

Terms & Conditions T&C-I033
Contract Term for China Macau Data Pack

Smartone

1) Term:

- 1.1 The Customer shall use the China Macau Data Pack for the period specified in the Sales and Services Agreement ("Term"). The Term shall start from the service effective date.
- 1.2 If the Customer does not have an existing contract of a service number at the time of subscription of China Macau Data Pack, the Term for subscription of China Macau Data Pack shall be 12 months from the service effective date.
- 1.3 If the Customer has an existing contract of a service number that has not yet expired, the Term shall start from the service effective date and expire on the same date as the expiry date of the existing contract. Customer can refer to the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) for details of the relevant contract expiry date.

2) Service Plan:

- 2.1 On subscription of the China Macau Data Pack, monthly data allowance and top-up of China Macau Data Pack data purchased under the "Specified Service Plan" can be shared in China and Macau.
- 2.2 The Customer shall use the following applicable service plan and services during the Term:
 - 2.2.1 The China Macau Data Pack specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement); and
 - 2.2.2 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).
- 2.3 Unless otherwise specified by the Customer, the China Macau Data Pack will continue to be provided to the Customer after the expiry of the Term and such service will be charged at the same Monthly Service Plan that is chargeable to the Customer on the expiry date of the Term.
- 2.4 Activation of Virtual WiFi Egg or "Upgraded" Roaming Data Day Plan:
 - 2.4.1 The Customer who subscribe China Macau Data Pack should also activate Virtual WiFi Egg or "Upgraded" Roaming Data Day Plan at the same time.
 - 2.4.2 To use the China Macau Data Pack when travelling in China and Macau, the Customer should turn on data roaming via 'Settings' on his/her phone.
- 2.5 When the Customer is within the location of China and Macau and if the Customer's accumulated China Macau Data Pack data usage exceeds monthly data allowance and top-up of China Macau Data Pack data purchased (if applicable) under the "Specified Service Plan", the roaming data usage will be suspended automatically.
- 2.6 When the Customer is within the location of China and Macau, Virtual WiFi Egg and "Upgraded" Roaming Data Day Plan are not applicable.
- 2.7 When the Customer is within the location of any of the overseas destinations other than China and Macau, the daily roaming data usage will be charged by Virtual WiFi Egg or "Upgraded" Roaming Data Day Plan subscribed by the customer.
- 2.8 For details of "Upgraded" Roaming Data Day Plan, service fee, terms and conditions, please visit smartone.com/T&CI029E . For details of Virtual WiFi Egg, service fee, terms and conditions, please visit smartone.com/T&CI025E

- 2.9 Whenever the China Macau Data Pack data usage of the Customer under the Specified Service Plan nearly reaches the specified China Macau Data Pack data usage ("Specified Data Usage"), the Company will notify the Customer by SMS. The Customer may by return SMS purchase a top-up of China Macau Data Pack at the charge as specified in the SMS received ("Top Up"). If the Customer does not wish to purchase the Top Up of China Macau Data Pack, data service under the Service Plan of China Macau Data Pack will be automatically suspended when the China Macau Data Pack data usage has reached the Specified Data Usage of China Macau Data Pack. The Customer may purchase the Top Up of China Macau Data Pack at that time or wait until the beginning of the next bill month for the new Data Usage allowance of China Macau Data Pack under the relevant Service Plan.
- 2.10 Any unused monthly entitlement and top-up data of 1.5GB China Macau Data Pack data will be carried forward to next bill month for free and can be used before the end of the next bill month.
- 2.11 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 of China Macau Data Pack is confirmed.
- 2.12 China Macau Data Pack cannot be used in conjunction with DataRoam services
- 2.13 If SuperCare Family Plan customers subscribe China Macau Data Pack, the monthly data allowance of China Macau Data Pack and top-up of China Macau Data Pack data purchased is only allowed to the User of Registered Number but no other mobile numbers under the same plan.
- 2.14 Flexi Switch is not applicable for this Plan.
- 2.15 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.

3) Liquidated Damages:

- 3.1 The Customer shall pay the Company liquidated damages (\$1,000) 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 China Macau 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 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) Data Services for Service Plan ("the Data Services"):

- 4.1 The 4G Data Service is only available with compatible phones and SIM cards.
- 4.2 China Macau 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 China Macau Data Pack is subject to the coverage or network conditions of the roaming network(s).
- 4.3 Users of Blackberry 7 OS and earlier version need to subscribe to the specified Blackberry service plan for the data usage.



4.4 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.