

Terms & Conditions T&C-I038
Contract Term for Data Sharing (Japan + Singapore + Taiwan) Service



1) Term:

- 1.1 The Customer shall use the Data Sharing (Japan + Singapore + Taiwan) Service for the period specified in the Sales and Services Agreement (“Term”). The Term shall start from the service effective date.
- 1.2 If the Customer does not have an existing contract of a service number at the time of subscription of Data Sharing (Japan + Singapore + Taiwan) Service, the Term for subscription of Data Sharing (Japan + Singapore + Taiwan) Service shall be 12 months from the service effective date.
- 1.3 If the Customer has an existing contract of a service number that has not yet expired, the Term shall start from the service effective date and expire on the same date as the expiry date of the existing contract. Customer can refer to the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) for details of the relevant contract expiry date.

2) Service Plan:

- 2.1 Data Sharing (Japan + Singapore + Taiwan) Service is only available to the Customer who has subscribed to a designated monthly service plan (“Specified Service Plan”).
- 2.2 On subscription of the Data Sharing (Japan + Singapore + Taiwan) Service, monthly data allowance and top-up data purchased under the “Specified Service Plan” can be shared in locations included in the “Specified Service Plan” and other designated overseas destinations:

Available for service plan user (Applicable to designated service plan)	Data Sharing Destinations Coverage
Customer who has subscribed to a designated “6GB or above data usage” monthly service plan	Japan, Singapore & Taiwan
Customer who has subscribed to a designated Family Service Plan (1 for Primary SIM Card and 2 for Secondary SIM Cards)	

- 2.3 The Customer shall use the following applicable service plan and services during the Term:
 - a) the Data Sharing (Japan + Singapore + Taiwan) Service 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).
- 2.4 Unless otherwise specified by the Customer, the Data Sharing (Japan + Singapore + Taiwan) Service will continue to be provided to the Customer after the expiry of the Term and such service will be charged at the same Monthly Service Plan that is chargeable to the Customer on the expiry date of the Term.
- 2.5 The Service is only available for customers who have subscribed to the Company’s designated monthly mobile service plan with a Hong Kong Identity Card. Applicants for this service must be the account holder of the company’s monthly mobile service plan.
- 2.6 Activation of “Upgraded” Roaming Data Day Plan:
 - 2.6.1 The Customer who subscribes Data Sharing (Japan + Singapore + Taiwan) Service should also activate Virtual WiFi Egg or “Upgraded” Roaming Data Day Plan at the same time.
 - 2.6.2 To use the DataRoam Service when travelling, the Customer should turn on data roaming via 'Settings' on his/her phone.
- 2.7 When the Customer is within the location of any of the overseas destinations which cover by the Data Sharing (Japan + Singapore + Taiwan) Service 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.

2.8 For details of “Upgraded” Roaming Data Day Plan, service fee, terms and conditions, please visit smartone.com/T&CI029E.

2.9 “Upgraded” Roaming Data Day Plan offer:

2.9.1 Customer can enjoy “Upgraded” Roaming Data Day Plan at 50% off on fixed daily rate (based on original price) upon the subscription of Data Sharing (Japan + Singapore + Taiwan) Service. 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.

2.10 Customer can enjoy free 30 minutes of 001 IDD Service or Connecting Tone Service:

2.10.1 Free 30 minutes of 001 IDD:

- a) Free 30 minutes of 001 IDD is only available during the Data Sharing (Japan + Singapore + Taiwan) Service period, and the IDD minutes only apply to voice calls made by 001 IDD in Hong Kong to the normal fixed and mobile numbers in China. But excludes voice calls made to the infoline numbers and satellite numbers.
- b) Customer must apply 001 IDD to enjoy the 30 free minutes of IDD.
- c) Unused free minute(s) cannot be carried forwarded and will be cancelled on bill date.
- d) Free 001 IDD minutes will be given on pro-rata basis from service activation date to 1st bill date, and free 30 minutes IDD will be given in the following bills.
- e) Under the SuperCare Family Plan, users of Secondary SIM Cards other than the user of Primary SIM Card are not eligible to enjoy the free offer.
- f) For details, please visit www.smartone.com/en/mobile_and_price_plans/roaming_idd/idd/001idd.jsp

2.10.2 Free Connecting Tone Service:

- a) Free Connecting Tone Service is only available during the Data Sharing (Japan + Singapore + Taiwan) Service period.
- b) Service includes 1 connecting tone change per month. For additional change, HK\$5 per tone change will apply.
- c) Browsing Connecting Tone content or sampling music tracks will incur data. It will be deducted from relevant subscribed service plans and charged at the applicable thereafter fee. Alternatively, it will be charged based on standard data charges.
- d) Customer with Connecting Tone and Connecting Tone Channel subscription are not eligible to enjoy the free offer.
- e) Under the SuperCare Family Plan, users of Secondary SIM Cards other than the user of Primary SIM Card are not eligible to enjoy the free offer.
- f) For details, please visit https://www.smartone.com/en/services_and_apps/fun_and_entertainment/connecting_tone/service.jsp

2.11 This plan cannot be used in conjunction with 10GB Add-on Local Data Plan, specified “DataRoam Service”, Multi-SIM Monthly Plan and TagOn SIM Plan.

2.12 Flexi Switch is not applicable for this Plan.

2.13 This plan is not applicable for 5G service plan.

2.14 (If applicable) For any Customer who subscribes FUP Unlimited Data Plan and Data Sharing (Japan + Singapore + Taiwan) 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 Data Sharing (Japan + Singapore + Taiwan) Service and if the Customer’s accumulated data usage exceeds monthly data allowance under the “Specified Service Plan”, the daily thereafter roaming data usage will be charged by “Upgraded” Roaming Data Day Plan subscribed by the Customer

2.15 (If applicable) Any free bonus local data offered to an existing contract of a service number under the service plan will be forfeited upon Data Sharing (Japan + Singapore + Taiwan) Service subscription. The forfeited data will not be refunded or replenished to the Customer.

- 2.16 (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 firstly be deducted with the use of “Upgraded” Roaming Data Day Plan.
- 2.17 (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 Data Sharing (Japan + Singapore + Taiwan) Service subscription. The forfeited free day entitlement will not be refunded or replenished to the Customer.
- 2.18 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.

3) Liquidated Damages:

- 3.1 For Customer who has subscribed to a designated “6GB or above data usage” monthly service plan and Data Sharing (Japan + Singapore + Taiwan) Service: The Customer shall pay the Company liquidated damages (HK\$1,000) upon the occurrence of any of the following events before the expiry of the Term
- a) if the Customer changes to a service plan that is not a Specified Service Plan; or
 - b) if the Customer terminates the Data Sharing (Japan + Singapore + Taiwan) Service; or
 - c) 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
 - d) if the Customer changes the mobile telephone number / the service number / the registered name for the mobile telephone number / the service number; or
 - e) if the service is terminated/disconnected for whatever reason ; or
 - 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.
- 3.2 For Customer who has subscribed designated Family Service Plan and Data Sharing (Japan + Singapore + Taiwan) Service: The Customer shall pay the Company liquidated damages (HK\$2,000) upon the occurrence of any of the following events before the expiry of the Term
- a) if the Customer changes to a service plan that is not a Specified Service Plan; or
 - b) if the Customer terminates Data Sharing (Japan + Singapore + Taiwan) Service; or
 - c) 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
 - d) if the Customer changes the mobile telephone number / the service number / the registered name for the mobile telephone number / the service number; or
 - e) if the service is terminated/disconnected for whatever reason; or
 - 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) Data Services for Service Plan (“the Data Services”):

- 4.1 The 4G Data Service is only available with compatible phones and SIM cards.

4.2 Data Usage designations coverage:

For the Customer who subscribes Data Sharing (Japan + Singapore + Taiwan) Service:

The data usage applies to the designations covering the selected Data Sharing (Japan + Singapore + Taiwan) Service coverage as described in Clause 2.2. For other destinations, the roaming data usage will be charged by “Upgraded” Roaming Data Day Plan at 50% off (based on original price) or Virtual WiFi Egg on fixed daily rate. When the Customer is travelling to destinations outside the “Upgraded” Roaming Data Day Plan’s or Virtual WiFi Egg’s coverage or logs on to non-selected roaming network(s), the Customer’s data roaming is automatically deactivated.

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

4.4 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.