

Terms & Conditions T&C-T279
Contract Term For SuperCare Unbundled Smartphone Plans
[Existing customer]

SmarTone

1) Offer and Term:

- 1.1 SuperCare Unbundled Smartphone Plan is available to subscribers with an existing fixed term contract ("Existing Contract") but excluding customer with an existing fixed term handset contract.
- 1.2 Customer must subscribe SuperCare Unbundled Smartphone Plan with a monthly fee higher than the Existing Contract.
- 1.3 The Existing Contract will be superseded by the contract for the SuperCare Unbundled Smartphone Plan.
- 1.4 The Customer shall use the SuperCare Unbundled Smartphone Plan service for the period specified in the Sales and Services Agreement ("Term"). The Term shall start from the service effective date.
- 1.5 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 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.

Any unused top-up local mobile data can be carried forward for free and can be used before the end of the next bill month. This is only applicable to designated service plans (1GB or above) with an "Advise & Consent" mechanism for the purchase of top-up data.

- 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 If the Customer subscribes to a SuperCare Unbundled Smartphone Plan with FUP Unlimited Data Plan, the monthly fee of FUP Unlimited Data Plan specified in the Sales and Services Agreement shall take effect simultaneously when the SuperCare Unbundled Smartphone Plan commences and will apply until the expiration of the Term.
- 2.4 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.
- 2.5 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 customers opt 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) Liquidated Damages:

- 3.1 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 (i) service plan with monthly fee equal to or below the Service Plan amount specified in the 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
 - 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.

4) Data Services for Service Plan (“the Data Services”):

- 4.1 The 4G Data Service is only available with compatible phones and SIM cards.
- 4.2 The data usage applies to local use only. Standard roaming data charge applies during roaming.
- 4.3 Users of Blackberry 7 OS and earlier version need to subscribe to the specified Blackberry service plan for the data usage.
- 4.4 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.