

**Terms & Conditions T&C-T366**  
**Contract Term For \$48 ExtraCare Monthly Service Plan**



**1) Term:**

- 1.1 The Customer shall subscribe to the \$48 ExtraCare Monthly Service Plan for the contract period specified in the Sales and Services Agreement ("Term").
- 1.2 Before the Term expires, the Company's retention team will contact The Customer for the latest renewal offer. Should the Customer does not renew the service upon expiry of existing contract, the service under ExtraCare Monthly Service Plan will continue at the prevailing market price or under a comparable plan on a rolling monthly basis.

**2) Service Plan:**

- 2.1 The Customer shall use the following applicable Service Plan and services during the Term:
  - a) the Monthly 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 Applicable to the Service Plan with specified data usage
  - 2.2.1 Whenever the local data usage of the Customer under the Specified Service Plan nearly reaches the specified local data usage ("Specified Data Usage"), the Company will notify the Customer by SMS. The Customer may by return SMS purchase a top-up at the charge as specified in the SMS received ("Top Up"). If the Customer does not wish to purchase the Top Up, local data service under the Specified Service Plan will be automatically suspended when the data usage has reached the Specified Data Usage. The Customer may purchase the Top Up at that time or wait until the beginning of the next bill month for the new Specified Data Usage allowance under the relevant Service Plan.
  - 2.2.2 Where the Customer has registered more than one Service Plan in an Account, the Company will notify Customer's primary service number (i.e. the first registered service number) by SMS whenever a Top Up is confirmed.
- 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.

**3) Rebate:**

- 3.1 Rebate Amount to be given 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 Rebate Amount will be credited to the monthly bill of the Customer's Account. The first Rebate Amount will be credited to the 1st monthly bill after the service effective date.
- 3.3 If, on the date of the Sales and Services Agreement, Customer's Account is already subject to an existing rebate /credit 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 Customer's Account, then the first installment of Rebate Amount under the 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 Rebate Amount will only be applied to set off against the prepayment made by the Customer under the Sales Service Agreement only. The Rebate Amount or any part thereof shall not be used to set-off any other sum payable by the Customer to the Company.
- 3.5 The Rebate Amount cannot be exchanged for cash or any other service/products of the Company
- 3.6 No interest on the Rebate Amount or any prepayment made by the Customer shall be payable by the Company.
- 3.7 The Customer shall not be entitled to the Rebate Amount or any balance thereof 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 & 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 offer including but not limited to phone offers or other contract term offers; 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.
- f) 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) 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 cancels or 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 offer including but not limited to phone offers or other contract term offers; 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.
  - f) 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 (if applicable) The Data Service is only available with compatible phones.
- 5.2 The data usage applies to local use only. Standard roaming data charge applies during roaming.
- 5.3 Users of Blackberry 7 OS and earlier version need to subscribe to the specified Blackberry service plan for the data usage.
- 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.

#### **6) Extra Local Data and Airtime Offer (if applicable):**

- 6.1 (If applicable) The Customer shall not be entitled to the extra local data and airtime 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 cancels or 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 offer, include but not limited to phone offers or other contract term offers; 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.
  - f) 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.