

**Terms & Conditions T&C-R077**  
**Contract Term For USB modem / Pocket Wi-Fi SIM Only Subscription**



The following terms and conditions are supplemental to the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) and the Company’s General Conditions of Services (Please refer to T&C B01 published at [smartone-com](http://smartone-com)).

**1) Term**

The contract term (“Term”) is specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) and start from the service effective date.

**2) Service Plan**

2.1 The Customer shall use the Service Plan specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) during the Term.

2.2 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 of his data consumption. The Customer may by return SMS or via subscription page link to the email purchase a top-up of 1GB at \$100 (“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.

2.2.1 Where the Customer has registered more than one 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.

2.3 The data usage under the Service Plan is only available for use on dedicated devices.

**2.4 Offer detail**

Credit offer	Credit Amount
Wi-Fi Service Plan* full credit back during the Term	Wi-Fi Service monthly fee \$60

\*Customer is required to register for Wi-Fi service

2.5 Service Plan is not applicable to 2G phones/Internet devices or for manual 2G network selection.

**3) Offer Terms and Conditions**

3.1 Credit Amount to be rebated to the Customer will be credited to the Customer during the Term according to the credit arrangement specified in the Supplemental Agreement to the Sales and Services Agreement (or Supplemental Agreement to the Sales and Services Agreement).

3.2 If, on the date of this Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement), the Account is already subject to an arrangement (each a "Previous Credit Arrangement") under which any sums or charges prepaid by the Customer or the Company are to be credited by the Company to the Account, the crediting of the first installment to the Account by the Company under this Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) shall be postponed to the date falling 30 days after the date of cessation of: (a) the Previous Credit Arrangement; or (b) if there is more than one Previous Credit Arrangements, the Previous Credit Arrangement with the latest expiry date. The date of cessation of the Previous Credit Arrangement will be deemed to be the date on which the last amount to be credited to the Account under the Previous Credit Arrangement is actually credited to the Account.

3.3 The Credit Amount paid by the Company will only be applied by the Company to meet the Customer’s payment obligations to the Company in respect of the Account. However, the Customer cannot set-off any other sum payable to the Company against any part of the Credit Amount payable by the Company to the Account.

3.4 The Credit Amount cannot be exchanged for cash.

3.5 The Company shall not be under any obligation to pay any interest to the Customer on the Credit Amount.

- 3.6 The Company shall not be entitled to the Credit Amount or any balance thereof upon the occurrence of any of the following events before the expiry of the Term:
- a) if the Customer changes to a service plan with monthly fee equal to or below the Service Plan amount specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement); or
  - b) if the Customer changes the Mobile Broadband number / the registered name for the Mobile Broadband number; or
  - c) if the mobile telephone service to the Mobile Broadband number is terminated/ disconnected for whatever reason.
- 3.7 The Customer shall pay the Company liquidated damages (HK\$1,000) upon the occurrence of any of the following events before the expiry of the Term:
- a) if the Customer changes the Mobile Broadband number / the registered name for the Mobile Broadband number; or
  - b) if the Customer changes to a service plan with monthly fee equal to or below the Service Plan amount specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement); or
  - c) if the Mobile Broadband service is terminated/disconnected for whatever reason.
- 3.8 If the Customer does not notify the Company of termination of the Wi-Fi services specified above prior to the expiry of the Term, the Company shall automatically charge the Customer for such services at the prevailing monthly fee after the expiry of the Term.

#### **4) Data Services for Service Plan (“Data Services”)**

4.1 4G is only available with compatible Internet devices and SIM cards.

4.2 The data usage applies to local use only.

4.3 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.

#### **5) Data Roaming**

5.1 One rate for roaming worldwide: \$0.12/KB.

5.2 Customers should top up their accounts for roaming usage.