

**Terms & Conditions T&C-D020B**  
**iPhone Contract Term**



**1) Term:**

iPhone Contract Term = The term specified in the Sales and Service Agreement and starts from the service effective date.  
 Previous Contract Term = on the date of this Sales and Services Agreement, the Customer already signed a fixed term contract.  
 Term = Outstanding months under unexpired Previous Contract Term + iPhone Contract Term (if applicable).

**2) Service Plan**

2.1 The Customer shall use the following applicable Service Plan specified in the Sales and Services Agreement during the Term:

Monthly Service Plan	Local Data Usage	Voice Minutes		Free picturemail / moviemail	Free Services during the Term (full credit back during the Term)	Free Value Added Services
		Basic	Intra			
iPhone \$138 Monthly Plan	150MB (thereafter \$40/200MB, price ceiling at \$880)	800	600	--	Wi-Fi Service Plan* (Original price: \$60 / month)	<ul style="list-style-type: none"> <li>• Intra SMS</li> <li>• voice mail, call forwarding, caller number display, call waiting and conference call</li> </ul>
iPhone \$248 Monthly Plan	500MB (thereafter \$40/200MB, price ceiling at \$880)	1200	900	20		
iPhone \$398 Monthly Plan	Unlimited	2400	1500	40		

\*Customer is required to register for Wi-Fi service

2.2 If the Customer does not notify the Company of termination of the free services specified above prior to the expiry of the Term, the Company shall automatically charge the Customer for the free services specified above at the prevailing monthly fee after the expiry of the Term.

2.3 The Customer shall not be entitled to the free services specified above 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 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 subscribes to other special offers, including handset or fixed term contract service plan; or
- c) if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
- d) if the mobile telephone service is terminated/disconnected for whatever reason.

**3) Liquidated Damages**

**3.1 Liquidated Damages under iPhone Contract Term**

The Customer shall pay the Company liquidated damages (which is specified in the Sales and Service Agreement) upon the occurrence of any of the following events before the expiry of the iPhone Contract Term:

- a) if the Customer changes to a (i) 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 changes the mobile telephone number / the registered name for the mobile telephone number; or
- c) if the mobile telephone service is terminated/disconnected for whatever reason.

**3.2 Liquidated Damages under Term (i.e. Outstanding months under unexpired Previous Contract Term + iPhone Contract Term)**

3.2.1 (Where applicable) The Customer shall pay the Company liquidated damages (which is specified in the Sales and Service Agreement) upon occurrence of any of the following events on or before the expiry date of the unexpired Previous Contract Term:

- a) if the Customer changes to a (i) 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 changes the mobile telephone number / the registered name for the mobile telephone number; or
- c) if the mobile telephone service is terminated/disconnected for whatever reason.

3.2.2 (Where applicable) The Customer shall pay the Company liquidated damages (which is specified in the Sales and Service Agreement) upon the occurrence of any of the following events after the expiry of the unexpired Previous Contract Term but before the expiry of the Term:

- a) if the Customer changes to a (i) 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 changes the mobile telephone number / the registered name for the mobile telephone number; or
- c) if the mobile telephone service is terminated/disconnected for whatever reason.

4) 7-day replacement guarantee is not applicable to iPhone. The Customer should bring the faulty handset to SmarTone Customer Centre within the warranty period.

#### **5) Data Services for iPhone Monthly Plan ("Data Services")**

5.1 The data usage included applies to local use only. Standard roaming data charge applies during roaming. The data usage is not applicable to BlackBerry handsets unless Customer subscribes to the specified service plan.

5.2 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.

5.3 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.

5.4 To ensure the system resources of the Company's telecommunications network ("Network") is equitably allocated amongst users ("Users") of the Data Services, the Company may monitor the Customer's usage of the Data Services. If the Customer fails to comply with any of the prohibitions specified in Clause 5.2 or Clause 5.3; or upon the occurrence of any one or more of the circumstances specified in Clause 5.2 or Clause 5.3; or if in the reasonable opinion of the Company, the Customer's use of the Data Services is excessive or unreasonable or adversely effects the Company's ability to provide, complete or maintain the level or quality of its Network or other services to the Users or to cause loss or damage to the Company, the Company may forthwith take such steps it considers reasonably necessary or appropriate including but not limited to restricting or limiting the throughput or amount of data transferred, suspending or terminating the Data Services to the Customer without notice.