

Terms & Conditions T&C-M028B (Contract Term for Tablet Device Offer)

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&CB01 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 Voice call charges at \$0.9/min. Voice minutes only apply to tablet device with 3G voice function. For details, please refer to the specifications of each model.
- 3) Offer Terms and Conditions**

The Customer shall pay the Company liquidated damages (which is specified in the Sales and Service Agreement) upon the occurrence of any of the following events before the expiry of the Term:

 - 3.1 if the Customer changes (i) the above Service Plan or (ii) to PayGo Service Plan or (iii) to IC2N Service plan; or
 - 3.2 if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
 - 3.3 if the mobile telephone service is terminated/disconnected for whatever reason.
- 4) Data Services for Tablet Device Offer ("Data Services")**
 - 4.1 4G is only available with compatible devices and SIM cards.
 - 4.2 The data usage applies to local use only. The data usage is not applicable to BlackBerry handsets unless Customer subscribes to the specified Blackberry service plan.
 - 4.3 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 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 tethering usage.
 - 5.4 Payment should be made by credit card autopay.

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.