



Terms & Conditions T&C-M024B (Contract Term for Data SIM Only Plan (For USB modem))

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 published at smartone-com).

1) Term

The contract term ("Term") is specified in the Sales and Services Agreement and start from the service effective date.

2) Service Plan

2.1 The Customer shall use the Service Plan specified in the Sales and Services Agreement during the Term.

2.2 The data usage applies to local use only. One rate for roaming worldwide: \$0.12/KB.

2.3 The Company does not guarantee the services under the Service Plan will be compatible with the Customer's HSPA devices.

2.4 Offer detail

| Monthly fee | Credit offer | Credit Amount |
|-------------|--|--------------------------------|
| \$208 | Wi-Fi Service Plan* full credit back during the Term | Wi-Fi Service monthly fee \$60 |

*Customer is required to register for Wi-Fi service

3) Offer Terms and Conditions

3.1 The Customer shall pay the Company liquidated damages (HK\$1,000) upon the occurrence of any of the following events before the expiry of the Term:

- a) if the Customer changes the Mobile Broadband number / the registered name for the Mobile Broadband number; or
- b) if the Customer changes to a service plan with monthly fee below the Service Plan amount specified in the Sales and Services Agreement ; or
- c) if the Customer enjoys other Mobile Broadband special offer ; or
- d) if the Mobile Broadband service is terminated/disconnected for whatever reason.

3.2 If the Customer does not notify the Company of termination of the Wi-Fi services specified above prior to the expiry of the Term, the Company shall automatically charge the Customer for such services at the prevailing monthly fee after the expiry of the Term.

4) Data Services for Data Plan ("Data Services")

4.1 The data usage applies to local use only.

4.2 The Customer must use the Data Services with settings [including but not limited to the APN setting (only applicable to data services)]. Customer can check with the Company's front-line staffs for the latest information on setting. 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 for such data usage.

5) Roaming

- 5.1 Customer is required to register for roaming service at the Company's stores or through our Account Manager or the Company's dedicated 24-hour hotline 2880 2622.
- 5.2 Standard Rate is applicable to all subscribers of this Data Plan.
- 5.3 Customers should top up their accounts for roaming usage.

6) Fair Usage Policy

- 6.1 The following terms and conditions apply to telecommunication services ("Services") provided by SmarTone Mobile Communications Limited ("the Company").
 - a) The Company will ensure the system resources of the Company's telecommunications network ("Network") is equitably allocated amongst users ("Users") of the Services.
 - b) Customer who has reached the monthly local data fair usage level specified by the Company from time to time can still continue to use the Services. However, the Customer will be given lower priority to access the network resources for the remainder of the billing period, where the Customer's experience may be affected when the network traffic is busy, but in any event the data access speed (upload and download) will not be restricted to less than 128kbps.