

**Terms & Conditions T&C- T022**  
**Contract Term For Rebate for iPhone plan subscription**



**1) Term**

Contract term ('Term') is 26 months from the service effective date.

**2) Service Plan**

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

- a) Service Plan specified below or a service plan with monthly fee above the Service Plan amount specified in the Sales and Agreement; 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 of such Selected Services is equal to or above the amount specified in the Sales and Services Agreement (if applicable)

Monthly Service Plan	Local Data Usage	Voice Minutes		Free MMS	Free Services (full credit back during the Term)	Free Value Added Services
		Basic	Intra			
\$398 iPhone Plan (3GID)	Unlimited	2400	1500	40	<ul style="list-style-type: none"> <li>• Wi-Fi Service Plan* (Original price: \$60 / month)</li> <li>• FoneTV E! or Entertainment Channel (Original price: \$25 / month)</li> </ul>	<ul style="list-style-type: none"> <li>• Intra SMS</li> <li>• voice mail, call forwarding, caller number display, call waiting and conference call</li> <li>• HD Wide</li> </ul>

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

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

2.3 The Customer shall use Credit Card auto pay to settle monthly fee during the Term.

**3) Credit offer**

Credit offer Credit amount and payment method
Total Credit Amount of \$4988 tariff bonus, over 24 months (\$208 x 23 months + \$204 x 24 <sup>th</sup> month)

3.1 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.

- 3.2 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.
- 3.3 The Credit Amount cannot be exchanged for cash.
- 3.4 The Company shall not be under any obligation to pay any interest to the Customer on the Credit Amount.
- 3.5 The Customer shall not be entitled to the Credit Amount or any balance thereof and the free services specified above and pay the Company liquidated damages (which is equivalent to the sum of the monthly fee of applicable Service Plan multiply by the remaining months of the Term) 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 above (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 enjoys special handset offer ; or
  - d) if the Customer changes the mobile telephone number;
  - e) if the Customer changes the registered name for the mobile telephone number;

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

- 4.1 The data usage applies to local use only. Standard roaming data charge applies during roaming. The data usage includes Internet browsing, watching videos on the Internet, file upload/download, VoIP, instant messaging and local access from PC using mobile phone as a modem or using mobile phone as Wi-Fi hotspot to share the connection with others, but not applicable to BlackBerry handsets.
- 4.2 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.
- 4.3 The Data Services shall not be used under any one of the following circumstances, including but without limitation (i) using the Data Services in any manner which adversely affects the Company's ability to provide, complete or maintain the level or quality of its network or other services; and (ii) in any manner which is designed to unfairly exploit the usage or to cause loss or damage to the Company such as using the Data Services for commercial purposes or reselling the Data Services.
- 4.4 To ensure the system resources of the Company's telecommunications network (“Network”) is equitably allocated amongst users of the Data Services, the Company may monitor the Customer's usage of the Data Services. If the Customer fails to comply with any of the prohibitions specified in Clause 4.2 or Clause 4.3; or upon the occurrence of any one or more of the circumstances specified in Clause 4.2 or Clause 4.3; or if in the reasonable opinion of the Company, the Customer's use of the Data Services is excessive or unreasonable or adversely effects the Company's ability to provide, complete or maintain the level or quality of its Network or other services or to cause loss or damage to the Company, the Company may forthwith take such steps it considers reasonably necessary or appropriate including but not limited to restricting or limiting the throughput or amount of data transferred, suspending or terminating the Data Services to the Customer without notice. The Company also reserves the right to charge the Customer for any excessive usage of the Data Services at a rate specified by the Company.