

Terms & Conditions T&C-T244
Term For FUP Unlimited Data Plan Free Trial

SmarTone

1) Service Plan:

- 1.1 FUP Unlimited Data Plan Free Trial is only available to Customer who has signed a new contract for a designated "5GB or above data usage" monthly service plan ("Specified Service Plan"). It cannot be used in conjunction with Multi-SIM Monthly Plan and Tag-On SIM Plan
- 1.2 After subscription of the FUP Unlimited Data Plan, the total local data usage of the Specified Service Plan will be raised to unlimited data usage (subject to Fair Usage Policy, described in Clause 3) for the Free Trial Period specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) ("Free Trial Period").
- 1.3 The FUP Unlimited Data Plan Free Trial will be terminated automatically after the end of the Free Trial Period.
- 1.4 If the Customer upgrades to other service plan during the Free Trial Period, the FUP Unlimited Data Plan Free Trial would be cancelled automatically.
- 1.5 This Service Plan is not applicable to 2G phones / connected devices or any phones / connected devices which have manually opted for 2G network, and not applicable to other connected devices (including but not limited to USB modem / pocket wi-fi / TV box).

2) Data Services for Service Plan ("the Data Services"):

- 2.1 4G is only available with compatible phones and SIM cards.
- 2.2 The data usage applies to local use only. Standard roaming data charge applies during roaming.
- 2.3 Users of Blackberry 7 OS and earlier version need to subscribe to the specified Blackberry service plan for the data usage.
- 2.4 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.

3) Fair Usage Policy:

- 3.1 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) Under FUP (Fair Usage Policy), when monthly data usage reaches the plan's data allowance, data service continues without speed throttling or data capping, but access to network resources will be given lower priority and data service experience may be affected.