



Terms & Conditions T&C-M030 (Contract Term for iPad SIM Only Plans)

The following terms and conditions are supplemental to the Sales and Services Agreement and the Company's General Conditions of Services (Please refer to T&C B01 published at smartone.com).

1) iPad SIM only Plan details

| Monthly Fee | Local data usage | Entitlement during Term | Contract Period | Liquidated damages (HK\$) |
|---------------|------------------|-------------------------|-----------------|---------------------------|
| \$98 (HPAPA) | 250MB | Wi-Fi service | n/a | n/a |
| \$168 (HPAPB) | 2GB | | | |

- 1.1 Data usage for local usage only.
- 1.2 **iPad SIM Only Plan** is only applicable for use with designated devices.
- 1.3 Whenever the data usage of the Customer under the relevant Service Plan nearly reaches the specified local data usage ("Specified Data Usage") the Company will notify the Customer by SMS or via email or via web browser of his data consumption. The Customer may by return SMS or via subscription page link to the email or web browser purchase a top-up of 200MB at \$40 ("Top Up") for usage of data for the remaining period of that month. If the Customer does not wish to purchase the Top Up, local data service under the relevant Service Plan will be automatically suspended when the Customer's data usage reaches the Specified Data Usage. Customer may purchase the Top Up at that time or wait until the beginning of the next monthly bill for the new Specified Data Usage allowance under the relevant Service Plan. When the Top Up reaches \$280 in a month, Customer can use the data free of charge for the rest of that month.

2) Data Services for iPad SIM Only Plans ("Data Services")

- 2.1 4G is only available with compatible devices and SIM cards.
- 2.2 The data usage applies to local use only. The data usage is not applicable to BlackBerry handsets unless Customer subscribes to the specified Blackberry service plan.
- 2.3 The Customer must use the Data Services with settings [including but not limited to the APN setting (only applicable to data services)]. Customer can check with the Company's front-line staffs for the latest information on setting. 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 for such data usage.

3) Roaming

- 3.1 Customer is required to register for roaming service at the Company's stores or through the Company's dedicated 24-hour hotline 2880 2622.
- 3.2 Standard Rate is applicable to all subscribers of this Data Plan

Copies of Terms and Conditions are available upon request at SmarTone Stores or by calling SmarTone hotline.

The SmarTone logo consists of the word "SmarTone" in a white, sans-serif font, centered within a solid red rectangular background.

3.3 Customers should top up their accounts for roaming tethering usage.

3.4 Payment should be made by credit card autopay.

4) Fair Usage Policy

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

- a) The Company will ensure the system resources of the Company's telecommunications network ("Network") is equitably allocated amongst users ("Users") of the Services.
- b) Customer who has reached the monthly local data fair usage level specified by the Company from time to time can still continue to use the Services. However, the Customer will be given lower priority to access the network resources for the remainder of the billing period, where the Customer's experience may be affected when the network traffic is busy, but in any event the data access speed (upload and download) will not be restricted to less than 128kbps.