

**Terms & Conditions T&C-T285**  
**Contract Term For Add-on Local Data Plan**

**Smartone**

The following terms and conditions are supplemental to the Sales and Services Agreement and the Company's General Conditions of Services (Please refer to T&C B01 published at [smartone.com](http://smartone.com)).

**1) Term**

- 1.1 The Customer shall use the Add-on Local Data Plan service for the period specified in the Sales and Services Agreement ("Term"). The Term shall start from the service effective date.
- 1.2 The Term for subscription of the Add-on Local Data Plan is 24 months from the service effective date.

**2) Service Plan**

- 2.1 Add-on Local Data Plan is only available to Customer who has subscribed to a designated monthly service plan ("Specified Service Plan").
- 2.2 The Customer shall use the following applicable service plan and services during the Term:
  - a) the Add-on Local Data 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).
- 2.3 This 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 This Service Plan is not applicable to 2G phones / connected devices or any phones / connected devices which have manually opted for 2G network.

**3) Liquidated Damages:**

- 3.1 The Customer shall pay the Company liquidated damages (which is equivalent to the monthly fee of Add-on Local Data Plan 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 terminates the Add-on Local Data 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 service number / the registered name for the mobile telephone number / the service number; or
  - d) if the 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 ("Data Services")**

- 4.1 The 4G Data Service 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.