

Terms & Conditions T&C-D003
Smartphone Contract Term & Bonus

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 (not applicable to SIM Only service plan); 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 of such Selected Services is equal to or above the amount specified in the Sales and Services Agreement (if applicable).

3) Rebate Offer

- 3.1 Credit Amount to be rebated to the Customer varies according to the handset model and monthly plan selected by the Customer and will be credited to the Customer during the Term according to the credit arrangement specified in the Sales and Services Agreement.
- 3.2 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.
- 3.3 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.
- 3.4 The Credit Amount cannot be exchanged for cash.
- 3.5 The Company shall not be under any obligation to pay any interest to the Customer on the Credit Amount.
- 3.6 The Customer shall not be entitled to the Credit Amount or any balance thereof and shall pay the Company liquidated damages specified in the Sales and Services Agreement upon the occurrence of any of the following events before the expiry of the Term:
 - a) if the Customer changes to a (i) service plan (not applicable to SIM Only service plan) with monthly fee equal to or below the Service Plan amount specified in the Sales and Services Agreement or (ii) 2G Service Plan or (iii) PayGo Service Plan or (iv) IC2N Service plan; or
 - b) if the Customer cancels or changes any of the Selected Services resulting in the aggregate monthly fee 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;
 - e) if the mobile telephone service is terminated/disconnected for whatever reason.

4) SIM Lock

- 4.1 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\$400 (which is subject to change from time to time) for such services.
- 4.2 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 the Company, the SIM lock has already been altered or tampered by other unauthorized person(s).

5) Integrated Voice & Data Plan (“the Data Services”):

- 5.1 The data usage applies to local use only. Standard roaming data charge applies during roaming.
- 5.2 The data usage on Smartphone bundling Integrated Voice & Data Plan applies to mobile phone use only and handset APN setting must be “SmarTone”. The data usage includes Internet browsing, watching videos on the Internet, file upload/download, VoIP and instant messaging. Additional data usage charge is \$10/5MB (if applicable), usage is rounded up to the nearest 5MB, maximum charge is \$298 per month. \$0.06/KB for data access from PC using mobile phone as a modem or using “SmarTone Broadband” (Internet) APN or any other APN, and maximum charge is \$898 per month.
- 5.3 The data usage is not applicable to BlackBerry handsets (unless Customer subscribes to specified BlackBerry email service plan or service offer.), in which case \$0.03/KB will be charged and maximum charge is \$898 per month.
- 5.4 The Customer agrees to and shall comply with the following Fair Usage Policy in the use of the Data Services:
 - a) The Company may monitor the Customer usage of the Data Services.
 - b) 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 for such data usage.
 - c) The Data Services shall not be used under any one of the following circumstances, including but without limitation (i) using the Data Services in any manner which adversely affects the Company’s ability to provide, complete or maintain the level or quality of its network or other services; and (ii) in any manner which is designed to unfairly exploit the usage or to cause loss or damage to the Company such as using the Data Services for commercial purposes or reselling the Data Services.
 - d) If the Customer fails to comply with any of the prohibitions specified above or if in the reasonable opinion of the Company, the Customer’s use of the Data Services is excessive or unreasonable, the Company may ask the Customer to moderate the usage. If the Customer fails to do so, the Company reserves the right to charge the Customer for the excessive usage at a rate specified by the Company, or suspend or terminate the Data Services, or the Company may take any steps it considers reasonably necessary or appropriate forthwith without notice.