

Terms & Conditions T&C-D196
Contract Term For SuperCare Family Plans with Handset
Subscription (for iPhone)

SmarTone

1) Term:

1.1 Definition

- a) Previous Contract Term = on the date of this Sales and Services Agreement, the Customer already signed a fixed term contract.
- b) Smartphone Contract Term = fixed contract term of SuperCare Family Plan with Handset Subscription.
- c) Term = Outstanding months under unexpired Previous Contract Term + Smartphone Contract Term (if applicable).

1.2 The Customer shall use the SuperCare Family Plans with Handset Subscription (for Credit Card Autopay) service for the period specified in the Sales and Services Agreement ("Term"). The Term shall start from the service effective 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 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 Customer shall use the following applicable Service Plan and services during the Term:

- a) the Service Plan ("Specified 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 (if applicable).

2.2 The Customer shall use Credit Card auto pay to settle the monthly fee during the Term. If the Customer does not settle his monthly payment by credit card autopay or uses a 3rd party credit card for payment, a prepayment is required (if applicable).

2.3 All local data and voice usage will be shared between all SIM Cards under the Specified Service Plan. The accumulated usage of all SIM Cards will be counted towards the usage of the Specified Service Plan.

2.4 Applicable to the Service Plan with specified data usage:

The Customer with the registered mobile number of the Specified Service Plan ("User of Registered Number") can authorise all other mobile numbers under the same plan to purchase an additional local data usage ("Top Up").

Whenever the accumulated local usage of all SIM cards under the Specified Service Plan nearly reaches the specified local data usage ("Specified Data Usage") the Company will send an SMS notification to the User of Registered Number, and other plan users who are authorized to purchase a Top Up. Users may by return SMS purchase a Top Up at the charge as specified in the SMS received. The Company will treat the first SMS reply received as purchase confirmation and the Top Up local data purchased will be shared between all SIM cards under the Specified Service Plan. If no Top Up is purchased, local data service under the Specified Service Plan will be automatically suspended when the accumulated data usage of all SIMs has reached the Specified Data Usage. Users may purchase a Top Up at that time or wait until the beginning of the next bill month for the new Specified Data Usage allowance under the relevant Service Plan.

Any unused Top Up local mobile data can be carried forward for free and can be used before the end of the next bill month. This is only applicable to designated service plans (1GB or above) with an "Advise & Consent" mechanism for the purchase of Top Up data.

2.5 Applicable to Customer who stacks a new Smartphone Contract for iPhone ("New Smartphone Contract"):

2.5.1 During the Term (i.e. outstanding months under unexpired Previous Contract Term + Smartphone Contract Term), the monthly fee and entitlement of New Smartphone Contract takes effect immediately and will apply until the expiration of the New Smartphone Contract Term.

2.6 The Account Holder is responsible for the Specified Service Plan and has complete financial responsibility for the monthly bill of the Specified Service Plan.

2.7 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.

2.8 This Service Plan is not applicable to 2G phones / connected devices or any phones / connected devices which has manually opted for 2G network.

2.9 This Service Plan cannot be used in conjunction with FUP Unlimited Data, Multi-SIM Monthly Plan and Tag-On SIM Plan.

2.10 If the registered mobile number under the Specified Service Plan is terminated/disconnected or changes to other service plan for whatever reason, all other SIMs under the Specified Service Plan will be terminated at the same time.

2.11 Non-Credit Card Autopay Prepayment (if applicable)

- 2.11.1 For Customer who does not settle his monthly payment by credit card autopay, a prepayment of \$3,000 is required. Refund of the prepayment will be credited to the Customer during the Term.
- 2.11.2 If the Customer changes back to credit card autopay before the expiry of the Term, the Company shall not refund all the remaining prepayment at once. Instead refund of the remaining prepayment will be credited to the Customer during the remaining period of the Term.
- 2.11.3 The Company shall charge \$3,000 Non-Credit Card Autopay Prepayment or pro-rata thereof according to the remaining period of the Term upon the occurrence of any of the following events before the expiry of the Term (For designated iPhone model):
 - a) if the Customer cancels credit card autopay; or
 - b) if the autopay can not be processed via the credit card provided by the Customer and the Customer is not able to provide other credit card for autopay.

2.12 3rd party Credit Card Autopay Prepayment (if applicable)

- 2.12.1 For Customer who uses a 3rd party credit card to settle his monthly payment by credit card autopay, a prepayment of \$1,000 is required. Refund of the prepayment will be credited to the Customer during the Term.
- 2.12.2 If the Customer changes back to his or her own credit card autopay before the expiry of the Term, the Company shall not refund all the remaining prepayment at once. Instead refund of the remaining prepayment will be credited to the Customer during the remaining period of the Term.
- 2.12.3 The Company shall charge \$3,000 Non-Credit Card Autopay Prepayment or pro-rata thereof according to the remaining period of the Term upon the occurrence of any of the following events before the expiry of the Term (For designated iPhone model):
 - a) if the Customer cancels credit card autopay; or
 - b) if the autopay cannot be processed via the credit card provided by the Customer and the Customer is not able to provide other credit card for autopay.

3) Contract Bonus (if applicable):

- 3.1 Credit Amount to be rebated to the Customer varies according to the handset model and service plan selected by the Customer and will be credited to the Customer during the Term according to the credit arrangement specified in 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 and the free services specified above 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 (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
 - c) if the Customer cancels the auto pay payment method; or
 - d) if the Customer subscribes to other special offers, including handset or fixed term contract service plan; or
 - e) if the Customer changes the mobile telephone number/the registered name for the mobile telephone number; or
 - f) if the mobile telephone service is terminated/disconnected for whatever reason.

- 3.8 (If applicable) The Customer shall not be entitled to the extra local data and airtime specified in the Sales & Services Agreement upon the occurrence of any of the following events before the expiry of the Term:
- a) if the Customer changes to a non-specified service plan in the Sales & 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
 - c) if the Customer cancels the auto pay payment method; or
 - d) if the Customer subscribes to other special offers, including handset or fixed term contract service plan; or
 - e) if the Customer changes the mobile telephone number/the registered name for the mobile telephone number; or
 - f) if the mobile telephone service is terminated/disconnected for whatever reason.

4) SIM Lock:

- 4.1 Without prejudice to the other terms and conditions for the warranty of the mobile telephone, the warranty will be void if the SIM lock is altered or tampered with by any person other than by the Company. The Company may at the Customer's request carry out maintenance services to the mobile telephone which is not covered by the warranty but subject to the Customer paying HK\$400 (which is subject to change from time to time) for such services.
- 4.2 If the Customer requests the SIM lock which is pre-set by the Company to be unlocked before the expiry of the Term (as specified in the Sales and Services Agreement), the Customer shall pay the Company an administration fee. This amount shall be refunded to the Customer provided the Customer uses the Company's mobile telephone services until the expiry of the Term. However, the Company will not unlock the SIM lock for the Customer if prior to the Customer's request to the Company, the SIM lock has already been altered or tampered by other unauthorised person(s).

5) Liquidated Damages:

5.1 Liquidated Damages under Smartphone Contract Term

- 5.1.1 The Customer shall pay the Company liquidated damages (which is equivalent to the sum of the monthly fee of applicable Specified Service Plan multiplied by the remaining months of the Smartphone Contract Term) upon the occurrence of any of the following events before the expiry of the Smartphone Contract 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 (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
 - c) (if applicable) if the Customer cancels the auto pay payment method; 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 ; 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.

5.2 Liquidated Damages under Term (i.e. Outstanding months under unexpired Previous Contract Term + Smartphone Contract Term)

- 5.2.1 (Where applicable) The Customer shall pay the Company liquidated damages (which is equivalent to the sum of monthly fee of applicable Specified Service Plan under the Previous Contract Term multiplied by the remaining months of the unexpired Previous Contract Term + sum of monthly fee of applicable Specified Service Plan under Smartphone Contract Term multiplied by Smartphone Contract Term) upon occurrence of any of the following events on or before the expiry date of the unexpired Previous Contract 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 (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
 - c) (if applicable) if the Customer cancels the auto pay payment method; 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 ; 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.
- 5.2.2 (Where applicable) The Customer shall pay the Company liquidated damages (which is equivalent to the sum of the monthly fee of applicable Specified Service Plan under Smartphone Contract Term multiplied by the remaining months of the Term) upon the occurrence of any of the following events after the expiry of the unexpired Previous Contract Term but 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 (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
 - c) (if applicable) if the Customer cancels the auto pay payment method; 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 ; 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.

6) (If applicable) 7-day replacement guarantee is not applicable to iPhone. The Customer should bring the faulty handset to SmarTone Customer Centre within the warranty period.

7) Data Services for Service Plan (“the Data Services”) :

- 7.1 The 4G Data Service is only available with compatible phones and SIM cards.
- 7.2 The data usage applies to local use only. Standard roaming data charge applies during roaming.
- 7.3 Users of Blackberry 7 OS and earlier version need to subscribe to the specified Blackberry service plan for the data usage.
- 7.4 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 settings 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.