

Terms & Conditions T&C-T061
Contract Term For Basic 3G Price Plan (for Credit Card Autopay)

SmarTone

1) Contract Term

The contract term ("Term") is specified in the Sales and Services Agreement and start from the service effective date.

2) Service Plan and Offer Details:

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

2.2 Basic 3G price plan (including voice and data service) is only available to 3G handsets (2G handsets are excluded)

3) Offer Terms and Conditions:

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 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) PayGo 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 Customer cancels the credit card autopay
- d) if autopay cannot be processed via the credit card provided by the Customer and the Customer is not able to provide another credit card for autopay.
- e) if the mobile telephone service to the mobile telephone number is terminated/disconnected for whatever reason.

4) Data Services for Basic 3G Price Plan ("the Data Services"):

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

4.2 The data usage applies to mobile phone use only (exclude 2G handset and BlackBerry handset) 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).

4.3 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.