

**Terms & Conditions T&C-T064B**  
**Contract Term For Smartphone SIM Only Subscription**

**SmarTone**

**1) Term:**

1.1 The contract term ("Term") is specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) and start from the service effective date.

**2) Service Plan:**

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 Applicable to the 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 ("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. When the Top Up reaches \$280 in a month, Customer can use the data free of charge for the rest of that month.

**3) Offer Terms and Conditions:**

3.1 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.

3.2 The Customer shall pay the Company liquidated damages (which is 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) 2G Service Plan or (iii) PayGo Service Plan or (iv) IC2N Service plan; or
- b) if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
- c) if the mobile telephone service is terminated/disconnected for whatever reason.

3.3 (If applicable) Free 30 minutes of IDD is only available during the Term, and the IDD minutes only apply to voice calls made by Smart IDD in Hong Kong to the normal fixed and mobile numbers of the following 10 destinations: China, USA, Canada, Australia, UK, Taiwan, Singapore, Japan, Macau and Malaysia. But excludes voice calls made to the infoline numbers and satellite numbers of these destinations. Unused free minute(s) cannot be carried forwarded and will be cancelled on bill date. Free IDD minutes will be given on pro-rata basis from service activation date to 1st bill date, and free 30 minutes IDD will be given in the following bills. If the Customer changes to other payment methods which is not autopay, the Company shall automatically terminate the IDD service to the Customer without prior notice.

**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) Customer who has reached the monthly local data fair usage level specified by the Company can still continue to use the Service. However, the customer may have lower network access priority for the remainder of the billing period. Data access speed (upload and download) will not be restricted to less than 128kbps.