

**Terms & Conditions T&C 06M  
(Contract Term & Rebate Offer for New 2G Customers)**



**Date:** \_\_\_\_\_ **Sales Agreement No:** \_\_\_\_\_

Mobile No.: \_\_\_\_\_ A/C No.: \_\_\_\_\_ Customer Name \_\_\_\_\_

**1) Term**

The Customer is required to subscribe to the 2G Service Plan for **15 months** from the service effective date. ('Term')

**2) Rebate Offer for new 2G customers**

Applicable Plan: **2G \$68** service plan only  
Credit Amount and Payment Method:

Offer	Offer details	
<input type="checkbox"/> New Customer Tariff Rebate (without autopay)	<b>Credit Arrangement:</b> Credit Amount <b>\$180 bonus</b> will be credited back to customers over <b>15 months</b> . The rebate amount is \$12/month.	1st monthly bill after the date of activation of the mobile phone / start of autopay service
<input type="checkbox"/> New Customer Tariff Rebate (with autopay)	<b>Credit Arrangement:</b> Credit Amount <b>\$255 bonus</b> will be credited back to customers over <b>15 months</b> . The rebate amount is \$17/month.	
Free service	15 month \$12 SmarTone <i>iN!</i> service	

- 2.1 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.
- 2.2 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.
- 2.3 The Credit Amount cannot be exchanged for cash.
- 2.4 The Company shall not be under any obligation to pay any interest to the Customer on the Credit Amount.
- 2.5 The Customer shall not be entitled to the Credit Amount or any balance thereof:
  - if the Customer changes the mobile telephone number / the registered name for the mobile telephone number;
  - if the Customer changes to IC2N service plan;
  - if the Customer changes to below 2G \$68 service plan or PayGo Service Plan;
  - if the Customer enjoys special handset offer or;
  - if the mobile telephone service to the mobile telephone number is terminated/disconnected for whatever reason.
- 2.6 The Customer shall not be entitled to the free service thereof:
  - if the Customer changes the mobile telephone number / the registered name for the mobile telephone number;
  - if the Customer changes to IC2N service plan;
  - if the Customer changes to below 2G \$68 service plan or PayGo Service Plan;
  - if the mobile telephone service to the mobile telephone number is terminated/disconnected for whatever reason.
- 2.7 If the Customer changes to a non-autopay payment method within the Term, the New Customer Tariff Rebate (with autopay) will cease to be payable to the Customer.
- 2.8 The Customer shall pay the Company liquidated damages (HK\$300) upon the occurrence of any of the following events before the expiry of the Term:
  - if the Customer changes the mobile telephone number / the registered name for the mobile telephone number;
  - if the mobile telephone service to the mobile telephone number is terminated/disconnected for whatever reason.
- 2.9 If the Customer does not notify the Company of termination of the Free Services specified above prior to the expiry of the free period, the Company shall automatically charge the Customer for the Free Services specified above at the prevailing monthly fee after the expiry of the free service period.

\_\_\_\_\_  
Customer Signature / Company Chop

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SmarTone Mobile Communications Limited /  
Dealer's Authorized Signature / Company Chop