

**Terms & Conditions T&C 06F21  
(3G Integrated Data Combo)**

**SmarTone**

Date: \_\_\_\_\_ Sales Agreement No.: \_\_\_\_\_ A/C No.: \_\_\_\_\_

Registered Name: \_\_\_\_\_ Mobile No.: \_\_\_\_\_

Customer agrees to this 'Terms & Conditions T&C 06F21'.

**1) 3G Integrated Data Combo (“the Services”):**

The data usage applies to local use only. Standard roaming data charge applies during roaming.

The data usage is not applicable to Blackberry handsets (unless Customer subscribes to specified BlackBerry email service plan or service offer.), in which case \$0.03/KB will be charged and maximum charge is \$898 per month.

**The data usage applies to mobile phone use only and handset 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 mobile phone as a modem or using “SmarTone Broadband” (Internet) APN or any other APN, and maximum charge is \$898 per month.** Standard roaming data charge applies during roaming.

The Customer must use the Services with settings (including but not limited to the APN setting) 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.

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.

If the Customer is in breach of any of the prohibited use specified above, the Company has the right to forthwith suspend / terminate the Services without notice. Also, the Company has the right to charge the Customer for breach of the prohibited use at the Company’s prevailing rate for such data usage.