

Terms & Conditions T&C-T138 Contract Term For SuperCare Smartphone Plans

SmarTone

1) Term:

1.1 The Customer shall use the SuperCare Smartphone 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:

2.1 Customers must purchase iPhone 6 or iPhone 6 Plus upon subscription of the SuperCare Smartphone Plan.

2.2 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).

2.3 Applicable to the Service Plan with specified data usage

2.3.1 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 500MB at \$HK50 ("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.

2.3.2 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.

2.4 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 Unless otherwise specified by the Customer, the SuperCare Smartphone 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.

2.6 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.

2.7 The Customer is entitled to purchase up to two iPhones with discount quotas during the Term. Unused quotas will be forfeited after the end of the Term.

2.8 Subscription to this plan does not guarantee availability of any new iPhone as that depends on the rules governing ordering and order fulfillment at the time, as well as the availability of actual stock delivered from Apple which is outside the control of SmarTone. Subscription to this plan only confers the right to a HK\$500 discount on the iPhone model's Recommended Retail Price if customers place the order for new iPhone within the iPhone Summer Promotion contract period.

2.9 SuperCare Smartphone Plan is not applicable for customer with an existing fixed term handset contract.

3) Liquidated Damages:

3.1 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 Term) 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) 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 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.