



**Terms & Conditions T&C-T017
(Online50)**

1) Service Plan:

- 1.1 Term
The contract term for the Services is 12 months ("Term"). The Customer shall pay the Company liquidated damages (HK\$200) if the Customer terminates the Services before the expiry of the Term.
- 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	Thereafter Data Charge
Online50 (Monthly fee: \$38)	50MB	\$15/15MB (maximum \$298/month)

2) Data Services for Online50 ("the Data Services"):

- 2.1 The data usage covers local (Hong Kong) usage only. Standard roaming data charges apply during roaming. Thereafter usage (\$15/15MB) will be rounded up to the nearest 15MB. The data usage applies to mobile phone use only (not applicable to Blackberry handsets) and handset APN setting must be "SmarTone". If the Customer has subscribed to Tag-On Micro-SIM for iPad, the data usage on Tag-On Micro-SIM for iPad can be deducted from the data usage of the Services. The data usage does not include Blackberry Email, in which case \$0.03/KB will be charged and maximum charge is \$898 per month. Data access from PC using mobile phone as a modem or using mobile phone as Wi-Fi hotspot to share the connection with others or using "SmarTone Broadband" (Internet) APN or any other APN will be charged as standard data charge, and maximum charge is \$898 per month.
- 2.2 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.
- 2.3 The Data Services shall not be used under any one of the following circumstances, including but without limitation (i) using the Data 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 Data Services for commercial purposes or reselling the Data Services.
- 2.4 To ensure the system resources of the Company's telecommunications network ("Network") is equitably allocated amongst users ("Users") of the Services, the Company may monitor the Customer's usage of the Services. If the Customer fails to comply with any of the prohibitions specified in Clause 2.2 or Clause 2.3; or upon the occurrence of any one or more of the circumstances specified in Clause 2.2 or Clause 2.3; or if in the reasonable opinion of the Company, the Customer's use of the Services is excessive or unreasonable or adversely affects the Company's ability to provide, complete or maintain the level or quality of its Network or other services to the Users or to cause loss or damage to the Company, the Company may forthwith take such steps it considers reasonably necessary or appropriate including but not limited to restricting or limiting the throughput or amount of data transferred, suspending or terminating the Services to the Customer without notice.