

Terms & Conditions T&C-D222
Contract Term For \$158 GoodCare Smartphone Plan

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 HK\$158 GoodCare Smartphone Plan with Handset Subscription.
- c) Term = Outstanding months under unexpired Previous Contract Term + Smartphone Contract Term (if applicable).

1.2 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 in the Sales and Services Agreement or a service plan with monthly fee above the Service Plan amount specified in the Sales and Agreement (not applicable to SIM Only service plan & SuperCare Unbundled Smartphone Plan); and 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 Applicable to Customer who stacks a new SuperCare Smartphone Plans with Handset Subscription ("Smartphone Contract"):

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

2.3 This 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 This Service Plan is not applicable to 2G phones / connected devices or any phones / connected devices which have manually opted for 2G network. However, if customers opt for FUP unlimited data, in addition to the above conditions, the plan will also not applicable to other connected devices (including but not limited to USB modem / pocket wi-fi / TV box).

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 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 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 changes the mobile telephone number / the registered name for the mobile telephone number; or
- d) if the Customer requests the Credit Amount to be rebated to his Bank Account but fails to provide information of the Bank Account; or



- e) 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 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.

4) Liquidated Damages:

4.1 Liquidated Damages under Smartphone Contract Term

- 4.1.1 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 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 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.

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

- 4.2.1 (Where applicable) The Customer shall pay the Company liquidated damages (which is equivalent to the sum of monthly fee of applicable Service Plan under the Previous Contract Term multiplied by the remaining months of the unexpired Previous Contract Term + sum of monthly fee of applicable Service Plan under Smartphone Contract Term multiplied by remaining months of the 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 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.
- 4.2.2 (Where applicable) The Customer shall pay the Company liquidated damages (which is equivalent to the sum of the monthly fee of applicable 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 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.

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

- 5.1 Unlimited local data usage of this plan is at up to 768kbps.
- 5.2 The data usage applies to local use only. Standard roaming data charge applies during roaming.
- 5.3 The data usage 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 / BlackBerry smartphones with BlackBerry 7 OS and earlier versions) and handset APN setting must be “SmarTone”. Data is not available for sharing internet function via mobile phone (including tethering) and peer-to-peer applications (including BitTorrent) and any web browsing in desktop mode via any mobile browser.



5.4 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.