

**Terms & Conditions T&C-I040**  
**Terms for GBA DataRoam Service**

**1) Term (If applicable):**

- 1.1 The Customer shall use the GBA DataRoam Service 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 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 GBA DataRoam Service is only available to the Customer who has subscribed to a designated monthly service plan ("Specified Service Plan").
- 2.2 GBA DataRoam Service should activate with Specified Service Plan at the same time.
- 2.3 Unless otherwise specified by the Customer, GBA DataRoam Service 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 On subscription of the GBA DataRoam Service, monthly data allowance under the "Specified Service Plan" can be shared in Hong Kong, China and Macau.
- 2.5 The Customer shall use the following applicable service plan and services during the Term:
  - a) the GBA DataRoam Service 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).
- 2.6 Activation of Virtual WiFi Egg or "Upgraded" Roaming Data Day Plan:
  - 2.6.1 The Customer who subscribes GBA DataRoam Service should also activate Virtual WiFi Egg or "Upgraded" Roaming Data Day Plan at the same time.
  - 2.6.2 To use the GBA DataRoam Service when travelling, the Customer should turn on data roaming via 'Settings' on his/her phone.
- 2.7 When the Customer is within the location of any of the overseas destinations which cover under GBA DataRoam Service and if the Customer's accumulated data usage exceeds monthly data allowance under the "Specified Service Plan", the daily thereafter 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 Virtual WiFi Egg, service fee, terms and conditions, please visit [smartone.com/T&CI025E](http://smartone.com/T&CI025E)
- 2.9 For details of "Upgraded" Roaming Data Day Plan, service fee, terms and conditions, please visit [smartone.com/T&CI025E](http://smartone.com/T&CI025E)
- 2.10 GBA DataRoam Service cannot be used in conjunction with any HK - China 1 Card 2 Numbers Service Plan, Macau 1 Card 2 Numbers, Multi-SIM Monthly Plan, TagOn SIM Plan, Add-on Local Data Plan, 10GB Addon Local Data Plan, China Macau Data Pack Services Plan, Greater Bay Area Easy Pack, Greater Bay Area Data Service, DataRoam Service and Flexi Switch.



- 2.11 (If applicable) GBA DataRoam Service only applicable to the data allowance under the "Specified Service Plan"; any thereafter data usage of Unlimited Data (including "FUP Unlimited Data") applies to local (Hong Kong) use only. When the Customer is within the location of any of the overseas destinations which cover under GBA DataRoam Service and if the Customer's accumulated data usage exceeds monthly data allowance under the "Specified Service Plan", the daily thereafter roaming data usage will be charged by Virtual WiFi Egg or "Upgraded" Roaming Data Day Plan subscribed by the Customer.
- 2.12 (If applicable) Any free bonus local data offered to an existing contract of a service number under the service plan will be forfeited upon GBA DataRoam Service subscription. The forfeited data will not be refunded or replenished to the Customer.
- 2.13 (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 upon GBA DataRoam Service subscription. The forfeited free day entitlement will not be refunded or replenished to the Customer.
- 2.14 (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 upon GBA DataRoam Service subscription. The forfeited free day entitlement will not be refunded or replenished to the Customer.
- 2.15 On subscription of GBA DataRoam Service, monthly local voice minutes allowance and additional local voice minutes purchased under the "Specified Service Plan" can be shared in Hong Kong and Macau for receiving calls from anywhere and local outgoing calls in the same designation.
- 2.16 GBA DataRoam Service 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) Rebate (If applicable):**

- 3.1 Credit Amount to be rebated to the Customer will be credited to the Customer during the Term 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 before the expiry of the Term:

- a) if the Customer changes to a non-specified service plan in the Sales & 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 applicable 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 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
- 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 Data Usage designations coverage:

5.2.1 For the Customer who subscribes GBA DataRoam Service:

The data usage applies to the designations covering the selected GBA DataRoam Service coverage as described in Clause 2.2. For other destinations, the roaming data usage will be charged by Virtual WiFi Egg or “Upgraded” Roaming Data Day Plan subscribed by the Customer. When the Customer is travelling to destinations outside the Virtual WiFi Egg or the “Upgraded” Roaming Data Day Plan’s coverage or logs on to non-selected roaming network(s), the Customer’s data roaming is automatically deactivated.

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.