

T&C-I027**Terms & Conditions for 4G Local Mobile Data Card - Exclusive Promotional Offer for Hong Kong Broadband Network Limited valued at HK\$1,500**

The following terms and conditions are supplemental to the Sales and Services Agreement and the Company's Terms and Conditions for Mobile Telephone Service (please refer to T&C01 published at smartone.com)

- 1) 4G Local Mobile Data Card ("the Card") must be activated before the specified expiry date, otherwise the Card will be deactivated automatically.
- 2) The Card supports local 4G/3G data service only. Voice, SMS and others services are not available. Top-up is not applicable.
- 3) A month for the Card is defined as 30 days, a day for the Card is defined as 00:00 to 23:59 Hong Kong time. For times less than 24 hours, it will be rounded up to one day for computation purposes.
- 4) The Card will be automatically activated once data use has begun. Validity period of the Card is 6 consecutive months (180 days), beginning from the date of activation, with a maximum 3GB local mobile data usage per month.
- 5) All mobile data usage consumed via the Card during the validity period will be deducted from the Card (if applicable). Any unused monthly local mobile data cannot be carried forward, it will be forfeited and is non-refundable.
- 6) During the first 5 months of the validity period, when the local data usage nears the monthly allowance, an SMS notification will be sent to the customer. When the monthly data usage allowance has been met, another SMS notification of data service suspension will be sent to the customer. Customers need to wait until the beginning of the next month 00:00 Hong Kong time to commence service again with the new monthly data allowance.
- 7) When the Card has expired (23:59 Hong Kong time on the 180th day from activation), no matter if there is any unused local mobile data remaining, the data service will be terminated and the Card will be automatically deactivated.
- 8) Calculation of data usage duration and volume is based on the network report of the Company. In case of dispute, the call data recorded in Company's system shall be conclusive evidence of data usage of the Card.
- 9) The Customer must use the Card with settings (including but not limited to the APN setting), network and devices specified by the Company. The use of 4G is only available with compatible devices and SIM cards on 4G roaming networks. The Customer can check with the Company's front-line staff for the latest information on settings and devices. If the Customer does not follow this specification in the use of the data services, the Company has the right to suspend/terminate the data services without notice.

- 10) Actual data transmission speed may vary due to many factors, including but not limited to network traffic conditions, handset models, handset settings (both hardware and software), uploaded/downloaded content and other external factors.
- 11) The Card is not for sale and is non-exchangeable and non-refundable. In the case of a lost SIM card, the Company will not provide a refund or replacement. Any claims for replacement or refund of the Card will not be entertained by the Company.
- 12) The Company reserves the right at any time to vary, modify, delete any and all of the terms and conditions contained herein. For the latest terms and conditions, please refer to SmarTone's website.
- 13) Privacy Policy
The Company has implemented a Privacy Policy that covers how it collects, uses, discloses, transfers and stores customer information. Please visit smartone.com/privacypolicyen for full details of the Company's Privacy Policy.