Terms & Conditions T&C-M068 Contract Term For Data Plans for iPad

SmarTone

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 <u>smartone.com</u>).

1) Data Plans for iPad

Monthly Fee	Local data usage	Entitlement during Term	Contract Period	Liquidated damages (HK\$)
\$108	250MB	WiFi service	n/a	n/a
\$218	2GB			

*Customer is required to register for WiFi service

- 1.1 Data Plans for iPad is only applicable for use with designated devices.
- 1.2 Whenever the data usage of the Customer under the relevant Service Plan nearly reaches the specified local data usage ("Specified Data Usage") the Company will notify the Customer by SMS or via email or via web browser of his data consumption. The Customer may by return SMS or via subscription page link to the email or web browser purchase a top-up of 500MB at \$50 ("Top Up") for usage of data for the remaining period of that month. If the Customer does not wish to purchase the Top Up, local data service under the relevant Service Plan will be automatically suspended when the Customer's data usage reaches the Specified Data Usage. Customer may purchase the Top Up at that time or wait until the beginning of the next monthly bill for the new Specified Data Usage allowance under the relevant Service Plan.
- 1.3 The Service Plan is charged on a monthly basis. The monthly charges for the first month will be charged on a pro-rata basis from the service effective date to the first bill date. The monthly charges are payable in advance and non-refundable under whatever circumstances.

2) Data Services for Service Plan ("Data Services")

- 2.1 4G is only available with compatible Internet devices and SIM cards.
- 2.2 The data usage applies to local use only.
- 2.3 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.

3) Data Roaming

- 3.1 Customer is required to register for roaming service at the Company's stores or through the Company's dedicated 24-hour hotline 2880 2622.
- 3.2 Standard Rate is applicable to all subscribers of this Data Plan
- 3.3 Payment should be made by credit card autopay.