

## Terms & Conditions for Worldwide Travel Data Pass (T&C – I030)

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 Virtual WiFi Egg (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
Worldwide Travel Data Pass	HK\$30	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 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. Rebate

2.1 During the Term, the Customer shall be entitled to HK\$14 rebate per month.

2.2 The rebate amount will be credited to the monthly bill of the Customer's Account. The first rebate amount will be credited to the 1st monthly bill after the service effective date.

2.3 The rebate 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 Customer's 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 Customer's Account.

2.4 The Credit Amount cannot be exchanged for cash.

2.5 The Company shall not be under any obligation to pay any interest to the Customer on the rebate amount.

### 3. Worldwide Travel Data Pass One Free Day Usage

3.1 The Customer will be entitled to one day of free usage ("Worldwide Travel Data Pass One Free Day Usage") of Virtual WiFi Egg or "Upgraded" Roaming Data Day Plan in each month. The Worldwide

Travel Data Pass One Free Day Usage will apply on the day of first usage of Virtual WiFi Egg or “Upgraded” Roaming Data Day Plan.

3.2 If the first usage of Virtual WiFi Egg or “Upgraded” Roaming Data Day Plan on the Worldwide Travel Data Pass One Free Day Usage covers two destinations, only the first destination will apply.

3.3 The Worldwide Travel Data Pass One Free Day Usage is only available to customers who have activated Virtual WiFi Egg or “Upgraded” Roaming Data Day Plan.

3.4 The Customer cannot activate both the Virtual WiFi Egg and “Upgraded” Roaming Data Day Plan to enjoy the Worldwide Travel Data Pass One Free Day Usage.

3.5 If the Customer is entitled to other free roaming entitlements, the Worldwide Travel Data Pass One Free Day Usage will apply first.

#### 4. Liquidated Damages

4.1 The Customer will not be entitled to the rebate amount (as specified in Clause 2.1) or any balance thereof and shall pay the Company liquidated damages (which is HK\$16 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 Worldwide Travel Data Pass; 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.

#### 5. 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.

6. The Company reserves the right to revise the terms and conditions of the Worldwide Travel Data Pass from time to time.