

Terms & Conditions T&C-T142
Contract Term For SuperCare Smartphone Plans [Selective Customer Offer]

SmarTone

1) Term:

1.1 The Customer must subscribe to the designated SuperCare Smartphone Plan for 18 months ("Term"). The Customer shall use the designated SuperCare Smartphone Plan service for the period specified in the Sales and Services Agreement ("Term"). The Term shall start from the service effective date.

2) Offer:

2.1 A one-month rebate on the monthly fee is only applicable to new customers upon the subscription of designated SuperCare Smartphone Plan. A monthly fee of HK\$316 or HK\$456 will be credited to the Customer's account on the 7th bill month. The rebate does not include the admin fee and any other add-on service fees. To be eligible for the rebate, the plan must be activated on or before 31 August 2015.

2.2 The one-month rebate on the monthly fee will be forfeited if the Customer cancels the designated SuperCare Smartphone Plan subscription or changes to other service plans.

2.3 Customers must purchase iPhone 6 or iPhone 6 Plus upon subscription of the designated SuperCare Smartphone Plan.

2.4 During the Term, the Customer can purchase up to two iPhones (available models must be those offered by SmarTone) with HK\$500 discount on the prevailing Recommended Retail Price for each purchase. Recommended Retail Price will be updated from time to time. Please refer to the Company's website for the latest update.

2.5 Upon purchasing the second iPhone, the Customer is required to trade in the first iPhone ("Trade-in iPhone") previously purchased. The trade-in value is based on the Company's trade-in price on the transaction day and will be offset from the price of the second iPhone. If the trade-in price of the previously Trade-in iPhone is higher than the price of the second purchased iPhone, the balance will be credited to the Customer's account. The Trade-in iPhone must be of original manufacture without any modification and proven in good working condition and operating normally.

2.6 The trade-in price will be updated closely with reference to the market price of used handsets in Hong Kong. Please visit the Company's stores for details.

2.7 For service plan details, please visit smartone.com/ipsummer

3) Service Plan:

3.1 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).

3.2 Applicable to the Service Plan with specified data usage

3.2.1 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 500MB at \$HK50 ("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.

3.2.2 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.

3.3 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.

3.4 Unless otherwise specified by the Customer, the SuperCare Smartphone Plan 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.

3.5 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.

- 3.6 The Customer is entitled to purchase up to two iPhones with discount quotas during the Term. Unused quotas will be forfeited after the end of the Term.
- 3.7 Subscription to this plan does not guarantee availability of any new iPhone as that depends on the rules governing ordering and order fulfillment at the time, as well as the availability of actual stock delivered from Apple which is outside the control of the Company. Subscription to this plan only confers the right to a HK\$500 discount on the iPhone model's Recommended Retail Price if customers place the order for new iPhone within the Term.
- 3.8 SuperCare Smartphone Plan is not applicable for customer with an existing fixed term handset contract.

4) Liquidated Damages:

- 4.1 The Customer shall pay the Company liquidated damages (which is equivalent to the sum of the monthly fee of applicable Service Plan multiply by the remaining months of the Term) 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.

5) Data Services for Service Plan ("the Data Services"):

- 5.1 4G is only available with compatible phones and SIM cards.
- 5.2 The data usage applies to local use only. Standard roaming data charge applies during roaming.
- 5.3 Users of Blackberry 7 OS and earlier version need to subscribe to the specified Blackberry service plan for the data usage.
- 5.4 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.