

**Terms & Conditions T&C-T020
Contract Term for Tethering Pack**



1) Term:

The contract term for Tethering Pack is specified in the Sales and Services Agreement ('Term') and starts from the service effective date.

2) Service Plan:

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

Service Plan	Applicable Customer	Monthly fee	Include data usage	Thereafter rate for local data usage
Tethering Pack (for handset and PC connection)	Customer subscribes to 3G Price Plan	\$50	50MB	\$15 / 15MB, price ceiling at \$298 [#]
	Customer subscribes to Integrated Voice & Data plan (with specified data usage)	\$50	50MB	\$10 / 10MB, price ceiling at \$298 (for SIM only Integrated Voice & Data plan* \$10 / 5MB, price ceiling at \$298 (for handset-subscription Integrated Voice & Data plan)^
	Customer subscribes to Integrated Voice & Data plan (with unlimited data usage)	\$50 / \$148	Unlimited local data usage	
Tethering Pack (for Tablet device and PC connection)	Customer subscribes to Tablet SIM Data plan (with specified data usage)	\$50	50MB	\$10 / 5MB, price ceiling at \$298 [^]
	Customer subscribes to Tablet SIM Data plan (with unlimited data usage)	\$50	Unlimited local data usage	

Remarks:

- [#] Thereafter local data usage charge is \$15/15MB, usage is rounded up to the nearest 15MB, maximum charge is \$298 per month.
- ^{*} Thereafter local data usage charge is \$10/10MB, usage is rounded up to the nearest 10MB, maximum charge is \$298 per month.
- [^] Thereafter local data usage charge is \$10/5MB, usage is rounded up to the nearest 5MB, maximum charge is \$298 per month.

3) Terms and Conditions of Tethering Pack (for handset and PC connection) service (only applicable to Customer who subscribes to Integrated Voice and Data plan with specified data usage):

- 3.1 Tethering Pack (for handset and PC connection) service is only applicable to Customer who subscribes to the Integrated Voice and Data plan with specified data usage. If Customer changes to other mobile service plan during the Term, the Customer is required to change this service plan to other applicable Tethering Pack for the remaining Term.
- 3.2 Data Services for Tethering Pack ("the Data Services"):
 - 3.2.1 The data usage included applies to local use only. Standard roaming data charge applies during roaming. The data usage includes Internet browsing, watching videos on the Internet, file upload/download, VoIP, instant messaging and local access from PC using mobile phone as a modem or using mobile phone as Wi-Fi hotspot to share the connection with others.
 - 3.2.2 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.
 - 3.2.3 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.
 - 3.2.4 To ensure the system resources of the Company's telecommunications network ("Network") is equitably allocated amongst users ("Users") of the Services, the Company may monitor the Customer's usage of the Services. If the Customer fails to

comply with any of the prohibitions specified in Clause 3.2.2 or Clause 3.2.3; or upon the occurrence of any one or more of the circumstances specified in Clause 3.2.2 or Clause 3.2.3; or if in the reasonable opinion of the Company, the Customer's use of the Services is excessive or unreasonable or adversely affects the Company's ability to provide, complete or maintain the level or quality of its Network or other services to the Users or to cause loss or damage to the Company, the Company may forthwith take such steps it considers reasonably necessary or appropriate including but not limited to restricting or limiting the throughput or amount of data transferred, suspending or terminating the Services to the Customer without notice.

4) Terms and Conditions of Tethering Pack (for handset and PC connection) service (only applicable to Customer who subscribes to Integrated Voice and Data plan with unlimited data usage):

- 4.1 Tethering Pack (for handset and PC connection) service is only applicable to Customer who subscribes to the Integrated Voice and Data plan with unlimited data usage. If Customer changes to other mobile service plan during the Term, the Customer is required to change this service plan to other applicable Tethering Pack for the remaining Term.
- 4.2 Data Services for Tethering Pack ("the Data Services"):
- 4.2.1 The data usage included applies to local use only. Standard roaming data charge applies during roaming. The data usage includes Internet browsing, watching videos on the Internet, file upload/download, VoIP, instant messaging and local access from PC using mobile phone as a modem or using mobile phone as Wi-Fi hotspot to share the connection with others.
- 4.2.2 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.
- 4.2.3 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.
- 4.2.4 To ensure the system resources of the Company's telecommunications network ("Network") is equitably allocated amongst users ("Users") of the Services, the Company may monitor the Customer's usage of the Services. If the Customer fails to comply with any of the prohibitions specified in Clause 4.2.2 or Clause 4.2.3; or upon the occurrence of any one or more of the circumstances specified in Clause 4.2.2 or Clause 4.2.3; or if in the reasonable opinion of the Company, the Customer's use of the Services is excessive or unreasonable or adversely affects the Company's ability to provide, complete or maintain the level or quality of its Network or other services to the Users or to cause loss or damage to the Company, the Company may forthwith take such steps it considers reasonably necessary or appropriate including but not limited to restricting or limiting the throughput or amount of data transferred, suspending or terminating the Services to the Customer without notice.

5) Terms and Conditions of Tethering Pack (for Tablet device and PC connection) service (only applicable to Customer who subscribes to specified Tablet SIM Data Plan):

- 5.1 Tethering Pack (for Tablet and PC connection) service is only applicable to Customer who subscribes to the Tablet SIM Data Plan. If Customer changes to other Tablet SIM service plan during the Term, the Customer is required to change this service plan to other applicable Tethering Pack for the remaining Term.
- 5.2 Data Services for Tethering Pack ("the Data Services"):
- 5.2.1 The data usage included applies to local use only. Standard roaming data charge applies during roaming. The data usage includes Internet browsing, watching videos on the Internet, file upload/download, VoIP, instant messaging and local access from PC using Tablet device as a modem or using Tablet device as Wi-Fi hotspot to share the connection with others.
- 5.2.2 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.

5.2.3 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.

5.2.4 To ensure the system resources of the Company's telecommunications network ("Network") is equitably allocated amongst users ("Users") of the Services, the Company may monitor the Customer's usage of the Services. If the Customer fails to comply with any of the prohibitions specified in Clause 5.2.2 or Clause 5.2.3; or upon the occurrence of any one or more of the circumstances specified in Clause 5.2.2 or Clause 5.2.3; or if in the reasonable opinion of the Company, the Customer's use of the Services is excessive or unreasonable or adversely effects the Company's ability to provide, complete or maintain the level or quality of its Network or other services to the Users or to cause loss or damage to the Company, the Company may forthwith take such steps it considers reasonably necessary or appropriate including but not limited to restricting or limiting the throughput or amount of data transferred, suspending or terminating the Services to the Customer without notice.

- 6) The Customer shall pay the Company liquidated damages as specified in the Sales and Services Agreement upon the occurrence of any of the following events before the expiry of the Term:
- a) If the Customer changes to a service plan which is not the above Tethering Pack (for handset and PC connection) or Tethering Pack (for Tablet device and PC connection); or
 - b) If the Customer changes to PayGo plans; or
 - c) if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
 - d) if the mobile telephone service is terminated/disconnected for whatever reason.