

**Terms & Conditions T&C-D138**  
**Contract Term For SuperCare Smartphone Plans with Handset**  
**Subscription**

**SmarTone**

**1) Term:**

- 1.1 The Customer shall use the SuperCare Smartphone 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 following applicable Service Plan and services during the Term:
- a) the Service Plan specified in the Sales and Services Agreement or a service plan with monthly fee above the Service Plan amount specified in the Sales and Agreement (not applicable to SIM Only service plan & SuperCare Unbundled Smartphone Plan); and 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 (if applicable); or
  - b) A Service Plan within the "[SuperCare Smartphone Plans – Group 1](#)" ⓘ (applicable to upgrade to a higher monthly fee during the Term) as specified in the Company's web site "Terms and Conditions" relating to this plan group.
- 2.2 Service Plan with specified data usage.
- 2.2.1 Whenever the data usage of the Customer under the relevant Service Plan nearly reaches the specified local data usage ("Specified Data Usage") the Company will notify the Customer by SMS of his data consumption. The Customer may by return SMS purchase a top-up of 200MB at \$40 for service plan with below 6GB data usage or 1GB at \$100 for service plan with 6GB or above data usage ("Top Up") for usage of data for the remaining period of that month. If the Customer does not wish to purchase the Top Up, local data service under the relevant Service Plan will be automatically suspended when the Customer's data usage reaches the Specified Data Usage. Customer may purchase the Top Up at that time or wait until the beginning of the next monthly bill 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 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 Applicable to Customer who stacks a new Smartphone Contract :  
Under Term (i.e. outstanding months under unexpired Previous Contract Term + Smartphone Contract Term), the monthly fee and entitlement of New Plan takes effect immediately and will apply until the expiration of the new Smartphone Contract.
- 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.
- 2.6 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.
- 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 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) 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
  - 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.
- 3.8 (If applicable) The Customer shall not be entitled to the extra local data and airtime specified in the Sales & Services Agreement upon the occurrence of any of the following events before the expiry of the Term:
- a) if the Customer changes to a non-specified service plan in the Sales & 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
  - 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.

#### **4) Liquidated Damages:**

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

- 4.1.1 The Customer 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 Smartphone Contract Term) upon the occurrence of any of the following events before the expiry of the Smartphone Contract 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) 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
  - 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.

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

- 4.2.1 (Where applicable) The Customer shall pay the Company liquidated damages (which is equivalent to the sum of monthly fee of applicable Service Plan under the Previous Contract Term multiply by the remaining months of the unexpired Previous Contract Term + sum of monthly fee of applicable Service Plan 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:
- 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) 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
  - 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.
- 4.2.2 (Where applicable) The Customer shall pay the Company liquidated damages (which is equivalent to the sum of the monthly fee of applicable Service Plan under Smartphone Contract Term multiply by the remaining months of the Term) 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 (i) service plan with monthly fee equal to or below the Service Plan amount specified in the 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
  - 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 4G 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 Users of Blackberry 7 OS and earlier version need to subscribe to the specified Blackberry service plan for the data usage.

5.4 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.

5.5 Data Services under Smartphone Contract Term:

5.5.1 The provisions set out in Clause 2.2.1 shall apply to data usage during Smartphone Contract Term.

5.6 Data Services under Term (i.e. outstanding months under unexpired Previous Contract Term + Smartphone Contract Term):

5.6.1 (Applicable to Customer who subscribe to Multi-SIM Plan) Data usage during outstanding months under unexpired Previous Contract shall be in accordance with the data usage allowance stated in the Sales and Services Agreement of the Previous Contract Term and data usage during the Smartphone Contract Term shall be according to the specified data usage of Smartphone contract.