

## Terms & Conditions T&C-I041 Terms for Mainland & Macau Roaming Data Pack

### 1. Service Contents:

- 1.1 Customers shall subscribe to the "Mainland & Macau Roaming Data Pack (Monthly Plan)" in accordance with their existing Sales and Service Agreement. The contract term of "Mainland & Macau Roaming Data Pack (Monthly Plan)" mirrors the term of the Customer's service plan.
- 1.2 If the Customer's service plan does not include a "Mainland & Macau Roaming Data Pack", they may separately subscribe to either the "Mainland & Macau Roaming Data Pack (Monthly Plan)" or the "Mainland & Macau Roaming Data Pack (One-off Purchase)". Subscription to the "Mainland & Macau Roaming Data Pack (Monthly Plan)" requires a contract term identical to that of the Customer's service plan. If the Customer's existing service plan has no contract term, a 12-month contract term will apply to the "Mainland & Macau Roaming Data Pack (Monthly Plan)".
- 1.3 On subscription of the "Mainland & Macau Roaming Data Pack", the monthly Mainland & Macau roaming data allowance is shared between Mainland and Macau.
- 1.4 Unless otherwise specified by the Customer, the "Mainland & Macau Roaming Data Pack (Monthly Plan)" will continue to be provided to the Customer after expiry and such service will be charged at the same Monthly Service Plan that is chargeable to the Customer on the expiry date.
- 1.5 Activation of Data Roaming Day Pass or "Upgraded" Roaming Data Day Plan:
  - 1.5.1 The Customers who subscribe to the "Mainland & Macau Roaming Data Pack" should also activate Data Roaming Day Pass or "Upgraded" Roaming Data Day Plan at the same time.
  - 1.5.2 (Applicable to Family Plan) If Primary SIM Card customer subscribe the "Mainland & Macau Roaming Data Pack", all mobile numbers under the designated Family plan should also activate Data Roaming Day Pass or "Upgraded" Roaming Data Day Plan at the same time.
  - 1.5.3 To use the "Mainland & Macau Roaming Data Pack" when travelling in Mainland and Macau, the Customer should turn on data roaming via 'Settings' on his/her phone.
- 1.6 (If applicable) Specific customers can enjoy free "Mainland & Macau Roaming Data Pack (Monthly Plan)" during the contract period. The monthly data allowance applies to Mainland China and Macau. Any balance of unused Mainland and Macau data allowance cannot be carried forward and will be voided at the end of each month. (excluding "SmarT Data Bank" Plan).
- 1.7 When the Customer is within the location of Mainland and Macau, and if the Customer's accumulated Mainland Macau data usage exceeds "Mainland & Macau Roaming Data Pack" data allowance, (If applicable) the data allowance carried forward, any subsequent data roaming usage will be automatically charged according to the mechanism specified in the SMS notification. These rates include, but not limited to:
  1. Reply to SMS to purchase additional data at current price. If no reply is received, data usage will be suspended; or
  2. Deduct from the purchased "Multi-Day Roaming Data Pack" or other roaming products first. If there are no other products, a fixed daily fee will be charged; or
  3. Reply to SMS to purchase additional data at current price. If no reply is received, additional data will be purchased automatically according to the rates specified in the SMS; or
  4. Reply to SMS to purchase additional data at current price. If no reply is received, deduct from the other roaming products first. If there are no other products, a fixed daily fee will be charged.

For details on service deduction sequence and any related charging configurations etc., please visit [https://www.smartone.com/en/mobile\\_and\\_price\\_plans/roaming/smart-travel-tips/](https://www.smartone.com/en/mobile_and_price_plans/roaming/smart-travel-tips/)

- 1.8 (If applicable) When the Customer apply Greater Bay Area Easy Pack or Mainland Macau Data Pack Services Plan ("additional service plan") at the same time, Data Roaming Day Pass and "Upgraded" Roaming Data Day Plan are not applicable if the Customer is within the location of Mainland and Macau; any subsequent data roaming usage will be automatically charged according to the mechanism specified in the SMS notification. When the Customer's accumulated Mainland and Macau data usage exceeds the "Mainland & Macau Roaming Data Pack" data allowance, (If applicable) the data allowance carried forward and (If applicable) purchased top-up usage, Mainland and Macau data service will be suspended

temporarily. At that time the Customer will be notified by the top-up SMS of additional data, which also specified the top-up charges, Customer may reply to the SMS to purchase a top-up of additional data.

- 1.9 When the Customer is within the location of any of the overseas destinations other than Mainland and Macau, the daily roaming data usage will be charged by Data Roaming Day Pass or “Upgraded” Roaming Data Day Plan subscribed by the customer.
- 1.10 For details of “Upgraded” Roaming Data Day Plan, service fee, terms and conditions, please visit [smartone.com/T&CI029E](http://smartone.com/T&CI029E). For details of Data Roaming Day Pass, service fee, terms and conditions, please visit [smartone.com/T&CI025E](http://smartone.com/T&CI025E).
- 1.11 Any unused monthly data allowance and top-up data of “Mainland & Macau Roaming Data Pack” will be forfeited at the end of billing month.
- 1.12 (If applicable) “Mainland & Macau Roaming Data Pack” cannot be subscribed in conjunction with certain designated service plans. These include, but are not limited to designated DataRoam services, Greater Bay Area Easy Pack, China Macau Data Pack. Please note that the designated service plans that are incompatible with the “Mainland & Macau Roaming Data Pack” may undergo periodic changes without prior notice.
- 1.13 (Applicable to Family Plan) “Mainland & Macau Roaming Data Pack” is only available to Primary SIM Card to subscribe. All mobile numbers under the designated Family plan can enjoy the “Mainland & Macau Roaming Data Pack” data allowance and (If applicable) the data allowance carried forward upon subscription of the Primary SIM Card.
- 1.14 (If applicable) Any remaining balance of unused roaming data allowance will be automatically forfeited upon cancellation or changes of this service plan.
- 1.15 Flexi Switch is not applicable for “Mainland & Macau Roaming Data Pack”.
- 1.16 The coverage and charges of “Mainland & Macau Roaming Data Pack” are subject to change from time to time.

## **2. Data Services for Service Plan (“the Data Services”):**

- 2.1. The 4G Data Service is only available with compatible phones and SIM cards.
- 2.2. The “Mainland & Macau Roaming Data Pack” is only available in designated destinations with selected roaming network(s) designated by the Company. Such networks specified by the Company are subject to change from time to time without prior notice. The actual experience of the Mainland & Macau Data Service is subject to the coverage or network conditions of the roaming network(s).
- 2.3. Users of Blackberry 7 OS and earlier version need to subscribe to the specified Blackberry service plan for the data usage.
- 2.4. 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.

## **3. Rebate (If applicable):**

- 3.1. Credit Amount to be rebated to the Customer will be credited to the Customer during the Term according to the credit arrangement specified in the Sales and Services Agreement (or Supplemental Agreement to the Sales and Services Agreement).
- 3.2. The Credit Amount will be credited to the monthly bill of the Customer’s Account. The first Credit Amount will be credited to the 1st monthly bill after the service effective date.

- 3.3. If, on the date of this Sales and Services Agreement, the Account is already subject to an arrangement (each a "Previous Credit Arrangement") under which any sums or charges prepaid by the Customer or the Company are to be credited by the Company to the Account, the crediting of the first installment to the Account by the Company under this Sales and Services Agreement shall be postponed to the date falling 30 days after the date of cessation of: (a) the Previous Credit Arrangement; or (b) if there is more than one Previous Credit Arrangements, the Previous Credit Arrangement with the latest expiry date. The date of cessation of the Previous Credit Arrangement will be deemed to be the date on which the last amount to be credited to the Account under the Previous Credit Arrangement is actually credited to the Account.
- 3.4. The Credit Amount paid by the Company will only be applied by the Company to meet the Customer's payment obligations to the Company in respect of the Account. However, the Customer cannot set-off any other sum payable to the Company against any part of the Credit Amount payable by the Company to the Account.
- 3.5. The Credit Amount cannot be exchanged for cash.
- 3.6. The Company shall not be under any obligation to pay any interest to the Customer on the Credit Amount.
- 3.7. The Customer shall not be entitled to the Credit Amount or any balance thereof upon the occurrence of any of the following events before the expiry of the Term:
- a) if the Customer changes to a non-specified service plan in the Sales & Services Agreement; or
  - b) if the Customer cancels or changes any of the Selected Services resulting in the aggregate monthly fee (after deduction of any rebate) of the Selected Services to be below the amount specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement); or
  - c) if the Customer enjoys special phone offer; or
  - d) if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
  - e) if the mobile telephone service is terminated/disconnected for whatever reason.

#### **4. Liquidated Damages:**

- 4.1. The Customer shall pay the Company liquidated damages (which is equivalent to the sum of the original monthly fee of applicable Service Plan multiplied by the 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 plan that is not a Specified Service Plan; or
  - b) if the Customer terminates the "Mainland & Macau Roaming Data Pack"; or
  - c) if the Customer cancels or changes any of the Selected Services resulting in the aggregate monthly fee (after deduction of any rebate) of the Selected Services to be below the amount specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement); or
  - d) if the Customer changes the mobile telephone number / the service number / the registered name for the mobile telephone number / the service number; or
  - e) if at the request of the Customer or for whatever reason caused by the Customer, the mobile telephone services cannot be activated within 90 days from the date of the Sales and Services Agreement.