

Terms & Conditions T&C-T298 Contract Term For Supreme Data Pack

SmarTone

1) Term:

- 1.1 The Customer shall use the Supreme Data Pack Service Plan for the period specified in the Sales and Services Agreement ("Term"). The Term shall start from the service effective date.
- 1.2 Before contract expires, the Company's retention team will contact The Customer for the latest re-contract offer. Should the Customer decline offer, and upon expiry of existing contract, the Customer will automatically be switched to a then prevailing comparable plan on non-contract basis that is specified from time to time.

2) Service Plan:

- 2.1 The Supreme Data Pack Service Plan includes either FUP Unlimited Data Service or DataRoam x6 Service.
- 2.2 The Customer shall use the following applicable Service Plan and services during the Term:
 - a) the Service Plan ("Specified 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).

2.3 Supreme Data Pack Service Plan (FUP Unlimited Data):

- 2.3.1 This Service Plan cannot be used in conjunction with 10GB Add-on Local Data Plan, Multi-SIM Monthly Plan and Tag-On SIM Plan.
- 2.3.2 Free WiFi service
 - a) Free WiFi service is available to a Customer who has subscribed to this Service Plan. The Customer is required to register for WiFi service.
 - b) Free WiFi service will be terminated if the Customer changes to other service plan
- 2.3.3 The total local data usage of this Service Plan will be provided to unlimited data usage (subject to Fair Usage Policy, described in Clause 6) for the Term.
- 2.3.4 This Service Plan is not applicable to 2G phones / connected devices or any phones / connected devices which have manually opted for 2G network, and not applicable to other connected devices (including but not limited to USB modem / pocket wi-fi / TV box).

2.4 Supreme Data Pack Service Plan (DataRoam x6):

- 2.4.1 Upon subscription of this Service Plan, the monthly data allowance and top-up data purchased under the Plan can be shared in Hong Kong, Macau, China, Taiwan, Japan & Singapore.
- 2.4.2 Upon subscription of this Service Plan, the monthly local voice minutes allowance and additional local voice minutes purchased under the Plan can be shared in Hong Kong and Macau for receiving calls from anywhere and local outgoing calls in the same designation.
- 2.4.3 Applicable to the Service Plan with specified data usage
- 2.4.3.1 Whenever the local data usage of the Customer under the Specified Service Plan nearly reaches the specified local data usage ("Specified Data Usage"), the Company will notify the Customer by SMS. The Customer may by return SMS purchase a top-up at the charge as specified in the SMS received ("Top Up"). If the Customer does not wish to purchase the Top Up, local data service under the Specified Service Plan will be automatically suspended when the data usage has reached the Specified Data Usage. The Customer may purchase the Top Up at that time or wait until the beginning of the next bill month for the new Specified Data Usage allowance under the relevant Service Plan.

Any unused top-up local mobile data can be carried forward for free and can be used before the end of the next bill month. This is only applicable to designated service plans (1GB or above) with an "Advise & Consent" mechanism for the purchase of top-up data.

- 2.4.3.2 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.
- 2.4.4 The Customer who subscribes this Service Plan should also activate "Upgraded" Roaming Data Day Plan at the same time. To use the DataRoam x6 Service when travelling, the Customer should turn on data roaming via 'Settings' on his/her phone.

- 2.4.5 When the Customer is within the location of any of the overseas destinations which cover the DataRoam x6 Service and if the Customer's accumulated data usage exceeds monthly data allowance and top-up data purchased (if applicable) under this Service Plan, the daily thereafter roaming data usage will be charged by "Upgraded" Roaming Data Day Plan.
- 2.4.6 Customer can enjoy "Upgraded" Roaming Data Day Plan at 50% off on fixed daily rate (based on original price) upon the subscription of this Service Plan. The offer cannot be used in conjunction with other offers. For details of "Upgraded" Roaming Data Day Plan, service fee, terms and conditions, please visit smartone.com/T&CI029E.
- 2.4.7 This Service Plan cannot be used in conjunction with 10GB Add-on Local Data Plan, Multi-SIM Monthly Plan and Tag-On SIM Plan.
- 2.4.8 (If applicable) Any free bonus local data offered to an existing contract of a service number under the service plan will be forfeited upon the subscription of this Service Plan. The forfeited data will not be refunded or replenished to the Customer.
- 2.4.9 (If applicable) Any free day entitlement of "Upgraded" Roaming Data Day Plan offered to an existing contract of a service number under the service plan will firstly be deducted with the use of "Upgraded" Roaming Data Day Plan.
- 2.4.10 (If applicable) Any free day entitlement of Virtual WiFi Egg offered to an existing contract of a service number under the service plan will be forfeited when the Customer switches to "Upgraded" Roaming Data Day Plan upon the subscription of this Service Plan. The forfeited free day entitlement will not be refunded or replenished to the Customer.
- 2.4.11 (If applicable) Any free day entitlement of "Upgraded" Roaming Data Day Plan offered to an existing contract of a service number under the service plan will be forfeited when the Customer switches to Virtual WiFi Egg upon the subscription of this Service Plan. The forfeited free day entitlement will not be refunded or replenished to the Customer.
- 2.4.12 This Service Plan is not applicable to 2G phones / connected devices or any phones / connected devices which have manually opted for 2G network. However, if customers opt for FUP unlimited data, in addition to the above conditions, the plan will also not applicable to other connected devices (including but not limited to USB modem / pocket wi-fi / TV box).
- 2.5 (If applicable) For any Customer who subscribes Supreme Data Pack Service Plan (FUP Unlimited Data) also opts for DataRoam Service additionally / for any Customer who subscribes Supreme Data Pack Service Plan (DataRoam x6) also opts for FUP Unlimited Data Service additionally, FUP Unlimited Data usage applies to local (Hong Kong) use only. When the Customer is within the location of any of the overseas destinations which cover the selected DataRoam Service and if the Customer's accumulated data usage exceeds monthly data allowance under this Service Plan, the daily thereafter roaming data usage will be charged by "Upgraded" Roaming Data Day Plan.
- 2.6 Flexi Switch is not applicable for this Service Plan.
- 2.7 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.

3) Credit Amount (if applicable):

- 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 The Credit Amount will be credited to the monthly bill of the Customer's Account. The first Credit Amount will be credited to the 1st monthly bill after the service effective date.
- 3.3 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.
- 3.4 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.

- 3.5 The Credit Amount cannot be exchanged for cash.
- 3.6 The Company shall not be under any obligation to pay any interest to the Customer on the Credit Amount.
- 3.7 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.

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 multiplied 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 not 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 The 4G Data Service is only available with compatible phones and SIM cards.
- 5.2 Supreme Data Pack Service Plan (FUP Unlimited Data): The data usage applies to local use only. Standard roaming data charge applies during roaming.
- 5.3 Supreme Data Pack Service Plan (DataRoam x6): The data usage applies to the designations covering the DataRoam x6 Service coverage as described in Clause 2.4.1. For other destinations, the roaming data usage will be charged by “Upgraded” Roaming Data Day Plan at 50% off on fixed daily rate (based on original price). When the Customer is travelling to destinations outside the “Upgraded” Roaming Data Day Plan’s coverage or logs on to non-selected roaming network(s), the Customer’s data roaming is automatically deactivated.
- 5.4 Users of Blackberry 7 OS and earlier version need to subscribe to the specified Blackberry service plan for the data usage.
- 5.5 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.

6) Fair Usage Policy:

- 6.1 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 data allowance, 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.

7) Switching to New Designated Service Plan

7.1 Definitions:

- a) Switch Contract Term = 24 months
- b) Term = the period specified in Clause 1.1.
- c) New Term = number of used months under Term + Switch Contract Term

7.2 New Switch Designated Service Plan:

- 7.2.1 After 1 month or before the end of the Term, the Customer can switch to monthly fee at HK\$518 SuperCare Smartphone Plan (6 GB) or monthly fee at HK\$298 SuperCare SIM-only Plans (6GB).
- 7.2.2 Credit Amount will be rebated to the Customer during the New Term. Credit total amount = Monthly fee under New Term x number of used month(s) under Term. Credit month are calculated as rounded down unit and all values of Credit Amount are rounded down to the nearest month.
- 7.2.3 Credit Amount to be rebated to the Customer will be credited to the Customer during the New Term according to the credit arrangement specified in the Sales and Services Agreement (or Supplemental Agreement to the Sales and Services Agreement).
- 7.2.4 The Credit Amount cannot be exchanged for cash.
- 7.2.5 The Company shall not be under any obligation to pay any interest to the Customer on the Credit Amount.