

Terms & Conditions T&C-T362

Contract Term For 5G SIM Only HK and Macau Monthly Plan



1) Term:

- 1.1 The Customer shall use the 5G SIM Only HK and Macau Monthly Plan (“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 5G SIM Only HK and Macau Monthly 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.
 - 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 5G SIM Only HK and Macau Monthly Plan, monthly data allowance and top-up data purchased under the Specified Service Plan can be shared in Hong Kong and Macau.
 - 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 5G SIM Only HK and Macau Monthly Plan should also activate Virtual WiFi Egg or “Upgraded” Roaming Data Day Plan at the same time.
 - 2.3.2 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 Macau 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.
- 2.5 When the Customer is within the location of any of the overseas destinations other than Macau, 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&CI025E . For details of “Upgraded” Roaming Data Day Plan, service fee, terms and conditions, please visit smartone.com/T&CI029E .
- 2.7 On subscription of the 5G SIM Only HK and Macau Monthly Plan, 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.
- 2.8 5G SIM Only HK and Macau Monthly Plan cannot be used in conjunction with any “Add-On SIM card” Plan, “SmarT Data Bank” Service, “Unlimited Data” Plan, 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, Mainland China and Macau Data Service, DataRoam Service and Flexi Switch.



- 2.9 (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.
- 2.10 (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.
- 2.11 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.
- 2.12 This Service Plan is not applicable to 2G phones / connected devices or any phones / connected devices which have manually opted for 2G network.

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 cancels or changes to a (i) service plan with monthly fee equal to or below the Service Plan amount specified in the Sales & Services Agreement (or Supplemental Agreement to Sales and Services Agreement) or (ii) non-specified service plan in the Sales & 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 enjoys special offer including but not limited to phone offers or other contract term offers; 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.
 - 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) Liquidated Damages:

- 4.1 The Customer shall pay the Company liquidated damages ((which is equivalent to the sum of the monthly fee of this 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 cancels or changes to a (i) service plan with monthly fee equal to or below the Service Plan amount specified in the Sales & Services Agreement (or Supplemental Agreement to Sales and Services Agreement) or (ii) non-specified service plan in the Sales & 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 enjoys special offer including but not limited to phone offers or other contract term offers; 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.
- 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 This Service Plan (“the Data Services”):

5.1 The 5G Data Service/ 5G Data Roaming service is only available with compatible phones.

5.2 The 5G Data Service applies to local use. The 5G data roaming service is available to designated roaming service operators only, designated countries/ regions are subject to change from time to time. Roaming data service experience is subject to the coverage or network conditions of the roaming network(s).

5.3 Data Usage designations coverage:

The data usage applies to the designations covering the 5G SIM Only HK and Macau Monthly 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.

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

5.5 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 and Airtime 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 cancels or changes to a (i) service plan with monthly fee equal to or below the Service Plan amount specified in the Sales & Services Agreement (or Supplemental Agreement to Sales and Services Agreement) or (ii) non-specified service plan in the Sales & 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 enjoys special offer, include but not limited to phone offers or other contract term offers; 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.
- 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.