

## Terms & Conditions for “Data Roaming Day Pass Combo” Package (T&C – I047)

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).

### 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	Validity period
15-day “Data Roaming Day Pass” & 100 mins Roaming Voice	HK\$36	24 months	24 months

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

### 2. About “Data Roaming Day Pass Combo” Package

2.1 The Customer will be entitled 15-day “Data Roaming Day Pass” and 100mins Free Roaming voice at the time of contract effective date. The Term shall start from the service effective date and valid for 24 months.

2.2 15-day “Data Roaming Day Pass”

2.2.1 15-day “Data Roaming Day Pass” can be used in designated destinations within the validity period. There is no limit on consecutive day.

2.2.2 Any unused day(s) remaining in the “Data Roaming Day Pass Combo” Package will automatically be forfeited upon expiry of the validity period.

2.2.3 If data usage exceeds the day limit of the “Data Roaming Day Pass Combo” Package or at non-designated destination, the Customer will be charged the original day plan price according to the destination(s) of the Customer.

2.2.4 15-day “Data Roaming Day Pass” cannot be used when the Customer is using the China Macau Data Pack / Greater Bay Area Easy Pack within the location of China and Macau.

2.2.5 (Applicable to Plan with data sharing between Main SIM card/ Primary SIM Card and Add-on SIM card/ Secondary SIM Cards) If 2 mobile numbers under the designated plan use the 15-day “Data Roaming Day Pass” at the same time, this would be counted as 2 days usage of the 15-day “Data Roaming Day Pass” .

2.2.6 (If applicable) If the Customer also purchased other roaming data service(s), deduction on usage of roaming data shall follow the following deduction sequence: 1) Roaming data allowance under service plan (DataRoam Service/ Mainland China and Macau Data Service/ ExtraCare Bay Area Plan/ SuperCare Bay Area/ Asia/ Worldwide Plan); 2) RoamFlex Data Pass roaming data allowance; 3) Roaming Data Pass (by daily); 4) Data Roaming Dollars; 5) Day(s) of “Data Roaming Day Pass Combo” Package.

### 2.3 100 mins Roaming Voice

2.3.1 The customer can enjoy 100 mins Free Roaming Voice (“Free roaming voice min(s)”) for receiving calls, outgoing calls to local and Hong Kong by roaming direct dial (“designated calls”) in designated destinations (Appendix I) within the validity period.

2.3.2 Any unused Free roaming voice min(s) remaining in the “Data Roaming Day Pass Combo” Package will automatically be forfeited upon expiry of the validity period.

2.3.3 If roaming voice usage exceeds the Free roaming voice min(s) entitlement, or roaming voice usage at non-designated destination, or roaming voice usage not included in designated calls call type of the “Data Roaming Day Pass Combo”, the Customer will be charged the standard roaming rates. Please click [here](#) for Coverage & Charges.

2.3.4 Free roaming voice min(s) is not applicable for \*131\* PhoneHome call.

2.3.5 (Applicable to Plan with data sharing between Main SIM card/ Primary SIM Card and Add-on SIM card/ Secondary SIM Cards) Free roaming voice min(s) only applicable to Main SIM card/ Primary SIM Card.

2.3.6 (If applicable) If the Customer also purchased other roaming voice offer, deduction on roaming voice usage shall follow the following deduction sequence: 1) Free roaming voice min(s); 2) Free roaming voice credit(\$); 3) Special rate of specific roaming voice usage.

2.4 (Applicable to Plan with data sharing between Main SIM card/ Primary SIM Card and Add-on SIM card/ Secondary SIM Cards) “Data Roaming Day Pass Combo” is only available to Main SIM card/ Primary SIM Card. All mobile numbers under the designated plan can enjoy the 15-day “Data Roaming Day Pass” entitlement under “Data Roaming Day Pass Combo” Package upon subscription of the Main SIM card/ Primary SIM Card.

## 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 plan that is not a Specified Service Plan; or
- b) if the Customer terminates the “Data Roaming Day Pass Combo” Package; 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 the service is terminated/disconnected for whatever reason; or
- f) 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.

#### **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 "Data Roaming Day Pass Combo" Package from time to time.

**Appendix I**  
**“Data Roaming Day Pass Combo” Package - Free roaming voice min(s) Destinations Coverage**

Destination	漫遊地區
China	中國
Macau	澳門
Taiwan	台灣
Australia	澳洲
Indonesia	印尼
Japan	日本
Malaysia	馬來西亞
New Zealand	紐西蘭
Philippines	菲律賓
Singapore	新加坡
South Korea	南韓
Thailand	泰國
Canada	加拿大
Hawaii	夏威夷
US Virgin Islands	美屬處女島
USA	美國
Puerto Rico	波多黎各
Albania	阿爾巴尼亞
Austria	奧地利
Belarus	白俄羅斯
Belgium	比利時
Bulgaria	保加利亞
Croatia	克羅地亞
Czech Republic	捷克
Denmark	丹麥
Estonia	愛沙尼亞
Faroe Islands	法羅群島
Finland	芬蘭
France	法國
Germany	德國
Greece	希臘
Guernsey	格恩西島
Jersey	澤西島
Isle of Man	馬恩島

**Appendix I**
**“Data Roaming Day Pass Combo” Package - Free roaming voice min(s) Destinations Coverage**

Destination	漫遊地區
Hungary	匈牙利
Iceland	冰島
Ireland	愛爾蘭
Italy	意大利
Vatican City	梵蒂岡
Latvia	拉脫維亞
Liechtenstein	列支敦士登
Switzerland	瑞士
Lithuania	立陶宛
Luxembourg	盧森堡
Macedonia	馬其頓
Moldova	摩爾多瓦
Netherlands	荷蘭
Norway	挪威
Poland	波蘭
Portugal	葡萄牙
Romania	羅馬尼亞
Russia	俄羅斯
Serbia	塞爾維亞
Slovakia	斯洛伐克
Slovenia	斯洛文尼亞
Spain	西班牙
Sweden	瑞典
Ukraine	烏克蘭
United Kingdom	英國
Bangladesh	孟加拉
Cambodia	柬埔寨
Guam	關島
India	印度
Nepal	尼泊爾
Sri Lanka	斯里蘭卡
Turkey	土耳其
Vietnam	越南