



**Terms & Conditions T&C-V143**

**Terms & Conditions for “SmarT Cyber Protection Comprehensive Family Combo” Service**

**1) Your Acceptance**

1.1 This is an agreement between SmarTone Mobile Communications Limited ("SmarTone" or "the Company") and you ("you" or the "Customer"), a user of SmarT Cyber Protection Comprehensive Family Combo ("the Service"). BY USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE TO THESE TERMS AND CONDITIONS. If you do not agree to any of these terms and conditions, you may not use the Service.

**2) Service**

2.1 The Service is only available to customers who have subscribed the Company's broadband services.

2.2 The Customer shall use the Service for the period specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) ("Term"). The Term shall start from the service effective date.

2.3

Service Plan	Term
SmarT Cyber Protection Comprehensive Family Combo <ul style="list-style-type: none"><li>5 devices for Norton Security, Norton Secure VPN &amp; Norton Family</li></ul>	12 or 24 months

2.4 The Service Plan is charged on a monthly basis. Even if the Customer is to actually use the Service for less than a month, the applicable monthly service fee shall still be payable by the Customer in full. The monthly charges are non-refundable under whatever circumstances.

2.5 Unless otherwise specified by the Customer before the Term expired, the Term will be automatically extended at the prevailing service plan for successive periods of Term. The same terms and conditions of this service shall apply unless otherwise stated. The said automatic extension is subject to the final and absolute discretion of the Company at any times.

2.6 Usage rules established by the Company relating to the Service may be controlled and modified by the Company for compliance purpose and the Company reserves the right to enforce such usage rules without notice to you.

**3) Rebate (if applicable)**

3.1 If the Customer subscribes to the specified Service Plan, the Customer shall be entitled to the rebate.

3.2 The Credit Amount will be credited to the monthly bill of the Customer's Account according to Credit Arrangement. 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.
- 3.4 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 Customer's Account. However, the Customer cannot set-off any other sum payable to the Company against any part of the Credit against any part of the Credit Amount payable by the Company to the Customer's 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 will not be entitled to the Credit Amount or any balance thereof and shall pay the Company liquidated damages upon the occurrence of any of the following events before the expiry of the Term:
- a) if the Customer changes to a service not specified above; or
  - b) if the Customer terminates the "SmarT Cyber Protection Comprehensive Family Combo"; or
  - c) if the Customer changes the Service installation address/ the registered name for the Service; or
  - d) if the Service and/or related services are terminated/disconnected for whatever reason.

#### **4) Norton Family, Norton Security and Norton Security & Norton Secure VPN**

- 4.1 Subject to relevant terms and conditions. For details, please refer to [T&C-V142](#)

#### **5) Liquidated Damages**

- 5.1 The Customer shall pay the Company liquidated damages ((which is equivalent to the sum of the monthly fee of applicable Service Plan multiplied 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 or changes Symantec Corporation service; or
  - b) if the Customer changes the registered name for the Service; or
  - c) if the Customer changes the monthly fee as specified in the Sales and Services Agreement; or
  - d) if the Service and/or related services are terminated/disconnected for whatever reason (other than termination of Service as specified in Clause 5.2 below).
- 5.2 If the Customer terminates the Service as a result of moving to an area without the Company's service coverage, the Customer will be released of all its obligations under this fixed term contract and will not be required to pay any liquidated damages specified in Clause 5.1 but the Customer shall settle all outstanding monies in the Service account and payable shall be the sum of the following amounts : (i) any installation charge previously waived or any difference between the standard installation fee and installation fee paid; and (ii) (if applicable) list price (as determined by the Company) of premium enjoyed by the Customer multiply by remaining months of the Term; and ( iii ) (if applicable) The specified liquidated damages of optional equipment . Upon such termination, all offers, rights and benefits incidental to the Service Plan subscribed by the Customer shall cease immediately.