

## **Terms & Conditions T&C-T381**

### **Contract Term For 5G Chinese Mainland-Hong Kong-Macau Data Sharing Monthly Service Plan**

#### **1) Flow description**

##### **1.1 Traffic and Network Terms of Use**

The “Chinese Mainland–Hong Kong–Macau Shared Data” included in the Plan is applicable to designated networks in Chinese Mainland, Hong Kong and Macau, and the data usage will be deducted from the same shared data pool. Customers using data services in any of these three locations will consume from the same 60GB data pool.

Shared data is only available through designated local and roaming network providers. Actual network coverage, data speed and user experience may vary due to network conditions, local coverage, equipment, software or other factors beyond the customer’s control.

##### **1.2 Data services in Chinese Mainland and Macau**

Customers can use the shared data included in the Plan in Chinese Mainland and Macau. Data services will be provided by designated local network operators. Actual network speed and coverage may vary depending on local operator conditions.

When customers roam in Chinese Mainland, data service is only available on the 4G / 5G networks of designated partner operators (where applicable).

If the customer’s device cannot automatically connect to the designated network, the customer may manually select the designated local partner network in the device settings.

##### **1.3 Network switching and device requirements**

If the customer is in a non-designated region or uses an incompatible device, access to 5G network service may not be available and the device may automatically switch to 4G or other available networks.

Customers must use a compatible mobile device to enjoy 5G data service. For details, please refer to the compatibility list on our website.

##### **1.4 Data usage and service changes**

The 60GB shared data included in this Plan is subject to a fixed limit, and no FUP (Fair Usage Policy) speed reduction arrangement applies. When the customer’s data usage reaches the

limit, data service will be suspended until the next billing cycle, unless additional data is purchased.

The Company reserves the right to change the program content, network coverage and designated partner networks at any time without prior notice.

## 2) Contract Term

2.1 The Customer must subscribe to the **5G Chinese Mainland–Hong Kong–Macau Data Sharing Monthly Service Plan** (“Designated Chinese Mainland–Hong Kong–Macau Data-sharing HKDRIFT Monthly Service Plan”) for the period specified in the sales and service contract (“Contract Term”), which commences from the service effective date.

2.2 Before the expiry of the contract period, the Company will contact the customer for the latest renewal arrangements. If the customer does not accept the arrangement, the customer's service plan will be adjusted according to the same service plan at that time and notified by SMS. This arrangement will automatically take effect upon the expiry of the contract period and is not subject to contractual terms.

## 3) Service Plan:

3.1 During the Contract Period, the Customer must choose the following service plans and services:

a) Designated **Contract for 5G Chinese Mainland-Hong Kong-Macau Data Sharing Monthly Service Plan** as detailed in the sales and service contract (or accompanying agreement to the sales and service contract); and

b) Any designated services listed on the Company's website in relation to the "Terms and Conditions" of this offer ("Selected Services"). The total amount of monthly fee for the designated service (after deducting any amount of the total value rebate offer) shall not be less than the amount detailed in the sales and service agreement (or the accompanying agreement to the sales and service agreement) (if applicable).

## 3.2 Applicable to Service Plans with Specified Data Usage

3.2.1 According to the Customer's relevant service plan, if the Customer's Shared Data Usage is about to reach the specified Shared Data Usage ("Designated Data Usage"), the Company will send an SMS to notify the Customer. Customers can reply to SMS and purchase top-up data usage ("Value-added") at the rate specified in the SMS. If the customer decides not to add value and the data usage has reached the specified data usage, the

shared data service is automatically suspended. At that time, customers can decide whether to continue using the value-add or wait for the new designated data usage on the first day of the next billing month before using it.

3.2.2 If a customer registers more than one service plan in the account, the Company will send an SMS to notify the customer of the main number (i.e. the first registered service number) of the purchase top-up when the service plan is successfully topped up.

3.3 (if applicable) Customers may choose the "5G Supplementary SIM Card", "4.5G Full Speed Supplementary SIM Card" and "4.5G 21Mbps Supplementary SIM Card" service plans as the identity of the registered mobile number ("Registered Number User").

3.4 This service plan is charged on a monthly basis. The monthly service fee will be calculated on a pro-rata basis from the effective date of the service to the first cut-off date. All monthly service fees are subject to prepayment. Fees paid will not be refunded under any circumstances.

3.5 This service plan is not available for 2G mobile phones/mobile devices or mobile phones/mobile devices that manually select a 2G network.

4) Rebate (if applicable):

4.1 The Gross Value Rebate will be rebated to the Customer during the Contract Term in accordance with the arrangements detailed in the Sales and Services Agreement (or the Sales and Services Contract Side Agreement).

4.2 The total amount will be credited to the customer's account every month. The total value of the first instalment will be rebated from the first month from the commencement of the service.

4.3 If the Client's account has been arranged before the date of signing this Sales and Services Agreement and any amount or fee that has been prepaid by the Client or the Company (each such arrangement is referred to as the "Deposit Arrangement"), the date on which the Company first credits the instalments to the account in accordance with this Sales and Services Agreement will be extended to the 30th day after the expiry date of the following both: (a).Deposit Arrangements; or (b) (if more than one of the arrangements) the last scheduled deposit arrangement to close after the expiry date. The expiry date of the deposit arrangement refers to the date on which the last amount of money due to be credited to the account under the deposit arrangement is actually credited to the account.

4.4 The total amount will be used by the Company in accordance with the above to cover the payment obligations of the Company for the free services in the account. However, the Client

agrees not to offset any part of the total amount due by the Company to the Company against any other sum payable by the Client to the Company.

4.5 Under no circumstances shall the Customer convert the total amount into cash.

4.6 The Company shall not be liable to pay interest to the Client on the total amount.

4.7 During the Contract Term, the Client will not be entitled to the total amount or any balance in any of the following cases:

a) If the customer terminates or changes the subscription of (i) a service plan with the same or lower monthly fee as detailed in the sales and service agreement (or the Sales and Service Agreement Side Agreement) or (ii) a service plan not specified in the sales and service agreement; or

b) If the Customer terminates or changes the use of any Designated Service, the total monthly fee for the Designated Service (after deducting any amount of the Gross Value Rebate Offer) is less than the amount detailed in the Sales and Service Agreement (or the Sales and Service Agreement Side Agreement); or

c) If the customer signs up for other offers, including but not limited to mobile phone or service term contract offers; or

d) If the customer changes the mobile phone number / registered name; or

e) Termination of mobile phone service for any reason.

f) From the date of signing the sales and service contract, the mobile phone service will not be produced within 90 days regardless of the customer's request or any cause caused by the customer.

5) Designation of Claimed Damages:

5.1. During the Contract Term, the Customer shall pay to the Company a specified liquidated damages (i.e. Designated China-Hong Kong-Macau Data Sharing Hong Kong Drift Service Plan x the remaining period of the Contract Period) under any of the following circumstances:

a) If the Customer terminates or changes the subscription of (i) the same or lower monthly fee as detailed in the Sales and Service Agreement (or the Sales and Service Agreement Addendum) or (ii) the type of service plan not specified in the Sales and Service Agreement; or

b) If the Customer terminates or changes the use of any Designated Service, the total monthly fee for the Designated Service (after deducting any amount of the Gross Value

Rebate Offer) is less than the amount detailed in the Sales and Service Agreement (or the Sales and Service Agreement Side Agreement); or

c) If the customer signs up for other offers, including but not limited to mobile phone or service term contract offers; or

d) If the customer changes the mobile phone number / registered name; or

e) Termination of mobile phone service for any reason.

f) From the date of signing the sales and service contract, the mobile phone service will not be effective within 90 days from the date of signing the sales and service contract, regardless of the customer's request or any reason caused by the customer.

6) Data services ("Data Services") in relation to the Service Plan:

6.1 5G data service is only applicable to designated mobile phones.

6.2 Data usage is limited to local (Hong Kong) use only, and standard roaming charges will be charged for other regions.

6.3 Users of Blackberry 7 OS or earlier must select a designated Blackberry service plan to use data usage on Blackberry smartphones.

6.4 When using the Data Services, the Customer must ensure that the settings specified by the Company [including but not limited to APN settings (applicable to Data Services only)] and mobile phones are used. Customers can check the relevant settings and mobile phone with the company's store staff. If the Customer does not comply with this Specified Regulation to use the Data Service, the Company reserves the right to suspend/terminate the Service immediately without prior notice. In addition, the Company reserves the right to charge the Customer a fee for the use of the Data Services for the Customer's non-compliance with this Specified Ordinance, which will be calculated at the Company's prevailing rates.

7) Extra Data Usage Discount and Extra Talk Minutes Discount:

7.1 During the Contract Term, the Customer will not be entitled to the Additional Data Usage Offer and the Extra Call Minutes Offer as detailed in the Sales and Service Contract under any of the following circumstances:

a) If the Customer terminates or changes the subscription of (i) the same or lower monthly fee as detailed in the Sales and Service Agreement (or the Sales and Service Agreement Addendum) or (ii) the type of service plan not specified in the Sales and Service Agreement; or

- b) If the Customer terminates or changes the use of any Designated Service, the total monthly fee for the Designated Service (after deducting any amount of the Gross Value Rebate Offer) is less than the amount detailed in the Sales and Service Agreement (or the Sales and Service Agreement Side Agreement); or
- c) If the customer signs up for other offers, including but not limited to mobile phone or service term contract offers; or
- d) If the customer changes the mobile phone number / registered name; or
- e) Termination of mobile phone service for any reason.
- f) From the date of signing the sales and service contract, the mobile phone service will not be effective within 90 days from the date of signing the sales and service contract, regardless of the customer's request or any reason caused by the customer.

## Promotional offers

### 1. Caller Butler

- The offer period of the Free Call Manager (Full Version) service is limited, and the Company will waive the monthly fee of the Call Manager (Full Version) service during the contract period of the designated China-Hong Kong-Macau Data Sharing Hong Kong Drift Service Plan. The Company reserves the right to change, suspend or terminate the offer at any time without prior notice.
- Caller Manager (complete version) is subject to relevant terms and conditions, please refer [to T&C-V150](#)  for details.

### 2. \$1,000 Mobile Voucher Offer:

- Customers who subscribe to the designated contract term service plan can enjoy the mobile voucher discount for the purchase of designated mobile phones. The value of the voucher is subject to the service plan contract selected by the customer. Customers are required to purchase the designated mobile phone at the prevailing suggested retail price. This offer is only applicable to customers who purchase designated mobile phones with a suggested retail price of \$5,000 or above. Customers are required to prepay the specified service fee amount (if applicable). The prepayment amount depends on the service plan selected by the customer. The prepaid amount will be rebated to customers after the service plan takes effect in accordance with the arrangements detailed in the sales and service agreement (or the Sales and Service Contract Side Agreement). The prepaid amount will be credited

directly to the customer's bank account or credited to the monthly statement via FPS and the customer's existing mobile service plan must still be in force, and the customer must ensure the accuracy and completeness of the information provided therein (if applicable). The rebate method of the prepaid amount depends on the customer's choice. Customers must use the offer within 180 days from the date of signing or accepting the renewal period of the contract. Cannot be used in conjunction with other mobile gift voucher offers. Customers can use the mobile voucher offer once during the validity period and enjoy a free 12-month upgraded version of SmarTone™ with the purchase of designated mobile phones.

### **3. AI Connect Service:**

- This service is only available to SmarTone Mobile Monthly Plan customers.
- When using the AI tool on the web version or device, users may be required to register separately.
- SmarTone reserves the right to make the final decision on the Service and any disputes and may suspend and/or terminate the Service and/or amend the terms and conditions of the Service at any time without prior notice. Terms and conditions apply, please refer to [T&C-V172 for details](#).
- Google and Gemini are trademarks of Google Inc., Google LLC or their affiliates. ChatGPT, Sora, and DALL • E is a trademark of OpenAI OpCo, LLC or its affiliates. Claude is a trademark of Anthropic, PBC or its affiliates. The above trademarks are the property of their respective owners, who are not affiliated, authorized, associated, or sponsored by us.
- Definition of "Hong Kong-first": Based on the open market information of major telecommunications service providers in Hong Kong as of 23 December 2025, this service is the first telecommunications service provider in Hong Kong to provide direct access to designated AI platforms through its network.