



Copies of Terms and Conditions are available upon request at SmarTone-Vodafone Stores or by calling SmarTone-Vodafone hotline or retrieved from SmarTone-Vodafone web site.

## Terms & Conditions T&C 06S (Internet on Mobile)

Register Customer Name: \_\_\_\_\_  
Customer Mobile No.: \_\_\_\_\_

Date: \_\_\_\_\_  
Customers A/C No: \_\_\_\_\_

Customer shall use the service ☒ below start from the Service Effective Date and agree to accept the 'Terms & Conditions T&C 06S'.

Internet on Mobile Service Plans:	Service Effective Date
<input type="checkbox"/> Internet on Mobile (Plus) <input type="checkbox"/> Internet on Mobile (Basic) <input type="checkbox"/> Internet on Mobile (\$78) <input type="checkbox"/> Internet on Mobile (\$108)	Starting the monthly bill of ____/____/____ (DD/MM/YYYY)

### 1. Internet on Mobile (Plus) #^1:

- 1.1. \$28/month with 600MB\* (20MB\*/ day) browsing usage.
- 1.2. Additional browsing and other data usage will be charged at \$15/15MB\*\* (to the nearest 15MB); maximum thereafter data and other non-browsing data charge is \$298 per month.
- 1.3. 300 local minutes for watching FoneTV channels (Chinese POP Hits, International POP Hits, and At the Movies).
- 1.4. Contract term for 15 months ('Term') is required.
- 1.5. The Customer shall pay SmarTone Mobile Communications Ltd liquidated damages (HK\$300) upon the occurrence of any of the following events before the expiry of the Term:
  - 1.5.1. if the customers terminates the Internet on Mobile (Plus)
  - 1.5.2. if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
  - 1.5.3. if the mobile telephone service for the mobile telephone number is terminated/disconnected for whatever reason.

### 2. Internet on Mobile (Basic) #^123:

- 2.1. When the Customer's browsing usage is over 20MB\* per day, the service plan will automatically be upgraded from the Internet on Mobile (Basic) to the Internet on Mobile (\$78) with unlimited browsing. A SMS alert will be sent to the Customer's phone.

### 3. Internet on Mobile (\$78)#^12

- 3.1. Customer can enjoy unlimited browsing.

### 4. Internet on Mobile (\$108)#^12

- 4.1. Contract term for 12 months ('Term') is required.
- 4.2. Customer must subscribe to the Internet on Mobile (\$78), plus any 2 of the following 5 services:
  - 4.2.1. Mobile MSN or Internet Radio or RSS or Podcast or Mobile Email (POP3)
- 4.3. The customer shall pay SmarTone Mobile Communications Ltd liquidated damages (HK\$300) upon the occurrence of any of the following events before the expiry of the Term:
  - 4.3.1. if customers terminates the Internet on Mobile (\$108) ;
  - 4.3.2. if customers terminates any one of the 5 services specified in clause 4.2 within the Internet on Mobile (\$108) ;
  - 4.3.3. if the customer changes the mobile telephone number / the registered name for the mobile telephone number; or
  - 4.3.4. if the mobile telephone service for the mobile telephone number is terminated/disconnected for whatever reason.

\*600 MB means 20MB/day, for browsing the Internet and watching Internet video via native browser or the supported browsers on mobile phone. The usage via supported browsers is applicable to Internet on Mobile plans only if its user agent is set as default. The Internet on Mobile service fee does not include the cost of the browser software. Please refer to the browser providers' websites for detail information. For latest supported browser details, please visit smartone-vodafone.com

\*\* The usage applies to mobile phone use only. Thereafter data and other non-browsing data usage \$15/15MB (up to \$298) applies to other data usage, including browsing the Internet and watching Internet video, file upload/download, or connection via pre-installed software on mobile phone, but not include modem use and Blackberry E-mail usage. Please visit our corporate website for details.

#Subscription of a 3G \$128 or above service plan is a pre-condition for subscription of Internet on Mobile Service Plans.

^Customer agrees to the attached Fair Usage Policy.

<sup>1</sup> It covers local (Hong Kong) usage only. Standard roaming data charge applies during roaming.

<sup>2</sup> Monthly fee does not include any file upload or download usage.

<sup>3</sup> When the Customer's browsing usage is over 20MB per day, the service plan will automatically be upgraded to the Internet on Mobile (\$78) with unlimited browsing. This additional browsing usage cannot be deducted from Data Price Plans.

\*Free MB is on a per day basis, and any unused MB cannot be carried over to next day. Cut off time is 00.00 each day.

5. SmarTone Mobile Communications Limited has the final right in determining the usage calculation method for the above services.

#### **Fair Usage Policy for Internet on Mobile Service (T&C 15)**

To ensure high quality service for users of **Internet on Mobile Service** ("the Service"), we ask you to use the Service fairly.

1. You shall not use the Service including but without limitation: (a) for modem access or hosting applications for computers; (b) for peer-to-peer file storing or any other automated machine-to-machine applications; (c) for instant messaging or text messaging clients; (d) for Push email usage; (e) for internet phone calls; (f) Web camera posts or broadcasts, including but not limited to any web surveillance service; (g) in any manner which adversely affects SmarTone-Vodafone's ability to provide, complete or maintain the level or quality of its network or other services; and (h) which is designed to unfairly exploit the unlimited usage or to cause loss or damage to SmarTone-Vodafone such as using the Services for commercial purposes or reselling the Services. (Points c, d, e, f are not applicable to Internet on Mobile (Plus) service plan.)

If you are in breach of any of the prohibited use specified above, SmarTone-Vodafone has the right to forthwith suspend / terminate the Service without notice. Also, SmarTone-Vodafone has the right to charge you for breach of the prohibited use at SmarTone-Vodafone's prevailing rate for such data usage.

You must use the Service with settings (including but not limited to the APN setting) and devices specified by SmarTone-Vodafone. Customers can check with our front-line staffs for the latest information on setting and devices. If you do not follow this specification in the use of the Service, SmarTone-Vodafone has the right to forthwith suspend / terminate the Service without notice. Also SmarTone-Vodafone has the right to charge you use of the Service at SmarTone-Vodafone's prevailing rate for such data usage.

SmarTone-Vodafone will determine the most appropriate means of providing the Service including the selected browsers, the selected client browser, technology and route of using the Service and may vary any of the means of using the Service at any time without notice.

SmarTone-Vodafone is not responsible for the content and services of external websites. Service standards in external sites may vary according to their server capacity and bandwidths and, as with all Internet services, are provided on a best effort basis. Please aware that browsing experience and performance may vary depending which browser you use. So we advise you to exercise due care when navigating the World Wide Web.

SmarTone-Vodafone reserves the right to change the terms and conditions of this Fair Usage Policy. Please check the most updated version from time to time.

## **2. Internet on Mobile (Plus)**

Internet on Mobile (Plus) includes 600MB (20MB/day) browsing usage for: i) Browse Internet - via the native browser or the supported browsers\* on your mobile phone\*\*, ii) E-mailing - receive and send web e-mails via the native browser or the supported browsers\* on your mobile phone\*\*, download attachments/ files are not included; iii) View Internet video - stream Internet videos via the native browser or specific supported browsers\* on your mobile phone\*\*

\* The usage via supported browsers is applicable to Internet on Mobile plans only if its user agent is set as default. The Internet on Mobile service fee does not include the cost of the browser software. Please refer to the browser providers' websites for detail information. For latest supported browser details, please visit [smartone-vodafone.com](http://smartone-vodafone.com)

\*\*Include mobile phones and PDA phones

Additional browsing usage, file upload/ download and other data usage on your mobile phone are charged at \$15/15MB (to the nearest 15MB) as thereafter data and other non-browsing data usage. The maximum thereafter data and other non-browsing data usage is \$298 per month.

This plan does not include (a) Vodafone Business E-mail usage, (b) Blackberry Email and (c) modem usage. This usage will charge separately at standard data rate.

If your usage in Internet on Mobile (Plus) (i.e. browsing on a native browser or the supported browsers on mobile phone models specified by SmarTone-Vodafone) is in breach of any of the prohibited use specified in clause 1, SmarTone-Vodafone will ask you to reduce the usage. If you fail to do so, SmarTone-Vodafone has the right to forthwith suspend / terminate the Service including Internet on Mobile (Plus). Also SmarTone-Vodafone has the right to charge you for breach of the prohibited use at SmarTone-Vodafone's prevailing rate for such data usage.

SmarTone-Vodafone has the final right in determining the usage calculation method for the Service.

The prohibited use and SmarTone-Vodafone action for any breach of prohibited use as specified above also apply to Internet on Mobile (Plus).

Internet on Mobile (Plus) covers local (Hong Kong) usage only. Standard roaming data charge applies during roaming.

## **3. Internet on Mobile (Basic)**

Internet on Mobile (Basic) includes: i) Browse Internet - via the native browser or the supported browsers\* on your mobile phone\*\*; ii) E-mailing - receive and send web e-mails via the native browser or the supported browsers\* on your mobile phone\*\*, download attachments/ files are not included; iii) View Internet video - stream Internet videos via the native browser or the supported browsers\* on your mobile phone\*\*

\* The usage via supported browsers is applicable to Internet on Mobile plans only if its user agent is set as default. The Internet on Mobile service fee does not include the cost of the browser software.

Please refer to the browser providers' websites for detail information. For latest supported browser details, please visit [smartone-vodafone.com](http://smartone-vodafone.com)

\*\*Include mobile phones and PDA phones

Internet on Mobile (Basic) does not include the usage of uploading/ downloading files. It covers local (Hong Kong) usage only. Standard roaming data charge applies during roaming.

When the Customer's browsing usage is over 20MB per day, the service plan will automatically be upgraded to the Internet on Mobile (\$78) with unlimited browsing. This additional browsing usage cannot be deducted from Data Price Plans.

If you have other data usage, this usage will be charged from your data plan (if any) or at standard data rate, the maximum charge of data plans and standard data rate is \$898 per month.

If your usage in Internet on Mobile (Basic) (i.e. browsing on a native browser or the supported browsers on mobile phone models specified by SmartTone-Vodafone) is in breach of any of the prohibited use specified in clause 1, SmartTone-Vodafone will ask you to reduce the usage. If you fail to do so, SmartTone-Vodafone has the right to forthwith suspend / terminate the Service including Internet on Mobile (Basic). Also SmartTone-Vodafone has the right to charge you for breach of the prohibited use at SmartTone-Vodafone's prevailing rate for such data usage.

SmartTone-Vodafone has the final right in determining the usage calculation method for the Service.

The prohibited use and SmartTone-Vodafone action for any breach of prohibited use as specified above also apply to Internet on Mobile (Basic).

#### **4. RSS**

RSS for unlimited local Hong Kong streaming data usage (sent and received) from specific RSS feed but do not include further browsing of websites provided by the RSS feed and uploading or downloading files, details as specified in the tariff plan.

The prohibited use and SmartTone-Vodafone action for any breach of prohibited use as specified above also apply to RSS.

#### **5. Podcast**

Podcast for unlimited local Hong Kong streaming data usage (sent and received) but do not include uploading or downloading files, details as specified in the tariff plan.

The prohibited use and SmartTone-Vodafone action for any breach of prohibited use as specified above also apply to Podcast.

#### **6. Internet Radio**

Internet Radio for unlimited local Hong Kong streaming data usage (sent and received), details as specified in the tariff plan.

The prohibited use and SmartTone-Vodafone action for any breach of prohibited use as specified above also apply to Internet Radio.

**7. Orb**

Orb for unlimited local Hong Kong data usage (sent and received), details as specified in the tariff plan.

The prohibited use and SmarTone-Vodafone action for any breach of prohibited use as specified above also apply to Orb.

**8. Mobile Email (POP3)**

You must access POP3/IMAP4 pull emails via the pre-installed POP3/IMAP 4 applications on your mobile phone. Data usage doesn't include push emails.

The monthly fee covers local (HK) usage only. Standard data roaming charges apply whilst roaming.

You must use the service with settings (usage via the SmarTone-Vodafone APN) and devices specified by SmarTone-Vodafone. If you fail to do so, SmarTone-Vodafone has the right to forthwith suspend / terminate the Service. Also SmarTone-Vodafone has the right to charge you for breach of the use at SmarTone-Vodafone's prevailing rate for such data usage.

The prohibited use and SmarTone-Vodafone action for any breach of prohibited use as specified above also apply to Mobile Email (POP3).

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Customer Signature / Company Chop

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SmarTone Mobile Communications Limited /  
Dealer's Authorized Signature / Company Chop