

Terms & Conditions T&C-D070B BlackBerry Smartphone Contract Term

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 following applicable Service Plan and services during the Term:

- a) The Service Plan specified in the Sales and Services Agreement or a service plan with monthly fee above the Service Plan amount specified in the Sales and Agreement.

2.2 Applicable to the Service Plan with specified data usage

- a) Whenever the data usage of the Customer under the relevant Service Plan nearly reaches the specified local data usage ("Specified Data Usage") the Company will notify the Customer by SMS of his data consumption. The Customer may by return SMS purchase a top-up of 1GB at \$100 for service plan with 5GB / 6GB data usage ("Top Up") for usage of data for the remaining period of that month. If the Customer does not wish to purchase the Top Up, local data service under the relevant Service Plan will be automatically suspended when the Customer's data usage reaches the Specified Data Usage. Customer may purchase the Top Up at that time or wait until the beginning of the next monthly bill for the new Specified Data Usage allowance under the relevant Service Plan.
- b) Whenever the data usage of the Customer under the relevant Service Plan nearly reaches the specified local data usage ("Specified Data Usage") the Company will notify the Customer by SMS of his data consumption. The Customer may by return SMS purchase a top-up of 500MB at \$50 for service plan with 6GB data usage ("Top Up") for usage of data for the remaining period of that month. If the Customer does not wish to purchase the Top Up, local data service under the relevant Service Plan will be automatically suspended when the Customer's data usage reaches the Specified Data Usage. Customer may purchase the Top Up at that time or wait until the beginning of the next monthly bill for the new Specified Data Usage allowance under the relevant Service Plan

2.3 Designated "5GB / 6GB data usage" monthly service plan (if applicable)

- a) Additional data usage charge is \$1/ 10MB, usage is rounded up to the nearest 10MB, maximum charge is \$128 per month.

3) Data Services for Service Plan ("the Data Services")

3.1 4G is only available with compatible phones and SIM cards

3.2 The data usage applies to local use only. \$0.12/KB roaming data charge in all countries applies during roaming. If Customer subscribes to BlackBerry Roaming Data Plan, the roaming data charge shall follow the BlackBerry Roaming Data Plan.

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.