

## **Terms & Conditions T&C-T384**

### **Contract Term for “1Mbps Unlimited Data” Plan**

#### **1) Term (If applicable):**

- 1.1 The Customer shall use the “1Mbps Unlimited Data” Plan for the period specified in the Sales and Services Agreement (“Term”). The Term shall start from the service effective date.
- 1.2 Subject to Clauses 2.6, 4.3 and 4.5, upon expiry of the contract term, the Customer may continue to use the Service.

#### **2) Service Plan:**

- 2.1 The “1Mbps Unlimited Data” Plan is only available to Customer who has subscribed to a specified 5G Service Plan. It cannot be used in conjunction with Add-on Local Data Plan, Multi-SIM Monthly Plan and Tag-On SIM Plan.
- 2.2 The Customer shall use the following applicable Service Plan and services:
- 2.2.1 the “1Mbps Unlimited Data” Plan specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement); and
- 2.2.2 any of the services (“Selected Services”) specified in the Company’s web site “Terms and Conditions” relating to this offer and the aggregate monthly fee (after deduction of any rebate) of such Selected Services is equal to or above the amount specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement).
- 2.3 Subscription of this Service Plan is provided on a monthly basis.
- 2.4 Applicable to 5G Service Plan with specified data usage
- 2.4.1 After subscription of the “1Mbps Unlimited Data”, when monthly data usage of the Specified 5G Service Plan reaches the plan's total local data allowance, data service continues with data speed up to 1Mbps in 5G network.
- 2.4.2 Applicable to Customer who has subscribed to the "Add-On SIM card":  
for the “Main SIM card” and “5G Add-On SIM card” (If applicable), data service continues with data speed up to 1Mbps in 5G network; for “4.5G Full Speed Add-On SIM card”, “4.5G 21Mbps Add-On SIM card” and “4.5G 42Mbps Add-On SIM card” (If applicable), data service continues with data speed up to 1Mbps in 4.5G network.
- 2.5 This Service Plan is not applicable to 2G phones / connected devices or any phones / connected devices which have manually opted for 2G network, and not applicable to other connected devices (including but not limited to USB modem / pocket Wi-Fi / TV box).
- 2.6 The Company reserves the right to vary the Service Plan at any time by giving not less than 30 days prior notice. The Company may suspend or terminate the Service in whole or in part without prior notice to the Customer until the earlier of the end of the Term or any renewed term (if any) of the Service or such other date which the Company and/or its partner may determine, including without limitation where: (a) in the opinion of the Company, providing the Service to the Customer would cause the Company to be in breach of any applicable law, sanction or requirement of any competent authority; (b) the Company is required to terminate the Service in compliance with any law, sanction or requirement of any competent authority or the Company’s internal policy; (c) to carry out system maintenance, upgrading, testing and/or repairs; (d) if the Company is of the opinion that such action is necessary as a result of the Customer’s use of the Service; (e) for any reason the Company deems relevant to the management or operation of the Service and the Company’s business; (f) the Service and/or any other services provided by the Company are the subject of any dispute or third party claim; (g) the Customer and/or user fails to comply with any other requirements which the Company may reasonably impose; and (h) if the Company discovers or reasonably suspects that (i) any information which the Customer and/or user provides is inaccurate, incomplete, false or misleading in any respect; and/or (ii) the Customer may have participated in any illegal, fraudulent, suspicious, deceptive, abusive or unfair conduct, or otherwise breached the terms and conditions of the Company or applicable laws and regulations.

#### **3 Rebate (If applicable):**



- 3.1 Credit Amount to be rebated to the Customer will be credited to the Customer during the Term according to the credit arrangement specified in the Sales and Services Agreement (or Supplemental Agreement to the Sales and Services Agreement).
- 3.2 The Credit Amount will be credited to the monthly bill of the Customer's Account. The first Credit Amount will be credited to the 1st monthly bill after the service effective date.
- 3.3 If, on the date of this 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 instalment to the Account by the Company under this 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.
- 3.4 The Credit Amount paid by the Company will only be applied by the Company to meet the Customer's payment obligations to the Company in respect of the Account. However, the Customer cannot set-off any other sum payable to the Company against any part of the Credit Amount payable by the Company to the Account.
- 3.5 The Credit Amount cannot be exchanged for cash.
- 3.6 The Company shall not be under any obligation to pay any interest to the Customer on the Credit Amount.
- 3.7 The Customer shall not be entitled to the Credit Amount or any balance thereof upon the occurrence of any of the following events before the expiry of the Term:
- a) if the Customer cancels 5G 1Mbps Unlimited Data Plan or changes to a service plan that is not a specified Service Plan; or
  - b) if the Customer cancels or changes any of the Selected Services resulting in the aggregate monthly fee (after deduction of any rebate) of the Selected Services to be below the amount specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement); or
  - c) if the Customer enjoys special offer including but not limited to phone offers or other contract term offers; or
  - d) if the Customer changes the mobile telephone number / the service number / the registered name for the mobile telephone number / the service number; or
  - e) if the service is terminated/disconnected for whatever reason; or

#### **4 Data Services for Service Plan ("the Data Services"):**

- 4.1 5G/4G is only available with compatible phones and SIM cards.
- 4.2 The data usage applies to local use only. Standard roaming data charge applies during roaming.
- 4.3 The Data Services of the "1Mbps Unlimited Data" Plan is restricted to personal use only. If there is any abusive or abnormal usage; the Company has the right to forthwith suspend / terminate the "1Mbps Unlimited Data" Plan without notice and charge the Customer use of the Data Services. All commercial or illegal promotion activities via the use of the "1Mbps Unlimited Data" Plan shall be prohibited.
- 4.4 Users of Blackberry 7 OS and earlier version need to subscribe to the specified Blackberry service plan for the data usage.
- 4.5 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.