

**Terms & Conditions T&C-D039**  
**BlackBerry Smartphone Contract Term & Bonus**

**SmarTone**

**1) Term:**

1.1 The contract term ("Term") is specified in the Sales and Services Agreement and start from the service effective date.

**2) Service Plan:**

2.1 The Customer shall use the following applicable Service Plan and services during the Term:

- a) the Service Plan specified in the Sales and Services Agreement or a service plan with monthly fee above the Service Plan amount specified in the Sales and Agreement (not applicable to SIM Only service plan); and
- b) "BlackBerry Messenger" and 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 of such Selected Services is equal to or above the amount specified in the Sales and Services Agreement (if applicable).

2.2 Applicable to the Service Plan with specified data usage

2.2.1 Whenever the data usage of the Customer under the relevant Service Plan nearly reaches the specified local data usage ("Specified Data Usage") the Company will notify the Customer by SMS of his data consumption. The Customer may by return SMS purchase a top-up of 200MB at \$40 ("Top Up") for usage of data for the remaining period of that month. If the Customer does not wish to purchase the Top Up, local data service under the relevant Service Plan will be automatically suspended when the Customer's data usage reaches the Specified Data Usage. Customer may purchase the Top Up at that time or wait until the beginning of the next monthly bill for the new Specified Data Usage allowance under the relevant Service Plan. When the Top Up reaches \$280 in a month, Customer can use the data free of charge for the rest of that month.

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.

**3) Rebate Offer:**

3.1 Credit Amount to be rebated to the Customer varies according to the handset model and monthly 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 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.

3.3 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.

3.4 The Credit Amount cannot be exchanged for cash.

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

3.6 The Customer shall not be entitled to the Credit Amount or any balance thereof and 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 to a (i) service plan (not applicable to SIM Only service plan) with monthly fee equal to or below the Service Plan amount specified in the Sales and Services Agreement or (ii) 2G Service Plan or (iii) PayGo Service Plan or (iv) IC2N Service plan; or
- b) if the Customer cancels or changes any of the Selected Services resulting in the aggregate monthly fee of the Selected Services to be below the amount specified in the Sales and Services Agreement; or
- c) if the Customer changes the mobile telephone number;
- d) if the Customer changes the registered name for the mobile telephone number;
- e) if the mobile telephone service is terminated/disconnected for whatever reason.

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

- 4.1 Only compatible devices and SIM cards are supported on the 4G network.
- 4.2 The data usage applies to local use only. Standard roaming data charge applies during roaming.
- 4.3 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) Fair Usage Policy :**

- 5.1 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) Customer who has reached the monthly local data fair usage level specified by the Company from time to time can still continue to use the Services. However, the Customer will be given lower priority to access the network resources for the remainder of the billing period, where the Customer’s experience may be affected when the network traffic is busy, but in any event the data access speed (upload and download) will not be restricted to less than 128kbps.