



Terms & Conditions T&C-M010 (Contract Term for Duo Broadband Plan)

1) Term:

1.1 The contract term for Duo Broadband Plan is 15 months ('Term') 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	Monthly fee	Include data usage	Thereafter rate for local data usage
Duo Broadband Plan	\$50	50MB	\$15 / 15 MB, price ceiling at \$298 [#]
Duo Broadband Plan (only applicable to Customer who subscribes to specified 3G Integrated Data Combo)	\$50	50MB	\$10 / 5 MB, price ceiling at \$298 [^]
Handset & PC Connection Plan (only applicable to Customer who subscribes to unlimited local data usage plan)	\$50/\$148	Unlimited local data usage for data access from PC using mobile phone as a modem	
Tablet device & PC Connection Plan (only applicable to Customer who subscribes Tablet SIM Data plan, 500MB Data usage)	\$50	50MB	\$10 / 5 MB, price ceiling at \$298 [^]
	\$50	Unlimited local data usage for data access from PC using Tablet device as a modem	
(only applicable to Customer who subscribes Tablet SIM Data plan, unlimited data usage)			

Remarks:

Thereafter data usage charge is \$15/15MB, usage is rounded up to the nearest 15MB, maximum charge is \$298 per month.

[^] Thereafter data usage charge is \$10/5MB, usage is rounded up to the nearest 5MB, and maximum charge is \$298 per month.

3) Terms and Conditions of Duo Broadband Plan (only applicable to Customer who subscribes to specified 3G Integrated Data Combo):

3.1 The Duo Broadband plan is only applicable to Customer who subscribes to specified 3G Integrated Data Combo. If Customer changes to other mobile service plan during the Term, the Customer is required to change this service plan to other applicable Duo Broadband for the remaining Term.

3.2 Fee covers local usage only. Local usage on smartphone does not include Blackberry E-mail usage, in which case \$0.03/KB will be charged. \$0.12/KB for roaming data access through SmarTone Wireless Smart Plug and its software from PC using mobile phone as a modem. Standard roaming data charges apply for Internet access on your PC without using our SmarTone Wireless Smart Plug and its installation software or the data access on your smartphone.



3.3 The Customer must use the Service with settings (including but not limited to the APN setting) and devices specified by the Company. The 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 Service, the Company has the right to forthwith suspend / terminate the Service without notice. Also the Company has the right to charge the Customer use of the Service at the Company's prevailing rate for such data usage.

3.4 The Service shall not be used under any one of the following circumstances, including but without limitation (i) using the Service in any manner which adversely affects the Company's ability to provide, complete or maintain the level or quality of its network or other services; and (ii) in any manner which is designed to unfairly exploit the usage or to cause loss or damage to the Company such as using the Service for commercial purposes or reselling the Service.

3.5 If the Customer is in breach of any of the prohibited use specified above, the Company has the right to forthwith suspend / terminate the Service without notice. Also, the Company has the right to charge the Customer for breach of the prohibited use at the Company's prevailing rate for such data usage.

4) Terms and Conditions Handset & PC Connection Plan (only applicable to Customer who subscribes to unlimited local data usage plan):

4.1 This service plan is only applicable to Customer who subscribes to \$238 or \$398 3G Integrated Data Combo. If Customer changes to other mobile service plan during the Term, the Customer is required to change this service plan to other applicable Duo Broadband for the remaining Term.

4.2 Fee covers local usage only. \$0.12/KB for roaming data access through SmarTone Wireless Smart Plug and its software from PC using mobile phone as a modem. Standard roaming data charges apply for Internet access on the Customer's PC without using SmarTone Wireless Smart Plug and its installation software or the data access on the Customer's smartphone.

4.3 The Customer must use the Service with settings (including but not limited to the APN setting) and devices specified by the Company. The 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 Service, the Company has the right to forthwith suspend / terminate the Service without notice. Also the Company has the right to charge the Customer use of the Service at the Company's prevailing rate for such data usage.

4.4 The Service shall not be used under any one of the following circumstances, including but without limitation (i) using the Service in any manner which adversely affects the Company's ability to provide, complete or maintain the level or quality of its network or other services; and (ii) in any manner which is designed to unfairly exploit the usage or to cause loss or damage to the Company such as using the Service for commercial purposes or reselling the Service.

4.5 If the Customer is in breach of any of the prohibited use specified above, the Company has the right to forthwith suspend / terminate the Service without notice. Also, the Company has the right to charge the Customer for breach of the prohibited use at the Company's prevailing rate for such data usage.

5) Tablet device & PC Connection Plan offer Terms and Conditions (only applicable to Customer who subscribes to specified Tablet SIM Data Plan):

5.1 This service plan is only applicable to Customer who subscribes to Tablet SIM Data Plan. If Customer changes to other Tablet SIM Data Plan during the Term, the Customer is required to change this service plan to other applicable Duo Broadband for the remaining Term.

- 5.2 Fee covers local usage only. \$0.12/KB for roaming data access from PC using Tablet as a modem.
- 5.3 The Customer must use the Services with settings [including but not limited to the APN setting (only applicable to data services)] and device 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 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 for such data usage.
- 5.4 The Services shall not be used under any one of the following circumstances, including but without limitation (i) using the Services in any manner which adversely affects the Company's ability to provide, complete or maintain the level or quality of its network or other services; and (ii) in any manner which is designed to unfairly exploit the usage or to cause loss or damage to the Company such as using the Services for commercial purposes or reselling the Services.
- 5.5 If the Customer is in breach of any of the prohibited use specified above, the Company has the right to forthwith suspend / terminate the Service without notice. Also, the Company has the right to charge the Customer for breach of the prohibited use at the Company's prevailing rate for such data usage.
- 6) The Customer shall pay the Company liquidated damages (HK\$800) upon the occurrence of any of the following events before the expiry of the Term:
- a) if the Customer changes to a service plan which is not the above Handset and PC Connection Plan or not designated as Duo Broadband plan; or
 - b) If Customer changes to PayGo plans; 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.