) Liquidated Damages (if applicable):**

- 3.1 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:
  - 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 Supplemental Agreement to Sales and Services Agreement) or (ii) 2G Service Plan or (iii) IC2N Service plan; 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 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; or

- e) if at the request of the Customer or for whatever reason caused by the Customer, the mobile telephone services cannot be activated within 90 days from the date of the Sales and Services Agreement.

#### **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.

#### **5) Fair Usage Policy:**

- 5.1 The following terms and conditions apply to telecommunication services (“Services”) provided by SmarTone Mobile Communications Limited (“the Company”).
  - a) The Company will ensure the system resources of the Company's telecommunications network (“Network”) is equitably allocated amongst users (“Users”) of the Services.
  - b) Under FUP (Fair Usage Policy), when monthly data usage reaches the plan's stated usage level, data service continues without speed throttling or data capping, but access to network resources will be given lower priority and data service experience may be affected.