

**Terms & Conditions T&C-T286
DataRoam Service**



1) Term:

- 1.1 The Customer shall use the 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 does not have an existing contract of a service number at the time of subscription of DataRoam Service, the Term for subscription of the Data Passport Plan 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.
- 1.4 Before contract expires, the Company’s retention team will contact the Customer for the latest re-contract offer. Should the Customer decline offer, and upon expiry of existing contract, the Customer will automatically be switched to a then prevailing comparable plan on non-contract basis that is specified from time to time.

2) Service Plan:

- 2.1 DataRoam Service is only available to the Customer who has subscribed to a designated monthly service plan (“Specified Service Plan”).
- 2.2 On subscription of the DataRoam Service, monthly data allowance and top-up data purchased under the “Specified Service Plan” can be shared in Hong Kong, Macau and other designated overseas destinations:

DataRoam Service Types	Data Sharing Destinations Coverage	Customers of Applicable Service Plans
DataRoam x2 Service	Hong Kong & Macau	Customer who has subscribed to a designated “1GB or above data usage” monthly service plan
DataRoam x3 Service	Hong Kong & Macau, plus one of below destinations: (China / Taiwan / Japan / Singapore)	Customer who has subscribed to a designated “5GB or above data usage” monthly service plan
DataRoam x6 Service	Hong Kong, Macau, China, Taiwan, Japan & Singapore	
SuperCare Family Plans + DataRoam x2 Service	Hong Kong & Macau	Customer who has subscribed to a designated “6GB or above data usage” monthly service plan
SuperCare Family Plans + DataRoam x3 Service	Hong Kong & Macau, plus one of below destinations: (China / Taiwan / Japan / Singapore)	
SuperCare Family Plans + DataRoam x6 Service	Hong Kong, Macau, China, Taiwan, Japan & Singapore	

- 2.3 The Customer shall use the following applicable service plan and services during the Term:
 - a) the 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).
- 2.4 For DataRoam x3 Service, the additional destination selected by the Customer cannot be changed during Term.

2.5 Activation of Virtual WiFi Egg or “Upgraded” Roaming Data Day Plan:

- 2.5.1 The Customer who subscribes DataRoam x2 Service should also activate Virtual WiFi Egg or “Upgraded” Roaming Data Day Plan at the same time.
- 2.5.2 The Customer who subscribes DataRoam x3 / x6 Service should also activate “Upgraded” Roaming Data Day Plan at the same time.
- 2.5.3 To use the DataRoam Service when travelling, the Customer should turn on data roaming via 'Settings' on his/her phone.

2.6 When the Customer is within the location of any of the overseas destinations which cover the selected Data Passport Plan and if the Customer’s accumulated data usage exceeds monthly data allowance and top-up data purchased (if applicable) 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.

2.7 “Upgraded” Roaming Data Day Plan offer:

- 2.7.1 Customer can enjoy “Upgraded” Roaming Data Day Plan at 50% off on fixed daily rate (based on original price) upon the subscription of DataRoam x3 / x6 Service. The offer cannot be used in conjunction with other offers. For details of “Upgraded” Roaming Data Day Plan, service fee, terms and conditions, please visit smartone.com/T&CI029E .

2.8 For details of Virtual WiFi Egg, service fee, terms and conditions, please visit smartone.com/T&CI025E

2.9 This plan cannot be used in conjunction with 10GB Add-on Local Data Plan, Multi-SIM Monthly Plan and Tag-On SIM Plan.

2.10 Flexi Switch is not applicable for this Plan.

2.11 (If applicable) For any Customer who subscribes FUP Unlimited Data Plan and DataRoam Service, FUP Unlimited Data usage applies to local (Hong Kong) use only. When the Customer is within the location of any of the overseas destinations which cover the selected 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 DataRoam Service subscription. The forfeited data will not be refunded or replenished to the Customer.

2.13 (If applicable) Any free day entitlement of Virtual WiFi Egg offered to an existing contract of a service number under the service plan will firstly be deducted with the use of Virtual WiFi Egg.

2.14 (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 firstly be deducted with the use of “Upgraded” Roaming Data Day Plan.

2.15 (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 DataRoam Service subscription. The forfeited free day entitlement will not be refunded or replenished to the Customer.

2.16 (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 DataRoam Service subscription. The forfeited free day entitlement will not be refunded or replenished to the Customer.

- 2.17 On subscription of the 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.
- 2.18 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) Liquidated Damages:

3.1 For Customer who has subscribed DataRoam x2 Service :

The Customer shall pay the Company liquidated damages (HK\$300) 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 DataRoam x2 Service; 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.

3.2 For Customer who has DataRoam x3 / x6 Service: The Customer shall pay the Company liquidated damages (HK\$1,000) 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 DataRoam x3 / x6 Service; 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.

3.3 For Customer who has subscribed SuperCare Family Plans + DataRoam x2 Service:

The Customer shall pay the Company liquidated damages (HK\$600) 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 DataRoam x2 Service; 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.

- 3.4 For Customer who has subscribed SuperCare Family Plans + DataRoam x3 / x6 Service:
The Customer shall pay the Company liquidated damages (HK\$2,000) 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 DataRoam x3 / x6 Service; 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.

4) Data Services for Service Plan (“the Data Services”):

4.1 The 4G Data Service is only available with compatible phones and SIM cards.

4.2 Data Usage designations coverage:

4.2.1 For the Customer who subscribes Hong DataRoam x2 Service:

The data usage applies to the designations covering the selected DataRoam x2 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.

4.2.2 For the Customer who subscribes DataRoam x3 / x6 Service:

The data usage applies to the designations covering the selected DataRoam x3 / x6 Service coverage as described in Clause 2.2. For other destinations, the roaming data usage will be charged by “Upgraded” Roaming Data Day Plan at 50% off on fixed daily rate (based on original price). When the Customer is travelling to destinations outside 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.

4.3 Users of Blackberry 7 OS and earlier version need to subscribe to the specified Blackberry service plan for the data usage.

4.4 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.