

**Terms & Conditions T&C-T036**  
**Contract Term and Bonus For \$238 Integrated Voice and Data Plan**  
**SIM Only Subscription**



**1) Term**

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 Service Plan specified in the Sales and Services Agreement during the Term.

2.2 Offer detail

Monthly fee	Credit offer	Credit Amount
\$238 (3GBL)	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

**3) Offer Terms and Conditions:**

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 upon the occurrence of any of the following events before the expiry of the Term:

- a) if the Customer changes the specified SIM Only \$238 Integrated Voice & Data Plan; or
- b) if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
- c) if the mobile telephone service is terminated/disconnected for whatever reason.

3.6 The Customer shall pay the Company liquidated damages (HK\$500) 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 Sales and Services Agreement or (ii) 2G Service Plan or (iii) PayGo Service Plan or (iv) IC2N Service plan; or
- b) if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
- c) if the mobile telephone service is terminated/disconnected for whatever reason.

3.7 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 such services at the prevailing monthly fee after the expiry of the Term.

**4) Data Services for Integrated Voice and Data Plan ("the Data Services"):**

4.1 The data usage applies to local use only. Standard roaming data charge applies during roaming. The data usage is not applicable to BlackBerry handsets unless Customer subscribes to the specified Blackberry service plan.

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.

## **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.