

Terms & Conditions T&C-T125B
Contract Term For Basic Broadband & Voice Plan

SmarTone

1) Contract Term

The Customer shall use the Basic Broadband & Voice Plan service for the period specified in the Sales and Services Agreement ("Term"). The Term shall 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 (or Supplemental Agreement to Sales and Services Agreement) during the Term.
- 2.2 The Service Plan is charged on a monthly basis. The monthly charges for the first month will be charged on a pro-rata basis from the service effective date to the first bill date. The monthly charges are payable in advance and non-refundable under whatever circumstances.
- 2.3 Unless otherwise specified by the Customer, the Basic Broadband & Voice Plan service will continue to be provided to the Customer after the expiry of the Term and such service will be charged at the same Monthly Service Plan that is chargeable to the Customer on the expiry date of the Term.
- 2.4 Service Plan is only applicable to phone usage (except for 2G phones or any phones which have manually opted for 2G network), but not applicable to any Internet devices (including but not limited to iPad/ tablets/ BlackBerry Smartphones with BlackBerry 7 OS and earlier versions).

3) Offer Terms and Conditions:

- 3.1 Credit Amount to be rebated to the Customer will be credited to the Customer during the Term according to the credit arrangement specified in the Sales and Services Agreement (or Supplemental Agreement to the Sales and Services Agreement).
- 3.2 The Credit Amount will be credited to the monthly bill of the Customer's Account. The first Credit Amount will be credited to the 1st monthly bill after the service effective date.
- 3.3 The Customer shall pay the Company liquidated damages (which is specified in the Sales and Service 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 monthly fee equal to or below the Service Plan amount specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) or (ii) IC2N Service plan; or
 - b) if the Customer cancels or changes any of the Selected Services resulting in the aggregate monthly fee (after deduction of any rebate) of the Selected Services to be below the amount specified in the Sales and Services Agreement (or Supplemental Agreement to 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; or
 - e) 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) Data Services for Price Plan ("the Data Services"):

- 4.1. Unlimited local data usage of this plan is at up to 384kbps
- 4.2. The data usage applies to local (Hong Kong) use only. Standard roaming data charge applies during roaming.
- 4.3. The data usage applies to mobile phone use only (excluding 2G phone, BlackBerry smartphones with BlackBerry 7 OS and earlier versions, iPad and tablets) 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).
- 4.4. 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 account managers 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.