

Terms & Conditions T&C-T293 Contract Term For SIM Only Expat Plan



1) Term (if applicable):

- 1.1 The Customer shall use Expat Plan service for the period specified in the Sales and Services Agreement ("Term"). The Term shall start from the service effective date.
- 1.2 Before contract expires, the Company's retention team will contact the Customer for the latest re-contract offer. Should the Customer decline offer, and upon expiry of existing contract, the Customer will automatically be switched to a then prevailing comparable plan on non-contract basis that is specified from time to time.

2) Service Plan:

- 2.1 The Customer shall use the following applicable Service Plan and services:
 - a) the Service Plan ("Specified Service Plan") specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement); and
 - b) any of the services ("Selected Services") specified in the Company's web site "Terms and Conditions" relating to this offer and the aggregate monthly fee (after deduction of any rebate) of such Selected Services is equal to or above the amount specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) (if applicable).
- 2.2 The Customer shall use credit card autopay to settle the monthly service plan and related service fees. If the Customer does not settle his monthly payment by credit card autopay, a deposit of HK\$1,000 is required.
- 2.3 Applicable to the Service Plan with specified data usage
 - 2.3.1 Whenever the local data usage of the Customer under the Specified Service Plan nearly reaches the specified local data usage ("Specified Data Usage"), the Company will notify the Customer by SMS. The Customer may by return SMS purchase a top-up at the charge as specified in the SMS received ("Top Up"). If the Customer does not wish to purchase the Top Up, local data service under the Specified Service Plan will be automatically suspended when the data usage has reached the Specified Data Usage. The Customer may purchase the Top Up at that time or wait until the beginning of the next bill month for the new Specified Data Usage allowance under the relevant Service Plan.

Any unused top-up local mobile data can be carried forward for free and can be used before the end of the next bill month. This is only applicable to designated service plans (1GB or above) with an "Advise & Consent" mechanism for the purchase of top-up data.
 - 2.3.2 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.
- 2.4 The Account holder is responsible for the Specified Service Plan and the monthly charges of the Specified Service Plan.
- 2.5 This Service Plan is charged on a monthly basis. The monthly charges for the first month will be charged on a pro-rata basis from the service effective date to the first bill date. The monthly charges are payable in advance and non-refundable under whatever circumstances.
- 2.6 This Service Plan is not applicable to 2G phones / connected devices or any phones / connected devices which have manually opted for 2G network. However, for customers who opt for FUP unlimited data, in addition to the above conditions, the plan will also not be applicable to other connected devices (including but not limited to USB modem / pocket wi-fi / TV box).
- 2.7 Additional Data SIM card Offer for free:
 - 2.7.1 The Customer of this Service Plan can opt for an additional Data SIM card for free. The additional Data SIM card does not include any data usage, and its data usage will be counted towards the usage of the Service Plan. The additional Data SIM card does not provide any voice service. If the Service Plan is terminated for whatever reason, the additional Data SIM card will be terminated automatically at the same time.
 - 2.7.2 For Customer of this Service Plan who opt for FUP Unlimited Data / 10GB Add-on Local Data / DataRoam Service, the data usage will also apply to the additional Data SIM card under the Service Plan.
 - 2.7.3 The extra local data usage entitled under this Service Plan is also applicable to the additional Data SIM card under the Service Plan.
- 2.8 Free Service Offers:

Only available during this Service Plan period. Under this Service Plan, users of mobile numbers other than the user of the Registered Number are not eligible to enjoy the free service offers.

 - 2.8.1 Free 100 minutes of 001 IDD service per month:

- a) Total 100 free minutes of 001 IDD service per month and the IDD minutes only apply to voice calls made by 001 IDD in Hong Kong to the normal fixed and mobile numbers in China, USA, UK, Australia, Singapore, Japan, Taiwan, Malaysia, Macau, Canada, Thailand, South Korea, Philippines, France, India, Italy and Germany. But excludes voice calls made to the infoline numbers and satellite numbers.
- b) The Customer must apply 001 IDD to enjoy the free minutes of IDD.
- c) Unused free minute(s) cannot be carried forwarded and will be cancelled on bill date.
- d) Free 001 IDD minutes will be given on pro-rata basis from service activation date to 1st bill date, and free 100 minutes IDD will be given in the following bills.
- e) For details of the service, terms and conditions, please visit http://www.smartone.com/en/mobile_and_price_plans/roaming_idd/idd/001idd.jsp.

2.8.2 Free WiFi service:

- a) The Customer is required to register for WiFi service.

2.8.3 Free Call Guard service:

- a) Download, usage and content update of this service will incur data. It will be deducted from relevant subscribed service plans and charged at the applicable thereafter fee. Alternatively, it will be charged based on standard data charges.
- b) This service can be used on smartphones running iOS 5.1.1 or above, Android 2.2 or above, Windows Phone 7.5 or above and BlackBerry® 6 or above.
- c) For details of the service, terms and conditions, please visit http://www.smartone.com/other/english/tc_V103_e.pdf

2.8.4 Free ST Protect service:

- a) Download, usage and content update of this service will incur data. It will be deducted from relevant subscribed service plans and charged at the applicable thereafter fee. Alternatively, it will be charged based on standard data charges.
- b) This service can be used on smartphones running iOS 8.0 or above, and Android 4.0 or above.
- c) For details of the service, terms and conditions, please visit http://www.smartone.com/other/english/tc_V111_e.pdf

2.8.5 Free ST WiFi Calling service:

- a) Download, usage and content update of this service will incur data (including local and roaming). It will be deducted from relevant subscribed service plans and charged at the applicable thereafter fee. Alternatively, it will be charged based on standard data charges.
- b) This service can be used on designated smartphones running Android 4.0 or above and iOS 7.0 or above.
- c) For details of the service, terms and conditions, please visit http://www.smartone.com/other/english/TC-V058_E.pdf

2.8.6 Free hmv PLAY service:

- a) The Customer of this Service Plan can opt for hmv PLAY service for free.
- b) Download, usage and content update of this service will incur data. It will be deducted from relevant subscribed service plans and charged at the applicable thereafter fee. Alternatively, it will be charged based on standard data charges.
- c) This service can be used on smartphones running iOS 7.0 or above and Android™ 4.2 or above.
- d) hmv PLAY is owned and operated by Soliton (HK) Limited.
- e) For details of the service, terms and conditions, please visit http://www.smartone.com/other/english/tc_V047B_e.pdf

2.9 Roaming Data:

2.9.1 The Customer of this Service Plan and the additional Data SIM card (if applicable) should also activate “Upgraded” Roaming Data Day Plan at the same time.

2.9.2 “Upgraded” Roaming Data Day Plan offer:

The Customer of this Service Plan and the additional Data SIM card (if applicable) can enjoy “Upgraded” Roaming Data Day Plan at 50% off on fixed daily rate (based on original price). The offer cannot be used in conjunction with other offers. For details of “Upgraded” Roaming Data Day Plan, service fee, terms and conditions, please visit smartone.com/T&CI029E

2.9.3 (If applicable) Any free day entitlement of “Upgraded” Roaming Data Day Plan offered to an existing contract of a service number under the service plan will firstly be deducted with the use of “Upgraded” Roaming Data Day Plan.

2.9.4 The Customer of this Service Plan and the additional Data SIM card (if applicable) can switch to Virtual WiFi Egg. For details of Virtual WiFi Egg, service fee, terms and conditions, please visit smartone.com/T&CI025E

2.9.5 (If applicable) Any free day entitlement of Virtual WiFi Egg offered to an existing contract of a service number under the service plan will firstly be deducted with the use of Virtual WiFi Egg.

- 2.9.6 (If applicable) Any free day entitlement of "Upgraded" Roaming Data Day Plan offered to an existing contract of a service number under the service plan will be forfeited when the Customer switches to Virtual WiFi Egg for the Customer of this Service Plan and the additional Data SIM card (if applicable). The forfeited free day entitlement will not be refunded or replenished to the Customer.
- 2.9.7 (If applicable) Any free day entitlement of Virtual WiFi Egg offered to an existing contract of a service number under the service plan will be forfeited when the Customer switches to "Upgraded" Roaming Data Day Plan for the Customer of this Service Plan and the additional SIM card (if applicable). The forfeited free day entitlement will not be refunded or replenished to the Customer.

3) Credit Amount (if applicable):

- 3.1 Credit Amount to be rebated to the Customer will be credited to the Customer 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:
- a) if the Customer changes to a (i) service plan with monthly fee equal to or below the Service Plan amount specified in the Sales & Services Agreement (or Supplemental Agreement to Sales and Services Agreement) or (ii) non-specified service plan in the Sales & Services Agreement (or Supplemental Agreement to Sales and 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 (if applicable):

- 4.1 The Customer shall pay the Company liquidated damages ((which is equivalent to the sum of the monthly fee of specified 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 (i) service plan with monthly fee equal to or below the Service Plan amount specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) or (ii) 2G Service Plan or (iii) IC2N Service plan; 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 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; 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.

5) Data Services for Service Plan (“the Data Services”):

- 5.1 The 4G Data Service is only available with compatible phones and SIM cards.
- 5.2 The data usage applies to local use only. Standard roaming data charge applies during roaming.
- 5.3 Users of Blackberry 7 OS and earlier version need to subscribe to the specified Blackberry service plan for the data usage.
- 5.4 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.

6) Extra Local Data Offer (if applicable):

- 6.1 The Customer shall not be entitled to the extra local data specified in the Sales and Services Agreement 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 and 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
 - 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.
- 6.2 The extra local data cannot be used in conjunction with DataRoam Service. Any free extra local data offered to an existing contract of a service number under the service plan will be forfeited upon DataRoam Service subscription. The forfeited data will not be refunded or replenished to the Customer.