

## Terms & Conditions for 12-day Virtual WiFi Egg Roaming Data Pass (T&C – I039)

The following terms and conditions are supplemental to the Sales and Services Agreement, the Company's Terms and Conditions for Mobile Telephone Service (please refer to T&C01 published at smartone.com), Terms & Conditions for Virtual WiFi Egg (please refer to T&C-I025 published at smartone.com).

### 1. Service Plan

1.1 The Customer shall use the following Service Plan as specified in the Sales and Services Agreement:

Service Plan	Monthly Fee	Term	Validity period
12-day Virtual WiFi Egg	HK\$36	12 months	12 months

1.2 The Service Plan is charged on a monthly basis. The monthly charges are payable in advance and non-refundable under whatever circumstances.

### 2. About 12-day Virtual WiFi Egg Roaming Data Pass

- 2.1 12-day Virtual WiFi Egg Roaming Data Pass ("Roaming Data Pass") is only available to the Customer who has subscribed to Auto Top-up Abroad Pack and designated service plan.
- 2.2 Each mobile number can subscribe a maximum of 5 Roaming Data Pass.
- 2.3 The Customer who subscribe Roaming Data Pass should also activate Virtual WiFi Egg and roaming service at the same time.
- 2.4 Roaming Data Pass has a validity period of 12 months using Virtual WiFi Egg at designated destinations. It is not necessary to use the Roaming Data Pass on consecutive days.
- 2.5 Any unused day(s) remaining in the Roaming Data Pass will automatically be forfeited upon expiry of the validity period.
- 2.6 If data usage exceeds the day limit of the Roaming Data Pass or at non-designated destination, the Customer will be charged the original day plan price according to the destination(s) of the Customer.
- 2.7 Roaming Data Pass cannot be used in conjunction with designated DataRoam services, 10 day Roaming Data Pass (covering the same destinations).
- 2.8 Roaming Data Pass cannot be used when the Customer is using the China Macau Data Pack / Greater Bay Area Easy Pack within the location of China and Macau.
- 2.9 (Applicable to Family Plan) Roaming Data Pass is only available to main SIM mobile number under designated Family Plan. All mobile numbers under the designated Family plan should also activate the Virtual WiFi Egg and Roaming service to enjoy the Roaming Data Pass upon subscription of the main SIM. If 2 mobile numbers under the designated Family plan use the Roaming Data Pass at the same time, this would be counted as 2 days usage of the Roaming Data Pass.
- 2.10 (If applicable) If the Customer purchased more than one Roaming Data Pass, the expiry date of the last purchased Roaming Data Pass shall apply to the expiry date for all the Roaming Data Passes.

2.11 (If applicable) If the Customer purchased more than one Roaming Data Pass for different group destinations, deduction on usage of roaming data shall follow the following deduction sequence:

1. China/Macau Data Pass;
2. Asia Pacific Data Pass;
3. Europe, USA and other destinations Data Pass.

### **3. Liquidated Damages**

3.1 The Customer shall pay the Company liquidated damages (which is HK\$36 x 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 not specified above; or
- b. if the Customer changes the mobile telephone number or the registered name for the mobile telephone number; or
- c. if the mobile telephone service is terminated or disconnected for whatever reason.
- d. 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. Privacy Policy**

The Company has implemented a Privacy Policy that covers how it collects, uses, discloses, transfers and stores customer information. Please visit [smartone.com/privacypolicyen](http://smartone.com/privacypolicyen) for full details of the Company's Privacy Policy.

5. The Company reserves the right to revise the terms and conditions of 12-day Virtual WiFi Egg Roaming Data Pass from time to time.