

Terms & Conditions T&C-M066B-1
Contract Term For Connected Device Subscription

SmarTone

The following terms and conditions are supplemental to the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) and the Company's General Conditions of Services (Please refer to T&C B01 published at smartone.com).

1) Term:

- 1.1. The Customer shall use the SuperFast Connected Device 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 + Connected Device Contract Term (if applicable).
- 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:
 - 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 Applicable to the Service Plan with specified data usage
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 or via email of his data consumption. The Customer may by return SMS or via subscription page link to the email purchase a top-up of 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.
- 2.3 Designed "6GB data usage" monthly service plan (if applicable)
Additional data usage charge is \$1/10MB, usage is rounded up to the nearest 10MB, maximum charge is \$168 per month.
- 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 Service Plan is not applicable to 2G connected devices or any connected devices which has manually opted for 2G network.

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 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 (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 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.

4) Liquidated Damages:

4.1 Liquidated Damages under Connected Device Contract Term

- 4.1.1 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 Connected Device 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 + Connected Device Contract Term)

- 4.2.1 (Where applicable) The Customer shall pay the Company liquidated damages (which is specified in the Sales and Service Agreement) 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 specified in the Sales and Service Agreement) 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 (“Data Services”)

5.1 4G is only available with compatible connected devices and SIM cards.

5.2 The data usage applies to local use only.

5.3 The Customer must use the Data Services with settings [including but not limited to the APN setting (only applicable to data services)]. Customer can check with the Company’s front-line staffs for the latest information on setting. 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 for such data usage.

6) Data Roaming

6.1 Customer is required to register for roaming service at the Company’s stores or through the Company’s dedicated 24-hour hotline 2880 2622.

6.2 Standard Rate is applicable to all subscribers of this Service Plan.

6.3 Payment should be made by credit card autopay. (if applicable)