

Terms & Conditions T&C-T043
Contract Term & Bonus For 3G Price plan - \$51 SIM Only Subscription
[12-month Contract]

SmarTone

1) Contract Term

The contract term ("Term") is specified in the Sales and Services Agreement and start from the service effective date.

2) Service Plan and Offer Details:

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

- Service Plan specified in the Sales and Services Agreement
- service(s) specified in the "Terms & Conditions" in Company's web site

2.2 Credit bonus offer

Credit amount and payment method
<ul style="list-style-type: none">- Total Credit Amount of \$60 tariff bonus, over 12 months (\$5 x 12 months)- Total Credit Amount of \$144 administration fee, over 12 months (\$12 x 12 months)- Extra 500 free basic voice call minutes for 12 months- Free WhatsApp data usage for 12 months- Total Credit Amount of \$56 tariff bonus for "4 @ a time" subscription (\$56 x 1 month) (if applicable)

2.3 "4 @ a time" subscription offer (if applicable):

A new customer can recommend ("Recommending Customer") another 3 or more new customers ("Recommended Customer") to subscribe to the Company's designated service plan within 30 days from the Recommending Customer's own subscription service activation date. The Recommending Customer's service number and each of the Recommended Customer's service number will receive one month of monthly fee waiver once in the 13th month. The rebate amount will be equal to the monthly fee of the Service Plan first subscribed by the Recommending Customer or the Recommended Customer (excluding other monthly fee for the mobile telephone 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, extra free basic voice call minutes, specified extra data usage (if applicable) 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 Sales and Services Agreement or (ii) non-specified service plan in the Sales and Services Agreement; or
- b) if the Customer enjoys special handset offer ; 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 to the mobile telephone number is terminated/disconnected for whatever reason.

3.6 The Recommending Customer or each of the Recommended Customer shall not be entitled to the one-month monthly fee waiver upon the occurrence of any of the following events before the expiry of the Term (if applicable):

- 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) PayGo 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 to the mobile telephone number is terminated/disconnected for whatever reason.

3.7 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 a monthly fee equal to or below the Service Plan amount specified in the Sales and Services Agreement or (ii) PayGo 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 to the mobile telephone number is terminated/disconnected for whatever reason.

3.8 Free WhatsApp data usage during the Term applies to local use only. This includes sending and receiving messages, images, and videos and excludes "Share Location". WhatsApp offer is not applicable to customers using BlackBerry Handset. WhatsApp service provider may charge a fee for WhatsApp multimedia messaging. To avoid data charges when roaming, please use WhatsApp with a Wi-Fi connection.

4) Data Services for 3G Price Plan (“the Data Services”):

4.1 The data usage applies to local use only. Additional data usage charge is \$10/5MB, usage is rounded up to the nearest 5MB, maximum charge is \$680 per month. 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.