

Terms & Conditions T&C 1009 (Contract Term for HK-Macau 1 Card 2 Numbers Service Plan)

- The following terms and conditions of Supplemental Agreement are supplemental to the Sales and Services Agreement and the terms and conditions therein (the "Agreement") made between the Customer and SmarTone Mobile Communications Limited (the "Company") and shall form an integral part of the Agreement. Defined terms used in this Supplemental Agreement shall have the same meanings as set out in the Agreement.
- Term
 Contract term ('Term'): 12 months from the service effective date.
- 3) 3.1 Service Plan Details:

Monthly Fee	HK/Macau Voice Minute / Free Local Data Usage	Liquidated Damage
HK\$148	750min / 8MB	- HK\$1000
HK\$208	1050min / 12MB	
HK\$278	1450min / 16MB	
HK\$388	2050min / 24MB	

3.2 Thereafter charge:

- HK/Macau Voice Minute: HK\$0.6 / min
- Local Data: HK\$10/5MB, usage is rounded up to the nearest 5MB, and maximum charge is HK\$680 per month
- Macau Data : HK\$0.06/KB
- 3.3 Standard roaming data charge applies during roaming to other countries.
- 3.4 Data usage under the above Service Plan, the handset APN setting must be "SmarTone".
- 4) Mobile Number Porting is not applicable to Macau mobile number.
- 5) The Customer shall pay the Company liquidated damages upon the occurrence of any of the following events before the expiry of the Term:
 - 5.1 if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
 - 5.2 if the Customer changes the service plan specified above; or
 - 5.3 if the mobile telephone service to the mobile telephone number is terminated/disconnected for whatever reason.
- 6) Customer must apply 001 IDD.



7) Fair Usage Policy

The following terms and conditions apply to telecommunication services ("Services") provided by SmarTone Mobile Communications Limited ("the Company").

- 7.1 The Company will ensure the system resources of the Company's telecommunications network ("Network") is equitably allocated amongst users ("Users") of the Services.
- 7.2 Customer who has reached the monthly local data fair usage level specified by the Company can still continue to use the Service. However, the customer may have lower network access priority for the remainder of the billing period. Data access speed (upload and download) will not be restricted to less than 128kbps.

8) Privacy Policy

- 8.1 The privacy of the Customer is important to the Company. The Company has developed a Privacy Policy that covers how it collects, uses, discloses, transfers and stores the Customer's information. Please visit smartone.com/privacypolicyen for full details of the Company's Privacy Policy.
- 8.2 The Company will do its best to keep the Customer's privacy safe, but the Customer is advised to protect his own personal information carefully.