

Terms & Conditions T&C-D233
Selected Customer Price – Fixed Term Contract

1) Term:

The contract term is specified in the Sales and Services Agreement for a period of 12 months (“Term”) effective from the signing of this Agreement.

2) Offer Terms and Conditions:

- a. “Selected Customer Price” is only applicable to SmarTone postpaid mobile service customer or Home 5G Broadband Service customer (Offer only available in-store for 5G Broadband Service customer).
- b. Upon the signing of this Agreement, the Customer can immediately purchase a designated handset / tablet / smart wearable / accessory at the “Selected Customer Price”.
- c. The Customer must purchase the designated handset / tablet / smart wearable / accessory at the “Selected Customer Price” at the time of signing this Agreement.
- d. The Customer is entitled to purchase at most 5 handsets / tablets (including up to 2 iPhone); and 5 smart wearables / accessories at the “Selected Customer Price” during the Term. The Customer must sign a separate Sales and Services Agreement for the purchase of each handset / tablet / smart wearable / accessory.
- e. The “Selected Customer Price” is subject to change from time to time. Please visit the Company’s website for details.
- f. The above offer cannot be used in conjunction with other offers.
- g. Customer who registers the designated Home 5G Broadband Service Plan and purchases designated handset / tablet / smart wearable / accessory at “Selected Customer Price” is not entitled to 7-day Trial & Return Guarantee period of Home 5G Broadband.

3) Liquidated Damages:

The Customer shall pay the Company the liquidated damages (i.e. HK\$1000) upon the occurrence of any of the following events before the expiry of the Term:

- a. if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
- b. if the mobile telephone service / Home 5G Broadband Service is terminated/disconnected for whatever reason; or
- c. 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) Amendment:

The Company may at any time amend any of these Terms and Conditions by giving written or electronic notice to you to that effect which could be in form of letter, email message, short messages, voice messages, advertisements, post, or promotion published on the Company’s website or social media.