Copies of Terms and Conditions are available upon request at SmarTone Stores or by calling SmarTone hotline or retrieved from SmarTone web site.

# SmarTone

# Terms & Conditions T&C I019 (Contract Term for HK-Macau 1 Card 2 Numbers Service & Data Plan)

1) The following terms and conditions of Supplemental Agreement are supplemental to the Sales and Services Agreement and the terms and conditions therein (the "Agreement") made between the Customer and SmarTone Mobile Communications Limited (the " Company ") and shall form an integral part of the Agreement. Defined terms used in this Supplemental Agreement shall have the same meanings as set out in the Agreement.

## 2) Term

Contract term ('Term'): 12 months from the service effective date.

### 3) 3.1 Service Plan Details:

Monthly Fee	HK/Macau Voice Minute	Free Local (HK) Data Usage	Free Macau Data Usage	Liquidated Damage
HK\$398	1050 mins	5GB		HK\$1000
HK\$548			Unlimited	

### 3.2 Thereafter charge :

- HK/Macau Voice Minute : HK\$0.6 / min
- Local (HK) Data : HK\$100/1GB
- Macau Data : HK\$0.06/KB (not applicable to HK\$548 monthly fee service plan)
- 3.3 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 1GB at \$100 ("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.
- 3.4 Standard roaming data charge applies during roaming to other countries.
- 3.5 Data usage under the above Service Plan, the handset APN setting must be "SmarTone".
- 4) Customer must apply 001 IDD.
- 5) Customers who have subscribed to the Company's unlimited Macau data plan will not be charged for Roaming Data Pack when using data in Macau.
- 6) Mobile Number Porting is not applicable to Macau mobile number.
- 7) The Customer shall pay the Company liquidated damages upon the occurrence of any of the following events before the expiry of the Term:
  - 7.1 if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
  - 7.2 if the Customer changes the service plan specified above; or
  - 7.3 if the mobile telephone service to the mobile telephone number is terminated/disconnected for whatever reason.



- 8) Privacy Policy
  - 8.1 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.
  - 8.2 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.