



Terms & Conditions T&C06H09 (Contract Term/Rebate Offer for MusicXS on mobile Contract Plan)

1) Term

The Customer is required to subscribe to MusicXS on mobile for 12 months from the service effective date. ('Term')

2) MusicXS on mobile Special Rebate Offer

Applicable Plan: MusicXS on mobile 12-Month contract plan (Original \$48 per month, contract offer \$43 x 12 months)

Credit Amount and Arrangement:

Offer	Credit Arrangement	
MusicXS on mobile Contract Offer	Total Credit Amount \$60, over 12 months (\$5 x 12 months)	Starting from 1 st monthly bill after the date of activation of the service

- 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.
- 2.2 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.
- 2.3 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.
- 2.4 The Credit Amount cannot be exchanged for cash.
- 2.5 The Company shall not be under any obligation to pay any interest to the Customer on the Credit Amount.
- 2.6 The Customer shall not be entitled to the Credit Amount or any balance thereof:
 - if the Customer changes the registered name or;
 - if the service is terminated/disconnected for whatever reason.
- 2.7 The Customer shall pay the Company liquidated damages (which is equivalent to the sum of the monthly fee of MusicXS on mobile Contract Plan (\$43) multiply by the remaining months of the Term) upon the occurrence of any of the following events before the expiry of the Term:
 - if the Customer changes the registered name or;
 - if the service is terminated/disconnected for whatever reason.