

Terms & Conditions T&C-T343

Contract Term For “5G Add-On SIM card” Plan



1) Term (If applicable):

1.1 Definition:

- a) Specified 5G Service Plan Contract Term = on the date of this Sales and Services Agreement, the Customer already signed a fixed term contract for specified 5G Service Plan
- b) Term = Fixed contract term of “5G Add-On SIM card” Plan

1.2 The Customer shall use the “5G Add-On SIM card” Plan (“Specified “5G Add-On SIM card” Plan”) for the period specified in the Sales and Services Agreement (“Term”). The Term shall start from the effective date of the service plan.

1.3 If the Customer has an existing contract of a service number under a designated 5G monthly service plan (“Specified 5G Service Plan”) that has not yet expired, the Term shall start from the service effective date and expire on the same date as the expiry date of the existing contract of a service number under specified 5G Service Plan. Customer can refer to the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) for details of the relevant contract expiry date.

1.4 If the Customer does not have an existing contract of a service number under Specified 5G Service Plan at the time of subscription, the Term shall be 12 months from the service effective date.

1.5 Before contract expires, the Company’s retention team will contact the Customer for the latest re-contract offer. Should the Customer decline the 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 “5G Add-On SIM card” Plan is only available to Customer who has subscribed to a Specified 5G Service Plan. It cannot be used in conjunction with Multi-SIM Monthly Plan and Tag-On SIM Plan.

2.2 The Customer shall use the following applicable Service Plan and services during the Term:

- a) “5G Add-On SIM card” 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) (where applicable).

2.3 Specified data usage and voice usage under Specified 5G Service Plan will share between all 5G Add-On SIM cards. The accumulated usage of all SIM Cards will be counted towards the usage of the Specified 5G Service Plan.

2.4 Applicable to the Service Plan with specified data usage:

2.4.1 The Customer with the registered mobile number of the Specified 5G Service Plan (“User of Registered Number”) can authorize all 5G Add-On SIM cards under the same plan to purchase an additional local data usage (“Top Up”).

2.4.2 Whenever the accumulated local usage of all SIM cards under the Specified 5G Service Plan nearly reaches the specified local data usage (“Specified Data Usage”) the Company will send an SMS notification to the User of Registered Number, and other plan users who are authorized to purchase a Top Up. Users may by return SMS purchase a Top Up at the charge as specified in the SMS received. The Company will treat the first SMS reply received as purchase confirmation and the Top Up local data purchased will be shared between all SIM cards under the Specified Service Plan. If no Top Up is purchased, local data service under the Specified Service Plan will be automatically suspended when the accumulated data usage of all SIMs has reached the Specified Data Usage. Users may purchase a Top Up at that time or wait until the beginning of the next bill month for the new Specified Data Usage allowance under the relevant Service Plan.

2.5 The Account Holder is responsible for the Specified Service Plan and has complete financial responsibility for the monthly charges of the Specified Service Plan.

2.6 This 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.

2.7 This Service Plan is not applicable to 2G phones / connected devices or any phones / connected devices which has manually opted for 2G network.



2.8 If the registered mobile number under the Specified 5G Service Plan is terminated/disconnected or changes to other service plan for whatever reason, all other 5G Add-On SIM cards under the Specified 5G Service Plan will be terminated at the same time.

3) Rebate:

3.1 Credit Amount to be rebated to the Customer will be credited to the Customer during the Term according to the credit arrangement specified in the Sales and Services Agreement (or Supplemental Agreement to 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 instalment 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 upon the occurrence of any of the following events before the expiry of the Term:

- a) if The Customer with the registered mobile number of the Specified 5G Service Plan cancels or changes non-specified 5G service plan; or
- b) if the Customer cancels or changes "5G Add-On SIM card" Plan or change to a non-specified service plan in the Sales & Services Agreement; or
- c) 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
- d) if the Customer enjoys special offer, include but not limited to phone offers or other contract term offers; or
- e) if the Customer changes the mobile telephone number/ the registered name for the mobile telephone number; or
- f) if the mobile telephone service is terminated/disconnected for whatever reason; or
- g) 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) Liquidated Damages (If applicable):

4.1 The Customer shall pay the Company liquidated damages (which is equivalent to the sum of the monthly fee of applicable Service Plan multiplied 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 with the registered mobile number of the Specified 5G Service Plan cancels or changes non-specified 5G service plan; or
- b) if the Customer cancels or changes "5G Add-On SIM card" Plan or change to a non-specified service plan in the Sales & Services Agreement; or
- c) 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
- d) if the Customer enjoys special offer, include but not limited to phone offers or other contract term offers; or
- e) if the Customer changes the mobile telephone number/ the registered name for the mobile telephone number; or
- f) if the mobile telephone service is terminated/disconnected for whatever reason; or
- g) 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 The 5G Data Service 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 settings 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.

6) Extra Local Data and Airtime Offer:

- 6.1 (Where applicable) The Customer shall not be entitled to the extra local data and airtime 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 with the registered mobile number of the Specified 5G Service Plan cancels or changes non-specified 5G service plan; or
 - b) if the Customer cancels or changes "5G Add-On SIM card" Plan or change to a non-specified service plan in the Sales & Services Agreement; or
 - c) 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
 - d) if the Customer enjoys special offer, include but not limited to phone offers or other contract term offers; or
 - e) if the Customer changes the mobile telephone number/ the registered name for the mobile telephone number; or
 - f) if the mobile telephone service is terminated/disconnected for whatever reason; or
 - g) 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.