

Terms & Conditions T&C-T346
Contract Term for “SmarT Data Bank” Service

1) Term (Where applicable):

- 1.1 The Customer shall use the “SmarT Data Bank” Plan 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 has an existing contract of a service number under a designated 5G monthly service plan (“Specified 5G Service Plan”) 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 of a service number under specified 5G Service Plan. 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.
- 1.3 Before contract expires, the Company’s retention team will contact the Customer for the latest re-contract offer. Should the Customer decline the 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.

2) Service Plan:

- 2.1 The “SmarT Data Bank” Plan is only available to Customer who has subscribed to a specified 5G Service Plan.
- 2.2 The Customer shall use the following applicable Service Plan and services:
 - 2.2.1 the “SmarT Data Bank” Plan specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement); and
 - 2.2.2 any of the services (“Selected Services”) specified in the Company’s web site “Terms and Conditions” relating to this offer and the aggregate monthly fee (after deduction of any rebate) of such Selected Services is equal to or above the amount specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement).
- 2.3 Subscription of this Service Plan is provided and is charged on a monthly basis. (Where applicable) The monthly charges are payable in advance and non-refundable under whatever circumstances.
- 2.4 After subscription of the “SmarT Data Bank” Plan, any unused data before the end of bill month can be carried forward and accumulated according to a) Eligible type of data to be carried forward; and b) maximum balance of data can be carried forward specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement).
- 2.5 Any unused and related eligible data to be carried forward before the end of bill month cannot be carried forward and will be forfeited if balance of data to be carried forward reach the limit.
- 2.6 (Where applicable) Upon the subscription of the Specified 5G Service Plan with the “SmarT Data Bank” Service Plan, balance of data to be carried forward is shared by Main SIM card and all 5G Add-on SIM cards under the Plan.
- 2.7 This Service Plan is not applicable to 2G phones / connected devices or any phones / connected devices which have manually opted for 2G network, and not applicable to other connected devices (including but not limited to USB modem / pocket Wi-Fi / TV box).
- 2.8 The Company reserves the right to vary the service charge of the Service Plan at any time by giving not less than 30 days prior notice.
- 2.9 The Customer shall not be entitled to any balance of accumulated data and/or any balance of data to be carried forward and accumulated to the new Service Plan thereof upon the occurrence of any of the following events before the expiry of the Term:
 - a) if the Customer cancels “SmarT Data Bank” Plan or changes to a service plan that is not a specified Service Plan; or
 - b) if the Customer changes the mobile telephone number / the service number / the registered name for the mobile telephone number / the service number; or
 - c) if the service is terminated/disconnected for whatever reason

3 Rebate (Where applicable):

- 3.1 Credit Amount to be rebated to the Customer will be credited to the Customer during the Term according to the credit arrangement specified in the Sales and Services Agreement (or Supplemental Agreement to the Sales and Services Agreement).
- 3.2 The Credit Amount will be credited to the monthly bill of the Customer's Account. 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 instalment 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 Account. However, the Customer cannot set-off any other sum payable to the Company against any part of the Credit Amount payable by the Company to the 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 shall not be entitled to the Credit Amount or any balance thereof upon the occurrence of any of the following events before the expiry of the Term:
 - a) if the Customer cancels "SmarT Data Bank" Plan or changes to a service plan that is not a specified Service Plan; or
 - b) if the Customer cancels or changes any of the Selected Services resulting in the aggregate monthly fee (after deduction of any rebate) of the Selected Services to be below the amount specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement); or
 - c) if the Customer enjoys special offer including but not limited to phone offers or other contract term offers; or
 - d) if the Customer changes the mobile telephone number / the service number / the registered name for the mobile telephone number / the service number; or
 - e) if the service is terminated/disconnected for whatever reason

4 Data Services for Service Plan ("the Data Services"):

- 4.1 5G is only available with compatible phones.
- 4.2 The data usage applies to local use only. Standard roaming data charge applies during roaming.
- 4.3 Users of Blackberry 7 OS and earlier version need to subscribe to the specified Blackberry service plan for the data usage.
- 4.4 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.

5 Liquidated Damages (Where applicable):

- 5.1 The Customer shall pay the Company liquidated damages (which is equivalent to the sum of the monthly fee of "SmarT Data Bank" Plan specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) 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 cancels "SmarT Data Bank" Plan or changes to a service plan that is not a specified Service Plan; or
- b) if the Customer cancels or changes any of the Selected Services resulting in the aggregate monthly fee (after deduction of any rebate) of the Selected Services to be below the amount specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement); or
- c) if the Customer enjoys special offer including but not limited to phone offers or other contract term offers; or
- d) if the Customer changes the mobile telephone number / the service number / the registered name for the mobile telephone number / the service number; or
- e) if the service is terminated/disconnected for whatever reason; or
- f) 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.