

(Applicable only to customers of designated SmarTone Home 5G Broadband service monthly plans)

Terms and Conditions for “SmarTone Home 5G Broadband Top-up Data Pack” (the “Top-up Data Pack”)

1. This offer is available from 13 May 2026 to 31 Dec 2026, both dates inclusive (the “**Offer Period**”).
2. During the Offer Period, any customer (the “**Customer**”) of SmarTone Mobile Communications Limited (“**SmarTone**”), who has an active subscription of a designated Home 5G Broadband service monthly plan (the “**Eligible Service**”), may purchase any Top-up Data Pack(s) at the channel(s) designated by SmarTone subject to the terms and conditions set out herein (the “**Offer**”). For more details on charges, please visit <https://www.smartone.com/SmarTone-CARE/intro/english/index.html?redirect=usage>.
3. If the Customer has exhausted the designated monthly usage included in his/her Eligible Service plan, the Top-up Data Pack kicks in, delivering the same network priority and data experience. Once the Top-up Data Pack is exhausted, suspended or terminated, the Customer’s continued use of the Eligible Service and the network priority are governed by the Fair Usage Policy as set out in the Sales and Services Agreement (i.e. Customers can continue to use the Eligible Service but access to network resources will be given a lower priority and data service experience may be affected).
4. The Top-up Data Pack is valid from the purchase date through the end of the billing cycle in which it is purchased. **Any unused usage from the Top-up Data Pack will automatically expire and be forfeited at the end of that billing cycle.**
5. The provision of the service is subject to the network coverage of the Company. In case particular spots where the 5G network are not available, we will continue to provide the service through 4G network. Internet experience can vary due to factors such as the relative position between user and the base stations, the download server resources, Internet traffic conditions, the number of users, users’ devices and other factors that may arise. Wi-Fi coverage depends on factors such as area & layout of the premises, construction materials, and other extraneous factors.
6. The Offer and the fees for the Top-up Data Pack are subject to change without prior notice. **The Offer and the Top-up Data Pack are for personal and non-commercial use by the Customer and are non-redeemable, non-exchangeable, and non-refundable for cash, credit, or other services or products.**
7. **SmarTone may, with or without prior notice, revise these Terms and Conditions, and any changes will be posted on its website at www.smartone.com. Any revised version shall be effective as at the date of publication on the website or such other date specified in the notice, as the case may be. The Customer’s continued use of, or access to, the Eligible Service on or after the effective date indicates his/her unequivocal acceptance of such changes.**
8. **SmarTone may, with or without prior notice, terminate or suspend the Offer or any Top-up Data Pack if (a) it is necessary for SmarTone to comply with any applicable laws, regulations, order, instruction, determination or direction of a judicial body, government or regulatory authority; (b) the Customer’s Eligible Service has been suspended or otherwise terminated; or (c) SmarTone reasonably believes that the Customer involves in or allows any act or content that is abusive, illegal, fraudulent, improper, obscene, indecent, immoral, defamatory, dishonest, misleading, discriminatory, constitutes incitement of hatred, or involves sedition or secession, or that endangers public order or national security.**
9. In case of any dispute related to this Offer or these Terms and Conditions, SmarTone reserves the right to make the final decision. The Offer is also subject to [Terms and Conditions for SmarTone Home 5G Broadband Services](#) and any other applicable terms and conditions.
10. In the event of any discrepancies between the Chinese and English versions, the English version shall prevail.