



Power Plug-It

USER GUIDE



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Terms and Conditions



Congratulations on your purchase of the new SMART Bro Power Plug-It!

Welcome to a hassle-free Internet experience. Use this guide to discover the Power Plug-It's many features.

MEET THE POWER PLUG-IT

The Power Plug-It is SMART Bro's latest that improves your Internet experience. Just plug it in for instant Internet connection.

You'll also see a screen with icons that you can click to send fun texts, make a call* and register to your favorite SMART Bro packages and services. It shows you your connection status and your SMART Bro number. It also shows your load balance so you don't unexpectedly run out. (See Parts of the Home Page)

And since your Power Plug-It is mobile, you can take it anywhere and enjoy SMART Bro's amazing nationwide coverage.

WHAT'S IN THE BOX?

The Power Plug-It comes with:

GADGET	QUANTITY
SMART Bro Power Plug-It	1
SMART Bro SIM Card	1
User Guide	1
Warranty Card	1



*Charged regular rates: P6.50/min. for SMART to SMART calls and P7.50/min. for SMART to other networks.

System Requirements:

To ensure that your Power Plug-It works perfectly, check what it needs below:



If you use a PC:

HARDWARE	OPERATING SYSTEM	WEB BROWSER
<ul style="list-style-type: none">• Pentium III or Higher	<ul style="list-style-type: none">• Windows	<ul style="list-style-type: none">• Internet Explorer
<ul style="list-style-type: none">• 512MB of RAM or Higher		<ul style="list-style-type: none">• Mozilla Firefox
<ul style="list-style-type: none">• LAN Card		<ul style="list-style-type: none">• Maxthon, etc.
<ul style="list-style-type: none">• At least 10GB of hard disk space		
<ul style="list-style-type: none">• USB 2.0		



If you use a Mac:

HARDWARE	OPERATING SYSTEM	WEB BROWSER
<ul style="list-style-type: none">• Power PC G3, G4, G5 processor.	<ul style="list-style-type: none">• Leopard	<ul style="list-style-type: none">• Safari, etc.
<ul style="list-style-type: none">• 256MB RAM	<ul style="list-style-type: none">• Snow Leopard	
<ul style="list-style-type: none">• At least 10GB of hard disk space		



USING THE POWER PLUG-IT

1. Preparations

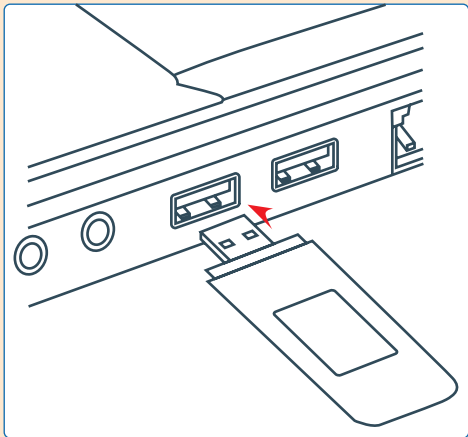
A. Inserting your SMART Bro SIM Card into the Power Plug-It

Before you start using your new Power Plug-It, insert the SIM card into the device. Simply open the back lid of the Power Plug-It and insert the SMART Bro SIM in place. Afterwards, just close the cover and you're set! Alternatively, you can visit www.smart.com.ph/bro to view the instructional video.



B. Inserting the Power Plug-It into the PC/Laptop

- Insert your new Power Plug-It into the USB port of your PC/Laptop.
- Important: Make sure that your PC/Laptop is properly powered ON



C. Auto Installation and Auto Connect

Auto Installation:

- After the Power Plug-It is inserted into your PC/Laptop, your Power Plug-It software will be automatically installed. No need to click anything to finish the installation. It's true plug & play!

Note:

- Make sure that the Auto-Run feature of your PC/Laptop is enabled.
- For Windows Vista and Windows 7: Auto installation might not work properly if the User Access Control (UAC) of your PC/Laptop is turned on. A pop-up prompt will appear. Click on the prompt to automatically proceed with the software installation.
- For MAC: Auto installation might not work properly because of Mac's default behavior. When the device appears on the desktop instead of installing automatically, just double-click on the icon to proceed with the installation.

Auto Connect:

Your Power Plug-It will automatically connect to the Internet after the software installation is complete. Again, no need to click on anything. It's that easy.



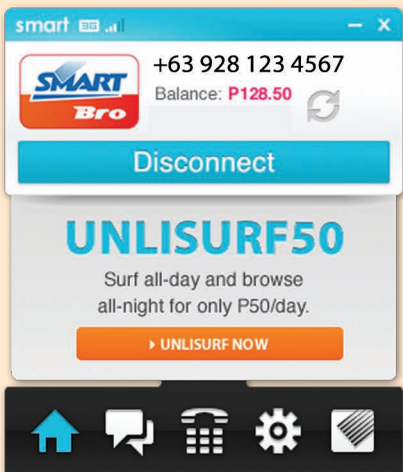
POWER PLUG-IT SCREEN OR USER INTERFACE

Once the Power Plug-It is installed, a screen or user interface is automatically shown.

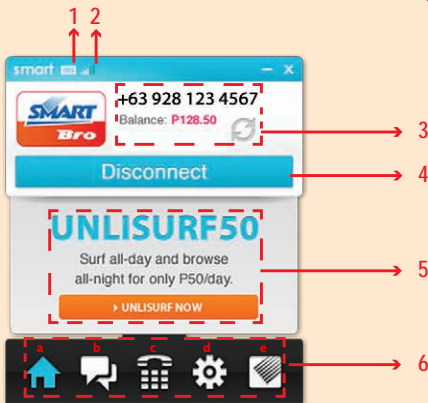



1. Home Page

This will be the new user screen you see.



Parts of the Home Page



NUMBER	DESCRIPTION
1	Shows you the signal type present in the area
2	Shows you the signal strength
3	<ul style="list-style-type: none">- Shows your remaining balance and SMART Bro number.- To see your latest / updated balance, just click on the refresh button. - You may also check your balance via SMS by sending BRO BAL to 2200.- If in case connection to the Internet is unsuccessful, an error message will appear.
4	Click to manually connect or disconnect to the Internet
5	Shows the latest SMART Bro offers.
6	<ul style="list-style-type: none">a. Home Pageb. SMSc. Calld. Settingse. Subscriber Corner



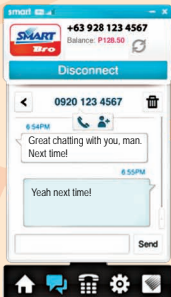
2. SMS

Don't have your cellphone? We've got it covered. Send and receive SMS messages even without your phone.



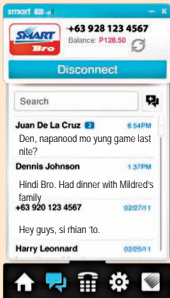
Compose

Type up a message to your friends.



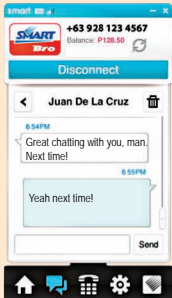
Send/Receive Message from unknown sender/receiver

View the stream of messages even from unknown numbers.



Inbox

Find all the messages you receive through your Power Plug-It.



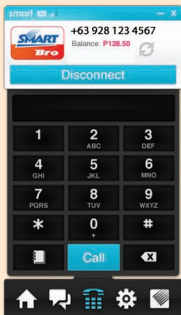
Select a message from the Inbox

View the stream of your conversation with friends.



3. Call

Aside from SMS, your Power Plug-It also allows you to make and receive calls.



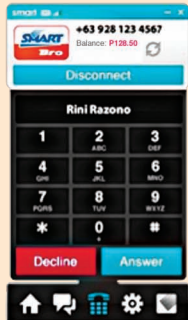
Dialer

When you click the phone icon, the screen will extend downwards and the number pad will appear.



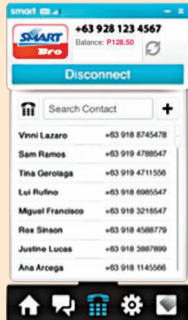
Making a Call

Dial as you would on a cellphone. Click on call and chat away!



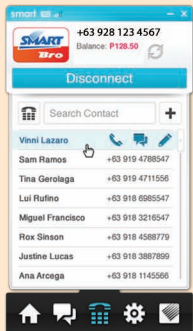
Receiving a Call

When you receive a call, you'll be able to accept or decline, as you would on a cellphone.



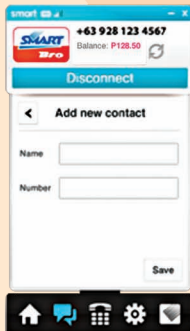
Phone Book

View all your available contacts.



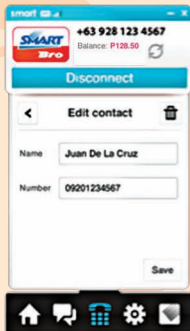
Phone Book

You can hover over the contact you want to call, message, or edit.



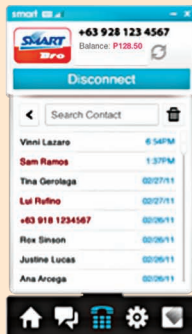
Add New Contact

If you have more friends who still aren't on your phonebook, you can go ahead and add them.



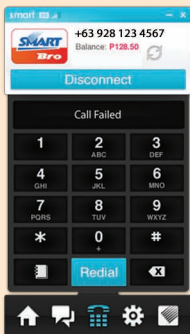
Edit Contact

When your friends change their contact information, you can change it on your phonebook too.



Phone Log

View all the calls you've made and received.



Redial

If your call doesn't connect properly, you can just redial the last number you called.



4. Settings

Easily view, edit and update the settings of your Power Plug-It.



5. Subscriber Corner

- Click the button at the rightmost corner of the Features to launch the SMART Bro Subscriber Corner website on a separate window.
- The Subscriber corner lets you manage your account and view or avail the latest packages, offers and promos from SMART Bro. No need to memorize keywords!



TERMS AND CONDITIONS OF SMART Bro Prepaid Broadband Internet Access Service

The provision of SMART Bro Prepaid broadband Internet service (hereinafter referred to as "the Service") shall be governed by the following terms and conditions (hereinafter referred to as "the Agreement"). The terms and conditions (including any amendment) governing the use of the Service shall also be found in the website www.smart.com.ph/bro. The Subscriber agrees and undertakes to consult www.smart.com.ph/bro website for the most updated version of the Service terms and conditions. In the event of conflict between these terms and conditions and the terms and conditions posted at the www.smart.com.ph/bro website shall prevail. By using the SMART Bro Prepaid Service, the subscriber agrees to the following.

1.0 Service Provision Conditions

- 1.1 Provision of Service. SMART BROADBAND INC. (hereinafter referred to as "SBI") shall cause the connection of the service to SBI's network as soon as reasonably practicable after the receipt of payment of the prescribed fees. SBI reserves the right to disconnect the Service at any time should any Subscriber Equipment and paraphernalia be found to cause harmful interference to SBI's network or to cause degradation in the quality of Service. Subscriber agrees to hold SBI free and harmless from any liability arising from such disconnections.
- 1.2 Equipment and Peripherals. SBI shall provide the Subscriber with the USB Modem and Subscriber Identity Module (SIM) Card for Service access (hereinafter referred to as the "Modem/SIM") as set forth in the delivery receipt issued to the Subscriber.
Hardware. All Modem/SIM connected to it used in conjunction with the Service shall be of a type approved by SBI. SBI does not, by this Agreement, cover any representation or warranty for any telecommunications and related equipment.
Loss or Damage of Hardware.
 - A) The security of the SIM Card and the confidentiality of his Personal Identification Number (PIN) as well as the proper care and maintenance of the Modem/SIM shall be the Subscriber's sole responsibility.
 - B) In case of loss of Modem/SIM, the Subscriber shall immediately inform SBI of such fact, first by telephone through SBI's Customer Care Hotline or any SMART Wireless Center to be followed by the submission of an affidavit of loss or a police report to discuss such loss within 24 hours from the discovery of the loss. SBI, upon notice of such loss, shall immediately disconnect the Service. All charges and fees accrued prior to the disconnection shall remain for the account of the Subscriber.
- 1.3 Service. The SMART Bro Prepaid Service is designed to work only if the Subscriber has the following: USB Modem, a SMART Bro Prepaid SIM Card and SMART Bro Internet load loaded into the subscriber's account. Said items are non-refundable nor redeemable for cash, either in part or in full. The SMART Bro Prepaid SIM card cannot be used with USB modems that are (a) SIM-locked into networks other than SBI or (b) blacklisted by Smart Bro due to theft, loss, non-payment or other reasons. SBI reserves the right to SIM-lock USB Modem as part of the SMART Bro Prepaid Kit for use only of its broadband services. SMART Bro Prepaid Service requires for its use, reload of value through SMART Bro Load Card or SMART Load via retailer. After value is reloaded into the SMART Bro Prepaid SIM Card, such value shall be valid for a specific period of time as determined by the SBI. Any unlocked SMART Bro Load Card shall expire on the date shown on the reverse portion of the card. The SMART Bro Prepaid Service shall be PERMANENTLY DISCONNECTED if the Subscriber fails to reload his account within the specific period after the prepaid balance is completely consumed as determined by SBI. SBI shall not cause the reconnection of a PERMANENTLY DISCONNECTED SMART Bro Prepaid Service. Mobile numbers associated with the disconnected SMART Bro Prepaid SIM Cards can not be reacquired. A new SMART Bro Prepaid SIM Card must be purchased to avail of the SMART Bro Prepaid Service. This will have a different SMART Bro number. Requests for change of number will not be allowed. SBI shall not be held responsible for the replacement of any permanently disconnected SIM Card.
- 1.4 Limitation of Liability. SBI shall not be responsible for delays or for failure or omission of its Service due to any cause beyond its control not due to its willful and intentional fault or negligence and which cannot be overcome by the exercise of due diligence including but not limited to labor disturbance, human or equipment breakdown, acts of God or force majeure, whether or not the cause be of the same class or kind as those herein. Subscriber agrees that in such case, the operation of this Agreement and delivery and rendering of Service, so far as necessary, may be suspended or terminated as the case may be, even without notice, without liability for loss or damage, it being understood that the cause of such interruption shall be remedied, if possible, with all necessary dispatch at the earliest practicable time. In the cases mentioned above, SBI shall not be liable for any loss or damage suffered by Subscriber, unless such loss or damage is caused by the willful or grossly negligent act or omission of SBI's employees or duly authorized agent which liability shall not exceed the amount of FIVE THOUSAND PESOS (P5,000.00) as may be proven in a court of law.
- 1.5 Non-assumption of Responsibility. Subscriber holds SBI free from any responsibility for any loss or damage resulting from the failure of Service caused by a malfunction of the SBI network or Modem/SIM for any reason whatsoever. Notwithstanding any other provision of this Agreement, SBI will not for any reason be liable for any indirect, incidental, out-of-pocket expenses, consequential, punitive, special or other similar damages, including but not limited to damages resulting from loss of actual or anticipated revenues or profits, or loss of business, data or good will.
- 1.6 Use of the Service. The Subscriber's right to use the service is personal to the Subscriber. The Subscriber shall not re-sell or make any commercial use of the Service, without the prior express written consent of SBI. The Service shall not be utilized in bypassing or in activities that tend to bypass the network or be used in prohibited services like callback, dialback, unauthorized audiotext, international and national simple resale (ISR/NSR) and other similar services (the "Unauthorized Activities"). Subscriber further agrees not to facilitate, accommodate, forward or initiate origination and/or termination of SMS, MMS, GPR, WAP or other voice, video or data-related services to a third party, using the Service in a manner, numbering, labeling or routing format not duly prescribed and pre-agreed by SBI. The Subscriber shall likewise be liable for SBI for any and all compensation fee on account of any of the above Unauthorized Activities and unauthorized commercial use of the service. The compensation fee is payable, without any limitation from the time the Unauthorized Activity and unauthorized commercial use occurred until the actual cessation thereof. A penalty equivalent to one hundred fifty percent (150%) of the computed revenue losses shall likewise be charged against the subscriber if proven accountable for such Unauthorized Activity and unauthorized commercial use. For this purpose, SBI shall have the right to full access to the relevant books and all other records of the Subscriber in order to ascertain the volume of traffic and total amount of compensation fee payable. In the absence of said record, SBI shall have the sole discretion in the determination of the said compensation fee. In addition to the Unauthorized Activities and unauthorized commercial use referred to above, the Subscriber undertakes not to use the Service for any activity that is contrary to morals and public policy or which violates any ordinance, law, decree, order, regulation or treaty, among others (the "illegal Activities"). The Subscriber agrees to indemnify and hold SBI free and harmless from any liability, suit, or damage arising from or connected with the Subscriber's Unauthorized Activities, unauthorized commercial use and/or illegal Activities. The Subscriber further authorizes SBI to supply any and all information requested by any law enforcement or government agencies, or other private entities, the latter within the limits provided for by law, relative to the Subscriber's subscription to the Service. In which case, the Subscriber hereby irrevocably and unconditionally waives any and all its relevant remedies under the law, including but not limited to the right to claim damages.

2.0 Acceptance of Terms and Service Commencement Date

- 2.1 Term. This Agreement shall take effect from the date of availment of the SMART Bro Prepaid Service.
- 2.2 Service Commencement Date. The Service Commencement Date for the Service provided shall be the day Service is activated.

2.3 Observation of Rules and Regulations. Subscriber binds himself to strictly observe and comply with all government rules and regulations. Laws pertaining to telecommunications, intellectual property and other related matters now existing or hereinafter promulgated, as well as reasonable rules and regulations as SBI may impose in the interest of the Service. Subscriber shall not use, interfere or jam any radio or telephone signal of other subscribers within or outside SBI's network or other signals, otherwise, SBI shall have the right to disconnect the Service of the errant Subscriber. Any misuse shall be presumed to have been done by or under the authority of Subscriber and shall be a ground for disconnection of the Service by SBI provided that any disconnection under this Section 2.3 shall not terminate this Agreement and Subscriber shall still be liable for the payment of charges for the term of this Agreement.

3.0 Service Charges

- 3.1 **Service Fee, Foreign Currency, Adjustment and Other Charges.** Upon application, the Subscriber shall pay a one-time fee for the Modem/SIM. Where there is a change in any of the following economic factors: Philippine Peso-US Dollar exchange rate, international carrier toll rates, labor costs, cost of utilities and other operating costs, Service rates and fees may be adjusted to take effect upon notice to Subscriber. When applicable, fees shall be subject to VAT and other taxes, which may now or hereinafter be imposed by the Philippine Government on the Service or this Agreement. In case Service is based on per-minute or per-hour or per-day, or per-month, a fraction thereof shall be considered as one whole minute, or one whole hour or one whole day or one whole month, as the case may be.
- 3.2 **Prepaid Fees and Charges.** The Company may require a pre-paid fee as a pre-requisite for the Service. The pre-paid fee shall bear no interest.
- 3.3 **Changes in Service.** Subscriber agrees to pay all charges for changes in Service feature including but not limited to reconnection and change of Service package. SBI reserves the right to make changes in the Service for technical and other reasons, with due notice to the Subscriber.

4.0 Suspension / Disconnection of Service

4.1 **Disconnection.** Subscriber agrees that SBI may without prior notice, disconnect the Service of any Subscriber in any of the following instances:

- Violation by Subscriber of the terms and conditions of the Agreement;
- Misrepresentation or false statements by Subscriber in the application for Service;
- Illegal connection or use of unauthorized equipment or accessories;
- Suspicious fraudulent misuse or abuse of Service, Modem/SIM;
- Any other analogous cause.

Disconnection shall become permanent upon failure of Subscriber to correct or rectify the ground for discontinuance of Service within thirty (30) days from suspension of Service. Subscriber agrees to hold SBI free and harmless from any liability and waives any action against the latter, which may arise as a result of such suspension or disconnection of Service.

4.2 **Reconnection.** In the event of suspension or disconnection, SBI may at its option restore Service and/or require the Subscriber to rectify the cause of suspension. SBI may charge such fees for reconnection of the Service as it shall in its discretion determine.

5.0 Indemnification and Use of Service

- 5.1 **General.** Subscriber shall indemnify and hold harmless SBI, its affiliates, partners, directors, officers, employees, shareholders, agents and representatives from and against all claims, causes of actions, judgments, damages, expenses and liabilities arising from or in connection with (a) the use of the Service by subscribers other than as permitted by this Agreement, and (b) the content of material that Subscriber transmits through use of the Service including, but not limited to, claims for defamation, invasion of privacy, disparagement and/or alleged violation of trademark or copyright.
- 5.2 **"As is" Services.** Subscriber acknowledges that the Service is provided "as is". SBI, ITS EMPLOYEES, AGENTS, SUPPLIERS, VENDORS AND DISTRIBUTORS MAKE NO WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, REGARDING THE QUALITY, ACCURACY OR VALIDITY OF THE DATA OR INFORMATION AVAILABLE ON ITS SYSTEM, OR RESIDING ON OR PASSING THROUGH ITS INTERCONNECTING NETWORKS, OR THAT THE SBI SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. SBI EXPRESSLY EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE FULLEST EXTENT POSSIBLE BY LAW.
- 5.3 **Venue of Suits and Litigation Expenses.** In case of litigation arising out of this Agreement, all suits shall be exclusively filed with the proper court of Makati City only. Subscriber hereby expressly waives all claims to any other venues. Subscriber shall, in addition to the amount due and collectible, pay twenty-five percent (25%) of such amount as attorney's fees and an equivalent amount for cost suit.
- 5.4 **Exclusion from Liability.** SBI shall not be liable for any loss, costs, compensation, damage or liability to the Subscriber or any third party arising directly or indirectly out of or in connection with the supply or use of the Services including, without prejudice to the generality of the foregoing, any loss, costs, compensation, damage or liability to the Subscriber or third parties caused by:
 - a) any delay, interruption, or termination of the Service, whether caused by Administrative error, technical, mechanical, electrical or electronic fault or difficulty or any other reason; or
 - b) circumstances beyond SBI's control (including but not limited to acts of God, strike, labour disputes, fire, disturbance, action of government, atmospheric conditions, lightning, interference or damage by third parties or any change in legislation); or
 - c) any inaccuracy or omission, lack of clarity, interference in, misdirection or destruction of any information transmitted to or from the Subscriber howsoever caused by any refusal of SBI to transmit any information to par. (e) below; or
 - d) theft or unauthorized use of the Modem/SIM or any loss, costs, damages or compensation incurred by or payable to any third party by the Subscriber or other; or
 - e) any inherent defect in the Modem/SIM or any defects to the Modem/SIM resulting from use other than in the normal and customary manner or refusal by SBI, at its sole discretion, to transmit any illegal, obscene or vulgar messages or information.

6.0 Miscellaneous

- 6.1 **Entire Agreement.** This Agreement together with all attachments incorporated herein specifically by reference, represents the entire understanding of the Parties with respect to the subject matter hereof and all other agreements, whether written or oral, between the Parties relating to the Service shall be superseded by this Agreement. In entering into this Agreement, neither Party is relying upon any representation or warranties that are not set forth in this Agreement.
- 6.2 **Assignments by SBI.** SBI reserves the right to transfer or assign its rights and obligations under this Agreement whether in parts or in whole to any third party.
- 6.3 **Modification.** SBI reserves the right at its discretion to modify, delete or add any of the terms and conditions of this Agreement.
- 6.4 **Separability Clause.** The parties also agree that should any provision in this Agreement be declared void, invalid or ineffective for any reason whatsoever, the validity of the remaining provisions shall not be affected and shall continue to be binding.
- 6.5 **Waiver.** No waiver by SBI of any breach shall operate as a waiver of any other or subsequent breach. SBI shall not be prejudiced or restricted by any concessions, indulgence or forbearance.

7.0 Fraudulent, Unauthorized Use or Illegal Use and Abusive Conduct

- 7.1 If the Subscriber or any other person, at the sole discretion of SBI, is found to use the Service for any fraudulent purpose, Unauthorized Activities or Illegal Activities, or is found to use abusive and/or indecent language to other Subscribers or SBI employee, staff, representatives or authorized agents, SBI reserves the right to disconnect the Service and/or refuse to reconnect the Subscriber. SBI also reserves the right to file the appropriate legal action against the erring Subscriber or person concerned, and to charge the appropriate pre-termination fee, if any.



**Power
Plug-It**