

Terms & Conditions T&C-I036
Terms for Greater Bay Area Data Service



1) Service Contents:

- 1.1 The Customer shall use the designated monthly service plan with Greater Bay Area Data Service ("Greater Bay Area Data Service") for the period specified in the Sales and Services Agreement ("Term"). The Term shall start from the service effective date.
- 1.2 On subscription of the Greater Bay Area Data Service, monthly data allowance and top-up of the Greater Bay Area Data Service purchased under the "Specified Service Plan" can be shared in China and Macau.
- 1.3 The Customer shall use the following applicable service plan and services during the Term:
 - 1.3.1 The Greater Bay Area Data Service specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement); and
 - 1.3.2 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).
- 1.4 Activation of designated Roaming Data Day Plan:
 - 1.4.1 The Customer who subscribe the Greater Bay Area Data Service should also activate designated Roaming Data Day Plan at the same time.
 - 1.4.2 To use the Greater Bay Area Data Service when travelling in China and Macau, the Customer should turn on data roaming via 'Settings' on his/her phone.
- 1.5 When the Customer is within the location of China and Macau and if the Customer's accumulated the Greater Bay Area Data Service usage exceeds monthly data allowance and top-up of the Greater Bay Area Data Service purchased (if applicable) under the "Specified Service Plan", the roaming data usage will be suspended automatically.
- 1.6 When the Customer is within the location of any of the overseas destinations other than China and Macau, the daily roaming data usage will be charged by designated Roaming Data Day Plan subscribed by the customer.
- 1.7 For details of "Upgraded" Roaming Data Day Plan, service fee, terms and conditions, please visit smartone.com/T&CI029E . For details of Virtual WiFi Egg, service fee, terms and conditions, please visit smartone.com/T&CI025E
- 1.8 Whenever the Greater Bay Area Data Service usage of the Customer under the Specified Service Plan nearly reaches the specified Greater Bay Area Data Service data usage ("Specified Data Usage"), the Company will notify the Customer by SMS. The Customer may by return SMS purchase a top-up of the Greater Bay Area Data Service at the charge as specified in the SMS received ("Top Up"). If the Customer does not wish to purchase the Top Up of the Greater Bay Area Data Service, data service under the Greater Bay Area Data Service will be automatically suspended when the Greater Bay Area Data Service usage has reached the Specified Data Usage of the Greater Bay Area Data Service. The Customer may purchase the Top Up of the Greater Bay Area Data Service at that time or wait until the beginning of the next bill month for the new Data Usage allowance of the Greater Bay Area Data Service under the relevant Service Plan.
- 1.9 Any unused top-up of the Greater Bay Area Data Service can be carried forward for free and can be used before the end of the next bill month.
- 1.10 While the Customer has registered more than one Greater Bay Area Data Service 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 of the Greater Bay Area Data Service is confirmed.
- 1.11 The Greater Bay Area Data Service cannot be used in conjunction with DataRoam services, China Macau Data Pack Services Plan and Greater Bay Area Easy Pack.
- 1.12 (If applicable) Specific customer can enjoy extra China and Macau data usage of the Greater Bay Area Data Service during contract period. Extra China and Macau data usage of the Greater Bay



Area Data Service can be shared in China and Macau. Any balance of unused extra China and Macau data usage cannot be carried forward and will be voided at the end of each month.

- 1.13 (If applicable) Whenever the extra China and Macau data usage of the Greater Bay Area Data Service of the Customer under the Specified Service Plan nearly reaches the specified Greater Bay Area Data Service data usage ("Specified Data Usage"), the Company will notify the Customer by SMS. The Customer may by return SMS purchase a top-up of the Greater Bay Area Data Service at the charge as specified in the SMS received ("Top Up"). If the Customer does not wish to purchase the Top Up of the extra China and Macau data usage of the Greater Bay Area Data Service, data service under the Greater Bay Area Data Service will be automatically suspended when the Greater Bay Area Data Service usage has reached the Specified Data Usage of the Greater Bay Area Data Service. The Customer may purchase the Top Up of the Greater Bay Area Data Service at that time or wait until the beginning of the next bill month for the new Data Usage allowance of the Greater Bay Area Data Service under the relevant Service Plan.
- 1.14 (If applicable) When the customer entitles both Greater Bay Area Data Service and extra China and Macau data usage of the Greater Bay Area Data Service under the Specified Service Plan, extra China and Macau data usage will be deducted first. While the total China and Macau data usage of the Greater Bay Area Data Service nearly reaches the specified Greater Bay Area Data Service data usage ("Specified Data Usage"), the Company will notify the Customer by SMS. The Customer may by return SMS purchase a top-up of the Greater Bay Area Data Service at the charge as specified in the SMS received ("Top Up"). If the Customer does not wish to purchase the Top Up of the Greater Bay Area Data Service data usage, data service under the Greater Bay Area Data Service will be automatically suspended when the total China Macau Data usage has reached the Specified Data Usage of the Greater Bay Area Data Service. The Customer may purchase the Top Up of the Greater Bay Area Data Service at that time or wait until the beginning of the next bill month for the new Data Usage allowance of the Greater Bay Area Data Service under the relevant Service Plan.

2) Data Services for Service Plan ("the Data Services"):

- 2.1 The 4G Data Service is only available with compatible phones and SIM cards.
- 2.2 The Greater Bay Area Data Service 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 the Greater Bay Area Data Service is subject to the coverage or network conditions of the roaming network(s).
- 2.3 Users of Blackberry 7 OS and earlier version need to subscribe to the specified Blackberry service plan for the data usage.
- 2.4 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 account manager 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.