



Terms & Conditions T&C-M001 (SIM Only Plans)

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&C B01 published at smartone.com).

1) Term

The Customer is required to subscribe to the SIM Only Plan for 18 months ("Term") from the service effective date.

2) Applicable Service Plan

Monthly Plan	Local Data Usage	Voice Minutes		Free Services during the Term	Free Value Added Services	Liquidated damages (HK\$)
		Basic	Intra			
\$208	Unlimited	N/A	N/A	WiFi hotspots Service (Original price: \$60/month)	N/A	\$1,000
\$238	Unlimited	1000	600	X-Power (Original price: \$48/month)	- Intra SMS	\$1,000
\$298	Unlimited	1400	600	X-Power (Original price: \$48/month) WiFi hotspots Service (Original price: \$60/month)	- voice mail, call forwarding, caller number display, call waiting and conference call	\$1,000

3) Offer Terms and Conditions

3.1 The Customer shall pay the Company liquidated damages (HK\$1,000) upon the occurrence of any of the following events before the expiry of the Term:

- a) if the Customer changes (i) the above Service Plan or (ii) to PayGo Service Plan or (iii) to IC2N Service plan; or
- b) if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
- c) if the mobile telephone service is terminated/disconnected for whatever reason.

3.2 If the Customer does not notify the Company of termination of the free services specified above prior to the expiry of the Term, the Company shall automatically charge the Customer for the free services specified above at the prevailing monthly fee after the expiry of the Term.

4) Data Services for SIM Only Plans ("Data Services")

4.1 SIM Only Plans is only applicable for use on Tablet devices specified by the Company from time to time.

4.2 The data usage included applies to local use only.

- 4.2.1 The data usage on SIM Only Plans applies to designated Tablet device use only and designated Tablet device (not applicable to iPad) APN setting must be "SmarTone". The data usage includes Internet browsing, watching videos on the Internet, file upload/download, VoIP and instant messaging.

\$0.06/KB for data access from PC using Tablet (not applicable to iPad) as a modem or using "SMC Broadband" (Internet) APN or any other APN, and maximum charge is \$898 per month.

4.2.2 The data usage on \$298 SIM Only Plan applies to designated Tablet device use and local access from PC using designated Tablet device as a modem.

4.3 The Customer must use the Data Services with settings [including but not limited to the APN setting (only applicable to data services)] and device 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 for such data usage.

5) Roaming

5.1 Customer is required to register for roaming service at the Company's stores or through the Company's dedicated 24-hour hotline 2880 2622.

5.2 Standard Rate is applicable to all subscribers of SIM Only Plans

5.3 Customers should top up their accounts for roaming tethering usage.

5.4 Payment should be made by credit card autopay.

6) Data Roaming Day Plan

6.1 Customer may opt-in for the Data Roaming Day Plan at the same time when registering for the roaming service or at any time thereafter at the Company's stores or by contacting the Company's 24-hour hotline 2880 2622.

6.2 Opt-in Data Roaming Day Plan is applicable to contract plan subscribers of SIM Only Plans only.

6.3 Data Roaming Day Plan is charged on a day basis ("Day Charge") starting from 00:00 and ending on 23:59 ("Day").

6.4 Once opt-in, the Customer will be charged in accordance with the tariffs for the Data Roaming Day Plan whenever the Customer consumes data while roaming in any of the designated countries covered under the Data Roaming Day Plan. The Customer may opt-out of the Data Roaming Day Plan any time at the Company's stores or through the Company's 24-hour hotline 2880 2622. Once the Customer has opt-out of the Data Roaming Day Plan, all data consumption will be charged at the Standard Rate.

6.5 If the Customer opt-out of the Data Roaming Day Plan during the Day and subsequently opt-in the Data Roaming Day Plan again ("Re-registration") in the same Day, the Customer shall pay a new Day Charge once only upon Re-registration whenever the Customer consumes Data while roaming in the same country covered under the Data Roaming Day Plan.

6.6 If the Customer switch-off the Data Roaming Day Plan temporarily during the Day and subsequently switch-on the Data Roaming Day Plan again ("Re-activation") in the same Day, the Customer shall pay a new Day Charge once only upon Re-activation whenever the Customer consumes Data while roaming in the same country covered under the Data Roaming Day Plan.

- 6.7 Roaming service outside Hong Kong is only available in designated countries with specific network(s) designated by the Company. Such networks specified by the Company are subject to change from time to time without prior notice.
- 6.8 Data usage included in Data Roaming Day Plan applies to email, email push, picturemail / moviemail and browsing only. Audio and video streaming and file download can be effected by the Customer on a per use basis which is charged at \$30/MB. All applications download, running of applications and tethering will be barred.
- 6.9 Whilst the Customer is roaming in a country designated by the Company, the Customer may under certain circumstances (e.g. cellular coverage spill over from neighboring country due to geographic proximity of countries) roam onto a different country's network (the "Second Country Network"). (Exception in the case for roaming in Macau or China where Macau and China shall be treated as two different countries under this Clause 6.9). In the event that the Second Country Network is included within those networks specified by the Company for Data Roaming Day Plan, the Company will also charge the Customer for roaming on the Second Country Network according to the Data Roaming Day Plan.
- 6.10 Data Roaming Day Plan is only applicable for use on Tablet devices specified by the Company from time to time
- 6.11 Payment should be made by credit card autopay.

7) Fair Usage Policy

- 7.1 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) Customer who has reached the monthly local data fair usage level specified by the Company from time to time can still continue to use the Services. However, the Customer will be given lower priority to access the network resources for the remainder of the billing period, where the Customer's experience may be affected when the network traffic is busy, but in any event the data access speed (upload and download) will not be restricted to less than 128kbps.