

**Terms & Conditions T&C V005
(Mobile MSN monthly plan)**



The Customer is required to comply with the Terms and Conditions of Mobile MSN Contract Plan. Please read user guideline and terms and conditions of Mobile MSN at SmarTone iN! before using the service.

1) Term

The contract term ("Term") is 15 months and start from the service effective date.

2) Service Plan

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

Service Plan	Monthly Fee Credit Arrangement	
Mobile MSN contract plan \$30 per month	Total Credit Amount \$90, over 3 months (\$30 x 3 month)	1 st , 2 nd and 3 rd monthly bill after the date of activation of service

3) Rebate Offer

- 3.1 Credit Amount will be credited to the Customer according to credit arrangement specified above.
- 3.2 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.
- 3.3 The Credit Amount cannot be exchanged for cash.
- 3.4 The Company shall not be under any obligation to pay any interest to the Customer on the Credit Amount.
- 3.5 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:
 - a) If the Customer terminates the Mobile MSN Contract 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) The Customer shall pay the Company liquidated damages upon the occurrence of any of the following events before the expiry of the Term. Liquidated damages will be equal to the 3 months' monthly fee credit plus monthly fees for the remaining Term:
 - a) If the Customer terminates the Mobile MSN Contract 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

- 5) If the Customer has not informed the Company to terminate the Mobile MSN service before the expiry of the Term, the Company shall automatically charge the Customer for the Mobile MSN service at prevailing rate plan after the expiry of the Term.

- 6) The Company reserves the right to revise the terms and conditions of the Mobile MSN Contract Plan or cancel the offer without prior notice to the Customer. In case of any dispute, the decision of the Company shall be final.