

**Terms & Conditions T&C-T361**  
**Contract Term For 21Mbps Viva 60+ Plan**

**Smartone**

**1) Contract Term**

- 1.1 The Customer shall use the ExtraCare Smartphone Plan service for the period specified in the Sales and Services Agreement ("Term"). The Term shall start from the service effective date.
- 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 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 Applicant must be aged 60 or above.
- 2.3 Each HKID no. or Passport no. can only subscribe to the Service Plan once.
- 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 This Service Plan is not applicable to 2G phones / connected devices or any phones / connected devices which have manually opted for 2G network, and not applicable to other connected devices (including but not limited to USB modem / pocket wi-fi / TV box / BlackBerry smartphones with BlackBerry 7 OS and earlier versions).

**3) Offer Terms and Conditions:**

- 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 The Customer shall not be entitled to the Credit Amount or any balance thereof and 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) 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; or
  - 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; or
  - e) if the mobile telephone service to the mobile telephone number is terminated/disconnected for whatever reason; or
  - f) 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 The first 7GB of this plan is at up to 21Mbps. Under FUP (Fair Usage Policy), when monthly data usage reaches the plan's data allowance (7GB), data service continues (up to 21Mbps) without data capping, but access to network resources will be given lower priority and data service experience may be affected.
- 4.2 The data usage applies to local (Hong Kong) use only. Standard roaming data charge applies during roaming.
- 4.3 The data usage is not applicable to 2G phones / connected devices or any phones / connected devices which have manually opted for 2G network, and not applicable to other connected devices (including but not limited to USB modem / pocket wi-fi / TV box / BlackBerry smartphones with BlackBerry 7 OS and earlier versions) and handset APN setting must be “SmarTone”. Data is not available for sharing internet function via mobile phone (including tethering) and peer-to-peer applications (including BitTorrent) and any web browsing in desktop mode via any mobile browser.
- 4.4 If customers opt for particular additional multimedia services (including but not limited to X-Power); when local data usage exceeds the data usage specified in 4.1, 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.