



**Terms & Conditions T&C 12b
(Contract Term & Rebate Offer for Mobile Broadband \$348/ Month
Contract Plan Customers)**

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 published at <http://www.smartone-vodafone.com>).

1) Term

The Customer is required to subscribe to the Mobile Broadband **\$348/ Month Contract Plan** for the following contract period from the service effective date. ('Term')

Contract period: 18 / 24 months

2) Rebate Offer for Mobile Broadband Contract Plan

Applicable Plan: \$348/Month Contract Plan

Credit Amount and Payment Method:

Plan	Offer	Credit Arrangement		Liquidated damages (HK\$)
Mobile Broadband \$348/Month Contract Plan (Providing peak speeds of 7.2Mbps downstream and 5.76Mbps upstream *)	\$348/month	Total Credit Amount \$1,128, over 4 months (\$ 348 x 3 months + \$ 84 x 1 months) <Only applicable to Mobile Broadband device purchases>	1st monthly bill after the date of activation of the Mobile Broadband	\$1000

- 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.
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.
- 2.2 The Credit Amount paid by the Company will only be applied by the Company to meet the Customer's payment obligations for the Service Plan specified above 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.
- 2.3 The Credit Amount cannot be exchanged for cash.
- 2.4 The Company shall not be under any obligation to pay any interest to the Customer on the Credit Amount.
- 2.5 The Customer shall not be entitled to the Credit Amount or any balance thereof:
 - if the Customer changes the Mobile Broadband number / the registered name for the Mobile Broadband number; or
 - if the Customer changes to the Service Plan not specified above ; or
 - if the Customer disconnects the selected Service; or
 - if the Customer enjoys other Mobile Broadband special offer ; or
 - if the Mobile Broadband number is terminated/disconnected for whatever reason.
- 2.6 The Customer shall pay the Company liquidated damages upon the occurrence of any of the following events before the expiry of the Term:
 - if the Customer changes the Mobile Broadband number / the registered name for the Mobile Broadband number; or
 - if the Customer changes to the Service Plan not specified above ; or
 - if the Customer disconnects the selected Service; or
 - if the Customer enjoys other Mobile Broadband special offer ; or
 - if the Mobile Broadband number is terminated/disconnected for whatever reason.

3. Mobile Broadband Contract Plan

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

*Actual connection speeds may vary due to Internet traffic conditions, output server speeds, local conditions, hardware, software and other conditions which may arise.

Customer Signature / Company Chop

SmarTone Mobile Communications Limited /
Dealer's Authorized Signature / Company Chop