

**Terms & Conditions T&C-D005
iPhone Contract Term & Bonus**



1) Term:

iPhone Contract Term = 24 months
 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 (3GIA)	100MB	800	600	--	<ul style="list-style-type: none"> • Wi-Fi Service Plan* (Original price: \$60 / month) • FoneTV E! or Entertainment Channel (Original price: \$25 / month) 	<ul style="list-style-type: none"> • Intra SMS • voice mail, call forwarding, caller number display, call waiting and conference call • HD Wide (for iPhone \$398 Monthly Plan only)
iPhone \$248 Monthly Plan (3GIB)	500MB	1200	900	20		
iPhone \$398 Monthly Plan (3GIC)	Unlimited	2400	1500	40		

*Customer is required to register for Wi-Fi service

2.2 The Customer shall use any of services ("Selected Services") specified in the Company's web "Terms & Conditions" relating to this offer during the Term and the aggregate total service monthly fee of such Selected Services is equal to or above the amount specified in the Sales and Service Agreement.

2.3 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.

3) Rebate offer

3.1 Credit Amount to be related 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 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 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 subscribes to other special offers, including handset or fixed term contract service plan; or
- d) if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
- e) if the mobile telephone service is terminated/disconnected for whatever reason.

4) Liquidated Damages

4.1 Liquidated Damages under iPhone Contract Term

The Customer shall pay the Company liquidated damages (which is equivalent to the sum of the monthly fee of applicable Service Plan multiply by the remaining months of the iPhone Contract Term) 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 cancels or changes any of the Selected Services resulting in the aggregate monthly fee of the Services to be below the amount specified in the Sales and Services Agreement; 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.

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

4.2.1 (Where applicable) The Customer shall pay the Company liquidated damages (which is equivalent to the sum of monthly fee of applicable Service Plan multiply by 24) 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 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 / the registered name for the mobile telephone number; or
- d) if the mobile telephone service is terminated/disconnected for whatever reason.

4.2.2 (Where applicable) The Customer shall pay the Company liquidated damages (which is equivalent to the sum of the monthly fee of applicable Service Plan multiply by the remaining months of the Term) 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 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 / the registered name for the mobile telephone number; or
- d) if the mobile telephone service is terminated/disconnected for whatever reason.

5) 7-day replacement guarantee is not applicable to iPhone. The Customer should bring the faulty handset to SmarTone Customer Centre within the warranty period.

6) Data Services for iPhone Monthly Plan (“Data Services”)

6.1 Thereafter local data usage charge is \$10/5MB, usage is rounded up to the nearest 5MB, and maximum charge is \$298 per month. The data usage included applies to local use only. Standard roaming data charge applies during roaming. The data usage includes Internet browsing, watching videos on the Internet, file upload/download, VoIP, instant messaging and local access from PC using mobile phone as a modem, but not applicable to BlackBerry handsets, in which case \$0.03/KB will be charged.

6.2 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.