

**Terms & Conditions T&C-T251**  
**Flexi-switch For Designated Service Plans**

**SmarTone**

**1) Flexi-switch:**

- 1.1 Flexi-switch is only applicable to new Customers or existing Customers with a new line subscription to a designated Service Plan. The designated Service Plans are set out in SmarTone website, please visit [smartone.com/Flexi-switch](http://smartone.com/Flexi-switch) for service plan details.
- 1.2 Flexi-switch allows Customers to change to another designated Service Plan ("Switch") once within the first 3 months from the date of activation of the service subscription under the contract made prior to the Switch ("Pre-Switch Contract").
- 1.3 When the Customer changes to a designated Service Plan under Flexi-switch ("Switch Contract"), the Customer shall use the designated Service Plan service for the period specified in the Supplemental Agreement to the Sales and Services Agreement of the Switch Contract ("Switch Contract Term").

**2) Service Plan:**

- 2.1 The Service Plan, selected services, rebates, extra local data and airtime offer, Switch Contract Term and other terms and conditions of the Switch Contract are set out in the Supplemental Agreement to the Sales and Services Agreement.

**3) FUP Unlimited Data Plan:**

- 3.1 If the Pre-Switch Contract carries a FUP Unlimited Data Plan but the Customer is not entitled to a FUP Unlimited Data Plan under the Switch Contract, the FUP Unlimited Data Plan under the Pre-Switch Contract will be automatically cancelled and the Customer will not be entitled to the FUP Unlimited Data Plan during the Switch Contract Term.

**4) Recoupment of Special Offers:**

- 4.1 If the monthly fee of the Switch Contract is below the monthly fee of the Pre-Switch Contract and the Customer has exercised special offers entitlements of the Pre-Switch Contract (including but not limited to quotas of Customer Smartphone and Tablet offer, SuperCare Unbundled Smartphone Plan's designated smartphones and tablets at Unbundled Prices, accessories coupons and premium), the Company reserves the right to charge the Customer the full value of the special offers which the Customer has enjoyed under the Pre-Switch Contract.

**5) Liquidated Damages:**

- 5.1 The Customer shall pay the Company liquidated damages (such amount specified in the Supplemental Agreement to Sales and Services Agreement) upon the occurrence of any of the following events before the expiry of the Switch Contract 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 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 set out in the Supplemental Agreement to the Sales and Services Agreement resulting in the aggregate monthly fee (after deduction of any rebate) of the Selected Services to be below the amount specified in the 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.