

**Terms & Conditions T&C-T295**  
**FUP Unlimited Data Plan**

**SmarTone**

**1) Service Plan:**

- 1.1 The FUP Unlimited Data Plan is only available to Customer who has subscribed to a designated “5GB or above data usage” monthly service plan without an existing fixed term contract at the time of subscription of the FUP Unlimited Data Plan. It cannot be used in conjunction with 10GB Add-on Local Data Plan, Multi-SIM Monthly Plan and Tag-On SIM Plan.
- 1.2 Subscription of this Service Plan is provided on a monthly basis.
- 1.3 The Customer shall use the following applicable Service Plan and services:
  - a) the FUP Unlimited Data Plan specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement); and
  - b) any of the services (“Selected Services”) specified in the Company’s web site “Terms and Conditions” relating to this offer and the aggregate monthly fee (after deduction of any rebate) of such Selected Services is equal to or above the amount specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement).
- 1.4 Free WiFi service
  - a) Free WiFi service is available to a Customer who has subscribed to a designated FUP Unlimited Data Plan. The Customer is required to register for WiFi service.
  - b) Free WiFi service will be terminated if the Customer changes to other service plan
- 1.5 The Service Plan is charged on a monthly basis. The monthly charges for the first month will be charged on a pro-rata basis from the service effective date to the first bill date. The monthly charges are payable in advance and non-refundable under whatever circumstances.
- 1.6 After subscription of the FUP Unlimited Data Plan, the total local data usage will be raised to unlimited data usage (subject to Fair Usage Policy, described in Clause 3).
- 1.7 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).
- 1.8 The Company reserves the right to vary the service charge of the Service Plan at any time by giving not less than 30 days prior notice.

**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.