

## **Terms & Conditions T&C-T296 10GB Add-on Local Data Plan**



### **1) Service Plan:**

- 1.1 The 10GB Add-on Local Data Plan is only available to Customer who has subscribed to a designated “5GB or above data usage” monthly service plan (“Specified Service Plan”) without an existing fixed term contract at the time of subscription of the 10GB Add-on Local Data Plan. It cannot be used in conjunction with FUP Unlimited Data Plan, Multi-SIM Monthly Plan and Tag-On SIM Plan.
- 1.2 Subscription of this Service Plan is provided on a monthly basis.
- 1.3 The Customer shall use the following applicable service plan and services:
  - a) the 10GB Add-on Local Data Plan specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement); and
  - b) any of the services (“Selected Services”) specified in the Company’s web site “Terms and Conditions” relating to this offer and the aggregate monthly fee (after deduction of any rebate) of such Selected Services is equal to or above the amount specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement).
- 1.4 Applicable to Specified Service Plan with specified data usage.
  - 1.4.1 Whenever the local data usage of the Customer under the Specified Service Plan nearly reaches the specified local data usage (“Specified Data Usage”), the Company will notify the Customer by SMS. The Customer may by return SMS purchase a top-up at the charge as specified in the SMS received (“Top Up”). If the Customer does not wish to purchase the Top Up, local data service under the Specified Service Plan will be automatically suspended when the data usage has reached the Specified Data Usage. The Customer may purchase the Top Up at that time or wait until the beginning of the next bill month for the new Specified Data Usage allowance under the relevant Service Plan.

Any unused top-up local mobile data can be carried forward for free and can be used before the end of the next bill month. This is only applicable to designated service plans (1GB or above) with an “Advise & Consent” mechanism for the purchase of top-up data.
  - 1.4.2 Where the Customer has registered more than one Specified Service Plan in an Account, the Company will notify Customer's primary service number (i.e. the first registered service number) by SMS whenever a Top Up is confirmed.
- 1.5 This Service Plan is charged on a monthly basis. The monthly charges for the first month will be charged on a pro-rata basis from the service effective date to the first bill date. The monthly charges are payable in advance and non-refundable under whatever circumstances.
- 1.6 This Service Plan is not applicable to 2G phones / connected devices or any phones / connected devices which have manually opted for 2G network.
- 1.7 The Company reserves the right to vary the service charge of the Service Plan at any time by giving not less than 30 days prior notice.

### **2) Data Services for Service Plan (“the Data Services”):**

- 2.1 The 4G Data Service is only available with compatible phones and SIM cards.
- 2.2 The data usage applies to local use only. Standard roaming data charge applies during roaming.
- 2.3 Users of Blackberry 7 OS and earlier version need to subscribe to the specified Blackberry service plan for the data usage.



2.4 The Customer must use the Data Services with settings [including but not limited to the APN setting (only applicable to data services)] and devices specified by the Company. Customer can check with the Company's front-line staffs for the latest information on setting and devices. 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.