

Terms & Conditions T&C-I041
Terms for Mainland & Macau Data Service

1) Service Contents:

- 1.1 The Customer shall use the designated monthly service plan with Mainland & Macau Data Service (“Mainland & Macau Data Service”) for the period specified in the Sales and Services Agreement (“Term”). The Term shall start from the Mainland & Macau Data Service’s effective date. The Term for Customer who uses the Mainland and Macau Data Service under the current monthly service plan without a fixed-term contract is 12 months.
- 1.2 On subscription of the Mainland & Macau Data Service, monthly data allowance of the Mainland & Macau Data Service under the “Specified Service Plan” can be shared in Mainland and Macau.
- 1.3 Unless otherwise specified by the Customer, the Mainland & Macau Data Service will continue to be provided to the Customer after expiry and such service will be charged at the same Monthly Service Plan that is chargeable to the Customer on the expiry date.
- 1.4 Activation of Data Roaming Day Pass or “Upgraded” Roaming Data Day Plan:
 - 1.4.1 The Customer who subscribe the Mainland and Macau Data Service should also activate Data Roaming Day Pass or “Upgraded” Roaming Data Day Plan at the same time.
 - 1.4.2 (Applicable to Family Plan) If Primary SIM Card customer subscribe the Mainland & Macau Data Service, all mobile numbers under the designated Family plan should also activate Data Roaming Day Pass or “Upgraded” Roaming Data Day Plan at the same time.
 - 1.4.3 To use the Mainland & Macau Data Service when travelling in Mainland and Macau, the Customer should turn on data roaming via 'Settings' on his/her phone.
- 1.5 (If applicable) Specific customer can enjoy extra Mainland and Macau data usage of the Mainland & Macau Data Service during contract period. Extra Mainland and Macau data usage of the Mainland & Macau Data Service can be shared in Mainland and Macau. Any balance of unused extra Mainland and Macau data usage cannot be carried forward and will be voided at the end of each month.
- 1.6 Any unused monthly entitlement of Mainland & Macau Data Service will be forfeited (excluding “SmarT Data Bank” Plan).
- 1.7 When the Customer is within the location of Mainland and Macau, and if the Customer’s accumulated Mainland Macau data usage exceeds Mainland & Macau Data Service monthly allowance, (If applicable) the extra monthly allowance, (If applicable) the data allowance carried forward,

(If applicable) any subsequent data roaming usage will be automatically charged at the rates specified in the SMS notification. When the Customer is within the location of Mainland and Macau, Data Roaming Day Pass, “Upgraded” Roaming Data Day Plan and Multi-Day Roaming Data Pack are not applicable.

OR

(If applicable) any subsequent data roaming usage will be charged automatically by Data Roaming Day Pass or “Upgraded” Roaming Data Day Plan subscribed by the customer.
- 1.8 (If applicable) When the Customer apply Greater Bay Area Easy Pack or Mainland Macau Data Pack Services Plan (“additional service plan”) at the same time, Data Roaming Day Pass and “Upgraded” Roaming Data Day Plan are not applicable if the Customer is within the location of Mainland and Macau ; the arrangement of thereafter Mainland Macau data usage and charges will same as the default data top-up option of additional service plan. When the Customer’s accumulated Mainland Macau data usage exceeds the Mainland & Macau Data Service monthly data allowance, (If applicable) extra monthly allowance, (If applicable) the data allowance carried forward, additional service plan monthly allowance and (If applicable) purchased top-up usage, Mainland Macau data service will be suspended temporarily. At that time the Customer will be notified by the top-up SMS of additional service plan, which also specified the top-up charges, he/ she may reply to the SMS to purchase a top-up of Mainland Macau data service.
- 1.9 When the Customer is within the location of any of the overseas destinations other than Mainland and Macau, the daily roaming data usage will be charged by Data Roaming Day Pass or “Upgraded” Roaming Data Day Plan subscribed by the customer.

- 1.10 For details of “Upgraded” Roaming Data Day Plan, service fee, terms and conditions, please visit smartone.com/T&CI029E. For details of Data Roaming Day Pass, service fee, terms and conditions, please visit smartone.com/T&CI025E .
- 1.11 (If applicable) Whenever the Mainland & Macau Data Service data usage of the Customer under the Specified Service Plan nearly reaches the specified data usage, the Company will notify the Customer by SMS. The Customer may reply by SMS to purchase a top-up of Mainland & Macau Data Service at the charge as specified in the SMS received. If the Customer does not reply to purchase the Top Up of Mainland & Macau Data Service, any subsequent data roaming usage will be automatically charged at the rates specified in the SMS notification. Any unused monthly data allowance and top-up data of Mainland & Macau Data Service will be forfeited at the end of billing month.
- 1.12 (If applicable) Mainland & Macau Data Service cannot be subscribed in conjunction with certain designated service plans. These include, but are not limited to designated DataRoam services, designated Roaming Data Plan, Greater Bay Area Easy Pack, China Macau Data Pack and RoamFlex Data Pass. Please note that the designated service plans that are incompatible with the "Mainland & Macau Data Service" may undergo periodic changes without prior notice.
- 1.13 (Applicable to Family Plan) Mainland & Macau Data Service is only available to Primary SIM Card to subscribe. All mobile numbers under the designated Family plan can enjoy the Mainland & Macau Data Service monthly allowance, (if applicable) the extra monthly allowance, (If applicable) the data allowance carried forward upon subscription of the Primary SIM Card.
- 1.14 (If applicable) Any remaining balance of unused roaming data allowance will be automatically forfeited upon cancellation or changes of this service plan.
- 1.15 Flexi Switch is not applicable for Mainland & Macau Data Service.

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 Mainland & Macau 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 Mainland & Macau 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 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.

3) Rebate (If applicable):

- 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 changes to a non-specified service plan in the Sales & 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 phone offer; 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.

4) Liquidated Damages:

4.1 The Customer shall pay the Company liquidated damages (which is equivalent to the sum of the original monthly fee of applicable 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 changes to a service plan that is not a Specified Service Plan; or
- b) if the Customer terminates the Mainland & Macau Data 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 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.