

Terms & Conditions T&C-T001
Contract Term & Bonus For PayGo Plan Subscription

SmarTone

1) Term

Contract term ("Term"): 12 months from the service effective date.

2) Service Plan

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

3) Rebate Offer

3.1

Credit amount and payment method
- Total Credit Amount of \$180 tariff bonus, over 12 months (\$15 x 12 months)
- Total Credit Amount of \$144 administration fee, over 12 months (\$12 x 12 months)
- Extra 300 free basic voice call minutes for 12 months

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 and extra free basic voice call minutes or any balance thereof upon the occurrence of any of the following events before the expiry of the Term:

- a) if the Customer changes the Service Plan specified in the Sales and Services Agreement; or
- b) if the Customer disconnects the selected Service (if applicable); or
- c) if the Customer enjoys special handset offer ; 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 (HK\$300) upon the occurrence of any of the following events before the expiry of the Term:

- a) if the Customer changes the Service Plan specified in the Sales and Services Agreement; 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.