

Terms & Conditions T&C-R004
Value Added Service Offer for Selective Customer

SmarTone

1) Term

The contract term is specified in the Supplemental Agreement to the Sales and Services Agreement.

2) Service Plan

The Customer shall use the Service Plan specified in the Supplemental Agreement to the Sales and Services Agreement during the Term.

3) Value Added Service

- 3.1 The Customer is entitled to the Value Added Service offer according to the arrangement specified in the Supplemental Agreement to the Sales and Services Agreement.
- 3.2 The Customer shall not be entitled to Value Added Service offer 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 monthly fee equal to or below the Service Plan amount specified in the Supplemental Agreement to the Sales and Services Agreement or (ii) 2G Service Plan or (iii) PayGo Service Plan or (iv) IC2N Service plan; or
 - b) if the Customer cancels or changes the Value Added Service; or
 - c) if the Customer subscribes to other special offers, including handset or fixed term contract service plan; or
 - d) if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
 - e) if the mobile telephone service is terminated/disconnected for whatever reason.
- 3.3 If the Customer does not notify the Company of termination of the free services specified in the Supplemental Agreement to the Sales and Services Agreement prior to the expiry of the free offer period, the Company shall automatically charge the Customer for the such services at the prevailing monthly fee after the expiry of the free offer period.
- 4) The Customer shall pay the Company liquidated damages specified in the Supplemental Agreement to the 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 monthly fee equal to or below the Service Plan amount specified in the Supplemental Agreement to the Sales and Services Agreement or (ii) 2G Service Plan or (iii) PayGo Service Plan or (iv) IC2N Service plan; or
 - b) if the Customer cancels or changes the Value Added 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.