



Terms & Conditions T&C 06F

(Fixed Term Contract / Bonus Offer)

Fixed Term Contract

Customer shall pay the Company liquidated damages specified in the Sales & Services Agreement upon the occurrence of any of

the following events before the expiry of the Term (as specified in the Sales and Services Agreement):

- if the Customer changes the mobile telephone number;
- if the Customer changes the registered name for the mobile telephone number/ 1638 IDD;
- if the Customer changes the selected Service Plan (other than the Service Plan as specified in Sales & Services Agreement);
- if the Customer cancels the service* ;
- if the mobile telephone service to the mobile telephone number is terminated/disconnected for whatever reason.

* The customer shall use below service(s) during the Term.

... \$188 high usage 3G Data Plan

... \$338 high usage 3G Data Plan

... \$488 unlimited usage 3G Data Plan

Rebate Offer

Applicable Plan: \$_____or above tariff plan (... 3G Plan only)

Credit Amount and Payment Method:

Offer	Handset	Credit Arrangement	
MNP Bonus (For MNP only)		Total Credit Amount \$ _____ , over _____ months (\$ _____ x _____ month) + (\$ _____ x _____ month)	... 1st monthly bill after the date of activation of the mobile phone ... Starting from monthly bill of _____
Trade in Bonus (For Trade in Only)		Total Credit Amount \$ _____ , over _____ _____ months (\$ _____ x _____ month) + (\$ _____ _____ x _____ month)	... 1st monthly bill after the date of activation of the mobile phone ... Starting from monthly bill of _____
Service Rebate		Total Credit Amount \$ _____ , over _____ _____ months (\$ _____ x _____ month) + (\$ _____ _____ x _____ month)	... 1st monthly bill after the date of activation of the mobile phone ... Starting from monthly bill of _____
Monthly Plan Rebate		Total Credit Amount \$ _____ , over _____ _____ months (\$ _____ x _____ month) + (\$ _____ _____ x _____ month)	... 1st monthly bill after the date of activation of the mobile phone ... Starting from monthly bill of _____

1. If, on the date of this Sales & 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 & 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.

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. The Credit Amount cannot be exchanged for cash.

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

5. The Customer shall not be entitled to the Credit Amount or any balance thereof and pay the Company liquidated damages specified upon the occurrence of any of the following events before the expiry of the Term (as specified in the Sales and Services Agreement):

- if the Customer changes the mobile telephone number;
- if the Customer changes the registered name for the mobile telephone number/ 1638IDD;
- if the Customer changes the selected Service Plan (other than the SmarTone Service Plan as specified in Sales & Services Agreement);
- if the Customer cancels the service* ;
- if the mobile telephone service to the mobile telephone number is terminated/disconnected for whatever reason.

6. Without prejudice to the other terms and conditions for the warranty of the mobile telephone, the warranty will be void if the SIM lock is altered or tampered with by any person other than by the Company. The Company may at the Customer's request carry out maintenance services to the mobile telephone which is not covered by the warranty but subject to the Customer paying HK\$2,000 (which is subject to change from time to time) for such services.



7. For the referral offer, the offer provided will only take effect when the mobile telephone numbers of both the referrer and referral are ported in successfully. Otherwise, the Customer shall not be entitled to the Credit Amount or any balance thereof.