

**Terms & Conditions T&C-M037**  
**Contract Term For USB modem / Pocket Wi-Fi SIM Only Subscription**



The following terms and conditions are supplemental to the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) and the Company’s General Conditions of Services (Please refer to T&C B01 published at [smartone-com](http://smartone-com)).

**1) Term**

The contract term (“Term”) is specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) and start from the service effective date.

**2) Service Plan**

2.1 The Customer shall use the Service Plan specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) during the Term.

2.2 The data usage under the Service Plan is only available for use on dedicated devices.

2.3 Offer detail

Credit offer	Credit Amount
Wi-Fi Service Plan* full credit back during the Term	Wi-Fi Service monthly fee \$60

\*Customer is required to register for Wi-Fi service

**3) Offer Terms and Conditions**

3.1 If, on the date of this Sales and Services Agreement (or Supplemental Agreement to 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 (or Supplemental Agreement to 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.

3.2 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 the Mobile Broadband number / the registered name for the Mobile Broadband number; or
- b) if the Customer changes to a service plan with monthly fee equal to or below the Service Plan amount specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) ; or
- c) if the Mobile Broadband service is terminated/disconnected for whatever reason.

3.3 If the Customer does not notify the Company of termination of the Wi-Fi services specified above prior to the expiry of the Term, the Company shall automatically charge the Customer for such services at the prevailing monthly fee after the expiry of the Term.

**4) Data Services for Service Plan (“Data Services”)**

4.1 4G is only available with compatible Internet devices and SIM cards.

4.2 The data usage applies to local use only.

4.3 The Customer must use the Data Services with settings [including but not limited to the APN setting (only applicable to data services)]. Customer can check with the Company’s front-line staffs for the latest information on setting. 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) Data Roaming**

5.1 One rate for roaming worldwide: \$0.12/KB.

5.2 Customers should top up their accounts for roaming usage.

## **6) Fair Usage Policy**

6.1 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 can still continue to use the Service. However, the customer may have lower network access priority for the remainder of the billing period. Data access speed (upload and download) will not be restricted to less than 128kbps.