

**Terms & Conditions T&C-T011 (3G Unlimited Usage Data Plan)**

**1) Service Plan and Offer Details:**

1.1 Term

The Customer is required to subscribe to the 3G Unlimited Usage Data Plan and 3G Service Plan for 12 months from the service effective date ('Term').

The Customer shall pay the Company liquidated damages (HK\$1000) upon the occurrence of any of the following events before the expiry of the Term:

- if the Customer changes to 2G Service Plan;
- if the Customer changes the mobile telephone number / the registered name for the mobile telephone number;
- if 3G Unlimited Usage Data Plan or related mobile telephone service is terminated / disconnected for whatever reason.

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

Monthly Plan	Local Data Usage
3G Unlimited Usage Data Plan (Monthly fee: \$488)	Unlimited

**2) 3G Unlimited Usage Data Plan ("the Services"):**

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

2.2 The Customer agrees to and shall comply with the following Fair Usage Policy in the use of the Services:

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.

For details of the Fair Usage Policy (T&C 18), please check the most updated version at [smartone.com](http://smartone.com).