

Terms & Conditions T&C-T125B
Contract Term For Basic Broadband & Voice Plan

SmarTone

1) Contract Term

The Customer shall use the Basic Broadband & Voice Plan service for the period specified in the Sales and Services Agreement ("Term"). The Term shall start from the service effective date.

2) Service Plan and Offer Details:

- 2.1 The Customer shall use the Service Plan specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) 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 whatever circumstances.
- 2.3 Unless otherwise specified by the Customer, the Basic Broadband & Voice Plan service will continue to be provided to the Customer after the expiry of the Term and such service will be charged at the same Monthly Service Plan that is chargeable to the Customer on the expiry date of the Term.
- 2.4 Service Plan is only applicable to phone usage (except for 2G phones or any phones which have manually opted for 2G network), but not applicable to any Internet devices (including but not limited to iPad/ tablets/ BlackBerry Smartphones with BlackBerry 7 OS and earlier versions).

3) Offer Terms and Conditions:

- 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 The Customer shall pay the Company liquidated damages (which is specified in the Sales and Service Agreement) 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 and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) or (ii) 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

4) Data Services for Price Plan ("the Data Services"):

- 4.1. Unlimited local data usage of this plan is at up to 384kbps
- 4.2. The data usage applies to local (Hong Kong) use only. Standard roaming data charge applies during roaming.
- 4.3. The data usage applies to mobile phone use only (excluding 2G phone, BlackBerry smartphones with BlackBerry 7 OS and earlier versions, iPad and tablets) and handset APN setting must be "SmarTone". Data is not available for sharing internet function via mobile phone (including tethering & Personal hotspot) and peer-to-peer applications (including BitTorrent).
- 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 account managers 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.

Terms & Conditions T&C- T329B
Contract Term For Smartphone SIM Only Subscription



1) Contract Term:

- 1.1 The Customer shall use the Smartphone SIM Only Subscription service 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 and Offer Details:

- 2.1. The Customer shall use the Service Plan specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) 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 whatever circumstances.
- 2.3. 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 / BlackBerry smartphones with BlackBerry 7 OS and earlier versions).

3) Offer Terms and Conditions:

- 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. The Customer shall not be entitled to the Credit Amount or any balance thereof and shall pay the Company liquidated damages(which is equivalent to the sum of the monthly fee of applicable Service Plan multiply by the remaining months of the Term) specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) 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 a 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) HK-Macau 1Card 2 Numbers Service plan; or
 - b) if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
 - c) if the Customer cancels the credit card autopay; or
 - d) if autopay cannot be processed via the credit card provided by the Customer and the Customer is not
 - e) able to provide another credit card for autopay; or
 - f) if the mobile telephone service to the mobile telephone number is terminated/disconnected for whatever reason; or
 - g) 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 ("the Data Services"):

- 4.1. Data speed for the first 5GB of this plan is at up to 21Mbps. When monthly local data usage reaches 5GB, data service continues but data speed will be at up to 384kbps.
- 4.2. The data usage applies to local (Hong Kong) use only. Standard roaming data charge applies during roaming.
- 4.3. The data usage 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 / BlackBerry smartphones with BlackBerry 7 OS and earlier versions) and handset APN setting must be "SmarTone". Data is not available for sharing internet function via mobile phone (including tethering) and peer-to-peer applications (including BitTorrent) and any web browsing in desktop mode via any mobile browser.
- 4.4. If customers opt for particular additional multimedia services (including but not limited to X-Power); when local data usage exceeds the data usage specified in 4.1, customer experience of those related multimedia services will be affected. Please ask SmarTone's assistants for details.
- 4.5. 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.

Terms & Conditions T&C-T146B1
Contract Term For SIM Only SuperFast Broadband & Voice
Smartphone Plans

SmarTone

1) Term:

1.1 The Customer shall use the SIM Only SuperFast Broadband & Voice Smartphone Plans service for the period specified in the Sales and Services Agreement ("Term"). The Term shall start from the service effective date.

2) Service Plan:

2.1 The Customer shall use the following applicable Service Plan and services during the Term:

- a) the 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).

2.2 Service Plan with specified data usage.

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.

2.3 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 whatever circumstances.

2.4 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.

2.5 Designated "6GB or above data usage" monthly service plan (if applicable)

Additional data usage charge is \$10/ 100MB, usage is rounded up to the nearest 100MB, maximum charge is \$198 per month.

3) Offer Terms and Conditions:

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.
- 3.8 The Customer shall pay the Company liquidated damages (which is specified in the Sales and Service Agreement) 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 and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) or (ii) 2G Service Plan or (iii) PayGo Service Plan or (iv) 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

4) Data Services for Service Plan (“the Data Services”):

- 4.1 4G 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 Account Managers 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.

Terms & Conditions T&C-T342B1
Contract Term For 5G Corporate SIM Only Plans



1) Term:

- 1.1 The Customer shall use the 5G Corporate SIM Only 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.
- 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 Customer shall use the following applicable Service Plan and services during the Term: above upon the occurrence of any of the following events before the expiry of the Term:
 - a) the 5G SIM Only Plan specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement); and
 - specified in the Sales and Services Agreement or (ii) 2G Service Plan or (iii) IC2N Service plan; or
 - 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).

2.2 Applicable to the Service Plan with specified data usage

2.2.1

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.

2.2.2

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.

2.3 (Where applicable) The Customer, as the registered mobile number user (“User of Registered Number”) can choose for 5G Add-On SIM card Plan.

2.4 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 whatever circumstances.

2.5 This Service Plan is not applicable to 2G phones / connected devices or any phones / connected devices which have manually opted for 2G network.

2.6 Designated “80GB or above data usage” monthly service plan (if applicable)
Additional data usage charge is \$50/ 10GB, usage is rounded up to the nearest 10GB, maximum charge is \$398 per month (if applicable).

3) Rebate:

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 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 and the 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 and Services Agreement or (ii) non-specified service plan in the Sales & Services Agreement (or Supplemental Agreement to Sales and Services Agreement) 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
 - c) if the Customer subscribes to other special offers, including handset or fixed term contract service plan; 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.
 - f) 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) Liquidated Damages:

- 4.1 The Customer shall pay the Company liquidated damages (which is specified in the Sales and Service Agreement) upon the occurrence of any of the following events before the expiry of the Smartphone Contract Term:
- a) if the Customer cancels or changes to a (i) service plan with monthly fee equal to or below the Service Plan amount specified in the Sales and Services Agreement or (ii) non-specified service plan in the Sales & Services Agreement (or Supplemental Agreement to Sales and Services Agreement) 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
 - c) if the Customer enjoys special offer including but not limited to phone offers or other contract term offers; 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; or
 - f) 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 5G is only available with compatible phones and SIM cards.

5.2 The data usage applies to local use only. Standard roaming data charge applies during roaming.

5.3 Data Services are applicable for access from mobile phones and tablets only, it is not appropriate for access from PC or other devices as a modem.

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 Account Manager 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) Extra Local Data and Airtime Offer:

6.1 (If applicable) The Customer shall not be entitled to the extra local data and airtime 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 changes to a (i) service plan with monthly fee equal to or below the Service Plan amount specified in the Sales and Services Agreement or (ii) non-specified service plan in the Sales & Services Agreement (or Supplemental Agreement to Sales and Services Agreement) 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
- c) if the Customer subscribes to other special offers, including handset or fixed term contract service plan; 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.
- f) 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.

Terms & Conditions T&C-T249
Contract Term For FUP Unlimited Data Plan



1) Term:

1.1 Definition:

- a) Previous Contract Term = on the date of this Sales and Services Agreement, the Customer already signed a fixed term contract for FUP Unlimited Data Plan.
- b) Smartphone Plan Contract Term = fixed contract term of iPhone /Smartphone Plan.
- c) FUP Unlimited Data Plan Term = fixed contract term of FUP Unlimited Data Plan.
- d) Term = Outstanding months under unexpired Previous Contract Term + Smartphone Plan Contract Term (if applicable).

1.2 The Customer shall use the FUP Unlimited Data Plan service for the period specified in the Sales and Services Agreement ("FUP Unlimited Data Plan Term"). The FUP Unlimited Data Plan Term shall start from the service effective date.

1.3 If the Customer does not have an existing contract of a service number at the time of subscription of the FUP Unlimited Data Plan, the FUP Unlimited Data Plan Term for subscription of the FUP Unlimited Data Plan shall be 12 months from the service effective date.

1.4 If the Customer has an existing contract of a service number that has not yet expired, the FUP Unlimited Data Plan Term shall start from the service effective date and expire on the same date as the expiry date of the existing contract. Customer can refer to the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) for details of the relevant contract expiry date.

1.5 If the Customer who has an existing unexpired contract of FUP Unlimited Data Plan stacks a new contract of iPhone/Smartphone Plan, the Customer is required to sign a new contract for FUP Unlimited Data Plan with the new contract of iPhone/Smartphone Plan. The Term takes effect immediately.

1.6 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 FUP Unlimited Data Plan is only available to Customer who has subscribed to a designated "5GB or above data usage" monthly service plan ("Specified Service Plan"). It cannot be used in conjunction with 10GB Add-on Local Data Plan, Multi-SIM Monthly Plan and Tag-On SIM Plan.

2.2 The Customer shall use the following applicable Service Plan and services during the Term:

- a) the FUP Unlimited 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 If the Customer has an existing unexpired contract of FUP Unlimited Data Plan stacks a new contract of iPhone/Smartphone Plan, the Customer is required to sign a new contract for FUP Unlimited Data Plan. The monthly fee of the new FUP Unlimited Data Plan as specified in the Sales and Services Agreement shall take effect simultaneously when the new contract for iPhone/Smartphone Plan commences and will apply until the expiration of the Term.

2.4 If the Customer subscribes to a SuperCare Unbundled Smartphone Plan, the monthly fee of FUP Unlimited Data Plan specified in the Sales and Services Agreement shall take effect simultaneously when the new SuperCare Unbundled Smartphone Plan commences and will apply until the expiration of the FUP Unlimited Data Plan Term.



- 2.5 Free WiFi service (Not applicable to the FUP Unlimited Data purchased for the bill month by monthly subscription)
- a) Free WiFi service is available to a Customer who has subscribed to a designated FUP Unlimited Data 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
- 2.6 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 whatever circumstances.
- 2.7 After subscription of the FUP Unlimited Data Plan, the total local data usage of the Specified Service Plan will be raised to unlimited data usage (subject to Fair Usage Policy, described in Clause 5) for the Term.
- 2.8 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).

3) Liquidated Damages

3.1 Liquidated Damages under FUP Unlimited Data Plan Term:

- 3.1.1 (Where applicable) The Customer shall pay the Company liquidated damages (HK\$1,000) upon the occurrence of any of the following events before the expiry of the FUP Unlimited Data Plan Term:
- a) if the Customer changes to a service plan that is not a Specified Service Plan; or
 - b) if the Customer terminates the FUP Unlimited Data Plan; or
 - c) 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
 - d) if the Customer changes the mobile telephone number / the service number / the registered name for the mobile telephone number / the service number; or
 - e) if the service is terminated/disconnected for whatever reason ; or
 - f) 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.

3.2 Liquidated Damages under Term (i.e. Outstanding months under unexpired Previous Contract Term + Smartphone Plan Contract Term):

- 3.2.1 (Where applicable) The Customer shall pay the Company liquidated damages (HK\$1,000) upon occurrence of any of the following events on or before the expiry date of the unexpired Previous Contract Term:
- a) if the Customer changes to a service plan that is not a Specified Service Plan; or
 - b) if the Customer terminates the FUP Unlimited Data Plan; or
 - c) 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
 - d) if the Customer changes the mobile telephone number / the service number / the registered name for the mobile telephone number / the service number; or
 - e) if the service is terminated/disconnected for whatever reason ; or
 - f) 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.
- 3.2.2 (Where applicable) The Customer shall pay the Company liquidated damages (HK\$1,000) upon the occurrence of any of the following events after the expiry of the unexpired Previous Contract Term but before the expiry of the Term:
- a) if the Customer changes to a service plan that is not a Specified Service Plan; or
 - b) if the Customer terminates the FUP Unlimited Data Plan; or
 - c) 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

- d) if the Customer changes the mobile telephone number / the service number / the registered name for the mobile telephone number / the service number; or
- e) if the service is terminated/disconnected for whatever reason ; or
- f) 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 (“the Data Services”):

4.1 4G 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.

5) Fair Usage Policy:

5.1 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.

Terms & Conditions T&C- T252B
Contract Term For Smartphone SIM Only Subscription



1) Contract Term:

- 1.1 The Customer shall use the Smartphone SIM Only Subscription service 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 and Offer Details:

- 2.1. The Customer shall use the Service Plan specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) 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 whatever circumstances.
- 2.3. 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 / BlackBerry smartphones with BlackBerry 7 OS and earlier versions).

3) Offer Terms and Conditions:

- 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. The Customer shall not be entitled to the Credit Amount or any balance thereof and shall pay the Company liquidated damages(which is equivalent to the sum of the monthly fee of applicable Service Plan multiply by the remaining months of the Term) specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) 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 a 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) HK-Macau 1Card 2 Numbers Service plan; or
 - b) if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
 - c) if the Customer cancels the credit card autopay; or
 - d) if autopay cannot be processed via the credit card provided by the Customer and the Customer is not able to provide another credit card for autopay; or
 - e) if the mobile telephone service to the mobile telephone number is terminated/disconnected for whatever reason; or
 - f) 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 ("the Data Services"):

- 4.1. Data speed for the first 5GB of this plan is at up to 42Mbps. When monthly local data usage reaches 5GB, data service continues but data speed will be at up to 128kbps.
- 4.2. The data usage applies to local (Hong Kong) use only. Standard roaming data charge applies during roaming.
- 4.3. The data usage 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 / BlackBerry smartphones with BlackBerry 7 OS and earlier versions) and handset APN setting must be "SmarTone". Data is not available for sharing internet function via mobile phone (including tethering) and peer-to-peer applications (including BitTorrent) and any web browsing in desktop mode via any mobile browser.
- 4.4. If customers opt for particular additional multimedia services (including but not limited to X-Power); when local data usage exceeds the data usage specified in 4.1, customer experience of those related multimedia services will be affected. Please ask SmarTone's assistants for details.
- 4.5. 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.