

## **SmarTone-Vodafone Mobile Broadband *Flexi***

### **Terms & Conditions**

Mobile Broadband ***Flexi*** Services are made available to 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:

#### 1. Definitions

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

"Card" means the SIM card which enable the Customer to use any or all of the Mobile Broadband ***Flexi*** Plan Services.

"Charges" means any fee or charges relating to Mobile Broadband ***Flexi*** Plan Services charged by the Company from time to time including but without limitation, connection, data usage, roaming or any other charges or fee (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 for the provision of the Mobile Broadband ***Flexi*** Services.

"Content Service" means data, information, photographs, diagram symbol or other material in whatever languages including without limitation all textual, audio, video, still and moving / image, graphics, musical or other content or information that can be accessed by or through using Mobile Broadband ***Flexi*** Plan Services.

"Mobile Broadband ***Flexi*** Plan Services" mean the mobile broadband access service, Content Service and any other service which the Company supplies to the Customer from time to time.

"Voucher" means the voucher that is used for the recharge of the value of the Card.

#### 2. SIM Lock

a) The device used for SmarTone-Vodafone Mobile Broadband services is preset with a SIM Lock.

b) The customer shall not alter or tamper the preset SIM Lock in the device used for the SmarTone-Vodafone Mobile Broadband service.

#### 3. The value stored in the card shall be used for payment of Charges.

#### 4. The Customer expressly acknowledges that he has read the relevant flexi plans for Mobile Broadband ***Flexi*** Services and the rate of the Charges for the Mobile Broadband ***Flexi*** Plan Services and understands and agrees to the rate and charging mechanism before using of the Mobile Broadband ***Flexi*** Plan Services.

5. The rate of Charges are subject to change from time to time. The Customer should regularly check the updated rate of Charges through the channels(s) specified by the Company.
6. The value of the Card is recharged at any of the authorized recharging channels specified by the Company or by the purchase of Vouchers at the Company's retail outlets from the Company's authorized agents.
7. If the Card is damaged, the Company may replace the damaged Card subject to the payment of handling charges.
8. All questions and disputes regarding the Charges, remaining credit and expiry date of the Card and Voucher 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 months from the date of debit of the Charges in question.
9. The Company does not provide refund or make any transfer of
  - a) any unused portion of the value of i) Card or ii) the Voucher whether before or after its expiry date
  - b) any value of the Card directed to the incorrect Card account during the recharge process
  - c) any value of the Card being utilized by fraudulent and unauthorized use of the Card
10. In the case of the lost Card or Voucher, the Company does not provide refund for any value of the lost Card or Voucher being utilized during the period of loss or thereafter.
11. The Company shall have the right to forthwith temporarily suspend, terminate or disconnect the Mobile Broadband **Flexi** Plan Service or any part thereof without notice if in the opinion of the Company there has been or is likely to be fraudulent, illegal, or improper use of the Mobile Broadband **Flexi** Services through the use of the Card.
12. The liability of the Company to a Customer, whether in contract, tort or otherwise, in relation to the Card or Voucher shall be limited to the remaining value of the Card or Voucher.
13. The Company shall not be liable to the Customer for loss or damage resulting from delay or failure of the Mobile Broadband **Flexi** Services where such delay or failure shall be due to causes beyond its reasonable control, or which is not occasioned by its fault or negligence imposed by the government or any other supranational legal authority or any other industrial or trade disputes, fire, explosion, storms, flood, lightning, earthquakes and other natural disputes.

14. The Company reserves the right at any time to vary, modify, delete any and all of the terms & conditions contained herein.

15. The terms & conditions herein are written in both English and Chinese.

16. In the event of any inconsistency or discrepancy between the terms and conditions of the Company's Sales and Service Agreement and the terms and conditions herein for Mobile Broadband Flexi Plan Services, the latter shall prevail.

17. The Mobile Broadband Contract Customer agrees to the Company's Terms & Conditions (T & C B01, T & C B02, T & C B03).