

Terms & Conditions T&C 06B05
(Contract Term for \$398 / \$438 3G Integrated Data Combo
– for Selected Smartphone Customer)



Date: _____ Sales Agreement No.: _____ A/C No.: _____

Registered Name: _____ Mobile No.: _____

Customer shall use the service below starting from the Service Effective Date and agree to accept the 'Terms & Conditions T&C 06B05'.

1) Service Plan and Offer Details:

Applicable Plan: 3G \$398 Integrated Data Combo (3GDK) / 3G \$438 Integrated Data Combo (3GDK)

1.1 Contract term ('Term'): 24 months from the service effective date.

1.2 Credit Amount and Payment Method:

Offer		Credit Arrangement	Liquidated damages (HK\$)
<input type="checkbox"/>	\$398 Monthly Plan Tariff bonus	• Total Credit Amount of \$5388 tariff bonus, over 24 months (\$225 x 23 months & \$213 x 1 month)	\$1000 (LDJ24F1000)
<input type="checkbox"/>	\$438 Monthly Plan Tariff bonus	• Total Credit Amount of \$6288 tariff bonus, over 24 months (\$262 x 24 months)	\$1000 (LDJ24F1000)

1.3 The Customer shall use the following services during the Term.

- | | | |
|---|---|--|
| <input type="checkbox"/> News | <input type="checkbox"/> In-Play Strategy | <input type="checkbox"/> FoneTV Basic Pack + HD Wide |
| <input type="checkbox"/> PLUS monthly plan | <input type="checkbox"/> Bet to Win Race Analysis | <input type="checkbox"/> FoneTV Basic Pack+Music NowTV |
| <input type="checkbox"/> Connecting tone channel-Basic plan | <input type="checkbox"/> Horse Racing Premium Package | <input type="checkbox"/> FoneTV Basic Pack+Animax |
| <input type="checkbox"/> Connecting tone channel-Premium plan | <input type="checkbox"/> All Sports Express | <input type="checkbox"/> FoneTV Basic Pack+Entertainment |
| <input type="checkbox"/> My connecting tone + | <input type="checkbox"/> Traveller | <input type="checkbox"/> FoneTV Basic Pack+E! |
| <input type="checkbox"/> Changing the connecting tone | <input type="checkbox"/> SMS Package | <input type="checkbox"/> FoneTV Basic Pack+Japan AV |
| <input type="checkbox"/> Connecting tone premium plan | <input type="checkbox"/> HD Wide | <input type="checkbox"/> FoneTV Basic Pack+Uniformania |
| <input type="checkbox"/> Mobile Email (POP3) Package | | |

2) Offer Terms and Conditions:

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 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
- if the Customer disconnects the selected Service; or
- if the Customer enjoys special handset offer ; or
- if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; 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\$1000) upon the occurrence of any of the following events before the expiry of the Term:

- if the Customer changes to a service plan with an amount below the Service Plan specified above or PayGo Service Plan or IC2N Service plan; or
- if the Customer disconnects the selected Service; or
- if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
- if the mobile telephone service to the mobile telephone number is terminated/disconnected for whatever reason.

3) 3G Integrated Data Combo (“The Services”):

The data usage applies to local use only. Standard roaming data charge applies during roaming.

The Services are not applicable to BlackBerry handsets.

The data usage 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.

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. **\$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.** Standard roaming data charge applies during roaming.

The Customer must use the Services with settings (including but not limited to the APN setting) 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 Services, the Company has the right to forthwith suspend / terminate the Services without notice. Also the Company has the right to charge the Customer use of the Services at the Company’s prevailing rate for such data usage.

The Services shall not be used under any one of the following circumstances, including but without limitation (i) using the 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 Services for commercial purposes or reselling the Services.

If the Customer is in breach of any of the prohibited use specified above, the Company has the right to forthwith suspend / terminate the Services without notice. Also, the Company has the right to charge the Customer for breach of the prohibited use at the Company’s prevailing rate for such data usage.

Customer Signature / Company Chop

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