



# Terms & Conditions T&C-M009 (Terms & Conditions for Tablet device offer)

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 published at smartone.com).

**1) Term**

The contract term is 24 months (“Term”) and starts from service effective date.

**2) Service Plan**

2.1 The Customer shall use the following applicable Service Plan as specified in the Sales and Services Agreement during the Term:

Monthly Service Plan	Local Data Usage	Voice Minutes		Free Services during the Term	Free Value Added Services
		Basic	Intra		
\$298	500MB (Thereafter data usage : \$10/5MB, and monthly cap at \$298 )	1200	900	N/A	- Intra SMS  - voice mail, call forwarding, caller number display, call waiting and conference call
\$438	Unlimited	1800	1500	- WiFi hotspots Service (Original price: \$60/ month)	

Customer who subscribe the \$298 & \$438 Plan shall use the following selected services (“Selected Services”) and the aggregate monthly charge of such Selected Services shall not be less than \$36/month during the Term:

a	News	f	Crystal Ball Horoscope SMS	k	Handset & PC Connection Plan
b	PLUS Monthly Plan	g	Mobile MSN	l	Tethering Pack
c	My connecting tone	h	X-Power for Tablet	m	WiFi Service Plan
d	Connecting tone channel-Basic plan	i	HK Racing Infocast	n	HD Wide
e	Connecting tone channel-Premium plan	j	Soccer Infocast		

2.1 Voice minutes only apply to tablet device with 3G voice function. For details, please refer to the specifications of each model.

**3) Rebate offer**

3.1 Credit Amount to be credited to the Customer varies according to the handset model and monthly plan selected by the Customer and will be credited to the Customer during the Term according to the credit arrangement specified in the Sales and Services Agreement.

- 3.2 If, on the date of this Sales and Services Agreement, the Account is already subject to an arrangement (each a "Previous Credit Arrangement") under which any sums or charges prepaid by the Customer or the Company are to be credited by the Company to the Account, the crediting of the first installment to the Account by the Company under this Sales and Services Agreement shall be postponed to the date falling 30 days after the date of cessation of: (a) the Previous Credit Arrangement; or (b) if there is more than one Previous Credit Arrangements, the Previous Credit Arrangement with the latest expiry date. The date of cessation of the Previous Credit Arrangement will be deemed to be the date on which the last amount to be credited to the Account under the Previous Credit Arrangement is actually credited to the Account.
- 3.3 The Credit Amount paid by the Company will only be applied by the Company to meet the Customer's payment obligations to the Company in respect of the Account. However, the Customer cannot set-off any other sum payable to the Company against any part of the Credit Amount payable by the Company to the Account.
- 3.4 The Credit Amount cannot be exchanged for cash.
- 3.5 The Company shall not be under any obligation to pay any interest to the Customer on the Credit Amount.
- 3.6 The Customer shall not be entitled to the Credit Amount or any balance thereof and the free services upon the occurrence of any of the following events before the expiry of the Term:
- a) if the Customer changes to (i) a service plan with monthly fee below the Service Plan amount specified in the Sales and Services Agreement or (ii) PayGo Service Plan or (iii) IC2N Service plan; or
  - b) if the Customer disconnects any of the above Selected Services resulting in the aggregate monthly charge for such Selected Services to be less than \$36/month; or
  - c) if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
  - d) if the service is terminated/disconnected for whatever reason.
- 4) The Customer shall pay the Company liquidated damages (which is equivalent to the sum of the monthly fee of applicable plan multiply by the remaining months of the Term) upon the occurrence of any of the following events before the expiry of the Term:
- a) if the Customer changes to (i) a service plan with monthly fee below the Service Plan amount specified in the Sales and Services Agreement or (ii) PayGo Service Plan or (iii) IC2N Service plan; or
  - b) if the Customer disconnects any of the above Selected Services resulting in the aggregate monthly charge for such Selected Services to be less than \$36/month; or
  - c) if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
  - d) if the service is terminated/disconnected for whatever reason.
- 5) 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.
- 6) Data Services for Data Plan ("Data Services")**
- 6.1 The Data Plan is only applicable for use on Tablet devices specified by the Company from time to time
- 6.2 The data usage included applies to local use only. Thereafter local data usage charge is \$10/5MB, usage is rounded up to the nearest 5MB, and maximum charge is \$298 per month

- 6.3 The data usage applies to designated Tablet device use only and designated Tablet device APN setting must be "SmarTone". The data usage includes Internet browsing, watching videos on the Internet, file upload / download, VoIP and instant messaging.
- 6.4 \$0.06/KB for data access from PC using designated Tablet device as a modem or using "SMC Broadband" (Internet) APN or any other APN, and maximum charge is \$898 per month.
- 6.5 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 for such data usage.

## **7) Roaming**

- 7.1 Customer is required to register for roaming service at the Company's stores or through the Company's dedicated 24-hour hotline 2880 2622.
- 7.2 Standard Rate is applicable to all subscribers of this Data Plan.
- 7.3 Customers should top up their accounts for roaming tethering usage.
- 7.4 Payment should be made by credit card autopay.

## **8) Data Roaming Day Plan**

- 8.1 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.
- 8.2 Opt-in Data Roaming Day Plan is applicable to contract plan subscribers of this Data Plan only.
- 8.3 Data Roaming Day Plan is charged on a day basis ("Day Charge") starting from 00:00 and ending on 23:59 ("Day").
- 8.4 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.
- 8.5 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 be pay a new Day Charge once again upon Re-registration whenever the Customer consumes data while roaming in the same country covered under the Data Roaming Day Plan.
- 8.6 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.

- 8.7 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.
- 8.8 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.
- 8.9 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 8.9). 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.
- 8.10 Data Roaming Day Plan is only applicable for use on Tablet devices specified by the Company from time to time
- 8.11 Payment should be made by credit card autopay.

## 9) Fair Usage Policy

- 9.1 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.