

Terms & Conditions T&C- T072
Contract Term & Bonus For iPhone rebate offer



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 following applicable Service Plan and services during the Term:

- a) the Service Plan specified in the Sales and Services Agreement 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 (after deduction of any rebate) of such Selected Services is equal to or above the amount specified in the Sales and Services Agreement (if applicable).

2.2 Offer detail

Credit offer	Credit Amount
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

2.3 Free services under the Service Plan are only available during the Term. These free services cannot be exchanged for other services.

3) Free 30 minutes of IDD (If applicable) :

3.1 Free 30 minutes of IDD is only available during the Term, and the IDD minutes only apply to voice calls made by 001IDD in Hong Kong to the fixed and mobile numbers in the following 10 destinations: China, USA, Canada, Australia, UK, Taiwan, Singapore, Japan, Macau and Malaysia. Voice calls made to infoline numbers and satellite numbers in these destinations are excluded. Any balance of unused free IDD minute(s) cannot be carried forwarded and will be forfeited on the bill date. Free IDD minutes will be given on pro-rata basis from service activation date to 1st bill date, and free 30 minutes IDD will be given in the following bills. If the Customer changes to other payment methods which is not autopay, the Company shall automatically terminate the IDD service to the Customer without prior notice.

4) Cloud Storage Manager (Basic) / Street View To Go (If applicable) :

4.1 Cloud Storage Manager (Basic) is applicable for mobile network and Wi-Fi. Street View To Go is available on the Company's mobile network.

4.2 Download and use of this service will incur data charge. Local data will be deducted from the Service Plan, whichever is applicable. Standard roaming data charges will apply while using this service abroad. If the customer has applied for a Roaming Data Pack, data will be deducted from the plan.

4.3 For service details, please refer to T&C-V028 / T&C-V029 published at smartone.com

5) Credit Offer:

5.1 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.

5.2 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.

5.3 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.

5.4 The Credit Amount cannot be exchanged for cash.

5.5 The Company shall not be under any obligation to pay any interest to the Customer on the Credit Amount.

- 5.6 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 (HK\$500) upon the occurrence of any of the following events before the expiry of the Term:
- a) if the Customer changes to a non-specified service plan in the Sales & Services Agreement; or
 - b) if the Customer cancels or changes any of the Selected Services resulting in the aggregate monthly fee (after deduction of any rebate) of the Selected Services to be below the amount specified in the Sales and Services Agreement ; or
 - c) if the Customer changes the mobile telephone number;
 - d) if the Customer changes the registered name for the mobile telephone number;

6) Data Services for Service Plan (“the Data Services”):

- 6.1 4G is only available with compatible phones and SIM cards.
- 6.2 The data usage included applies to local use only. Standard roaming data charge applies during roaming.
- 6.3 Users of Blackberry 7 OS and earlier version need to subscribe to the specified Blackberry service plan for the data usage.
- 6.4 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.

7) Fair Usage Policy:

- 7.1 The following terms and conditions apply to telecommunication services (“Services”) provided by SmarTone Mobile Communications Limited (“the Company”).
- e) The Company will ensure the system resources of the Company’s telecommunications network (“Network”) is equitably allocated amongst users (“Users”) of the Services.
 - f) Customer who has reached the monthly local data fair usage level specified by the Company can still continue to use the Service. However, the customer may have lower network access priority for the remainder of the billing period. Data access speed (upload and download) will not be restricted to less than 128kbps.