

**Terms & Conditions T&C-D073BU**  
**Contract Term & Bonus For iPhone Subscription**



**1) Term:**

iPhone Contract Term = specified in the Sales and Service Agreement and start from the service effective date.  
Previous Contract Term = on the date of this Sales and Services Agreement, the Customer already signed a fixed term contract.  
Term = Outstanding months under unexpired Previous Contract Term + iPhone Contract Term (if applicable).

**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) 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 (if applicable).

2.2 Service Plan (advise and consent) 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 for \$158 \$278 and \$358 service plan or 1GB at \$100 for \$448 service plan ("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.

2.3 Designated "5GB data usage" monthly service plan (if applicable)

2.3.1 Additional data usage charge is \$1/ 10MB, usage is rounded up to the nearest 10MB, maximum charge is \$128 per month.

2.4 Offer detail

Credit offer	Credit Amount
Wi-Fi Service Plan* full credit back during the Term	Wi-Fi Service monthly fee \$60

\*Customer is required to register for Wi-Fi service

2.5 If the Customer does not notify the Company of termination of the Wi-Fi services specified above prior to the expiry of the Term, the Company shall automatically charge the Customer for the free services specified above at the prevailing monthly fee after the expiry of the Term.

**3) Free 30 minutes of IDD (If applicable) :**

3.1 Free 30 minutes of IDD is only available during the Term, and the IDD minutes only apply to voice calls made by 001 IDD in Hong Kong to the fixed and mobile numbers in the following 10 destinations: China, USA, Canada, Australia, UK, Taiwan, Singapore, Japan, Macau and Malaysia. Voice calls made to infoline numbers and satellite numbers in these destinations are excluded. Any balance of unused free IDD minute(s) cannot be carried forwarded and will be forfeited on the bill date. Free IDD minutes will be given on pro-rata basis from service activation date to 1st bill date, and free 30 minutes IDD will be given in the following bills. If the Customer changes to other payment methods which is not autopay, the Company shall automatically terminate the IDD service to the Customer without prior notice.

**4) Rebate offer:**

4.1 Credit Amount to be rebated to the Customer varies according to the handset model and service 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.

4.2 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.

- 4.3 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.
- 4.4 The Credit Amount cannot be exchanged for cash.
- 4.5 The Company shall not be under any obligation to pay any interest to the Customer on the Credit Amount.
- 4.6 The Customer shall not be entitled to the Credit Amount or any balance thereof and the free services specified above upon the occurrence of any of the following events before the expiry of the Term:
- if the Customer changes to a (i) 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
  - 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
  - if the Customer subscribes to other special offers, including handset or fixed term contract service plan; or
  - if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
  - if the mobile telephone service is terminated/disconnected for whatever reason.

## 5) Liquidated Damages :

### 5.1 Liquidated Damages under iPhone Contract Term

- 5.1.1 The Customer shall pay the Company liquidated damages (which is specified in the Sales and Service Agreement) upon the occurrence of any of the following events before the expiry of the iPhone Contract Term:
- if the Customer changes to a (i) 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
  - 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
  - if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
  - if the mobile telephone service is terminated/disconnected for whatever reason.

### 5.2 Liquidated Damages under Term (i.e. Outstanding months under unexpired Previous Contract Term + iPhone Contract Term)

- 5.2.1 (Where applicable) The Customer shall pay the Company liquidated damages (which is specified in the Sales and Service Agreement) upon occurrence of any of the following events on or before the expiry date of the unexpired Previous Contract Term:
- if the Customer changes to a (i) 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
  - 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
  - if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
  - if the mobile telephone service is terminated/disconnected for whatever reason.
- 5.2.2 (Where applicable) The Customer shall pay the Company liquidated damages (which is specified in the Sales and Service Agreement) upon the occurrence of any of the following events after the expiry of the unexpired Previous Contract Term but before the expiry of the Term:
- if the Customer changes to a (i) 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
  - 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
  - if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
  - if the mobile telephone service is terminated/disconnected for whatever reason.
- 6) 7-day replacement guarantee is not applicable to iPhone. The Customer should bring the faulty handset to SmarTone Customer Centre within the warranty period.

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

7.1 4G is only available with compatible phones and SIM cards.

7.2 The data usage applies to local use only. Standard roaming data charge applies during roaming.

7.3 Users of Blackberry 7 OS and earlier version need to subscribe to the specified Blackberry service plan for the data usage.

7.4 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.

7.5 Data Services under iPhone Contract Term:

7.5.1 The provisions set out in Clause 2.2.1 shall apply to data usage during iPhone Contract Term.

7.6 Data Services under Term (i.e. outstanding months under unexpired Previous Contract Term + iPhone Contract Term):

7.6.1 (Applicable to Customer who subscribe to \$448 monthly service plan) Data usage during outstanding months under unexpired Previous Contract shall be in accordance with the data usage allowance stated in the Sales and Services Agreement of the Previous Contract Term and data usage during the iPhone Contract Term shall be according to Clause 2.2.1.

**8) Fair Usage Policy (applicable to designated “5GB data usage” monthly service plan):**

8.1 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) When monthly data usage reaches fair usage level of 5GB, data service continues without speed throttling or data capping. Access to network resources will be given lower priority and data service experience may be affected. In compliance with OFCA’s Guidelines for the Implementation of Fair Usage Policy for the Provision of Mobile and Fixed Broadband Services, we will not cap customers’ access speed below 128kbps.