

Tethering Pack Roaming Services Terms & Conditions

Tethering Pack Roaming Services are made available to Tethering Pack Customers by SmarTone Mobile Communications Limited ("the Company") subject to the terms and conditions of the Company's Sales and Services Agreement (a copy of which is available on request) and upon the following terms and conditions:

Use of the Services constitute acceptance by the Tethering Pack Customers of the Company's Sales and Services Agreement and the terms and conditions contained herein.

1. Definitions

Unless otherwise stated, the following words and expression shall have the following meanings:

"Charges" means any fees or charges relating to the Services charged by the Company from time to time and any other fees and charges (including amounts billed by the Company for and on behalf of another person) which may be specified, announced or published by the Company from time to time in connection with the Services.

"Tethering Pack Roaming Services" means the credit account subscribed by the Tethering Pack Customer with a stored value which are used for payment of roaming usage charges for data access through SmarTone Wireless Smart Plug and its software / Mobile Connect USB Smart Plug and its software from PC using mobile phone as a modem.

"Services" means the Tethering Pack Roaming Services provided by the Company.

"Voucher" means the voucher that is used for the recharge value of the credit amount in Tethering Pack Plan Roaming Services account.

2. The value stored in Tethering Pack Roaming Services account shall be used for payment of charges for data access through SmarTone Wireless Smart Plug and its software / Mobile Connect USB Smart Plug and its software from PC using mobile phone as a modem.
3. The value in the Tethering Pack Roaming Services account can be recharged at any of the authorised recharging channels specified by the Company or by the purchase of Vouchers at the Company's retail outlets or from the Company's authorized agents.
4. The value in the Tethering Pack Roaming Services account can be recharged at any of the authorised recharging channels specified by the Company or by the purchase of Vouchers at the Company's retail outlets or from the Company's authorised agents.
5. All questions and disputes regarding the Charges and remaining credit in the Tethering Pack Roaming Services account will be decided by the Company at its sole discretion. For questions and disputes on Charges, these must be submitted to the Company within three (3) months from the date of debit of the Charges in questions.
6. The Company does not provide refund or make any transfer of:
 - a. any value of the Voucher directed to an incorrect Tethering Pack Roaming Services account during the recharge process; and
 - b. any value of the Voucher being utilized by fraudulent and unauthorized use of the Tethering Pack Roaming Services account.

7. In the case of a lost Voucher, the Company does not provide refund for any value of the lost Voucher being utilized during the period of loss or thereafter.
8. The Tethering Pack Roaming Services account shall terminate immediately upon the termination of the Services to the mobile telephone number of the Tethering Pack Customer for whatever reason. Termination of the Services shall be without prejudice to any rights and/or claims that the Company may have against the Tethering Pack Customer prior to the date of termination and shall not relieve the Tethering Pack Customer from fulfilling his obligations including payment of all outstanding charges in the Tethering Pack Roaming Services account. The balance remaining on the Tethering Pack Roaming Services account will be refunded to the Tethering Pack Customer upon termination.
9. Any disputes in connection with or arising from the Services including the use of the Tethering Pack Roaming Services account or Voucher shall be determined in accordance with the laws of Hong Kong Special Administrative Region.
10. The Company reserved the right at any time to vary, modify, delete any and all of terms and conditions contained herein.
11. The terms and conditions herein are written in both English and Chinese.
12. In the event of any inconsistency or discrepancy between the terms and conditions of the Company's Sales and Services Agreement and the terms and conditions for Tethering Pack Roaming Services, the latter shall prevail.