

## **Terms & Conditions T&C-I044**

### **Contract Term for RoamFlex Data Pass service plan**

#### **1) Term:**

1.1 The Customer shall use the RoamFlex Data Pass for the period specified in the Sales and Services Agreement ("Term"). The Term shall start from the service effective date.

#### **2) Service Plan:**

2.1 On subscription of the RoamFlex Data Pass service plan, roaming data allowance within the Term and top-up of RoamFlex Data Pass data purchased under the RoamFlex Data Pass service plan can be shared in designated destinations.

2.2 The Customer shall use the following applicable service plan and services during the Term:

- a) the RoamFlex Data Pass 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).

2.3 This Service Plan is charged on a monthly basis. The monthly charges are non-refundable under whatever circumstances. For more details on coverage and charges, please visit [https://www.smartone.com/en/mobile\\_and\\_price\\_plans/roaming\\_idd/roamflex\\_data\\_pass/charges.jsp](https://www.smartone.com/en/mobile_and_price_plans/roaming_idd/roamflex_data_pass/charges.jsp). The coverage and charges of "RoamFlex Data Pass" are subject to change from time to time.

2.4 Unless otherwise specified by the Customer before the Term expired, the Term will be automatically extended at the prevailing service plan for successive periods of Term. The same terms and conditions of this service shall apply unless otherwise stated. The said automatic extension is subject to the final and absolute discretion of the Company at any times.

2.5 Activation of Data Roaming Day Pass or "Upgraded" Roaming Data Day Plan:

- 2.5.1 The Customer who subscribe RoamFlex Data Pass should also activate Data Roaming Day Pass or "Upgraded" Roaming Data Day Plan at the same time.
- 2.5.2 (Applicable to Family Plan/ Designated 5G Service Plan) If the Customer of the Primary SIM Card subscribes the RoamFlex Data Pass, all mobile numbers under the designated Family plan/ designated 5G Service Plan should also activate Data Roaming Day Pass or "Upgraded" Roaming Data Day Plan at the same time.
- 2.5.3 To use the RoamFlex Data Pass when travelling in designated destinations, the Customer should turn on data roaming via 'Settings' on his/her phone.

2.6 The remaining data entitlement of the RoamFlex Data Pass will be automatically forfeited after the Term expired. The new roaming data allowance within the Term of RoamFlex Data Pass will be provided after the new Term / extended Term becomes effective.

2.7 When the Customer is within the location of designated destinations and if the Customer's accumulated RoamFlex Data Pass usage exceeds roaming data allowance within the Term and (if applicable) top-up of RoamFlex Data Pass data purchased, the Customer will be charged the original day plan price of Data Roaming Day Pass or "Upgraded" Roaming Data Day Plan subscribed by the customer and according to the destination(s) for the thereafter roaming data usage.

2.8 When the Customer is within the location of any of the overseas destinations other than designated destinations, the daily roaming data usage will be charged with the original day plan price of Data Roaming Day Pass or "Upgraded" Roaming Data Day Plan subscribed by the customer and according to the destination(s).

2.9 For details of "Upgraded" Roaming Data Day Plan, service fee, terms and conditions, please visit [smartone.com/T&CI029E](https://www.smartone.com/T&CI029E). For details of Data Roaming Day Pass, service fee, terms and conditions, please visit [smartone.com/T&CI025E](https://www.smartone.com/T&CI025E)

- 2.10 Whenever the RoamFlex Data Pass data usage of the Customer nearly reaches the specified RoamFlex Data Pass data usage ("Specified Data Usage"), the Company will notify the Customer by SMS. The Customer may by return SMS purchase a top-up of RoamFlex Data Pass at the charge as specified in the SMS received ("Top Up"). If the Customer does not wish to purchase the Top Up of RoamFlex Data Pass, the Customer will be charged the original day plan price of Data Roaming Day Pass or "Upgraded" Roaming Data Day Plan subscribed by the customer and according to the destination(s) for the thereafter roaming data usage when the RoamFlex Data Pass data usage has reached the Specified Data Usage of RoamFlex Data Pass.
- 2.11 RoamFlex Data Pass cannot be subscribed in conjunction with China Macau Data Pack, Greater Bay Area Easy Pack or Mainland China and Macau Data Service (the thereafter usage and charges on 'Advise and Consent' basis).
- 2.12 (Applicable to Family Plan/ Designated 5G Service Plan) RoamFlex Data Pass is only available to Primary SIM Card. All mobile numbers under the designated Family plan/ designated 5G Service Plan can enjoy the roaming data allowance within the Term under RoamFlex Data Pass upon subscription of the Primary SIM Card.
- 2.13 (If applicable) If the Customer purchased more than one Roaming Data Pass for different group destinations, deduction on usage of roaming data shall follow the following deduction sequence:
1. Roaming data allowance under service plan (DataRoam Service/ Mainland China and Macau Data Service/ ExtraCare Bay Area Plan/ SuperCare Bay Area/ Asia/ Worldwide Plan);
  2. RoamFlex Data Pass roaming data allowance;
  3. Roaming Data Pass (by daily);
  4. Data Roaming Dollars.
- 2.14 Flexi Switch is not applicable for this Plan.
- 2.15 (If applicable) The free roaming voice minutes in Mainland and Macau ("The Roaming Voice Offer") is only applicable to Primary SIM Card. The Roaming Voice Offer is only applicable in Mainland and Macau for receiving calls, outgoing calls to local and Hong Kong by roaming direct dial. Calls in other destinations/ other roaming calls usage will be charged at standard roaming rates.
- 2.16 The Company reserves the right to revise the Terms and Conditions of the RoamFlex Data Pass without prior notice to the Customer. **By continuing to use the RoamFlex Data Pass, the Customer agrees that the amended and restated terms and conditions will apply to him/her.** In case of any dispute, the decision of the Company shall be final.

### **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 will not be entitled to the Credit Amount or any balance thereof and shall pay the Company liquidated damages 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 RoamFlex 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/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.

#### **4) Liquidated Damages:**

- 4.1 The Customer shall pay the Company liquidated damages (which is equivalent to the sum of the original 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 that is not a Specified Service Plan; or
  - b) if the Customer terminates the RoamFlex Data Pass; 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.

#### **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 RoamFlex Data Pass 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 RoamFlex Data Pass is subject to the coverage or network conditions of the roaming network(s).
- 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.