

Terms & Conditions T&C-V140
Terms & Conditions for "Auto Top-up Abroad Pack" Service

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) Your Acceptance

- 1.1 This is an agreement between SmarTone Mobile Communications Limited ("SmarTone" or "the Company") and you ("you" or "the Customer"), a user of "Auto Top-up Abroad Pack" Service ("the Service"). BY USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE TO THESE TERMS AND CONDITIONS. If you do not agree to any of these terms and conditions, you may not use the Service.

2) Auto Top-up Abroad Pack

- 2.1 The Service is only available to customers who have subscribed the Company's mobile telephone services.
- 2.2 The Customer shall use the Service Plan as specified in the Sales and Services Agreement.
- 2.3 The Service Plan is charged on a monthly basis. The charges are non-refundable under whatever circumstances.
- 2.4 For customers who have subscribed to the service, auto top-up will be carried out to the prepaid SIM card every month; the validity of the prepaid SIM card will be reset on the date of every auto top-up, and the data, voice minutes and SMS will be also reset.
- 2.5 Mobile service of the prepaid SIM card is provided by designated operator, subject to the relevant operator's terms and conditions. The Company makes no representation or guarantee as to the quality and availability of the services provided by designated operator.
- 2.6 Customers need to ensure continuously subscribe to Auto Top-up Abroad Pack to retain the number and continue using the prepaid SIM card's service. If customers change to other non-designated mobile service plan/the mobile service plan is terminated or disconnected for whatever reason, auto top-up service will be terminated.
- 2.7 The Company does not provide refunds or make any transfer of any unused portion of the value of the SIM card whether before or after its expiry date/ any value of the lost SIM card being utilized during the period of loss or thereafter
- 2.8 If the SIM Card is damaged/lost by the Customer, the Company may replace the damaged/new SIM Card. The Customer is required to pay a handling charge to the Company for the replacement of the damaged/lost SIM card.
- 2.9 Usage rules established by the Company relating to the Service may be controlled and modified by the Company for compliance purpose and the Company reserves the right to enforce such usage rules without notice to you.

3) Credit Amount (if applicable):

- 3.1 Credit Amount to be rebated to the Customer will be credited to the Customer 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.
- 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:
 - a) if the Customer changes to a service not specified above; or
 - b) if the Customer terminates the "Auto Top-up Abroad Pack" service; or
 - c) if the Customer changes the mobile telephone number or the registered name for the mobile telephone number; or
 - d) if the mobile telephone service is terminated or disconnected for whatever reason.
 - 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.

4) The Company reserves the right to revise the terms and conditions of the Service from time to time. If any dispute arises, the Company's decision shall be final.