

**Terms & Conditions T&C 06F20 (Fixed Term Contract Offer for BlackBerry Handset offer)**



Date: \_\_\_\_\_ Sales Agreement No.: \_\_\_\_\_ A/C No.: \_\_\_\_\_

Registered Name: \_\_\_\_\_ Mobile No.: \_\_\_\_\_

**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 to PayGo, ValueTalk, or 1 Card 2 Numbers;
- 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\* / payment method specified in the related offer (if applicable^);
- if the mobile telephone service to the mobile telephone number is terminated/disconnected for whatever reason.

\* The customer shall use specified BlackBerry plan during the Term.

- \$198 BlackBerry local plan (BISD1)
- \$728 BlackBerry China roaming plan (BISD4)
- \$398 BlackBerry local plan (BISD2)
- \$1088 BlackBerry International roaming plan (BISD5)
- \$588 BlackBerry local plan (BISD3)

The Customer shall use Credit Card Auto pay to settle the monthly fee during the Term

**Rebate Offer**

Credit Amount and Payment Method:

Handset	Offer	Credit Arrangement	
	<input type="checkbox"/> Prepayment Rebate	Total Credit Amount \$  __   __   __   __, over  __   __  months (\$ __   __   __  x  __   __  month) + (\$ __   __   __  x  __   __  month)	<input type="checkbox"/> 1st monthly bill after the date of activation of the mobile phone <input type="checkbox"/> Starting from monthly bill of ___ / ___ (dd / mm)
	<input type="checkbox"/> Extra free basic minutes	Extra _____ free basic voice call minutes for _____ months	Date of activation of the mobile phone

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 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 to monthly plan or service bundle which is not specified above or;
  - if the Customer changes to PayGo, ValueTalk, or 1 Card 2 Numbers;
  - 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\$2000 (which is subject to change from time to time) for such services.
7. If the Customer requests the SIM lock which is pre-set by the Company to be unlocked before the expiry of the Term (as specified in the Sales and Services Agreement), the Customer shall pay the Company an administration fee. This amount shall be refunded to the Customer provided the Customer uses the Company's mobile telephone services until the expiry of the Term. However, the Company will not unlock the SIM lock for the Customer if prior to the Customer's request to SmarTone, the SIM lock has already been altered or tampered by other unauthorized person(s).
8. The Company shall not guarantee the data service provision or connectivity if the Customer cancels BlackBerry service for the BlackBerry device.