

Terms & Conditions T&C-T316

Contract Term For Anytime Music Service



1) Term:

- 1.1 The Customer shall use the Anytime Music 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 effective date of the service plan.
- 1.2 If the Customer has an existing contract of a service number that has not yet expired, the Anytime Music Service Plan Term shall start from the service effective date and expire on the same date as the expiry date of the existing contract. Customer can refer to the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) for details of the relevant contract expiry 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 the 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 Anytime Music Service Plan is only available to Customer who has subscribed to a designated Service Plan ("Specified Service Plan").
- 2.2 During the Term, the Unlimited data usage under the Anytime Music Service Plan is only applicable to the local data usage incurred by listening to music within the designated music streaming apps on smartphone. Data usage incurred by apps download, software update, account registration and login, advertisement, upload, download and live video, non-music contents (including but not limited to the text, images, header files, app analytics, using in- app location based features, and any video/music streamed over VPN) within the designated apps are excluded. When the monthly local data allowance of the designated service plan has been fully consumed and the data service is suspended, this Anytime Music Service Plan will also be suspended until next bill month and will only be resumed once the Customer purchases data top-up options.
- 2.3 The available designated music streaming apps will be updated and amended from time to time. Please ask our store assistants or visit the Company website for details.
- 2.4 The designated music streaming apps are provided by a third supplier. The content and the settings of those apps may change from time to time without any notice. The Company makes no representation or guarantee as to the quality and availability of the services or information provided by the third suppliers.
- 2.5 The Anytime Music Service Plan does not include the subscription fee and other items / service purchased by the designated music streaming apps.
- 2.6 (If applicable) Upon the subscription of the designated Family Service Plan with the Anytime Music Service Plan, all mobile numbers under the Plan can enjoy Anytime Music Service.
- 2.7 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.

3) Rebate:

- 3.1 Credit Amount to be rebated to the Customer will be credited to the Customer during the Term according to the credit arrangement specified in the Sales and Services Agreement (or Supplemental Agreement to 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 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 Supplemental Agreement to Sales and Services Agreement) (if applicable); or
 - c) if the Customer enjoys special phone offer; 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.

4) Liquidated Damages:

- 4.1 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 changes to a service plan with monthly fee equal to or below the Service Plan amount specified in the Sales and 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 Supplemental Agreement to Sales and Services Agreement) (if applicable); 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 The 4G Data Service is only available with compatible phones and SIM cards.
- 5.2 The data usage applies to local use only. Standard roaming data charge applies during roaming.
- 5.3 The Data Services of the Anytime Music Service Plan is restricted to personal use only and not applicable for sharing internet function via mobile phone (including but not limited to WiFi Hotspot / tethering). If usage is incurred from sharing internet function via mobile phone; or if there is any abusive or abnormal usage; the Company has the right to forthwith suspend / terminate the Anytime Music Service Plan without notice and charge the Customer use of the Data Services. All commercial or illegal promotion activities via the use of the Anytime Music Service Plan shall be prohibited.
- 5.4 Users of Blackberry 7 OS and earlier version need to subscribe to the specified Blackberry service plan for the data usage.
- 5.5 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.

6) Fair Usage Policy:

- 6.1 The following terms and conditions apply to telecommunication services ("Services") provided by SmarTone Mobile Communications Limited ("the Company").
- a) The Company will ensure the system resources of the Company's telecommunications network ("Network") is equitably allocated amongst users ("Users") of the Services.
 - b) For any Customer who subscribes the Anytime Music Service Plan and the FUP Unlimited Data Plan, under FUP (Fair Usage Policy), when monthly data usage reaches the Specified Service Plan's data allowance, data service of the Anytime Music Service Plan and the Specified Service Plan continues without speed throttling or data capping, but access to network resources will be given lower priority and data service experience may be affected.