

**Terms & Conditions T&C-V110  
(Terms & Conditions for “Call Guard & ST Protect Combo”)**

**1) Your Acceptance**

1.1 This is an agreement between SmarTone Mobile Communications Limited ("SmarTone" or "the Company") and you ("you" or "the Customer"), a user of “Call Guard & ST Protect Combo” ("the Service"). BY USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE TO THESE TERMS AND CONDITIONS. If you do not agree to any of these terms and conditions, you may not use the Service.

**2) “Call Guard & ST Protect Combo”**

2.1 The Service is only available to customers who have subscribed the Company’s mobile telephone services.

2.2 The Customer shall use the following Service Plan as specified in the Sales and Services Agreement:

| Service Plan                  | Monthly Service Plan |
|-------------------------------|----------------------|
| Call Guard & ST Protect Combo | HK\$36               |

2.3 The Service Plan is charged on a monthly basis. The monthly charges are non-refundable under whatever circumstances.

2.4 Usage rules established by the Company relating to the Service may be controlled and modified by the Company for compliance purpose and the Company reserves the right to enforce such usage rules without notice to you.

**3) Credit Amount (if applicable):**

3.1 Credit Amount to be rebated to the Customer will be credited to the Customer 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:
- 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) Subject to relevant terms and conditions. Please refer to [T&C-V070 \(Call Guard Service\)](#), [T&C-V098 \(STProtect Service\)](#) for details.
- 5) The Company reserves the right to revise the terms and conditions of the Service from time to time.