

**Terms & Conditions T&C-V145**

**Terms & Conditions for "Cyber-security Smart Protector" Service**

**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 SmarT Cyber Protection Comprehensive Family Combo ("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) Service**

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 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 service effective date.

2.3

Service Plan
Cyber-security Smart Protector - 1 device for Norton Security - 1 mobile number for Call Guard (Lite)
Cyber-security Smart Protector (Upgraded) - 1 device for Norton Security and Norton Secure VPN - 1 mobile number for Call Guard

2.4 The Service Plan is charged on a monthly basis. Even if the Customer is to actually use the Service for less than a month, the applicable monthly service fee shall still be payable by the Customer in full. The monthly charges are non-refundable under whatever circumstances.

2.5 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) Rebate (if applicable)**

3.1 If the Customer subscribes to the specified Service Plan, the Customer shall be entitled to the rebate.

3.2 The Credit Amount will be credited to the monthly bill of the Customer's Account according to Credit Arrangement. 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 Customer's Account. However, the Customer cannot set-off any other sum payable to the Company against any part of the Credit against any part of the Credit Amount payable by the Company to the Customer's 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 will not be entitled to the Credit Amount or any balance thereof and shall pay the Company liquidated damages upon the occurrence of any of the following events before the expiry of the Term:
- a) if the Customer changes to a service not specified above; or
  - b) if the Customer terminates the "SmarT Cyber Protection Comprehensive Family Combo" 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/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.

#### **4) Call Guard**

- 4.1 Subject to relevant terms and conditions. For details, please refer to
- a) Call Guard (Single) : [T&C-V070](#)
  - b) Call Guard (Family): [T&C-V092](#)
  - c) Call Guard (Lite): [T&C-V145](#)

#### **5) Norton Family, Norton Security and Norton Security & Norton Secure VPN**

- 5.1 Subject to relevant terms and conditions. For details, please refer to [T&C-V138](#)

#### **6) Liquidated Damages (If applicable)**

- 6.1 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 not specified above; or
  - b) if the Customer terminates the "Cyber-security Smart Protector" 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.