

**Terms & Conditions T&C-D027R**  
**iPhone Contract Term & Bonus (for Credit Card Autopay)**



**1) Term:**

iPhone Contract Term = specified in the Sales and Service Agreement and start from the service effective date.  
 Previous Contract Term = on the date of this Sales and Services Agreement, the Customer already signed a fixed term contract.  
 Term = Outstanding months under unexpired Previous Contract Term + iPhone Contract Term (if applicable).

**2) Service Plan**

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

Monthly Service Plan	Local Data Usage	Voice Minutes		Free picturemail / moviemail	Free Services during the Term (full credit back during the Term)	Free Value Added Services
		Basic	Intra			
iPhone \$138 Monthly Plan	150MB	800	600	--	Wi-Fi Service Plan* (Original price: \$60 / month)	• Intra SMS
iPhone \$248 Monthly Plan	500MB	1200	900	20		• voice mail, call forwarding, caller number display, call waiting and conference call
iPhone \$398 Monthly Plan	Unlimited	2400	1500	40		

\*Customer is required to register for Wi-Fi service

2.2 Applicable to iPhone \$138 Monthly Plan and iPhone \$248 Monthly Plan

2.2.1 Whenever the data usage of the Customer under the relevant iPhone Monthly Plan nearly reaches the specified local data usage set out above ("Specified Data Usage") the Company will notify the Customer by SMS of his data consumption. The Customer may by return SMS purchase a top-up of 200MB at \$40 ("Top Up") for usage of data for the remaining period of that month. If the Customer does not wish to purchase the Top Up, local data usage under the relevant iPhone Monthly Plan will be automatically suspended when the Customer's data usage reaches the Specified Data Usage. Customer may purchase the Top Up at that time or wait until the beginning of the next monthly bill for the new Specified Data Usage allowance under the relevant iPhone Monthly Plan. When the Top Up reaches \$280 in a month, Customer can use the data free of charge for the rest of that month.

2.2.2 Where the Customer has registered more than one Service Plan in an Account, the Company will notify Customer's primary service number (i.e. the first registered service number) by SMS whenever a Top Up is confirmed.

2.3 If the Customer does not notify the Company of termination of the free services specified above prior to the expiry of the Term, the Company shall automatically charge the Customer for the free services specified above at the prevailing monthly fee after the expiry of the Term.

2.4 The Customer shall use Credit Card auto pay to settle monthly fee during the Term.

**2.5 Non-Credit Card Autopay Prepayment**

2.5.1 For Customers who subscribe to the iPhone 4S offer but do not settle their monthly payment by credit card autopay, a refundable prepayment of \$3,000 is required, which will be credited to the Customer during the Term.

2.5.2 If the Customer changes back to credit card autopay before the expiry of the Term, the Company shall not refund all the remaining prepayment at once. The refundable prepayment will be credited to the Customer during the remaining period of the Term.

2.5.3 The Company shall charge \$3,000 Non-Credit Card Autopay Prepayment or pro-rata thereof according to the remaining period of the Term upon the occurrence of any of the following events before the expiry of the Term (For iPhone 4S):

- a) if the Customer cancels credit card autopay; or
- b) if the autopay can not be processed via the credit card provided by the Customer and the Customer is not able to provide other credit card for autopay.

## 2.6 3rd party Credit Card Autopay Prepayment

- 2.6.1 For Customers who subscribe to the iPhone 4S offer but settle their monthly payment by credit card autopay using a 3<sup>rd</sup> party credit card, a refundable prepayment of \$1,200 is required, which will be credited to the Customer during the Term.
- 2.6.2 If the Customer changes back to his or her own credit card autopay before the expiry of the Term, the Company shall not refund all the remaining prepayment at once. The refundable prepayment will be credited to the Customer during the remaining period of the Term.
- 2.6.3 The Company shall charge \$3,000 Non-Credit Card Autopay Prepayment or pro-rata thereof according to the remaining period of the Term upon the occurrence of any of the following events before the expiry of the Term (For iPhone 4S):
- a) if the Customer cancels credit card autopay; or
  - b) if the autopay can not be processed via the credit card provided by the Customer and the Customer is not able to provide other credit card for autopay.
- 2.7 The Customer shall not be entitled to the free services specified above 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 (ii) 2G Service Plan or (iii) PayGo Service Plan or (iv) IC2N Service plan; or
  - b) if the Customer cancels the autopay payment method; or
  - c) if the Customer subscribes to other special offers, including handset or fixed term contract service plan; 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.

## 3) Liquidated Damages

### 3.1 Liquidated Damages under iPhone Contract Term

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 iPhone Contract 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 (ii) 2G Service Plan or (iii) PayGo Service Plan or (iv) IC2N Service plan; or
- b) if the Customer cancels the autopay payment method; 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.

### 3.2 Liquidated Damages under Term (i.e. Outstanding months under unexpired Previous Contract Term + iPhone Contract Term)

3.2.1 (Where applicable) The Customer shall pay the Company liquidated damages (which is specified in the Sales and Service Agreement) upon occurrence of any of the following events on or before the expiry date of the unexpired Previous Contract 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 (ii) 2G Service Plan or (iii) PayGo Service Plan or (iv) IC2N Service plan; or
- b) if the Customer cancels the autopay payment method; 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.

3.2.2 (Where applicable) 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 after the expiry of the unexpired Previous Contract Term but 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 (ii) 2G Service Plan or (iii) PayGo Service Plan or (iv) IC2N Service plan; or
- b) if the Customer cancels the autopay payment method; 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.

- 4) 7-day replacement guarantee is not applicable to iPhone. The Customer should bring the faulty handset to SmarTone Customer Centre within the warranty period.

**5) Data Services for iPhone Monthly Plan (“Data Services”)**

- 5.1 The data usage applies to local use only. Standard roaming data charge applies during roaming. The data usage is not applicable to BlackBerry handsets unless Customer subscribes to the specified BlackBerry service plan.
- 5.2 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.

**6) Fair Usage Policy**

- 6.1 The following terms and conditions apply to telecommunication services (“Services”) provided by SmarTone Mobile Communications Limited (“the Company”).
- a) The Company will ensure the system resources of the Company’s telecommunications network (“Network”) is equitably allocated amongst users (“Users”) of the Services.
  - b) Customer who has reached the monthly local data fair usage level specified by the Company from time to time can still continue to use the Services. However, the Customer will be given lower priority to access the network resources for the remainder of the billing period, where the Customer’s experience may be affected when the network traffic is busy, but in any event the data access speed (upload and download) will not be restricted to less than 128kbps.