

**Terms & Conditions T&C 16A
(Contract Term & Rebate Offer for PayGo Contract Plan)**

SmarTone

Date: _____ Sales Agreement No: _____

Mobile No.: _____ A/C No.: _____ Customer Name: _____

1. Term

The Customer is required to subscribe to the PayGo Contract Plan for 12 months from the service effective date. ('Term')

2. Rebate Offer for PayGo Contract Plan subscription

Applicable Plan: PayGo Contract Plan only

Credit Amount and Payment Method:

Offer	Credit Arrangement	
Intra SMS Plan (For new customer)	Free Intra SMS Plan for 12 months (original monthly fee: \$8)	1st month after the date of activation of the mobile phone
Tariff Bonus (For new customer)	Total Credit Amount \$720, over 12 months (\$ 60 x 12 months)	1st month after the date of activation of the mobile phone
Bonus Minutes (For MNP only)	Basic 600 minutes x 12 months	1st month after the date of activation of the mobile phone

- 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, intra SMS plan or bonus minutes:
 - if the Customer changes the mobile telephone number / the registered name for the mobile telephone number;
 - if the Customer changes to monthly plan which is not specified above or;
 - if the mobile telephone service to the mobile telephone number is terminated/disconnected for whatever reason.
- 2.6 The Customer shall pay the Company liquidated damages (HK\$600) upon the occurrence of any of the following events before the expiry of the Term:
 - if the Customer changes to a service plan not specified above or below the Company's \$128 3G Service Plan
 - 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.
- 2.7 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.

3. Internet on Mobile bundle (applicable to the service subscriber)

- 3.1 For Internet on Mobile subscribers, internet browsing service will be suspended when the Customer's usage on a particular day is over 20MB. Usage is counted on a per day basis, and any unused MB cannot be carried over to next day. Cut off time is 00.00 each day.
- 3.2 Subscription of PayGo Contract Plan is a pre-condition for subscription of Internet Browsing Daily Plan.
- 3.3 Customer agrees to the attached Fair Usage Policy.
- 3.4 Daily fee does not include any file upload or download usage. It covers local (Hong Kong) usage only. Standard roaming data charge applies during roaming.

Customer Signature / Company Chop

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