

## Terms & Conditions T&C-I048

### Contract Term for Asia Data Pack

#### 1) Term:

- 1.1 The Customer shall use the Asia 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 Asia Data Pack, the Term for subscription of Asia 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 Asia Data Pack ("this service plan"), monthly data allowance under this service plan can be shared in China, Macau, Taiwan, Japan, Singapore, South Korea and Thailand ("designated destinations").
- 2.2 The Customer shall use the following applicable service plan and services during the Term:
  - a) the Asia Data Pack 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 Unless otherwise specified by the Customer, the Asia 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 Asia Data Pack should also activate Virtual WiFi Egg or "Upgraded" Roaming Data Day Plan at the same time.
  - 2.4.2 (If applicable) If Main SIM card/ Primary SIM Card customer subscribe the Asia Data Pack, all mobile numbers under the designated plan should also activate Virtual WiFi Egg or "Upgraded" Roaming Data Day Plan at the same time.
  - 2.4.3 To use the Asia Data Pack when travelling in designated destinations, the Customer should turn on data roaming via 'Settings' on his/her phone.
- 2.5 When the Customer is within the location of designated destinations, and if the Customer's accumulated designated destinations roaming data usage exceeds Asia Data Pack monthly allowance and (If applicable) the data allowance carried forward, the designated destinations roaming data service will be charged automatically by Virtual WiFi Egg or "Upgraded" Roaming Data Day Plan subscribed by the customer.
- 2.6 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 by Virtual WiFi Egg or "Upgraded" Roaming Data Day Plan subscribed by the customer.
- 2.7 For details of "Upgraded" Roaming Data Day Plan, service fee, terms and conditions, please visit [smartone.com/T&C1029E](http://smartone.com/T&C1029E) . For details of Virtual WiFi Egg, service fee, terms and conditions, please visit [smartone.com/T&C1025E](http://smartone.com/T&C1025E) .
- 2.8 Any unused monthly entitlement of Asia Data Pack will be forfeited (excluding "SmarT Data Bank" Plan)..
- 2.9 Asia Data Pack cannot be subscribed in conjunction with designated DataRoam services, China Macau Data Pack and Greater Bay Area Easy Pack.

- 2.10 (If applicable) Asia Data Pack is only available to Main SIM card/ Primary SIM Card. All mobile numbers under the designated plan can enjoy the monthly roaming data allowance and (If applicable) the data allowance carried forward upon subscription of the Main SIM card/ Primary SIM Card.
- 2.11 (If applicable) The roaming data allowance carried forward will be automatically forfeited upon cancels or changes of this service plan.
- 2.12 (If applicable) If the Customer purchased more than one roaming data service, deduction on usage of roaming data shall follow the following deduction sequence:
1. Roaming Data Plan roaming data allowance;
  2. Roaming Data Pack roaming data allowance;
  3. Asia Data Pack roaming data allowance;
  4. RoamFlex Data Pass roaming data allowance;
  5. Roaming Data Pass (by daily);
  6. Data Roaming Dollars.
- 2.13 Flexi Switch is not applicable for this Plan.
- 2.14 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) 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:**

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 Asia 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.

#### **5) Data Services for Service Plan (“the Data Services”):**

5.1 The Data Service is only available with compatible phones and SIM cards.

5.2 Asia 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 Asia Data Pack 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