

**Terms & Conditions T&C-I037**  
**Terms for Greater Bay Area Data Service**

**Smartone**

**1) Service Contents:**

- 1.1 The Customer shall use the designated monthly service plan with Greater Bay Area Data Service (“Greater Bay Area Data Service”) for the period specified in the Sales and Services Agreement (“Term”). The Term shall start from the service effective date.
- 1.2 On subscription of the Greater Bay Area Data Service, monthly data allowance of the Greater Bay Area Data Service under the “Specified Service Plan” can be shared in China and Macau.
- 1.3 The Customer shall use the following applicable service plan and services during the Term:
  - 1.3.1 The Greater Bay Area Data Service specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement); and
  - 1.3.2 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).
- 1.4 Activation of Virtual WiFi Egg or “Upgraded” Roaming Data Day Plan:
  - 1.4.1 The Customer who subscribe the Greater Bay Area Data Service should also activate Virtual WiFi Egg or “Upgraded” Roaming Data Day Plan at the same time.
  - 1.4.2 To use the Greater Bay Area Data Service when travelling in China and Macau, the Customer should turn on data roaming via 'Settings' on his/her phone.
- 1.5 (If applicable) Specific customer can enjoy extra China and Macau data usage of the Greater Bay Area Data Service during contract period. Extra China and Macau data usage of the Greater Bay Area Data Service can be shared in China and Macau. Any balance of unused extra China and Macau data usage cannot be carried forward and will be voided at the end of each month.
- 1.6 When the Customer is within the location of China and Macau, and if the Customer’s accumulated China Macau data usage exceeds Greater Bay Area Data Service monthly allowance and (If applicable) the extra monthly allowance, the China Macau data service will be charged automatically by Virtual WiFi Egg or “Upgraded” Roaming Data Day Plan subscribed by the customer.
- 1.7 When the Customer apply Greater Bay Area Easy Pack or China Macau Data Pack Services Plan (“additional service plan”) at the same time, Virtual WiFi Egg and “Upgraded” Roaming Data Day Plan are not applicable if the Customer is within the location of China and Macau ; the arrangement of thereafter China Macau data usage and charges will same as the default data top-up option of additional service plan. When the Customer’s accumulated China Macau data usage exceeds the Greater Bay Area Data Service monthly data allowance, (If applicable) extra monthly allowance, additional service plan monthly allowance and (If applicable) purchased top-up usage, China Macau data service will be suspended temporarily. At that time the Customer will be notified by the top-up SMS of additional service plan, which also specified the top-up charges, he/ she may reply to the SMS to purchase a top-up of China Macau data service.
- 1.8 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.
- 1.9 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 Virtual WiFi Egg, service fee, terms and conditions, please visit [smartone.com/T&CI025E](http://smartone.com/T&CI025E)
- 1.10 The Greater Bay Area Data Service cannot be used in conjunction with specified DataRoam services.
- 1.11 If SuperCare Family Plan customers subscribe The Greater Bay Area Data Service, the monthly data allowance of The Greater Bay Area Data Service and top-up of The Greater Bay Area Data Service purchased is only allowed to the User of Registered Number but no other mobile numbers under the same plan.
- 1.12 Flexi Switch is not applicable for this service.

**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 Greater Bay Area Data Service 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 Greater Bay Area 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.