

Terms & Conditions T&C-T029
Bolt-on Data Pack Subscription

SmarTone

1) Term

1.1 The contract term for Bolt-on Data Pack shall start from the service effective date and expire on the same date as the contract expiry date under the Customer's service number ("Bolt-on Term"). Customer can refer to the Sales & Services Agreement (or Supplemental Agreement to Sales and Services Agreement) for the details of the Bolt-on Term. If the contract expiry date under Customer's service number has already expired at the time of subscription of Bolt-on Data Pack, Customer shall subscribe the Bolt-on Data Pack for 12 months (which shall be the "Bolt-on Term").

2) Service Plan:

2.1 Bolt-on Data Pack is only applicable to Customer who subscribes to a specified 2GB local data allowance monthly service plan, including

- a) \$238 or above SIM Only Integrated Voice and Data Plan; or
- b) \$298 or above Device bundled Integrated Voice and Data Plan; or
- c) \$398 or above iPhone Plan

2.2 Customer can subscribe a maximum of 10 Bolt-on Data Packs under the same service number.

2.3 The Customer shall use the Service Plan for Bolt-on Data Pack specified in the Sales and Services Agreement during the Bolt-on Term.

2.4 The Customer shall pay the first month service fee in full upon subscription of Bolt-on Data Pack (full month of service fee is required even though usage of Bolt-on Data Pack in the first month is less than a full month) and the Customer shall be entitled to the full month of data allowance under the Service Plan for Bolt-on Data Pack.

2.5 All monthly unused data allowance cannot be carried forward to the next bill month.

3) Liquidated Damages

3.1 The Customer shall pay the Company liquidated damages (which is equivalent to HK\$100 multiply by the remaining months of the Bolt-on Term) as specified in the Sales and Services Agreement upon the occurrence of any of the following events before the expiry of the Bolt-on Term:

- a) if the Customer changes to a service plan not specified above; or
- b) if the Customer terminates Bolt-on Data Pack; 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.

4) Data Services for Bolt-on Data Pack ("the Data Services"):

4.1 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 the specified BlackBerry service plan.

4.2 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.

4.3 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 cause loss or damage to the Company such as using the Data Services for commercial purposes or reselling the Data Services.

4.4 The Company will ensure the system resources of the Company's telecommunications network ("Network") is equitably allocated amongst users ("Users") of the Data Services. If the Customer fails to comply with any of the prohibitions specified in Clause 4.3(i); or upon the occurrence of any one or more of the circumstances specified in Clause 4.3(i); or if in the reasonable opinion of the Company, the Customer's use of the Data Services 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 without notice. Details of the traffic management control are available in the Company's website smartone.com.

4.5 If the Customer fails to comply with any of the prohibitions specified in Clause 4.3(ii); or upon the occurrence of any one or more of the circumstances specified in Clause 4.3(ii); or if in the reasonable opinion of the Company, the Customer's use of the Data Services 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 Data Services to the Customer without notice.