

## **SmarTone-Vodafone Mobile Broadband *Contract* Roaming Services**

### **Terms & Conditions**

#### ***Contract***

Mobile Broadband ***Contract*** Plan Roaming Services are made available to Mobile Broadband ***Contract*** Plan Customers by SmarTone Mobile Communications Limited ("the Company") subject to the terms and conditions of the Company's Sales and Services Agreement (a copy of which is available on request) and upon the following terms and conditions :

Use of the Services constitute acceptance by the Customer of the Company's Sales and Services Agreement and the terms and conditions contained herein.

#### 1. Definitions

Unless otherwise stated, the following words and expression shall have the following meanings :

"Charges" means any fees or charges relating to the Services charged by the Company from time to time and any other fees and charges (including amounts billed by the Company for and on behalf of another person) which may be specified, announced or published by the Company from time to time in connection with the Services.

"Mobile Broadband ***Contract*** Plan Roaming Services" means the credit account subscribed by the Mobile Broadband Customer with a stored value which are used for payment of roaming usage charge.

"Services" means the Mobile Broadband ***Contract*** Plan Roaming Services provided by the Company.

"Voucher" means the voucher that is used for the recharge value of the credit amount in Mobile Broadband ***Contract*** Plan Roaming Services account.

2. The value stored in Mobile Broadband ***Contract*** Plan Roaming Services account shall be used for payment of the roaming Charges.
3. The Customer should regularly check the updated balance of value in the Mobile Broadband ***Contract*** Plan Roaming Services account through the channel(s) specified by the Company.
4. The value in the Mobile Broadband ***Contract*** Plan Roaming Services account can be recharged at any of the authorized recharging channels specified by the Company or by the purchase of Vouchers at the Company's retail outlets or from the Company's authorized agents.
5. All questions and disputes regarding the Charges and remaining credit in the Mobile Broadband ***Contract*** Plan Roaming Services account will be decided by the Company at its sole discretion. For questions and disputes on Charges, these must be submitted to the Company within three (3) months from the date of debit of the Charges in question.

6. The Company does not provide refund or make any transfer of: a) any value of the Voucher directed to an incorrect Mobile Broadband **Contract** Plan Roaming Services account during the recharge process; b) any value of the Voucher being utilized by fraudulent and unauthorized use of the Mobile Broadband Prepaid Roaming account.
7. In the case of a lost Voucher, the Company does not provide refund for any value of the lost Voucher being utilized during the period of loss or thereafter.
8. The Mobile Broadband **Contract** Plan Roaming Services account shall terminate immediately upon the termination of the Services to the mobile telephone number of the Customer for whatever reason. Termination of the Services shall be without prejudice to any rights and/or claims that the Company may have against the Customer prior to the date of termination and shall not relieve the Customer from fulfilling his obligations including payment of all outstanding charges in the Mobile Broadband **Contract** Plan. The balance remaining on the Mobile Connect **Contract** Plan Roaming Services account will be refunded to the Customer upon termination.
9. Any disputes in connection with or arising from the Services including the use of the Mobile Broadband **Contract** Plan Roaming Services account or Voucher shall be determined in accordance with the laws of Hong Kong Special Administrative Region.
10. The Company reserves the right at any time to vary, modify, delete any and all of the terms and conditions contained herein.
11. The terms and conditions herein are written in both English and Chinese.
12. In the event of any inconsistency or discrepancy between the terms and conditions of the Company's Sales and Services Agreement and the terms and conditions for Mobile Broadband **Contract** Plan Roaming Services, the latter shall prevail.
13. The Mobile Broadband Contract Customer agrees to the Company's Terms & Conditions (T & C B01, T & C B02, T & C B03).