

Terms & Conditions T&C- R001
Bonus Offer for Selective Customer

SmarTone

1) Term

The contract term ("Term") is specified in the Supplemental Agreement to the Sales and Services Agreement.

2) Service Plan

The Customer shall use the Service Plan specified in the Supplemental Agreement to the Sales and Services Agreement during the Term.

3) Rebate

3.1 Credit Amount to be rebated to the Customer will be credited to the Customer during the Term according to the credit arrangement specified in the Supplemental Agreement to the Sales and Services Agreement.

3.2 If, on the date of this Supplemental Agreement to the 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 Supplemental Agreement to the 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 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 with monthly fee equal to or below the Service Plan amount specified in the Supplemental Agreement to the Sales and Services Agreement or (ii) Integrated Voice & Data plan or (iii) 2G Service Plan or (iv) PayGo Service Plan or (v) IC2N Service plan; or
- b) if the Customer disconnects the Selected Service (if applicable); or
- c) if the Customer subscribes to other special offers, including handset or fixed term contract service plan; or
- d) if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
- e) if the mobile telephone service is terminated/disconnected for whatever reason.

4) The Customer shall pay the Company liquidated damages specified in the Supplemental Agreement to 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 with a monthly fee equal to or below the Service Plan amount specified in the Supplemental Agreement to the Sales and Services Agreement or (ii) Integrated Voice and Data or (iii) 2G Service Plan or (iv) PayGo Service Plan or (v) IC2N Service plan; or
- b) if the Customer disconnects the Selected Service (if applicable); or
- c) if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
- d) if the mobile telephone service is terminated/disconnected for whatever reason.