

Terms & Conditions T&C - I017

Terms and Conditions for Upgraded “Mainland China & HK 1 Card 2 Numbers”

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). **By use of the Service, you agree to accept and be bound by the terms and conditions below. You must not subscribe to the Service if you do not accept all of the terms and conditions (“Terms and Conditions”):**

1) Applicable plans for subscription

- 1.1 Upgraded “Mainland China & HK 1 Card 2 Numbers” (the “**Service**”) is only available to a customer of SmarTone Mobile Communications Ltd (the “**Company**”) with subscription to the Company’s monthly mobile service plan for a period of at least two years (or such other period which the Company may determine) and could satisfy additional requirements below:
 - (i) before subscribing to the Service, s/he must have applied for a direct debit authorization, and the relevant bank and the Company have approved such authorization, for debiting the fees arising from the Service fees from his/her bank account or credit card through autopay (the “**autopay arrangement**”);
 - (ii) during such period, his/her mobile service plan and/or the autopay arrangement has not been cancelled, suspended or terminated for whatsoever reasons; and
 - (iii) any other requirements as the Company may impose from time to time for the purpose of activating the Service.
- 1.2 Notwithstanding anything contained in the Terms and Conditions, the Company reserves the right not to activate the Service for any reasons, including without limitation where (i) a third party stops providing the Company with the Service; and/or (ii) such person might have engaged in any Unauthorised Activity (as defined in clause 4.3 below).
- 1.3 Any Customer who subscribed to the Service before 6 March 2025 must, if requested by the Company, arrange the autopay arrangement and comply with clause 1.1(ii) and (iii).

2) Service

2.1 Customer shall use the Service starting from the service effective date. The details and fees are listed hereinbelow:

Monthly Fee	Call Charges ^(Note 4) (Applicable in Mainland)	SMS ^(Note 4) (Free for the first 10 of designated usage per month)		
	Receive incoming calls/ Outgoing calls to Mainland number/ Outgoing calls to HK number ^(Note 1)	Sending SMS to HK/ Mainland number (In Mainland)	Sending SMS to Mainland number (In Hong Kong)	Receiving
HK\$48/month	HK\$1.3/min	Deduct from free usage first	Deduct from free usage first	Free
HK\$28/month ^(Note 3)		Thereafter charges: HK\$0.98 ^(Note 2)	Thereafter charges: HK\$2 ^(Note 2)	

Notes:

1. The offer (free for first 15 mins Mainland voice call per billing month) shall lapse on 7 April 2025. Customers’ subscriptions of the Service made prior to such date shall not be affected.
2. This type of SMS usage is free for the first 10 SMS per billing month. For sending SMS to SmarTone customers, intra-SMS will be deducted from basic monthly plan or subject to additional intra-SMS charges. For sending SMS to non-SmarTone customers, it will be subject to inter-operator or international surcharges respectively.
3. \$28/month is calculated based on the original monthly fee of HK\$48, after a rebate of HK\$20 per month has been given to the Customer within term/Term and this rate is applicable only to Customers using their monthly mobile service plan on a fixed-term contract. The Customer shall use the Upgraded “Mainland China & HK 1 Card 2 Numbers” (“Upgraded “Mainland China & HK 1 Card 2 Numbers”) for the period specified in the Sales and Services Agreement for its monthly mobile service plan (“Term”). The term/Term shall start from the Upgraded “Mainland China & HK 1 Card 2 Numbers’ effective date. After the term/Term ends, the Company will continue to provide this Service. Customers need to pay the original monthly fee of \$48 after the term/Term.

4. For avoidance of doubt, by applying the Service, Customer fully acknowledges and agrees that as the Service becomes effective,
- 1) If Customer is located outside Mainland and HK, making any outgoing call to any country/region number or receiving any incoming call to or sending SMS from the Service's HK/Mainland number will be charged according to standard roaming rates.
 - 2) If Customer is located in HK, making any outgoing call to Mainland or any other country/region number or sending SMS to any other country/region number will be charged according to standard IDD 001 rates/international SMS rates.
 - 3) If Customer is located in Mainland, making any outgoing call to any other country/region number or sending SMS to any other country/region number will be charged according to standard roaming rates.
 - 4) Standard roaming rates (if applicable)/standard IDD 001 rates (if applicable)/rates as per Customer's monthly mobile service plan (if applicable) will apply on any voice calls that is not (1) receiving incoming calls in Mainland, (2) making outgoing calls to Mainland while being in Mainland, (3) making outgoing calls to any HK number while being in Mainland or (4) receiving incoming call to Mainland number while being in HK ("non-Service voice calls"), whether or not he or she, at the time of applying this Service, has any pre-existing package that provides any rates for such non-Service voice calls lower than the standard roaming rates ("pre-existing discounted rates") and he/she accepts that such pre-existing discounted rates will be suspended until the expiration or termination of this Service.
 - 5) For details of Coverage & Charges, please visit https://www.smartone.com/en/mobile_and_price_plans/roaming/coveragencharges/charges.jsp; https://www.smartone.com/en/mobile_and_price_plans/roaming/idd/001idd_sms.jsp; https://www.smartone.com/en/mobile_and_price_plans/roaming/idd/001idd.jsp.

2.2 The Service is charged on a monthly basis. The fee will still be charged at a full month rate even if used for less than a month, and prepayment on monthly fee still needs to be made. **All fee and charges paid are non-refundable under any circumstances.**

2.3 For avoidance of doubt, HK\$48/month shall apply to the Customer who uses Upgraded "Mainland China & HK 1 Card 2 Numbers" under their current monthly mobile service plan without a fixed-term contract.

2.4 Regardless of where the Customer is located, when making VoLTE calls to Mainland numbers, the caller ID will be displayed as the Service's Mainland number; when sending SMS messages to Mainland mobile numbers, the messages will always be sent with the identity of the Service's Mainland number. When Customer receives incoming calls made to the Service's Mainland number in HK, local voice minutes will be deducted and will be charged at rates as receiving incoming calls in Mainland.

2.5 Apart from the specified tariffs or charges, other services will be charged according to the prevailing rates or charges as per Customer's monthly mobile service plan.

3) Mainland number porting

The Mainland mobile phone number of the Service is provided by the Company and mobile number porting is not allowed. The Service does not allow any Mainland mobile number port-in to the Company from other network operator under any circumstances. The Customer is also not allowed to port-out the Company's Mainland mobile phone number to other network operator.

In any event, if the Customer stops using the Service, the Mainland mobile phone number is deemed to have surrendered and returned to the Company. At any time after the cessation of use of the Service, even if the Customer requests for re-allocation of the surrendered Mainland mobile number or re-apply for the Service, the Customer must re-satisfy the requirements set out in clause 1 above, and **the Company does not guarantee that the Customer could retrieve the same Mainland mobile phone number which s/he previously used.** Any re-allocation requests are subject to the Company's absolute discretion and availability of such number.

4) Suspension and Termination

- 4.1 Subject to clauses 4.2 and 4.3, the Company may terminate the Service by providing the Customer with not less than seven (7) calendar days' prior written notice.
- 4.2 The Company may terminate the Service with immediate effect and without notice: (a) if, in the Company's opinion, providing the Service to the Customer would cause the Company or the Company's telecommunications partner to be in breach of any applicable law, sanction or requirement of any competent authority; (b) if the Company or the Company's telecommunications partner is required to do so in compliance with any law, sanction or requirement of any competent authority or the Company's or the Company's telecommunications partner's internal policy; or (c) in the event a third party or the Company's telecommunications partner stops providing the Company with any part of the Service. Upon such termination, any obligation due by the Customer to the Company shall become immediately due and payable.

- 4.3 The Company may suspend or restrict the Service in whole or in part (without prejudice to its right under clause 4.2) for any reasons without prior notice to the Customer until the earlier of the end of the term of the Service or such other date which the Company may determine, including without limitation where: (a) the provision of the Service and/or any other services provided by the Company is the subject of any dispute or third party claim; (b) the Company's telecommunications partner requests for such suspension; (c) the third party stops providing the Company with any part of the Service; (d) the Customer could not comply with any of the requirements set out in clause 1 or any other requirements which the Company may reasonably impose; (e) if the Company discovers or reasonably suspects that (i) any information which the Customer provides is inaccurate, incomplete, false or misleading in any respect; and/or (ii) the Customer might have participated in any illegal, fraudulent, suspicious, deceptive or unfair behaviours or otherwise breaching the terms and conditions of the Company or applicable laws and regulations (the "**Unauthorised Activities**").

4.4 The Company shall not be responsible for, or liable to, the Customer for any loss or damages arising from the suspension or termination of the Service arising from this clause. The Company reserves the right to charge for reconnection.

- 5) **The Customer pay the Company liquidated damages (which is equivalent to the sum of the original monthly fee of applicable Service Plan minus monthly rebate (if applicable) multiplied by the remaining months of the term/Term of the Service)** upon the occurrence of any of the following events before the expiry of the term/Term: a) if the Customer terminates the Service; or b) If a Customer terminates the use of his or her monthly mobile service plan before its expiration date specified in sales and service contract; 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 Service to be below the amount specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement); or d) this Service and related services are terminated or suspended regardless of any reason.
- 6) The Customer is required to comply with the Terms and Conditions of the Service. **Please read terms and conditions of the Service at smartone.com before using the Service.**
- 7) The Customer is required to provide his or her information to complete the real name registration process to use the Service and consent to transfer and disclose such to related telecommunications partner(s) by the Company. Any information that is incomplete or inaccurate will render the registration process incomplete and the Service terminated.
- 8) The Company reserves the right to revise the Terms and Conditions of the Service without prior notice to the Customer. **By continuing to use the Service, the Customer agrees that the amended and restated terms and conditions will apply to him/her.** In case of any dispute, the decision of the Company shall be final.
- 9) Customer must activate IDD 001, Roaming Service & VoLTE Service. 1 Card 2 Numbers service does not support *131* PhoneHome service in Mainland.
- 10) In case of any inconsistency between the English version and the Chinese version, the English version shall prevail.
- 11) Privacy Policy
- a) The privacy of the Customer is important to the Company. The Company has developed a Privacy Policy that covers how it collects, uses, discloses, transfers and stores the Customer's information. Please visit smartone.com/privacypolicyen for full details of the Company's Privacy Policy.
 - b) The Company will do its best to keep the Customer's privacy safe, but the Customer is advised to protect his own personal information carefully.