

Terms & Conditions T&C-R006
SIM Only Int. Voice & Data Plan & Extra Minutes Offer

SmarTone

1) Term

The contract term is specified in the Supplemental Agreement to 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 Supplemental Agreement to the Sales and Services Agreement during the Term.

3) Extra Minutes Offer

3.1 The Customer is entitled to the Extra Minutes offer according to the arrangement specified in the Supplemental Agreement to the Sales and Services Agreement.

3.2 The Customer shall not be entitled to Extra Minutes offer upon the occurrence of any of the following events before the expiry of the Term:

- a) if the Customer changes to a (i) service plan with monthly fee equal to or below the Service Plan amount specified in the Supplemental Agreement to the Sales and Services Agreement or (ii) 2G Service Plan or (iii) PayGo Service Plan or (iv) IC2N Service plan; or
- b) if the Customer cancels the Selected Service (if applicable); or
- c) if the Customer subscribes to other special offers, including handset or fixed term contract service plan; or
- d) if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
- e) if the mobile telephone service is terminated/disconnected for whatever reason.

3.3 If the Customer does not notify the Company of termination of the Extra Minutes offer prior to the expiry of the offer period, the Company shall automatically charge the Customer for the such services at the prevailing monthly fee after the expiry of the offer period.

4) The Customer shall pay the Company liquidated damages specified in the Supplemental Agreement to the Sales and

Services Agreement upon the occurrence of any of the following events before the expiry of the Term:

- a) if the Customer changes to a (i) service plan with monthly fee equal to or below the Service Plan amount specified in the Supplemental Agreement to the Sales and Services Agreement or (ii) 2G Service Plan or (iii) PayGo Service Plan or (iv) IC2N Service plan; or
- b) if the Customer cancels the Selected Service (if applicable); or
- c) if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
- d) if the mobile telephone service is terminated/disconnected for whatever reason.

5) Integrated Voice & Data Plan (“the Data Services”)

5.1 The data usage applies to local use only. Standard roaming data charge applies during roaming.

5.2 The data usage on Integrated Voice & Data Plan applies to mobile phone use only and handset APN setting must be “SmarTone”. The data usage includes Internet browsing, watching videos on the Internet, file upload/download, VoIP and instant messaging. Additional data usage charge is \$10/10MB, usage is rounded up to the nearest 10MB, maximum charge is \$298 per month. \$0.06/KB for data access from PC using mobile phone as a modem or using “SmarTone Broadband” (Internet) APN or any other APN, and maximum charge is \$898 per month.

5.3 The data usage is not applicable to Blackberry handsets (unless Customer subscribes to specified BlackBerry email service plan or service offer.), in which case \$0.03/KB will be charged and maximum charge is \$898 per month.

5.4 The Customer agrees to and shall comply with the following Fair Usage Policy in the use of the Data Services:

- a) The Company may monitor the Customer usage of the Data Services.
- b) 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 for such data usage.



- c) The Data Services shall not be used under any one of the following circumstances, including but without limitation (i) using the Data Services in any manner which adversely affects the Company's ability to provide, complete or maintain the level or quality of its network or other services; and (ii) in any manner which is designed to unfairly exploit the usage or to cause loss or damage to the Company such as using the Data Services for commercial purposes or reselling the Data Services.

- d) To ensure the system resources of the Company's telecommunications network ("Network") is equitably allocated amongst users ("Users") of the Services, the Company may monitor the Customer's usage of the Services. If the Customer fails to comply with any of the prohibitions specified in Clause 5.4b or Clause 5.4c; or upon the occurrence of any one or more of the circumstances specified in Clause 5.4b or Clause 5.4c; or if in the reasonable opinion of the Company, the Customer's use of the Services is excessive or unreasonable or adversely effects the Company's ability to provide, complete or maintain the level or quality of its Network or other services to the Users or to cause loss or damage to the Company, the Company may forthwith take such steps it considers reasonably necessary or appropriate including but not limited to restricting or limiting the throughput or amount of data transferred, suspending or terminating the Services to the Customer without notice.