$68 Monthly Pack Prepaid SIM Card
TERMS AND CONDITIONS

SmarTone

Monthly Pack Prepaid SIM Cards ("the SIM Cards") are made available to Customers by SmarTone Mobile Communications Limited ("the Company") subject to the terms and conditions for Mobile Telephone Service (T&C 01, 01A) (where applicable; a copy of which is available on request) and upon the following terms and conditions.

1. Use of the SIM Card constitutes acceptance by the Customer of the Company's terms and conditions for the SIM Cards.

2. The SIM Card enables a Customer to make International and Roaming calls. International and Roaming call charges are in accordance with the tariff and are subject to change from time to time without prior notice.

3. If the SIM Card is damaged by the Customer, the Company may replace the damaged SIM Card subject to the payment of handling charges.

4. All questions and disputes regarding airtime and data charges, remaining credit and expiry date of the SIM Card will be decided by the Company at its sole discretion. All questions and disputes relating to call and data charges must be submitted to the Company within one month from the date of the call in question.

5. The value of the SIM Card can be recharged at any of the recharging units specified by the Company or by the purchase of recharge vouchers ("Vouchers") at the Company's retail outlets.

6. The Company does not provide refunds or make any transfer of:
   a. any unused portion of the value of (i) the SIM card whether before or after its expiry date or (ii) the Voucher;
   b. any value of the SIM card directed to an incorrect SIM card account during the recharge process;
   c. any value of the SIM card being utilized by fraudulent and unauthorised use of the SIM card.

7. In the case of a lost SIM card, the Company does not provide refund for any value of the lost SIM card being utilized during the period of loss or thereafter. Any claims for replacement or termination of the Service of the SIM card will not be entertained by the Company.

8. In case of a lost of SIM card, the Company may replace a new SIM card for the Customer provided the Customer can produce to the Company the original SIM card holder with the serial number of the SIM card clearly stated on the holder and the SIM card is still valid before the expiry date. The Customer is required to pay a handling charge to the Company for the replacement of the lost SIM card.

9. The Company reserves the right to terminate or suspend the Service of the SIM Card at any time, (i) if in the opinion of the Company there has been, or is likely to be fraudulent, illegal or improper use of the Service through the use of the SIM Card; or (ii) if it is necessary for the Company to comply with an order, instruction, determination or direction of a judicial body, government or regulatory authority.

10. Data Services are applicable for access from mobile phones (excluding BlackBerry phones) and tablets only.

11. The SIM Card supports local 4G data service. 4G data roaming is supported.

12. 4G service is only available with compatible phones, Internet devices and SIM cards.

13. 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.

14. 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 cause loss or damage to the Company such as using the Services for commercial purposes or reselling the Services.

15. If the Customer fails to comply with any of the prohibitions specified in Clause 14; or upon the occurrence of any one or more of the circumstances specified in Clause 14; or if in the reasonable opinion of the Company, the Customer's use of the Services adversely effects the Company's ability to provide, complete or maintain the level or quality of its Network or other services 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, limiting, suspending or terminating the Services to the Customer without notice.

16. Fair Usage Policy
    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 the data usage of Prepaid Monthly Plan within a month, calculated from the first day of the billing cycle, reaches fair usage level of 2GB, the data service will continue at a speed up to 1Mbps.
    c. Under FUP (Fair Usage Policy), when the data usage of Always-on Local Data Packs within a month, calculated from the first day of the billing cycle, reaches fair usage level of 5GB, the data service will continue at a speed up to 384kbps.

17. The liability of the Company to a Customer, whether in contract, tort or otherwise, in relation to the SIM card shall be limited to the remaining value of the SIM card.

18. Any disputes in connection with or arising from the use of the SIM card shall be determined in accordance with the laws of Hong Kong Special Administrative Region.

19. The Company shall not be liable to the Customer for loss or damage resulting from delay or failure of the service where such delay or failure shall be due to causes beyond its reasonable control, or which is not occasioned by its fault or negligence, including, but not limited to war, the threat of imminent war, riots or other acts of civil disobedience, insurrection, acts of God, restraints, imposed by governments or any other supranational legal authority, or any other industrial or trade disputes, fires, explosion, storms, floods, lightning, earthquakes and other natural calamities.

20. The Company reserves the right to vary the Service Plan and/or charges for the Services at any time as it thinks fit. For the latest service details and charges, please refer to SmarTone's website.

21. The Company reserves the right at anytime 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.

22. The terms and conditions herein are written in English and Chinese.