

Terms & Conditions T&C-T360
Contract Term for “FUP Unlimited Data” Plan

1) Term (Where applicable):

- 1.1 The Customer shall use the “FUP Unlimited Data” Plan for the period specified in the Sales and Services Agreement (“Term”). The Term shall start from the service effective date.
- 1.2 If the Customer has an existing contract of a service number under a designated SuperCare monthly service plan (“Specified SuperCare Service Plan”) that has not yet expired, the Term shall start from the service effective date and expire on the same date as the expiry date of the existing contract of a service number under specified SuperCare Service Plan. Customer can refer to the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) for details of the relevant contract expiry date.
- 1.3 If the Customer does not have an existing contract of a service number under specified SuperCare Service Plan at the time of subscription of the “FUP Unlimited Data” Plan, the Term for subscription of the “FUP Unlimited Data” Plan shall be 12 months from the service effective date.
- 1.4 Before contract expires, the Company’s retention team will contact the Customer for the latest re-contract offer. Should the Customer decline the 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 “FUP Unlimited Data” Plan is only available to Customer who has subscribed to a specified SuperCare Service Plan. It cannot be used in conjunction with 10GB Add-on Local Data Plan, Multi-SIM Monthly Plan and Tag-On SIM Plan.
- 2.2 The Customer shall use the following applicable Service Plan and services:
 - 2.2.1 the “FUP Unlimited Data” Plan specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement); and
 - 2.2.2 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).
- 2.3 Subscription of this Service Plan is provided and is charged on a monthly basis. The monthly charges are payable in advance and non-refundable under whatever circumstances.
- 2.4 Applicable to SuperCare Service Plan with specified data usage
 - 2.4.1 Customer can upgrade to FUP Unlimited Data Service (“FUP Unlimited Data”) by either one method:
 - a) Purchase “FUP Unlimited Data” for the bill month by monthly subscription:

With an “Advise & Consent” mechanism, whenever the local data usage for the bill month under the Specified SuperCare Service Plan has reached the Specified Data Usage allowance (“Specified Data Usage”), the Company will notify the Customer by SMS. The Customer may reply by returning SMS to purchase “FUP Unlimited Data” at the charge as specified in the SMS received by the bill cut-off date. Local data service of the Specific SuperCare Service Plan will resume and be valid until the end of this bill month.
 - b) Purchase FUP Unlimited Data by one-time subscription:

The Customer under the Specified SuperCare Service Plan can purchase FUP Unlimited Data at a designated monthly fee. Fixed-Term contract is not required for FUP Unlimited Data; The Customer is required to pay service fee monthly.
 - c) (Where applicable) Purchase FUP Unlimited Data with a Term:

The Customer under the Specified SuperCare Service Plan can purchase FUP Unlimited Data at a designated monthly fee for the period specified in the Sales and Services Agreement.
- 2.5 After subscription of the FUP Unlimited Data Plan, the total local data usage of the Specified Service Plan will be raised to unlimited data usage (subject to Fair Usage Policy, described in Clause 6) for the Term.



- 2.6 Free WiFi service (Not applicable to the FUP Unlimited Data purchased for the bill month by monthly subscription)
- a) Free WiFi service is available to a Customer who has subscribed to a designated FUP Unlimited Data Plan. The Customer is required to register for WiFi service.
 - b) Free WiFi service will be terminated if the Customer changes to other service plan.
- 2.7 This Service Plan is not applicable to 2G phones / connected devices or any phones / connected devices which have manually opted for 2G network, and not applicable to other connected devices (including but not limited to USB modem / pocket Wi-Fi / TV box).
- 2.8 The Company reserves the right to vary the service charge of the Service Plan at any time by giving not less than 30 days prior notice.

3 Rebate (Where applicable):

- 3.1 Credit Amount to be rebated 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 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 instalment 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 before the expiry of the Term:
- a) if the Customer cancels FUP Unlimited Data Plan or changes to a service plan that is not a specified 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 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 service number / the registered name for the mobile telephone number / the service number; or
 - e) if the service is terminated/disconnected for whatever reason; or

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

- 4.1 4G 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 The Data Services of the “FUP Unlimited Data” Plan is restricted to personal use only. If there is any abusive or abnormal usage; the Company has the right to forthwith suspend / terminate the “FUP Unlimited Data” Plan without notice and charge the Customer use of the Data Services. All commercial or illegal promotion activities via the use of the “FUP Unlimited Data” Plan shall be prohibited.
- 4.4 Users of Blackberry 7 OS and earlier version need to subscribe to the specified Blackberry service plan for the data usage.
- 4.5 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 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.

5 Liquidated Damages (Where applicable):

- 5.1 The Customer shall pay the Company liquidated damages (which is equivalent to the sum of the monthly fee of “FUP Unlimited Data” Plan specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) multiply 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 “FUP Unlimited Data” Plan or changes to a service plan that is not a specified 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 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 service number / the registered name for the mobile telephone number / the service number; or
 - e. if the 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.

6) Fair Usage Policy:

- 6.1 The following terms and conditions apply to telecommunication services (“Services”) provided by SmarTone Mobile Communications Limited (“the Company”).
 - a) The Company will ensure the system resources of the Company’s telecommunications network (“Network”) is equitably allocated amongst users (“Users”) of the Services.
 - b) Under FUP (Fair Usage Policy), when monthly data usage reaches the plan’s data allowance, data service continues without speed throttling or data capping, but access to network resources will be given lower priority and data service experience may be affected.