

<p>Terms & Conditions T&C-V136 Terms & Conditions for "Call Guard and Norton Security Pack Combo"</p>

The following terms and conditions are supplemental to the Sales and Services Agreement and the Company's terms and conditions for Mobile Telephone Service (please refer to T&C 01 published at www.smartone.com).

1. Your Acceptance:

1.1. This is an agreement between SmarTone Mobile Communications Limited ("SmarTone" or "the Company") and you ("you" or "the Customer"), a user of "Call Guard and Norton Security Pack Combo" ("the Service"). BY USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE TO THESE TERMS AND CONDITIONS. If you do not agree to any of these terms and conditions, you may not use the Service.

2. Service

- 2.1. The Service is only available for SmarTone Customers with a mobile monthly service plan subscription.
- 2.2. The Customer shall use the Service Plan as specified in the Sales and Services Agreement.
- 2.3. The Service Plan is charged on a monthly basis. The monthly charges are non-refundable under whatever circumstances.
- 2.4. Usage rules established by the Company relating to the Service may be controlled and modified by the Company for compliance purpose and the Company reserves the right to enforce such usage rules without notice to you.

3. Credit Amount (if applicable)

- 3.1. If the Customer subscribes to the specified Service Plan, the Customer shall be entitled to the rebate.
- 3.2. The Credit Amount will be credited to the monthly bill of the Customer's Account according to Credit Arrangement. 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 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.
- 3.4. 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 Customer's Account. However, the Customer cannot set-off any other sum payable to the Company against any part of the Credit against any part of the Credit Amount payable by the Company to the Customer's 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 will not be entitled to the Credit Amount or any balance thereof and shall pay the Company liquidated damages upon the occurrence of any of the following events before the expiry of the Term:
 - a) if the Customer changes to a service not specified above; or
 - b) if the Customer terminates the "Call Guard and Norton Security Pack Combo" service; or
 - c) if the Customer changes the mobile telephone number or 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. Call Guard

4.1. Subject to relevant terms and conditions. For details, please refer to

- a) Call Guard (Single): [T&C-V070](#)
- b) Call Guard (Family): [T&C-V092](#)

5. Norton Security Pack

- 5.1. Norton Security Pack is provided by NortonLifeLock Inc. ("NortonLifeLock Inc.") subject to the terms and conditions in "Norton Security Premium Terms of Service". For Norton Security Premium Terms of Service ("TOS"), NortonLifeLock Inc. reserves the right to modify any part of the TOS at any time by posting the modified version on www.norton.com. Unless as otherwise stated, all modifications shall automatically be effective upon posting on the site and shall supersede any previous versions. Subscribers agree to review the TOS on www.norton.com regularly to ensure that they are aware of any modifications.
- 5.2. The Norton Security Pack which includes Norton Security, Norton Family Premier and Norton VPN services are provided by NortonLifeLock Inc.
- 5.3. Customer understands that the service included in or available to be subscribed under Norton Security Pack may be different from the Norton Security Pack available through other channel(s) which are not offered through the Company.
- 5.4. The Customer understands that the Company is not the service provider of the Norton Security Pack. The service included in the Norton Security Pack is subject to the announcement of NortonLifeLock Inc. (Please visit www.norton.com). The Company shall not be liable for any change and cancellation of any channel(s) and/ or contents.
- 5.5. The Company makes no representation or guarantee as to the quality and availability of the products, services (including but not limited to any fees, expenses, losses and damages incurred from or caused by using Norton Security Pack.
- 5.6. The Customer must provide accurate and valid email address in order to successfully register and activate the Norton Security Pack.

- 5.7. Customer of the Norton Security Pack must be a subscriber of the Company's designated Service Plan. The Customer is full responsible to manage the Norton Security Pack account and the relevant information, including registered email and account password. The Customer is also fully responsible for all the transactions made under the relevant Norton Security Pack.
- 5.8. The Customer will not be able to obtain the service if the Norton Security Pack is terminated or suspended due to the following reasons:
- a) termination of Service for whatsoever reason; or
 - b) any circumstances beyond the reasonable control of the Norton Security Pack

The Company or NortonLifeLock Inc. shall not make any refund or provide replacement under any circumstances.

- 5.9. Any update of the Customer's personal information recorded by the Company does not result in such personal information provided by the Customer being updated at the same time during the registration process of the Norton Security Pack and vice versa. The Customer should separately contact the Company and login to the Norton Security Pack account to update the personal information.
- 5.10. The Customer can complete the installation of Norton Security Pack according to the instruction provided after subscribed the designated service plan; the service will be effective for 365 days upon the successful installation by the customer

6. Liquidated Damages (if applicable)

- 6.1. The Customer shall pay the Company liquidated damages (which is equivalent to the sum of the monthly fee of the Service 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 changes to a service not specified above; or
 - b) if the Customer terminates the "Call Guard and Norton Security Pack Combo" service; 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.