

# Terms & Conditions T&C-M011 (Duo Broadband Plan – Mobile Connect USB Smart Plug)

## **Fixed Term Contract**

The Customer is required to subscribe to the Duo Broadband Plan for 15 months from the service effective date. ('Term')

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:

- If the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
- If Customer changes to 2G plan or any other PayGo plans; or
- If the mobile telephone service to the mobile telephone number is terminated/disconnected for whatever reason

### Duo Broadband Plan:

Applicable Plan	Monthly fee	Include data usage	Thereafter rate for local data usage
Duo Broadband Plan	\$50	50MB	\$15 / 15 MB, price ceiling at \$298

### Remarks:

- 1) Fee covers local (Hong Kong) usage only. Local usage on smartphone does not include BlackBerry Email usage, in which case \$0.03/KB will be charged. \$0.12/KB for roaming data access through Mobile Connect USB Smart Plug and its software from PC using mobile phone as a modem. For Internet access on your PC without using our Mobile Connect USB Smart Plug and its installation software or the data access on your smartphone, the roaming data charges will follow the BlackBerry monthly plan settings.
- 2) Thereafter data usage charge is \$15/15MB, usage is rounded up to the nearest 15MB, maximum charge is \$298 per month.
- 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) 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.

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.

## **Duo Broadband Plan Roaming Services Terms & Conditions**

### 1. Definitions

Unless otherwise stated, the following words and expression shall have the following meanings:

“Charges” means any fees or charges relating to the Duo Broadband Plan Roaming Services charged by the Company from time to time and any other fees and charges (including amounts billed by the Company for and on behalf of another person) which may be specified, announced or published by the Company from time to time in connection with the Duo Broadband Plan Roaming Services.

“Duo Broadband Plan Roaming Services” means the credit account subscribed by the Duo Broadband Plan Customer with a stored value which are used for payment of roaming usage charges.

“Voucher” means the voucher that is used for the recharge value of the credit amount in Duo Broadband Plan Roaming Services account.

2. The value stored in Duo Broadband Plan Roaming Services account shall be used for payment of the Charges.
3. The Duo Broadband Plan Customers should regularly check the updated balance of value in the Duo Broadband Plan Roaming Services account through the channel(s) specified by the Company.
4. The value in the Duo Broadband Plan Roaming Services account can be recharged at any of the authorized recharging channels specified by the Company or by the purchase of Vouchers at the Company’s retail outlets or from the Company’s authorised agents.
5. All questions and disputes regarding the Charges and remaining credit in the Duo Broadband Plan Roaming Services account will be decided by the Company at its sole discretion. For questions and disputes on Charges, these must be submitted to the Company within three (3) months from the date of debit of the Charges in questions.
6. The Company does not provide refund or make any transfer of:
  - a. any value of the Voucher directed to an incorrect Duo Broadband Plan Roaming Services account during the recharge process; and
  - b. any value of the Voucher being utilized by fraudulent and unauthorized use of the Duo Broadband Plan Roaming Services account.
7. In the case of a lost Voucher, the Company does not provide refund for any value of the lost Voucher being utilized during the period of loss or thereafter.
8. The Duo Broadband Plan Roaming Services account shall terminate immediately upon the termination of the Services to the mobile telephone number of the Duo Broadband Plan Customer for whatever reason. Termination of the Services shall be without prejudice to any rights and/or claims that the Company may have against the Duo Broadband Plan Customer prior to the date of termination and shall not relieve the Duo Broadband Plan Customer from fulfilling his obligations including payment of all outstanding charges in the Duo Broadband Plan Roaming Services account. The balance remaining on the Duo Broadband Plan Roaming Services account will be refunded to the Duo Broadband Plan Customer upon termination.