



**Terms & Conditions T&C06A
(Fixed Term Contract / Rebate Offer)**

1. Fixed Term Contract

- 1.1 The Customer shall use the Service for the period specified in the Sales and Services Agreement ("Term"). The Term shall start from the service effective date.
- 1.2 Customer shall pay the Company liquidated damages 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 the mobile telephone number;
 - b) if the Customer changes the registered name for the mobile telephone number / subscription;
 - c) if the Customer changes the selected Service Plan (other than the Service Plan as specified in Sales and Services Agreement);
 - d) if the Customer cancels the selected service / payment method specified in the Sales and Services Agreement (if applicable);
 - e) if the Service is terminated/disconnected for whatever reason.
- 1.3 Unless otherwise specified by the Customer, the Service will continue to be provided to the Customer after the expiry of the Term and the Service will be charged at the same Monthly Service Plan that is chargeable to the Customer on the expiry date of the Term.

2. Rebate Offer

2.1 Credit Amount and Payment Method:

Bonus	Credit Arrangement
_ _ month	Total Credit Amount \$ _ _ _ _ _ , over _ _ _ months (\$ _ _ _ _ x _ _ _ month) + (\$ _ _ _ _ x _ _ _ month)

- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 The Credit Amount cannot be exchanged for cash.
- 2.6 The Company shall not be under any obligation to pay any interest to the Customer on the Credit Amount.
- 2.7 The Customer shall not be entitled to the Credit Amount or any balance thereof and pay the Company liquidated damages 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 the mobile telephone number;
 - b) if the Customer changes the registered name for the mobile telephone number/ subscription;
 - c) if the Customer changes the selected Service Plan (other than the Service Plan as specified in Sales and Services Agreement);
 - d) if the Service is terminated/disconnected for whatever reason.

3. SIM Lock

- 3.1 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.
- 3.2 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).