



Terms & Conditions T&C 02 04 (Fixed Term Contract / Rebate Offer)

Date: _____ Sales Agreement No.: _____ A/C No.: _____

Registered Name: _____ Mobile No.: _____

Customer shall use the service below starting from the Service Effective Date and agree to accept the 'Terms & Conditions T&C 02 04'. In the event of any discrepancy or contradiction between these terms and conditions and the SmarTone General Terms and Conditions, these terms and conditions shall prevail.

Fixed Term Contract

Customer shall pay the Company liquidated damages specified in the Sales & Services Agreement upon the occurrence of any of the following events before the expiry of the Term (as specified in the Sales and Services Agreement):

- if the Customer changes the mobile telephone number;
- if the Customer changes the registered name for the mobile telephone number;
- if the Customer changes the selected Service Plan (other than the Service Plan as specified in Sales & Services Agreement);
- if the Customer cancels the service* / payment method specified in the related offer (if applicable^);
- if the mobile telephone service to the mobile telephone number is terminated/disconnected for whatever reason.

* The customer shall use below service(s) during the Term.

- News X-Power Features Market Watch
- FoneTV - Basic combo Cloud Storage Manager PLUS Monthly Plan
- My connecting tone Street View To Go HR Wide
- Others (Please specify) : _____

^ The customer shall use Credit Card Auto pay to settle the monthly fee during the Term.

Rebate Offer

Applicable Plans: Specified plan OR MOP \$_____ above monthly plans:

- \$138 Integrated Voice & Data Plan (470 basic + 230 intra mins + 100 MB local data usage#)
- \$188 Integrated Voice & Data Plan (700 basic + 350 intra mins + 1GB local data usage#)
- \$298 Integrated Voice & Data Plan (1260 basic + 540 intra mins + 2GB local data usage #)
- \$398 Integrated Voice & Data Plan (1900 basic + 1000 intra mins + unlimited local data usage #)

Credit Amount and Payment Method:

Offer	Handset	Credit Arrangement
Handset Rebate		Total Credit Amount \$ __ __ __ __, over __ __ months (\$ __ __ __ x __ __ month) + (\$ __ __ __ x __ __ month)
		<input type="checkbox"/> 1st monthly bill after the date of activation of the mobile phone <input type="checkbox"/> Starting from monthly bill of __ / __ (dd / mm)

1. If, on the date of this Sales & 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 & 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.

2. 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. The Credit Amount cannot be exchanged for cash.

4. The Company shall not be under any obligation to pay any interest to the Customer on the Credit Amount.

5. The Customer shall not be entitled to the Credit Amount or any balance thereof and pay the Company liquidated damages specified upon the occurrence of any of the following events before the expiry of the Term (as specified in the Sales and Services Agreement):
- if the Customer changes the mobile telephone number;
 - if the Customer changes the registered name for the mobile telephone number;
 - if the Customer disconnects the selected Service; or
 - if the Customer changes the selected Service Plan (other than the SmarTone Service Plan as specified in Sales & Services Agreement);
 - if the Customer cancels the payment method specified in the related offer (if applicable^);
 - if the mobile telephone service to the mobile telephone number is terminated/disconnected for whatever reason.
6. Customer shall pay the Company liquidated damages specified in the Sales & Services Agreement upon the occurrence of any of the following events before the expiry of the Term (as specified in the Sales and Services Agreement):
- if the Customer changes the mobile telephone number;
 - if the Customer changes the registered name for the mobile telephone number;
 - if the Customer changes the selected Service Plan (other than the Service Plan as specified in Sales & Services Agreement);
 - if the mobile telephone service to the mobile telephone number is terminated/disconnected for whatever reason.

Data Service Usage (“The Data Services”)

1. The data usage applies to local use only. Standard roaming data charge applies during roaming.
The data usage applies to mobile phone use only and handset APN setting must be “Smartgprs”. The data usage includes Internet browsing, watching videos on the Internet, file upload/download, VoIP and instant messaging.

2. Service Usage Policy

The following terms and conditions apply to telecommunication services (“Services”) provided by SmarTone Mobile Communications (Macau) Limited (“the Company”).

- 2.1. The Services shall not be used under any one of the following circumstances (i) using the Services in any manner which adversely affects the Company’s ability to provide, complete or maintain the level or quality of its network or other services; and (ii) in any manner which is designed to unfairly exploit the usage or to cause loss or damage to the Company such as using the Services for commercial purposes or reselling the Services.
- 2.2. To ensure the system resources of the Company’s telecommunications network (“Network”) are equitably allocated amongst users of the Services, the Company may monitor the throughput and the amount of data traffic caused by Customer’s usage of the Services. If the Customer fails to comply with any of the prohibitions specified in Clause 2.1; or upon the occurrence of any one or more of the circumstances specified in Clause 2.1; or if in the reasonable opinion of the Company, the Customer’s use of the Services is excessive or unreasonable or adversely affects the Company’s ability to provide, complete or maintain the level or quality of its Network or other services or to cause loss or damage to the Company, the Company may forthwith take such steps it considers reasonably necessary or appropriate including but not limited to restricting or limiting the throughput or amount of data transferred, or suspending or terminating the Services to the Customer without notice.

Customer Signature / Company Chop

SmarTone Mobile Communications (Macau) Limited / Dealer’s Authorized Signature / Company Chop