

**Terms & Conditions T&C-T006**  
**Contract Term For Int. Voice & Data Plan SIM Only Subscription**

**SmarTone**

**1) "Term"**

The Term is specified in the Sales & Services Agreement and start from the service effective date.

**2) Service Plan and Offer Details:**

The Customer shall use the Service Plan specified in the Sales & Services Agreement during the Term.

**3) Offer Terms and Conditions:**

- 3.1 If, on the date of this Sales & 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 & 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\$500) upon the occurrence of any of the following events before the expiry of the Term:
- a) if the Customer changes to a (i) service plan with monthly fee equal to or below the Service Plan amount specified in the Sales & Services Agreement or (ii) 2G Service Plan or (iii) PayGo Service Plan or (iv) 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 to the mobile telephone number is terminated/disconnected for whatever reason.

**4) Integrated Voice & Data Plan ("the Data Services"):**

- 4.1 The data usage applies to local use only. Standard roaming data charge applies during roaming.
- 4.1.1 The data usage on Integrated Voice & Data Plan 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. Additional data usage charge is \$10/10MB, usage is rounded up to the nearest 10MB, maximum charge is \$298 per month. \$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.
- 4.2 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.
- 4.3 The Customer agrees to and shall comply with the following Fair Usage Policy in the use of the Data Services:
- 4.3.1 The Company may monitor the Customer usage of the Data Services.
- 4.3.2 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.
- 4.3.3 The Data Services shall not be used under any one of the following circumstances, including but without limitation (i) using the Data 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 Data Services for commercial purposes or reselling the Data Services.
- 4.3.4 If the Customer fails to comply with any of the prohibitions specified above or if in the reasonable opinion of the Company, the Customer's use of the Data Services is excessive or unreasonable, the Company may ask the Customer to moderate the usage. If the Customer fails to do so, the Company reserves the right to charge the Customer for the excessive usage at a rate specified by the Company, or suspend or terminate the Data Services, or the Company may take any steps it considers reasonably necessary or appropriate forthwith without notice.