

**Terms & Conditions T&C-T332**  
**Contract Term For Full Speed Viva 60+ Plan**



**1) Contract Term:**

- 1.1 The Customer shall use the Full Speed Viva 60+ Plan service for the period specified in the Sales and Services Agreement or Supplemental Agreement to the Sales and Services Agreement ("Term"). The Term shall start from the service effective date.
- 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 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 (or Supplemental Agreement to Sales and Services Agreement) (if applicable).
- 2.2 Applicant must be aged 60 or above.
- 2.3 Each HKID no. or Passport no. can only subscribe to the Service Plan once.
- 2.4 After subscription of the FUP Unlimited Data, the total local data usage of the Specified Service Plan will be raised to unlimited data usage (subject to Fair Usage Policy, described in Clause 7) for the Term.
- 2.5 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.
- 2.6 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 Customer opts 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) Credit Amount:**

- 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 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 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 & Services Agreement (or Supplemental Agreement to 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 Supplemental Agreement to Sales and Services Agreement); 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) Extra Local Data Offer (If applicable):**

- 4.1 The Customer shall not be entitled to the extra local data specified in the Sales and 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 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 mobile telephone number/the registered name for the mobile telephone number; or
  - d) if the mobile telephone service is terminated/disconnected for whatever reason.

#### **5) Liquidated Damages:**

- 5.1 The Customer shall pay the Company liquidated damages ((which is equivalent to the sum of the monthly fee of specified 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 (i) 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 (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 Supplemental Agreement to 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.

#### **6) Data Services for Service Plan ("the Data Services"):**

- 6.1 The 4G Data Service is only available with compatible phones and SIM cards.
- 6.2 When monthly local data usage reaches the Specified Data Usage under the Specified Service Plan, local data service continues but data speed will be at up to 128kbps.



- 6.3 The data usage applies to local use only. Standard roaming data charge applies during roaming.
- 6.4 Users of Blackberry 7 OS and earlier version need to subscribe to the specified Blackberry service plan for the data usage.
- 6.5 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 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.

## **7) Fair Usage Policy:**

- 7.1 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) Under FUP (Fair Usage Policy), when monthly data usage reaches the plan's data allowance, data service continues without speed throttling or data capping, but access to network resources will be given lower priority and data service experience may be affected.