

# Terms & Conditions T&C-M013 (Duo Broadband Plan – USB Smart Plug Applicable to BlackBerry Monthly Plan Customers)

## 1) Fixed Term Contract

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

## 2) 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

## 3) Data Services for Duo Broadband Plan (“Data Services”)

3.1 Fee covers local usage only. Local data usage includes Internet browsing, watching videos on the Internet, file upload/download, VoIP, instant messaging, Blackberry E-mail usage. \$0.12/KB for roaming data access through SmarTone USB Smart Plug and its software from PC using mobile phone as a modem. Roaming data charges apply for internet access on the Customer’s PC without using SmarTone USB Smart Plug and its installation software or the data access on your smartphone. Charges for roaming email usage at a flat rate of \$0.14/KB in 24 selected destinations, including Australia, Austria, Belgium, Canada, China, France, Germany, India, Indonesia, Ireland, Italy, Japan, South Korea, Macau, Malaysia, Netherlands, New Zealand, Philippines, Singapore, Switzerland, Taiwan, Thailand, UK and the US. Standard roaming data charge applies for other destinations.

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

3.3 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.

3.4 The Data Services shall not be used under any one of the following circumstances, including but without limitation (i) using the Data 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 Data Services for commercial purposes or reselling the Data Services.

3.5 To ensure the system resources of the Company’s telecommunications network (“Network”) is equitably allocated amongst users of the Data Services, the Company may monitor the Customer’s usage of the Data Services. If the Customer fails to comply with any of the prohibitions specified in Clause 3.3 or Clause 3.4; or upon the occurrence of any one or more of the circumstances specified in Clause 3.3 or Clause 3.4; or if in the reasonable opinion of the Company, the Customer’s use of the Data Services is excessive or unreasonable or adversely affects the Company’s ability to provide, complete or maintain the level or quality of its Network or other services or to cause loss or damage to the Company, the Company may forthwith take such steps it considers reasonably necessary or appropriate including but not limited to restricting or limiting the throughput or amount of data transferred, suspending or terminating the Data Services to the Customer without notice. The Company also reserves the right to charge the Customer for any excessive usage of the Data Services at a rate specified by the Company.

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

##### 4.1 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 for data access through SmarTone Wireless Smart Plug and its software / Mobile Connect USB Smart Plug and its software from PC using mobile phone as a modem.

“Services” means the Duo Broadband Plan Roaming Services provided by the Company.

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

- 4.2 The value stored in Duo Broadband Plan Roaming Services account shall be used for payment of charges for data access through SmarTone Wireless Smart Plug and its software / Mobile Connect USB Smart Plug and its software from PC using mobile phone as a modem.
- 4.3 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.
- 4.4 The value in the Duo Broadband Plan Roaming Services account can be recharged at any of the authorised 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.
- 4.5 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.
- 4.6 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.
- 4.7 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.
- 4.8 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.
- 4.9 Any disputes in connection with or arising from the Services including the use if the Duo Broadband Plan Roaming Services account or Voucher shall be determined in accordance with the laws of Hong Kong Special Administrative Region.

Copies of Terms and Conditions are available upon request at SmarTone Stores or by calling SmarTone hotline.

The SmarTone logo consists of the word "SmarTone" in a white, sans-serif font, centered within a solid red rectangular background.

- 5) 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 the Duo Broadband Service Plan not specified above; or
  - b) If Customer changes to 2G plan or any other 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.