

Terms & Conditions T&C-T123
Contract Term For SIM Only SuperCare FUP Unlimited Data
Smartphone Plans

SmarTone

1) Term:

1.1 The Customer shall use the SIM Only SuperCare FUP Unlimited Data Smartphone Plans service for the period specified in the Sales and Services Agreement ("Term"). The Term shall start from the service effective date.

2) Service Plan:

2.1 The Customer shall use the following applicable Service Plan and services during the Term:

- a) the Service Plan specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement); and
- b) 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) (if applicable).

2.2 Applicable to the Service Plan with FUP Unlimited data usage

2.2.1 The Service Plan cannot be used in conjunction with Multi-SIM Monthly Plan and Tag-On SIM Plan.

2.2.2 The unlimited local data usage for the Term is subject to Fair Usage Policy, described in Clause 5.

2.3 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.

2.4 Unless otherwise specified by the Customer, the SIM Only SuperCare FUP Unlimited Data Smartphone Plans service will continue to be provided to the Customer after the expiry of the Term and such service will be charged at the same Monthly Service Plan that is chargeable to the Customer on the expiry date of the Term.

2.5 Service Plan is only applicable to phone usage (except for 2G phones or any phones which has manually opted for 2G network), but not applicable to any Internet devices.

3) Offer Terms and Conditions (if 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 installment 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.

3.3 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.

3.4 The Credit Amount cannot be exchanged for cash.

3.5 The Company shall not be under any obligation to pay any interest to the Customer on the Credit Amount.

3.6 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 changes to a (i) service plan with monthly fee equal to or below the Service Plan amount specified in the Sales & Services Agreement (or Supplemental Agreement to Sales and Services Agreement) or (ii) non-specified service plan in the Sales & Services Agreement (or Supplemental Agreement to Sales and Services Agreement); 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 phone offer; 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.

- 3.7 The Customer shall pay the Company liquidated damages (HK\$500) 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 Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) or (ii) 2G Service Plan or (iii) IC2N 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 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 Service Plan (“the Data Services”):

- 4.1 4G is only available with compatible phones and SIM cards.
- 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) Fair Usage Policy:

- 5.1 The following terms and conditions apply to telecommunication services (“Services”) provided by SmarTone Mobile Communications Limited (“the Company”).
 - a) The Company will ensure the system resources of the Company's telecommunications network (“Network”) is equitably allocated amongst users (“Users”) of the Services.
 - b) Under FUP (Fair Usage Policy), when monthly data usage reaches the plan's stated usage level, data service continues without speed throttling or data capping, but access to network resources will be given lower priority and data service experience may be affected.