

Terms & Conditions T&C-T342B1
Contract Term For 5G Corporate SIM Only Plans

SmarTone

1) Term:

- 1.1 The Customer shall use the 5G Corporate SIM Only Plans with Handset Subscription service for the period specified in the Sales and Services Agreement (“Term”). The Term shall start from the service effective date.
- 1.2 Upon expiry of the Term, the Customer will be charged at prevailing plan price on monthly basis. The same terms and conditions of the original contract shall apply unless otherwise stated.
- 1.3 If the Customer has agreed and accepted “automatic contract renewal”, the service plan and/or designated Value-Added Services will be automatically renewed at the prevailing price for the same contract period upon the expiry of the fixed contract term thereof (except for 3 and 6 month fixed-term contract, which will be automatically renewed with fixed-term contract on a 12 month basis at prevailing price recurrently), unless (i) the Customer notifies SmarTone the otherwise before the expiration of an existing or any of the renewed term of the contract via customer service hotline or retail shops of SmarTone; or (ii) SmarTone ceases to offer the same service plan and/or designated Value-Added Services. The same terms and conditions of the original contract shall apply unless otherwise stated. The above automatic contract renewal arrangement shall be subject to the final and absolute discretion of SmarTone.

2) Service Plan:

- 2.1 The Customer shall use the following applicable Service Plan and services during the Term: above upon the occurrence of any of the following events before the expiry of the Term:
 - a) the 5G SIM Only Plan specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement); and specified in the Sales and Services Agreement or (ii) 2G Service Plan or (iii) IC2N Service plan; or
 - 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 (Where applicable) The Customer, as the registered mobile number user (“User of Registered Number”) can choose for 5G Add-On SIM card Plan.
- 2.4 The 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.

2.6 Designated “80GB or above data usage” monthly service plan (if applicable)

Additional data usage charge is \$50/ 10GB, usage is rounded up to the nearest 10GB, maximum charge is \$398 per month (if applicable).

3) Rebate:

3.1 Credit Amount to be rebated to the Customer varies according to the handset model and service plan selected by the Customer and will be credited to the Customer during the Term according to the credit arrangement specified in 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 and the free services specified above 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) non-specified service plan in the Sales & Services Agreement (or Supplemental Agreement to Sales and Services Agreement) 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 subscribes to other special offers, including handset or fixed term contract service plan; 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; or
- 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 specified in the Sales and Service Agreement) upon the occurrence of any of the following events before the expiry of the Smartphone Contract 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 and Services Agreement or (ii) non-specified service plan in the Sales & Services Agreement (or Supplemental Agreement to Sales and Services Agreement) 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 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; or
- 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 5G is only available with compatible phones and SIM cards.

5.2 The data usage applies to local use only. Standard roaming data charge applies during roaming.

5.3 Data Services are applicable for access from mobile phones and tablets only, it is not appropriate for access from PC or other devices as a modem.

5.4 Users of Blackberry 7 OS and earlier version need to subscribe to the specified Blackberry service plan for the data usage.

5.5 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 Account Manager 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:

- 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 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) non-specified service plan in the Sales & Services Agreement (or Supplemental Agreement to Sales and Services Agreement) 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 subscribes to other special offers, including handset or fixed term contract service plan; 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; or
 - 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.