

**Terms & Conditions T&C 06Y
(Online50)**

SmarTone

Customer shall use Online50 (“the Services”) below starting from the service effective date and agrees to this ‘Terms & Conditions T&C 06Y’.

1) Online50 (“the Services”):

The Services is subject to a 12 months contract (“Term”). The Customer shall pay the Company liquidated damages (HK\$200) if the Customer terminates the Services before the expiry of the Term.

The data usage covers local (Hong Kong) usage only. Standard roaming data charges apply during roaming.

Thereafter usage (\$15/15MB) will be rounded up to the nearest 15MB.

The data usage applies to mobile phone use only (not applicable to Blackberry handsets) and handset APN setting must be “SmarTone”. If the Customer has subscribed to Tag-On Micro-SIM for iPad, the data usage on Tag-On Micro-SIM for iPad can be deducted from the data usage of the Services.

The data usage does not include Blackberry Email, in which case \$0.03/KB will be charged and maximum charge is \$898 per month. **Data access from PC using mobile phone as a modem or using “SmarTone Broadband” (Internet) APN or any other APN will be charged as standard data charge, and maximum charge is \$898 per month.**

2) Fair Usage Policy:

The Services shall not be used under any one of the following circumstances, including but without limitation (i) using the 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 Services for commercial purposes or reselling the Services.

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 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 Services, or the Company may take any steps it considers reasonably necessary or appropriate forthwith without notice.