

Terms & Conditions T&C-D126B
Contract Term For Basic Broadband & Voice Plan with Handset
Subscription

SmaTone

1) Contract Term

- 1.1. The Customer shall use the Basic Broadband & Voice Plan with Handset Subscription service for the period specified in the Sales and Services Agreement ("Term"). The Term shall start from the service effective date.
- Previous Contract Term = on the date of this Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement), the Customer already signed a fixed term contract.
 - Term = Outstanding months under unexpired Previous Contract Term + Handset Contract Term (if applicable).

2) Service Plan and Offer Details:

- 2.1 The Customer shall use the Service Plan specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) during the Term.
- 2.2. The Service Plan is charged on a monthly basis. The monthly charges for the first month will be charged on a pro-rata basis from the service effective date to the first bill date. The monthly charges are payable in advance and non-refundable under whatever circumstances.
- 2.3. Unless otherwise specified by the Customer, the Basic Broadband & Voice Plan with Handset Subscription service will continue to be provided to the Customer after the expiry of the Term and such service will be charged at the same Monthly Service Plan that is chargeable to the Customer on the expiry date of the Term.
- 2.4. Service Plan is only applicable to phone usage (except for 2G phones or any phones which have manually opted for 2G network), but not applicable to any Internet devices (including but not limited to iPad/ tablets/ BlackBerry Smartphones with BlackBerry 7 OS and earlier versions).

3) Contract Bonus (if applicable):

- 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 (or Supplemental Agreement to Sales and Services Agreement).
- 3.2. The Credit Amount will be credited to the monthly bill of the Customer's Account. The first Credit Amount will be credited to the 1st monthly bill after the service effective date.
- 3.3. If, on the date of this Sales and Services Agreement (or Supplemental Agreement to 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 (or Supplemental Agreement to 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.
- 3.4. 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.
- 3.5. The Credit Amount cannot be exchanged for cash.
- 3.6. The Company shall not be under any obligation to pay any interest to the Customer on the Credit Amount.
- 3.7. 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 (or Supplemental Agreement to 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 with a monthly fee equal to or below the Service Plan amount specified in the Sales & Services Agreement or (ii) 2G Service Plan or (iii) 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 to the mobile telephone number is terminated/disconnected for whatever reason.

4) Liquidated Damages

4.1 Liquidated Damages under Handset Contract Term

The Customer shall pay the Company liquidated damages (which is specified in the Sales and Services Agreement or Supplemental Agreement to Sales and Services Agreement) upon the occurrence of any of the following events before the expiry of the Handset 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 Supplemental Agreement to Sales and Services Agreement) or (ii) 2G Service Plan or (iii) 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; or
- d) if at the request of the Customer or for whatever reason caused by the Customer, the mobile telephone services cannot be activated within 90 days from the date of the Sales and Services Agreement.

4.2 Liquidated Damages under Term (i.e. Outstanding months under unexpired Previous Contract Term + Handset Contract Term)

4.2.1 (Where applicable) The Customer shall pay the Company liquidated damages (which is specified in the Sales and Services Agreement or Supplemental Agreement to Sales and Services 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 Supplemental Agreement to Sales and Services Agreement) or (ii) 2G Service Plan or (iii) 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; or
- d) if at the request of the Customer or for whatever reason caused by the Customer, the mobile telephone services cannot be activated within 90 days from the date of the Sales and Services Agreement

4.2.2 (Where applicable) The Customer shall pay the Company liquidated damages (which is specified in the Sales and Services Agreement or Supplemental Agreement to Sales and Services 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 Supplemental Agreement to Sales and Services Agreement) or (ii) 2G Service Plan or (iii) 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; or
- d) if at the request of the Customer or for whatever reason caused by the Customer, the mobile telephone services cannot be activated within 90 days from the date of the Sales and Services Agreement.

5) Data Services for Price Plan (“the Data Services”):

5.1 Unlimited local data usage of this plan is at up to 384kbps

5.2 The data usage applies to local (Hong Kong) use only. Standard roaming data charge applies during roaming.

5.3 The data usage applies to mobile phone use only (excluding 2G phone, BlackBerry smartphones with BlackBerry 7 OS and earlier versions, iPad and tablets) and handset APN setting must be “SmarTone”. Data is not available for sharing internet function via mobile phone (including tethering & Personal hotspot) and peer-to-peer applications (including BitTorrent).

5.4 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 account managers 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.