

# Terms & Conditions T&C-M015 (Contract Term for Mobile Broadband Plan (Free months))

The following terms and conditions are supplemental to the Sales and Services Agreement and the Company's General Conditions of Services (Please refer to T&C B01, 03-04 published at <http://www.smartone.com>).

## 1) Term

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

## 2) Service Plan

2.1 The Customer shall use the following applicable Service Plan as specified in the Sales and Services Agreement during the Term:

Service Plan	Local Data Usage	Monthly Fee Credit Arrangement	
Mobile Broadband \$188/Month Contract Plan	Unlimited Local Data Usage	Total Credit Amount \$564, over 3 months (\$188 x 3 month)	25 <sup>th</sup> monthly bill after the date of activation of service
Mobile Broadband \$238/Month Contract Plan	Unlimited Local Data Usage	Total Credit Amount \$ 714, over 3 months (\$238 x 3 month)	25 <sup>th</sup> monthly bill after the date of activation of service
Mobile Broadband \$388/Month Contract Plan	Unlimited Local Data Usage	Total Credit Amount \$ 1,164, over3 months (\$388 x 3 month)	25 <sup>th</sup> monthly bill after the date of activation of service

2.2 Unlimited data usage for local usage only. One rate for roaming worldwide: \$0.12/KB.

## 3) Rebate Offer

3.1 Credit Amount to be rebated to the Customer varies according to the device model and monthly plan selected by the Customer and will be credited to the Customer during the Term according to credit arrangement specified above.

3.2 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.

3.3 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.

3.4 The Credit Amount cannot be exchanged for cash.

- 3.5 The Company shall not be under any obligation to pay any interest to the Customer on the Credit Amount.
- 3.6 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 the Mobile Broadband number / the registered name for the Mobile Broadband number; or
  - b) if the Customer changes to a service plan with monthly fee below the Service Plan amount specified in the Sales and Services Agreement; or
  - c) if the Customer disconnects the selected Service; or
  - d) if the Customer enjoys other Mobile Broadband special offer ; or
  - e) if the Mobile Broadband service is terminated/disconnected for whatever reason.
- 4) The Customer shall pay the Company liquidated damages (HK\$1,000) upon the occurrence of any of the following events before the expiry of the Term:
- a) if the Customer changes the Mobile Broadband number / the registered name for the Mobile Broadband number; or
  - b) if the Customer changes to a service plan with monthly fee below the Service Plan amount specified in the Sales and Services Agreement ; or
  - c) if the Customer disconnects the selected Service; or
  - d) if the Customer enjoys other Mobile Broadband special offer ; or
  - e) if the Mobile Broadband service is terminated/disconnected for whatever reason.