

Terms & Conditions T&C-I041

Terms for Greater Bay Area Data Service

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 (Applicable to Family Plan) If Primary SIM Card customer subscribe the Greater Bay Area Data Service, all mobile numbers under the designated Family plan should also activate Virtual WiFi Egg or "Upgraded" Roaming Data Day Plan at the same time.
 - 1.4.3 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 . For details of Virtual WiFi Egg, service fee, terms and conditions, please visit smartone.com/T&CI025E .
- 1.10 The Greater Bay Area Data Service cannot be used in conjunction with specified DataRoam services.
- 1.11 (Applicable to Family Plan) Greater Bay Area Data Service is only available to Primary SIM Card to subscribe. All mobile numbers under the designated Family plan can enjoy the Greater Bay Area Data Service monthly allowance and (if applicable) the extra monthly allowance upon subscription of the Primary SIM Card.

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.

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.