

Terms & Conditions T&C-T324
Contract Term For SuperCare Bay Area/ Asia/ Worldwide Plan



1) Term:

- 1.1 The Customer shall use the SuperCare Bay Area/ Asia/ Worldwide Plan service (“This Service Plan”) for the period specified in the Sales and Services Agreement (“Term”). The Term shall start from the service effective date.
- 1.2 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 The Customer shall use the following applicable Service Plan and services during the Term:
 - a) the Service Plan (“Specified Service Plan”) 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) (if applicable).

2.2 Applicable to the Service Plan with specified data usage

- 2.2.1 Whenever the local data usage of the Customer under the Specified Service Plan nearly reaches the specified local data usage (“Specified Data Usage”), the Company will notify the Customer by SMS. The Customer may by return SMS purchase a top-up at the charge as specified in the SMS received (“Top Up”). If the Customer does not wish to purchase the Top Up, local data service under the Specified Service Plan will be automatically suspended when the data usage has reached the Specified Data Usage. The Customer may purchase the Top Up at that time or wait until the beginning of the next bill month for the new Specified Data Usage allowance under the relevant Service Plan.

Any unused top-up local mobile data can be carried forward for free and can be used before the end of the next bill month. This is only applicable to designated service plans with an “Advise & Consent” mechanism for the purchase of top-up data.

- 2.2.2 Where the Customer has registered more than one Service Plan in an Account, the Company will notify Customer's primary service number (i.e. the first registered service number) by SMS whenever a Top Up is confirmed.
- 2.2.3 On subscription of SuperCare Bay Area/ Asia/ Worldwide Plan service, monthly data allowance and top-up data purchased under this Service Plan can be shared in Hong Kong and designated overseas destinations:

Service Plan	Data Sharing Destinations Coverage	Appendix
SuperCare Bay Area Plan	Hong Kong, China, Macau	/
SuperCare Asia Plan	Hong Kong and designated 28 destinations	Appendix I
SuperCare Worldwide Plan	Hong Kong and designated 123 destinations	Appendix II

- 2.2.4 This Service Plan is only available in designated destinations with selected roaming network(s) designated by the Company. Such networks and destinations specified by the Company are subject to change from time to time without prior notice. The actual experience of the data roaming service is subject to the coverage or network conditions of the roaming network(s).

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

- 2.3.1 The Customer who subscribes SuperCare Bay Area Plan should also activate Virtual WiFi Egg or “Upgraded” Roaming Data Day Plan at the same time.
- 2.3.2 The Customer who subscribes SuperCare Asia Plan/ SuperCare Worldwide Plan should also activate “Upgraded” Roaming
- 2.3.3 To use the data roaming service when travelling, the Customer should turn on data roaming via 'Settings' on his/her phone.

- 2.4 When the Customer is within the location of any of the overseas destinations which cover by This Service Plan and if the Customer’s accumulated data usage exceeds monthly data allowance and top-up data purchased (if applicable) under This 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.

- 2.5 When the Customer is travelling to destinations outside This Service Plan coverage, the daily roaming data usage will be charged by Virtual WiFi Egg or “Upgraded” Roaming Data Day Plan subscribed by the customer.

- 2.6 For details of Virtual WiFi Egg, service fee, terms and conditions, please visit smartone.com/T&C1025E



- 2.7 The Customer can enjoy “Upgraded” Roaming Data Day Plan at 50% off on fixed daily rate (based on original price) upon the subscription of SuperCare Asia Plan/ SuperCare Worldwide Plan. 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 On subscription of This Service Plan, monthly local voice minutes allowance and additional local voice minutes purchased under This Service Plan can be shared in Hong Kong and Macau for receiving calls from anywhere and local outgoing calls in the same designation.
- 2.9 “Easy Number” Service
- 2.9.1 The customer will be entitled Free “Easy Number” Service (after deduction of any rebate) within contract period at the time of contract effective date of This Service Plan.
- 2.9.2 If the Customer terminates This Service Plan for any reason, the China mobile number used by the Customer will be automatically terminated at the same time.
- 2.9.3 For details of “Easy Number” Service” and China Mobile Number Application Form, please visit https://www.smartone.com/other/english/tc_V126_e.pdf
- 2.10 This plan cannot be used in conjunction with any Add-on Local Data Plan, Multi-SIM Monthly Plan, TagOn SIM 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) For any Customer who subscribes FUP Unlimited Data Plan and SuperCare Bay Area/ Asia/ Worldwide Plan 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 SuperCare Bay Area/ Asia/ Worldwide Plan service and if the Customer’s accumulated data usage exceeds monthly data allowance under the SuperCare Bay Area/ Asia/ Worldwide Plan service, 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 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 This Service Plan subscription. The forfeited free day entitlement 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 This Service Plan subscription. The forfeited free day entitlement will not be refunded or replenished to the Customer.
- 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.
- 2.15 This Service Plan is not applicable to 2G phones / connected devices or any phones / connected devices which have manually opted for 2G network. However, if customers opt for FUP unlimited data, in addition to the above conditions, the plan will also not applicable to other connected devices (including but not limited to USB modem / pocket wi-fi / TV box).

3) Rebate:

- 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 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 This 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 subscribe SuperCare Bay Area Plan:
The data usage applies to the designations covering the selected SuperCare Bay Area Plan coverage as described in Clause 2.2.3. 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.
- 5.2.2 For the Customer who subscribe SuperCare Asia Plan/ SuperCare Worldwide Plan:
The data usage applies to the designations covering the selected SuperCare Asia Plan/ SuperCare Worldwide Plan coverage as described in Clause 2.2.3. 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.
- 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.

6) Extra Local Data Offer:

- 6.1 (If applicable) The Customer shall not be entitled to the extra local data specified in the Sales and Services Agreement 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 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
 - 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.



**Appendix I
SuperCare Asia Plan Destinations Coverage**

Destination	漫遊地區
Hong Kong	香港
China	中國
Macau	澳門
Taiwan	台灣
Australia	澳洲
Bangladesh	孟加拉
Brunei	汶萊
Cambodia	柬埔寨
India	印度
Indonesia	印尼
Japan	日本
Laos	老撾
Malaysia	馬來西亞
Mongolia	蒙古
Nepal	尼泊爾
New Zealand	紐西蘭
Pakistan	巴基斯坦
Papua New Guinea	巴布亞新畿內亞
Philippines	菲律賓
Singapore	新加坡
South Korea	南韓
Sri Lanka	斯里蘭卡
Thailand	泰國
Uzbekistan	烏茲別克
Vietnam	越南
Fiji	菲濟
Nauru	諾魯
Tonga	湯加王國
Vanuatu	瓦努阿圖

Appendix II
SuperCare Worldwide Plan Destinations Coverage

Destination	漫遊地區
Hong Kong	香港
China	中國
Macau	澳門
Taiwan	台灣
Australia	澳洲
Bangladesh	孟加拉
Brunei	汶萊
Cambodia	柬埔寨
India	印度
Indonesia	印尼
Japan	日本
Laos	老撾
Malaysia	馬來西亞
Mongolia	蒙古
Nepal	尼泊爾
New Zealand	紐西蘭
Pakistan	巴基斯坦
Papua New Guinea	巴布亞新畿內亞
Philippines	菲律賓
Singapore	新加坡
South Korea	南韓
Sri Lanka	斯里蘭卡
Thailand	泰國
Uzbekistan	烏茲別克
Vietnam	越南
Fiji	菲濟
Nauru	諾魯
Tonga	湯加王國
Vanuatu	瓦努阿圖
Afghanistan	阿富汗
Israel	以色列
Jordan	約旦
Kuwait	科威特
Qatar	卡塔爾
Saudi Arabia	沙特阿拉伯
Turkey	土耳其
United Arab Emirates	阿拉伯聯合酋長國
Albania	阿爾巴尼亞
Austria	奧地利
Belgium	比利時
Bulgaria	保加利亞
Croatia	克羅地亞
Czech Republic	捷克
Denmark	丹麥
Estonia	愛沙尼亞
Finland	芬蘭
France	法國
Germany	德國
Greece	希臘
Hungary	匈牙利

Appendix II
SuperCare Worldwide Plan Destinations Coverage

Destination	漫遊地區
Iceland	冰島
Ireland	愛爾蘭
Italy	意大利
Vatican City	梵蒂岡
Latvia	拉脫維亞
Liechtenstein	列支敦士登
Switzerland	瑞士
Lithuania	立陶宛
Luxembourg	盧森堡
Malta	馬耳他
Moldova	摩爾多瓦
Netherlands	荷蘭
Norway	挪威
Poland	波蘭
Portugal	葡萄牙
Romania	羅馬尼亞
Russia	俄羅斯
Serbia	塞爾維亞
Slovakia	斯洛伐克
Spain	西班牙
Sweden	瑞典
United Kingdom	英國
Egypt	埃及
Ghana	加納
South Africa	南非
Argentina	阿根廷
Brazil	巴西
Canada	加拿大
Chile	智利
Colombia	哥倫比亞
Peru	秘魯
Hawaii	夏威夷
Puerto Rico	波多黎各
US Virgin Islands	美屬處女島
USA	美國
Costa Rica	哥斯達黎加
El Salvador	薩爾瓦多
Guatemala	危地馬拉
Honduras	洪都拉斯
Nicaragua	尼加拉瓜
Mexico	墨西哥
Panama	巴拿馬
Anguilla	安圭拉島
Antigua	安提瓜
Aruba	阿魯巴
Barbados	巴巴多斯
Barbuda	巴布達
Bermuda	百慕達
Bonaire	博奈爾島
British Virgin Islands	英屬處女島
Cayman Islands	開曼群島



**Appendix II
SuperCare Worldwide Plan Destinations Coverage**

Destination	漫遊地區
Curacao	庫拉索島
Desirade	拉代西拉德
Dominica	多米尼加
French Guiana	法屬圭亞那
Grenada	格林納達
Guadelope	瓜德羅普島
Haiti	海地
Jamaica	牙買加
Les Saintes	勒聖特群島
Marie-Galante	瑪麗加朗特
Martinique	馬提尼克島
Montserrat	蒙特塞拉特
St. Barthelemy	聖巴特島
St. Kitts & Nevis	聖吉提斯和尼夫斯
St. Lucia	聖路西亞
St. Martin	法屬聖馬丁島
St. Vincent	聖芬生
The Grenadines	格林納丁斯群島
Trinidad And Tobago	千里達和托巴哥
Turks & Caicos	科克斯和凱科斯群島
Guyana	圭亞那
Suriname	蘇利南
Samoa	薩摩亞