

**Terms & Conditions T&C-T046**  
**Add-on Data SIM Subscription**



**1) Term**

1.1 The contract term for Add-on Data SIM shall start from the service effective date and expire on the same date as the contract expiry date under the Customer's service number ("Add-on Data SIM Term"). Customer can refer to the Sales & Services Agreement (or Supplemental Agreement to Sales and Services Agreement) for the details of the Add-on Data SIM Term. If the contract expiry date under Customer's service number has already expired at the time of subscription of Add-on Data SIM, Customer shall subscribe the Add-on Data SIM for 12 months (which shall be the "Add-on Data SIM Term").

**2) Service Plan:**

2.1 Add-on Data SIM or Add-on Data SIM (For USB modem) ("Add-on Data SIM Service") is only applicable to Customer who subscribes to a designated "unlimited data usage up to 5GB" monthly service plan ("Specified Service Plan"), including

- a) \$298 or above Device bundled Integrated Voice and Data Plan; or
- b) \$398 iPhone Plan

2.2 The Customer shall use the Service Plan for Add-on Data SIM specified in the Sales and Services Agreement during the Add-on Data SIM Term.

Monthly fee	\$60	\$120	\$220
No. of data SIMs	2	2	4
Additional local data usage	1GB	5GB	15GB
After subscribing to Add-on Data SIM, customer's original plan data usage will be raised as per below, there will no longer be a monthly 5GB fair usage restriction. Once customer has exhausted the data, customer can purchase a data top-up			
Total local data usage	6GB	10GB	20GB
	Thereafter charge: \$100/GB		

2.2.1 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 to the service number of the Specified Service Plan. The Customer may by return SMS 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.

2.2.2 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 Add-on Data SIM provides data service only, excluding any voice service.

2.4 If the Customer service number under the Specified Service Plan is terminated/ disconnected for whatever reason, the Add-on Data SIM will be terminated automatically at the same time.

2.5 The Company does not guarantee the services under the Service Plan will be compatible with the Customer's HSPA devices.

**3) Liquidated Damages**

3.1 The Customer shall pay the Company liquidated damages (which is equivalent to \$60 multiply by the remaining months of the Add-on Data SIM Term) upon the occurrence of any of the following events before the expiry of the Add-on Data SIM Term:

- a) if the Customer changes to a service plan not specified; or
- b) if the Customer terminates the Add-on Data SIM; or
- c) if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
- d) if the mobile telephone service is terminated/disconnected for whatever reason.

**4) Data Services for Add-on Data SIM Service (“the Data Services”):**

- 4.1 Add-on Data SIM Service does not include data usage. Usage of the Data Services will be shared with the data allowance under with the corresponding Specified Service Plan.
  
- 4.2 (Applicable to Add-on Data SIM) The data usage applies to local use only. Standard roaming data charge applies during roaming. Roaming data services is default deactivated. Customers need to register specified roaming data service plan to use roaming data service. The data usage is not applicable to BlackBerry handsets unless Customer subscribes to the specified Blackberry service plan.
  
- 4.3 (Applicable to Add-on Data SIM (For USB modem)) The data usage applies to local use only. One rate for roaming worldwide: \$0.12/KB. Customers should top up their accounts for roaming usage. Details of the charges are available in the Company’s website.
  
- 4.4 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.