

Terms & Conditions T&C-T320
Purchase Smartphone/Accessories/protection service with
Additional Service Fee

SmarTone

1) Offer Terms and Conditions:

1.1 Purchase Smartphone/Accessories/Protection service with Additional Service Fee:

- 1.1.1 Only applicable to designated service plan with fixed term contract subscription ("Term"). The Customer must subscribe the designated service plan with payment of additional service fee to purchase the designated smartphone/accessories/protection service.
- 1.1.2 Prepayment of the designated amount is required. The prepayment amount varies according to the designated smartphone model, quantity and service plan selected by the Customer.
- 1.1.3 The available smartphone/accessories/protection service will be updated and amended from time to time. For details, please ask our store assistants or visit our website.
- 1.1.4 Each designated contract subscription is entitled to purchase designated smartphone/accessories/protection service for additional service fee once only.
- 1.1.5 Cannot be used in conjunction with other offers.

2) Credit Amount of Prepayment:

- 2.1 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).
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 The Credit Amount cannot be exchanged for cash.
- 2.6 The Company shall not be under any obligation to pay any interest to the Customer on the Credit Amount.
- 2.7 The Customer shall not be entitled to the Credit Amount or any balance thereof 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 & Services Agreement (or Supplemental Agreement to Sales and Services Agreement) or (ii) non-specified service plan in the Sales & Services Agreement (or Supplemental Agreement to Sales and Services Agreement); 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 enjoys special phone offer; 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.
- f) 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.

3) Liquidated Damages (Applicable to no prepayment required/ waiver of prepayment):

- 3.1 The Customer shall pay the Company liquidated damages (which is equivalent to the sum of the monthly fee of additional service fee multiplied by the remaining months of the Term) upon the occurrence of any of the following events before the expiry of the Term:
- a) if the Customer changes to service plan or additional service that are non-specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement); 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.
 - 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.