

# Terms & Conditions T&C 06A(4) (Fixed Term Contract / Rebate Offer)

## **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/ 1638 IDD;
- if the Customer changes the selected Service Plan (other than the specified Applicable Service Plan)
- 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 monthly service bundle
- Market Watch
- FoneTV – Basic Pack
- Live Race Broadcast
- Traveller
- Others (please specify): \_\_\_\_\_
- X-Power Features
- Express
- FoneTV – In-Play Live
- Bet to Win Football Package
- PLUS
- Connecting tone channel (Basic plan)
- Connecting tone channel (Premium plan)
- FoneTV – Live Race Broadcast
- Bet to Win Horse Racing Package

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

## **Rebate Offer**

Applicable Plan: \$\_\_\_\_\_or above Data Combo tariff specified below.

- \$138 Integrated Data Combo (800 basic + 500 intra min + 150MB local data<sup>#</sup>)
- \$198 Integrated Data Combo (1000 basic + 700 intra min + 250MB local data<sup>#</sup>)
- \$298 Integrated Data Combo (1200 basic + 900 intra min + 500MB local data<sup>#</sup> + 500MB additional local data<sup>#</sup> during the Term)
- \$398 Integrated Data Combo (1800 basic + 1500 intra min + unlimited local data<sup>#</sup>)

<sup>#</sup> For details on the data usage application, please refer to T&C 06F21.



**Credit Amount and Payment Method:**

Offer	Handset	Credit Arrangement	
MNP Bonus (For MNP only)		Total Credit Amount \$           , over           months (\$          x           month) + (\$          x           month)	... 1st monthly bill after the date of activation of the mobile phone ... Starting from monthly bill of _____ mm)
Trade in Bonus (For Trade in Only)		Total Credit Amount \$           , over           months (\$          x           month) + (\$          x           month)	... 1st monthly bill after the date of activation of the mobile phone ... Starting from monthly bill of _____ mm)
Handset Rebate		Total Credit Amount \$           , over           months (\$          x           month) + (\$          x           month)	... 1st monthly bill after the date of activation of the mobile phone ... Starting from monthly bill of _____ mm)
Monthly Plan Rebate		Total Credit Amount \$           , over           months (\$          x           month) + (\$          x           month)	... 1st monthly bill after the date of activation of the mobile phone ... Starting from monthly bill of _____ /mm)

- 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.
- 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

The logo for SmarTone, featuring the word "SmarTone" in white, bold, sans-serif font on a red rectangular background.

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/ 1638IDD;
  - if the Customer changes the selected Service Plan (other than the Applicable Service Plan as specified above)
  - if the mobile telephone service to the mobile telephone number is terminated/disconnected for whatever reason.
6. Without prejudice to the other terms and conditions for the warranty of the mobile telephone, the warranty will be void if the SIM lock is altered or tampered with by any person other than by the Company. The Company may at the Customer's request carry out maintenance services to the mobile telephone which is not covered by the warranty but subject to the Customer paying HK\$400 (which is subject to change from time to time) for such services.
7. If the Customer requests the SIM lock which is pre-set by the Company to be unlocked before the expiry of the Term (as specified in the Sales and Services Agreement), the Customer shall pay the Company an administration fee. This amount shall be refunded to the Customer provided the Customer uses the Company's mobile telephone services until the expiry of the Term. However, the Company will not unlock the SIM lock for the Customer if prior to the Customer's request to SmarTone, the SIM lock has already been altered or tampered by other unauthorized person(s).