

**Terms & Conditions T&C T012**  
**Terms & Conditions for NihonGo Service Subscription**

The following terms and conditions are supplemental to the Sales and Services Agreement and the Company's General Conditions of Services (Please refer to T&CB01-03 & T&C18 published at <http://www.smartone.com>).

**1) Term**

The contract term ("Term") is 12 months from the service effective date.

**2) Applicable Service Plan:**

Service Plan
\$118/300mins NihonGo Plan
\$148/500mins NihonGo Plan
\$168/1,000mins NihonGo Plan
\$198/2,000mins NihonGo Plan
\$248/3,000mins NihonGo Plan

**3) The Customer shall pay the Company liquidated damages (\$800) upon the occurrence of any of the following events before the expiry of the Term:**

- a) if the Customer changes the mobile telephone number / the registered name for the mobile telephone number;
- b) if the Customer terminates the "NihonGo" service
- c) if the Customer changes the selected "NihonGo" Plan other than the above applicable plans ;
- d) if the mobile telephone service is terminated/disconnected for whatever reason.

**4) NihonGo Services ("the Services")**

The Services include:

- a) Browse Internet - via the native browser on the Customer's mobile phone\*, it includes music and video streaming
- b) E-mailing - receive and send web e-mails via the native browser on the Customer's mobile phone\*, download attachments/ files are not included
- c) View Internet video - stream Internet videos via the native browser on the Customer's mobile phone\*

\*Include mobile phones and PDA phones

- d) The Services do not include the usage of uploading/ downloading files.
- e) If the Customer's usage of the Services (i.e. browsing on a native browser on mobile phone models specified by the Company) is in breach of any of the prohibited use specified above, the Company will ask the Customer to reduce the usage. If the Customer fails to do so, the Company reserves the right to charge the Customer for the excessive usage at a rate specified by the Company, or suspend or terminate the Services, or the Company may take any steps it considers reasonably necessary or appropriate forthwith without notice.

## 5) Fair Usage Policy

- a) The Company may monitor the Customer usage of the Services.
- b) The Customer must use the 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 Services, the Company has the right to forthwith suspend / terminate the Services without notice. Also the Company has the right to charge the Customer use of the Services at the Company's prevailing rate for such data usage.
- c) The Services shall not be used under any one of the following circumstances, including but without limitation (i) using the 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 Services for commercial purposes or reselling the Services.
- d) If the Customer fails to comply with any of the prohibitions specified above or if in the reasonable opinion of the Company, the Customer's use of the Services is excessive or unreasonable, the Company may ask the Customer to moderate the usage. If the Customer fails to do so, the Company reserves the right to charge the Customer for the excessive usage at a rate specified by the Company, or suspend or terminate the Services, or the Company may take any steps it considers reasonably necessary or appropriate forthwith without notice.