

Terms & Conditions T&C-T169
Contract Term For Multi-SIM Plans

SmarTone

1) Term:

- 1.1 The Customer shall use the Multi-SIM Plans service for the period specified in the Sales and Services Agreement ("Term"). The Term shall start from the service effective date.
- 1.2 If the Customer does not have an existing contract of a service number at the time of subscription of the Multi-SIM Plans, the Term for subscription of the Multi-SIM Plans shall be 12 months from the service effective date.
- 1.3 If the Customer has an existing contract of a service number that has not yet expired, the Term shall start from the service effective date and expire on the same date as the expiry date of the existing contract. Customer can refer to the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) for details of the relevant contract expiry date.

2) Service Plan:

- 2.1 Multi-SIM Plans are only available to Customer who has subscribed to a designated "5GB or above data usage" or "unlimited data usage up to 5GB" monthly service plan ("Specified Service Plan"),
- 2.2 The Customer shall use the Multi-SIM Plans specified in the Sales and Services Agreement during the Term.
- 2.3 After subscription of the Multi-SIM Plans, the total local data usage of the Specified Service Plan will be raised from 5GB/6GB/10GB to 6GB/7GB/11GB ("Specified Data Usage") for the Term respectively and such local data usage will be shared between the main SIM of the Specified Service Plan and the add-on data SIM of the Multi-SIM Plans. Whenever the data usage of the Customer has reached the limit of the Specified Data Usage, the Customer can purchase Top Up as described in Clause 2.4.
- 2.4 Whenever the data usage of the Customer under the relevant Specified Service Plan nearly reaches the Specified Local Data Usage ("Specified Data Usage"), the Company will notify the Customer by SMS to the service number of the Specified Service Plan. The Customer may by return SMS purchase a top-up of 500MB at \$50 or 1GB at \$100 ("Top Up") for usage of data for the remaining period of that month. Customer can refer to their Service Plan for the applicable Top Up. If the Customer does not wish to purchase the Top Up, local data service under the relevant Specified 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 Specified Service Plan.

Where the Customer has registered more than one Specified Service Plan in an Account, the Company will notify Customer's primary service number (i.e. the first registered service number) by SMS whenever a Top Up is confirmed.

- 2.5 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.
- 2.6 Add-on data SIM under Multi-SIM Service Plans provides data service only, excluding any voice service.
- 2.7 If the Specified Service Plan of the main SIM is terminated for whatever reason, the add-on data SIM under the Multi-SIM Plans will be terminated automatically at the same time.
- 2.8 The Company does not guarantee the data services under the relevant service plan will be compatible with the Customer's Internet devices.
- 2.9 Service Plan is applicable to phone usage (except for 2G phones or any phones which has manually opted for 2G network), but not applicable to designated connected devices.
- 2.10 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.

3) Liquidated Damages

- 3.1 The Customer shall pay the Company liquidated damages (which is equivalent to \$80 multiply 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 plan that is not a Specified Service Plan; or
 - b) if the Customer terminates the Multi-SIM Plans; 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.

4) Data Services for add-on data under Multi-SIM Plans (“the Data Services”):

- 4.1 4G is only available with compatible phones, Internet devices and SIM cards.
- 4.2 Add-on data SIM under Multi-SIM Plan does not include data usage. Usage of the Data Services will be shared between the main SIM of the Specified Service Plan and the add-on data SIM of the Multi-SIM Plans.
- 4.3 (Applicable to add-on data SIM of Multi-SIM Plans) The data usage applies to local use only. Standard roaming data charge applies during roaming. Roaming data services is default deactivated. Customers need to register specified roaming data service plan to use roaming data service.
- 4.4 (Applicable to add-on data SIM of Multi-SIM Plans) Users of Blackberry 7 OS or earlier version need to subscribe to the specified Blackberry service plan for the data usage.
- 4.5 (Applicable to add-on data SIM of Multi-SIM Plans (For USB modem)) The data usage applies to local use only. One rate for roaming worldwide: \$0.12/KB. Customers should top up their accounts for roaming usage. Details of the charges are available in the Company’s website.
- 4.6 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.