

## Terms & Conditions for Data Roaming Dollars (T&C – I031)

The following terms and conditions are supplemental to the Sales and Services Agreement, the Company's Terms and Conditions for Mobile Telephone Service (please refer to T&C01 published at smartone.com), Terms & Conditions for Data Roaming Day Pass (please refer to T&C–I025 published at smartone.com) and Terms & Conditions for "Upgraded" Roaming Data Day Plan (please refer to T&C–I029 published at smartone.com).

### 1. Service Plan

1.1 The Customer shall use the following Service Plan as specified in the Sales and Services Agreement:

Service Plan	Monthly Fee	Term
Data Roaming Dollars	HK\$36	Details of the relevant contract expiry date applicable to the Customer is stated in the Sales and Services Agreement or Supplemental Agreement to the Sales and Services Agreement.

1.2 The Service Plan is charged on a monthly basis. The monthly charges are payable in advance and nonrefundable under whatever circumstances.

### 2. Data Roaming Dollars

2.1 The Customer will be entitled to Data Roaming Dollars (worth HK\$1,000).

2.2 Data Roaming Dollars is only applicable to "Upgraded" Roaming Data Day Plan or Data Roaming Day Pass usage.

2.3 Daily rate of "Upgraded" Roaming Data Day Plan/ Data Roaming Day Pass will be deducted from Data Roaming Dollars in first use first serve basis.

2.4 If the Customer is entitled to other free roaming entitlements, the Data Roaming Dollars will be applied after the free entitlement(s) are used up.

2.5 Data Roaming Dollars are valid for 24 months from the date of activation. All remaining dollar will be voided upon expiry.

2.6 During the above validity period, the Customer is not entitled to other Data Roaming Dollars offer.

2.7 After all the Data Roaming Dollars is used up, subsequent roaming data usage will be charged according to the "Upgraded" Roaming Data Day Plan / Data Roaming Day Pass daily rate subscribed by the customer.

### 3. Liquidated Damages

3.1 The Customer shall pay the Company liquidated damages (which is HK\$36 x remaining months of the Term) upon the occurrence of any of the following events before the expiry of the Term:

- a. if the Customer changes to a service not specified above; or
- b. if the Customer terminates the Data Roaming Dollars; or
- c. if the Customer changes the mobile telephone number or the registered name for the mobile telephone number; or
- d. if the mobile telephone service is terminated or disconnected for whatever reason.

### 4. Privacy Policy

The Company has implemented a Privacy Policy that covers how it collects, uses, discloses, transfers and stores customer information. Please visit [smartone.com/privacypolicyen](http://smartone.com/privacypolicyen) for full details of the Company's Privacy Policy.

5. The Company reserves the right to revise the terms and conditions of the Data Roaming Dollars from time to time.