

**Terms & Conditions T&C 02-04  
(Contract Term For Integrated Voice and Data Plans with Handset Subscription)**

Customer shall use the below service plan and value-add service starting from the Service Effective Date and agree to accept the 'Terms & Conditions T&C 02-04'. In the event of any discrepancy or contradiction between these terms and conditions and the SmarTone General Terms and Conditions, these terms and conditions shall prevail.

**1) Term:**

- 1.1 The Customer shall use the Integrated Voice and Data Plans with Handset Subscription service for the period specified in the Sales and Services Agreement ("Term"). The Term shall start from the service effective date.
- Previous Contract Term = on the date of this Sales and Services Agreement, the Customer already signed a fixed term contract
  - Term = Outstanding months under unexpired Previous Contract Term + Smartphone Contract Term (if applicable)

**2) Service Plan:**

- 2.1 The Customer shall use the applicable Service Plan and services during the Term.
- 2.2 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 any circumstances.
- 2.3 When the Customer is using the above services aboard, the standard roaming charges shall apply.
- 2.4 Within the contract period, the service charges will be calculated according to the Promotional Service Plan details and terms described in this contract. Unless otherwise specified by the Customer, the Integrated Voice and Data Plans with Handset subscription service will continue to be provided to the Customer after the expiry of the Term and such service will be charged at the same Service Plan that is chargeable to the Customer on the expiry date of the Term.
- 2.5 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) Contract Bonus (If applicable):**

- 3.1 Credit Amount to be rebated to the Customer varies according to the handset model and Service Plan selected by the Customer and will be credited to the Customer during the Term according to the credit arrangement specified in 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 & Services Agreement, the Account is already subject to a previous agreement (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 ("Credit Amount"), the crediting of the first installment to the Account by the Company under this Sales & Services Agreement and the payment of any sums under these Sales & Services Agreement shall be deemed as effective and can be demanded by the Company from the Service Effective Date and valid until the Term as stated herein, notwithstanding the Terms & Conditions of any Previous Credit Arrangement(s) or the date of cessation of any Previous Credit Arrangement(s) - deemed to be the date on which the last amount to be credited to the Account under any of the Previous Credit Arrangement(s) 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 and free services specified above 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);
  - 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);
  - c) if the Customer subscribes to other special offers, including handset or fixed term contract service plan;
  - d) if the Customer changes any of the Customer's SmarTone mobile telephone number(s) or the registered name for any of Customer's SmarTone mobile telephone number; or
  - e) if the mobile telephone service to any of the Customer's SmarTone mobile telephone number(s) is/are terminated or disconnected for whatever reason.

**Terms & Conditions T&C 02-04**  
**(Contract Term For Integrated Voice and Data Plans with Handset Subscription)**

#### 4) Liquidated Damages:

##### 4.1 Liquidated Damages under Smartphone Contract Term

- 4.1.1 The Customer shall pay the Company (the Liquidated Damages multiply by the remaining months of the Smartphone Contract Term) upon the occurrence of any of the following events before the expiry of the Smartphone Contract Term:
- if the Customer changes to a 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);
  - 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;
  - if the Customer changes any of the Customer's SmarTone mobile telephone number(s) or the registered name for any of Customer's SmarTone mobile telephone number; or
  - if the mobile telephone service to any of the SmarTone mobile telephone number(s) is/are terminated or disconnected for whatever reason.

##### 4.2 Liquidated Damages under Term Contract (i.e. Outstanding months under unexpired Previous Contract Term + Smartphone Contract Term)

- 4.2.1 (Where applicable) The Customer shall pay the Company (the Liquidated Damages under the Previous Contract Term multiply by the remaining months of the unexpired Previous Contract Term + the Liquidated Damages under Smartphone Contract Term multiply by Smartphone Contract Term) upon occurrence of any of the following events on or before the expiry date of the unexpired Previous Contract Term:
- if the Customer changes to a 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);
  - 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;
  - if the Customer changes any of the Customer's SmarTone mobile telephone number(s) or the registered name for any of Customer's SmarTone mobile telephone number; or
  - if the mobile telephone service to any of the SmarTone mobile telephone number(s) is/are terminated or disconnected for whatever reason.
- 4.2.2 (Where applicable) The Customer shall pay the Company (the Liquidated Damages under Smartphone Contract Term multiply by the remaining months of the Term) upon occurrence of any of the following events after the expiry of the unexpired Previous Contract Term but before the expiry of the Term:
- if the Customer changes to a 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);
  - 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;
  - if the Customer changes any of the Customer's SmarTone mobile telephone number(s) or the registered name for any of Customer's SmarTone mobile telephone number; or
  - if the mobile telephone service to any of the SmarTone mobile telephone number(s) is/are terminated or disconnected for whatever reason.

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

- 5.1 The data usage applies to local use only. Standard roaming data charge applies during roaming. The data usage applies to mobile phone use only and smartphone APN setting must be "Smartgprs". The data usage includes Internet browsing, watching videos on the Internet, file upload/download, VoIP and instant messaging.
- 5.2 The Customer agrees to and shall comply with the following Fair Usage Policy in the use of the Data Services:  
The following terms and conditions apply to telecommunication services ("Services") provided by SmarTone Mobile Communications (Macau) Limited ("the Company").
- 5.2.1 The Company may monitor the Customer usage of the Data Services.
- 5.2.2 The Services shall not be used under any one of the following circumstances (i) using the Services in any manner which adversely affects the Company's ability to provide, complete or maintain the level or quality of its network or other services; and (ii) in any manner which is designed to unfairly exploit the usage or to cause loss or damage to the Company such as using the Services for commercial purposes or reselling the Services.
- 5.2.3 To ensure the system resources of the Company's telecommunications network ("Network") are equitably allocated amongst users of the Services, the Company may monitor the throughput and the amount of data traffic caused by Customer's usage of the Services. If the Customer fails to comply with any of the prohibitions specified in Clause 5.2.2; or upon the occurrence of any one or more of the circumstances specified in Clause 5.2.2; or if in the reasonable opinion of the Company, the Customer's use of the Services is excessive or unreasonable or adversely affects the Company's ability to provide, complete or maintain the level or quality of its Network or other services or to cause loss or damage to the Company, the Company may forthwith take such steps it considers reasonably necessary or appropriate including but not limited to restricting or limiting the throughput or amount of data transferred, or suspending or terminating the Services to the Customer without notice.
- 5.2.4 If the Customer fails to comply with any of the prohibitions specified above or if in the reasonable opinion of the Company, the Customer's use of the Data Services is excessive or unreasonable, the Company may ask the Customer to moderate the usage. If the Customer fails to do so, the Company reserves the right to charge the Customer for the excessive usage at a rate specified by the Company, or suspend or terminate the Data Services, or the Company may take any steps it considers reasonably necessary or appropriate forthwith without notice.

Remarks: 1. When a Customer under 4G service plan has reached the monthly thereafter data ceiling charge at \$500, the Customer can still continue to use the service and the data access speed (upload and download) will not be restricted to less than 256kbps. However, the actual data transmission speeds may vary due to local conditions and other conditions which may arise ( This is not applicable to "Advise and Consent" thereafter Local data charge basis).

2. When a 4G service plan with upgraded to unlimited local data plan has reached the monthly data usage of 10GB, the Customer can still continue to use the service and the data access speed (upload and download) will not be restricted to less than 256kbps. However, the actual data transmission speeds may vary due to local conditions and other conditions which may arise. ( This is not applicable to "Advise and Consent" thereafter Local data charge basis).