



**Terms & Conditions T&C 06B01  
(Contract Term, Rebate & Service Trial Offer for 3G Customer)**

**1) Term**

The Customer is required to subscribe to the 3G Service Plan and one of the specified Services for 15 months from the service effective date. ('Term')

**2) Rebate Offer for 3G Service Plan subscription and Service Trial**

Applicable Plan: 3G \$128 Service Plan

Applicable Services (select one):

- \$18 FoneTV News / News       \$30 POP3 email plan       \$38 PLUS       \$38 Internet on mobile

Credit Amount and Payment Method:

Offer	Credit Arrangement		Liquidated damages (HK\$)
Activation bonus for new customer	Total Credit Amount \$600, over 15 months (\$ 40 x 15 months)		\$600
Service Trial Offer for new customer	<input type="checkbox"/> FoneTV News / News	Total Credit Amount \$108, over 6 months (\$18 x 6 months)	1st monthly bill after the date of activation of the mobile phone  \$100
	<input type="checkbox"/> POP3 email plan	Total Credit Amount \$180, over 6 months (\$30 x 6 months)	
	<input type="checkbox"/> PLUS	Total Credit Amount \$228, over 6 months (\$38 x 6 months)	
	<input type="checkbox"/> \$38 Internet on mobile	Total Credit Amount \$318, over 15 months (monthly rebate of \$38 during 1 <sup>st</sup> to 6 <sup>th</sup> months and \$10 during 7 <sup>th</sup> to 15 <sup>th</sup> months )	

- 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 for the Free Services 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:
- if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
  - if the Customer changes to the Service Plan not specified above or below 3G \$128 Service Plan; or
  - if the Customer disconnects the selected Service; or
  - if the Customer enjoys special handset offer ; 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 upon the occurrence of any of the following events before the expiry of the Term:
- if the Customer changes to the Service Plan not specified above or below 3G \$128 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. Internet on Mobile bundle (applicable to the service subscriber)**

- 3.1 For Internet on Mobile subscribers, when the Customer's usage is over 20MB per day, the service plan will automatically be upgraded from the \$38 Internet Browsing Plan to the \$78 Internet Browsing Plan with unlimited browsing. A SMS alert will be sent to the Customer's phone. Usage is counted on a per day basis, and any unused MB cannot be carried over to next day. Cut off time is 00.00 each day.
- 3.2 Subscription of Service Plan is a pre-condition for subscription of Internet Browsing Monthly Plan.
- 3.3 Customer agrees to the attached Fair Usage Policy.
- 3.4 Monthly fee does not include any file upload or download usage. It covers local (Hong Kong) usage only. Standard roaming data charge applies during roaming.

Customer Signature / Company Chop

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