

Terms & Conditions T&C - I017 (Terms and Conditions for Upgraded “Mainland China & HK 1 Card 2 Numbers”)

The following terms and conditions are supplemental to the Sales and Services Agreement and the Company’s terms and conditions for Mobile Telephone Service (please refer to T&C 01 published at www.smartone.com).

1) Applicable plans for subscription
Upgraded “Mainland China & HK 1 Card 2 Numbers” (“the Service”) is only available to Customers of SmarTone Mobile Communications Ltd (“the Company”) with subscription to the Company’s monthly mobile service plan.

2) Service plan

2.1 Customer shall use the Service starting from the service effective date. The details and fees are listed hereinbelow:

Monthly Service Plan	Call Charges# (Applicable in Mainland)	SMS (Free for the first 10 of designated usage per month)		
	Receive incoming calls/ Outgoing calls to Mainland number/ Outgoing calls to HK number (Free for first 15 mins Mainland voice call per billing month)	Sending SMS to HK/ Mainland number (In Mainland)	Sending SMS to Mainland number (In Hong Kong)	Receiving
HK\$48/month	HK\$1.3/min	Deduct from free usage first	Deduct from free usage first	Free
HK\$28/month*		Thereafter charges: HK\$0.98^	Thereafter charges: HK\$2^	

^ This type of SMS usage is free for the first 10 SMS per billing month. For sending SMS to SmarTone customers, intra-SMS will be deducted from basic monthly plan or subject to additional intra-SMS charges. For sending SMS to non-SmarTone customers, it will be subject to inter-operator or international surcharges respectively.

* \$28/month is calculated based on the original monthly fee of HK\$48, after a rebate of HK\$20 per month has been given to the Customer within term/Term and this rate is applicable only to Customers using their monthly mobile service plan on a fixed-term contract. The Customer shall use the Upgraded “Mainland China & HK 1 Card 2 Numbers” (“Upgraded “Mainland China & HK 1 Card 2 Numbers””) for the period specified in the Sales and Services Agreement for its monthly mobile service plan (“Term”). The term/Term shall start from the Upgraded “Mainland China & HK 1 Card 2 Numbers”’s effective date. After the term/Term ends, the Company will continue to provide this Service. Customers need to pay the original monthly fee of \$48 after the term/Term.

By applying this Service, Customer fully acknowledges and agrees that standard roaming rates will apply on any voice calls that is not receiving incoming calls in Mainland, making outgoing calls to Mainland while being in Mainland or making outgoing calls to any HK number while being in Mainland (“non-Mainland voice calls”), whether or not he or she, at the time of applying this Service, has any pre-existing package that provides any rates for such non-Mainland voice calls lower than the standard roaming rates (“pre-existing discounted rates”) and he/she accepts that such pre-existing discounted rates will be suspended until the expiration or termination of this Service. For details of Coverage & Charges, please visit

https://www.smartone.com/en/mobile_and_price_plans/roaming/coveragencharges/charges.jsp.

2.2 The Service is charged on a monthly basis. The fee will still be charged at a full month rate even if used for less than a month, and prepayment on monthly fee still needs to be made. All fee and charges paid are non-refundable under any circumstances.

2.3 For avoidance of doubt, HK\$48/month shall apply to the Customer who uses Upgraded “Mainland China & HK 1 Card 2 Numbers” under their current monthly mobile service plan without a fixed-term contract.

3) Mainland number porting

The Mainland mobile phone number of the Service is provided by the Company and mobile number porting is not allowed. The Service does not allow any Mainland mobile number port-in to the Company from other network operator under any circumstances. The Customer are also not allowed to port-out the Company’s Mainland mobile phone number to other network operator.



- 4) In any event, if the Customer stops using the Service, the Mainland mobile phone number is deemed surrendered and returned to the Company. At any time after the cessation of use of the Service, even if the Customer requests for re-allocation of the surrendered Mainland mobile number, the Company does not guarantee that the Customer will be able to retrieve the same Mainland mobile phone number previously used. Any re-allocation requests are subject to the Company's absolute discretion. The Customer shall pay the Company liquidated damages (which is equivalent to the sum of the original monthly fee of applicable Service Plan minus monthly rebate (if applicable) multiplied by the remaining months of the term/Term of the Service) upon the occurrence of any of the following events before the expiry of the term/Term: a) if the Customer terminates the Service; or b) If a Customer terminates the use of his or her monthly mobile service plan before its expiration date specified in sales and service contract; or c) if the Customer cancels or changes any of the selected services resulting in the aggregate monthly fee (after deduction of any rebate) of the Service to be below the amount specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement); or d) this Service and related services are terminated or suspended regardless of any reason.
- 5) The Customer is required to comply with the Terms and Conditions of the Service. Please read terms and conditions of the Service at smartone.com before using the service.
- 6) The Customer is required to provide his or her information to complete the real name registration process to use the Service and consent to transfer and disclose such to related telecommunications partner(s) by the Company. Any information that is incomplete or inaccurate will render the registration process incomplete and the Service terminated.
- 7) The Company reserves the right to revise the Terms and Conditions of the Service without prior notice to the Customer. In case of any dispute, the decision of the Company shall be final.
- 8) Customer must activate IDD 001, Roaming Service & VoLTE Service. 1 Card 2 Numbers service does not support *131* PhoneHome service in Mainland.
- 9) Privacy Policy
 - a) The privacy of the Customer is important to the Company. The Company has developed a Privacy Policy that covers how it collects, uses, discloses, transfers and stores the Customer's information. Please visit smartone.com/privacypolicyen for full details of the Company's Privacy Policy.
 - b) The Company will do its best to keep the Customer's privacy safe, but the Customer is advised to protect his own personal information carefully.