

**Terms & Conditions T&C-T108**  
**Contract Term For ExtraCare Smartphone Plan**

**SmarTone**

**1) Contract Term**

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 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 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 (including but not limited to iPad / tablets)

**3) Offer Terms and Conditions:**

The Customer shall not be entitled to the Credit Amount or any balance thereof and shall pay the Company liquidated damages 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
- 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.
- e) if the mobile telephone service to the mobile telephone number is terminated/disconnected for whatever reason.

**4) Data Services for Service Plan ("the Data Services"):**

- 4.1 Data Services for the first 1GB of this plan is at up to 42Mbps. When monthly local data usage reaches 1GB, data service continues but 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 applies to mobile phone use only (excluding 2G phones, 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 If customers opt for particular additional multimedia services (including but not limited to X-Power); when local data usage exceeds 1GB, 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.