

Terms & Conditions T&C- ICT021
Contract Term For SmartConnect Service – 5G Wireless
Broadband plan



Terms and Conditions

1. Contract Term

- 1.1 The Customer shall use the 5G Wireless Broadband plan for the period specified in the Sales and Services Agreement ("Term"). The Term shall start from the service effective date.
- 1.2 Upon expiry of the Term, the Customer will be charged at prevailing plan price on monthly basis. The same terms and conditions of the original contract shall apply unless otherwise stated.
- 1.3 If the Customer has agreed and accepted "automatic contract renewal", the service plan and/or designated Value-Added Services will be automatically renewed at the prevailing price for the same contract period upon the expiry of the fixed contract term thereof (except for 3 and 6 month fixed-term contract, which will be automatically renewed with fixed-term contract on a 12 month basis at prevailing price recurringly), unless (i) the Customer notifies SmarTone the otherwise before the expiration of an existing or any of the renewed term of the contract via customer service hotline or retail shops of SmarTone; or (ii) SmarTone ceases to offer the same service plan and/or designated Value-Added Services. The same terms and conditions of the original contract shall apply unless otherwise stated. The above automatic contract renewal arrangement shall be subject to the final and absolute discretion of SmarTone.

2. Service Plans

- 2.1. The offer is valid for selected customer.
- 2.2. The Customer shall use the following applicable Service Plan and services during the Term: above upon the occurrence of any of the following events before the expiry of the Term:
 - a) the 5G Wireless Broadband Plan specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement); and specified in the Sales and Services Agreement; or
 - 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).
- 2.3. 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. Under FUP (Fair Usage Policy), when monthly data usage reaches the plan's data allowance, data service continues, but access to network resources will be given lower priority and data service experience may be affected.
- 2.5. (If applicable) Under the 4.5G plan, unlimited local data usage is at up to 42Mbps.
- 2.6. (If applicable) Under the 5G plan, 5G is only available with compatible connected devices.
- 2.7. This Service Plan is not applicable to connected devices or any connected devices which have manually opted for 2G network.
- 2.8. The data usage applies to local (Hong Kong) use only. Standard roaming data charge applies during roaming.
- 2.9. The use of designated device(s) are required for using 5G network service. Actual 5G network service will be subject to and affected by the service locations, network circumstance, network coverage, hardware, software and other factors.
- 2.10. The actual speed experience that the customer can enjoy may be affected by customer hardware / software, device specification, site traffic loading, type of content being accessed and other environmental factors.
- 2.11. In areas outside of our 5G coverage, you will be provided with a 3G and/or 4G Wireless Broadband Service.
- 2.12. Our Company reserves the right of final decision relating to the offer and any dispute thereof and may change the Terms and Conditions without prior notice.

3. Rebate

- 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 cancels or 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) 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
 - c) if the Customer changes the registered name for the Services; or
 - d) if the 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 SmartConnect services cannot be activated within 90 days from the date of the Sales and Services Agreement.

4. Liquidated Damages

- 4.1. The Customer shall pay the Company liquidated damages (total monthly fee as specified in the Sales and Services Agreement x remaining months in the Term) 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) 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
 - c) if the Customer changes the registered name for the Services;
 - d) if the 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 SmartConnect services cannot be activated within 90 days from the date of the Sales and Services Agreement.