



## **Terms & Conditions T&C 21 ( Mobile MSN monthly plan )**

1. To enjoy Mobile MSN service, the Customer is required to subscribe Mobile MSN monthly service plan and download and install the Mobile MSN software in the Customer's handset. For only \$30 per month, the Customer can enjoy unlimited local usage on text chat but SmarTone-Vodafone shall charge data usage for sending pictures and voice clips at SmarTone-Vodafone's prevailing data usage charges. Customer can also subscribe local data usage monthly plan. Please visit [smartone-vodafone.com](http://smartone-vodafone.com) for more information.
2. Mobile MSN monthly service plan is only applicable to Mobile MSN usage and not to be used for browsing website through WEB/WAP on handset, sending/receiving/browsing POP3 or accessing Hotmail email.
3. Data usage under the Mobile MSN monthly service plan is only available to operating system and handsets as specified by SmarTone-Vodafone on its website from time to time. If the Customer uses non-specified handsets or devices run on Windows(R) Mobile Operating System for Mobile MSN service, SmarTone-Vodafone shall charge the Customer such Mobile MSN service usage at the company's prevailing data usage charges.
4. If the Customer uses a Mobile MSN software application that is not specified by SmarTone-Vodafone which results in data usage which is not from text chat, SmarTone-Vodafone shall charge the Customer such data usage at its prevailing data usage charges. Customer can download the Mobile MSN software application that is specified by SmarTone-Vodafone from SmarTone iN!
5. If the Customer uses Mobile MSN service whilst roaming overseas, SmarTone-Vodafone shall charge data roaming charges. The charges will vary depending upon destination and network. For details of international data roaming charges, please refer to SmarTone-Vodafone's website.
6. The Customer is not allowed to use the Mobile MSN service for: i) providing peer-to-peer file sharing; and ii) full-time connections, this includes, a substitute or backup for private lines or dedicated data connections.
7. The Customer's use of the Mobile MSN service is subject to the coverage and connectivity conditions of SmarTone-Vodafone's network and SmarTone-Vodafone makes no guarantee regarding the service performance and availability of the network.
8. Microsoft is solely responsible for the quality and availability of the Mobile MSN service provided. Except for liabilities that cannot be excluded by law, SmarTone-Vodafone disclaims all responsibilities in this connection.
9. Customers agree to provide their user and login data in accordance with the Microsoft .NET Messenger Service terms of use as may be specified by Microsoft from time to time. Customers also agree to be solely responsible for the security and privacy of their own personal data stored in the MSN application/software. SmarTone-Vodafone shall not be liable for any damage, loss or leakage of the data resulting from the use of the Mobile MSN service.
10. SmarTone Mobile Communications Limited ("SmarTone-Vodafone") reserves the right to change the terms and conditions contained herein or to cancel the offer at any time and to make final decision in the event of dispute.