



Terms & Conditions T&C-I045
Roaming Data Plan

1) Term:

- 1.1 The Customer shall use the Roaming Data Plan 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 Roaming Data Plan, the Term for subscription of the Roaming Data Plan 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 On subscription of Roaming Data Plan (“This Plan”), monthly data allowance under Roaming Data Plan can be shared in designated overseas destinations:

Roaming Data Plan Types	Data Sharing Destinations Coverage
Roaming Data x2 Plan	China, Macau
Roaming Data x3 Plan	China, Macau, plus one of below destinations: (Taiwan / Japan / Singapore)
Roaming Data (Japan+ Singapore+ Taiwan) Plan	Japan, Singapore & Taiwan
Roaming Data x5 Plan	China, Macau, Taiwan, Japan & Singapore
Designated Plans with data sharing between Main SIM card and Add-on SIM card/ Secondary SIM Cards + Roaming Data x2 Plan	China, Macau
Designated Plans with data sharing between Main SIM card and Add-on SIM card/ Secondary SIM Cards + Roaming Data x3 Plan	China, Macau, plus one of below destinations: (Taiwan / Japan / Singapore)
Designated Plans with data sharing between Main SIM card and Add-on SIM card/ Secondary SIM Cards + Roaming Data (Japan+ Singapore+ Taiwan) Plan	Japan, Singapore & Taiwan
Designated Plans with data sharing between Main SIM card and Add-on SIM card/ Secondary SIM Cards + Roaming Data x5 Plan	China, Macau, Taiwan, Japan & Singapore

- 2.2 The Customer shall use the following applicable service plan and services during the Term:
 - a) the Roaming Data Plan 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).
- 2.3 This Plan is charged on a monthly basis. The monthly charges are non-refundable under whatever circumstances.
- 2.4 Unless otherwise specified by the Customer, the Roaming Data Plan 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 For Roaming Data x3 Plan, the additional destination selected by the Customer cannot be changed during Term.
- 2.6 Activation of Virtual WiFi Egg or “Upgraded” Roaming Data Day Plan:
 - 2.6.1 The Customer who subscribes Roaming Data Plan should also activate Virtual WiFi Egg or “Upgraded” Roaming Data Day Plan at the same time.

- 2.6.2 (Applicable to Plan with data sharing between Main SIM card and Add-on SIM card/ Secondary SIM Cards) If the Customer of the Primary SIM Card subscribes the Roaming Data Plan, all mobile numbers under the designated plan should also activate Virtual WiFi Egg or “Upgraded” Roaming Data Day Plan at the same time.
- 2.6.3 To use the Roaming Data Plan 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 selected Roaming Data Plan and if the Customer’s accumulated data usage exceeds monthly data allowance under Roaming Data 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 When the Customer is within the location of any of the overseas destinations other than designated destinations, the daily roaming data usage will be charged with the day plan price of Virtual WiFi Egg or “Upgraded” Roaming Data Day Plan subscribed by the customer and according to the destination(s).
- 2.9 The remaining monthly data usage of Roaming Data Plan of the Roaming Data Plan cannot be accumulated.
- 2.10 “Upgraded” Roaming Data Day Plan offer:
- 2.10.1 Customer can enjoy “Upgraded” Roaming Data Day Plan at 50% off on fixed daily rate (based on original price) upon the subscription of Roaming Data x3/ Japan+ Singapore+ Taiwan/ x5 Plan. 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 .
- 2.11 For details of Virtual WiFi Egg, service fee, terms and conditions, please visit smartone.com/T&CI025E
- 2.12 On subscription of the Roaming Data Plan, monthly local voice minutes allowance and additional local voice minutes purchased under the specified local service plan can be shared in Hong Kong and Macau for receiving calls from anywhere and local outgoing calls in the same designation.
- 2.13 Free service
- The customer will be entitled free 30 minutes of 001 IDD or free Connecting Tone Service within contract period at the time of contract effective date of Roaming Data Plan.
- 2.13.1 Free 30 minutes of 001 IDD:
- The free 30 minutes of 001 IDD 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.
 - Customer must apply 001 IDD to enjoy the 30 free minutes of IDD.
 - Unused free minute(s) cannot be carried forwarded and will be cancelled on bill date.
 - 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.
 - (Applicable to Plan with data sharing between Main SIM card and Add-on SIM card/ Secondary SIM Cards) Other than the Primary Sim Card user, Add-on SIM card/ Secondary SIM Cards are not eligible to enjoy the free offer.
 - For details of 001 IDD, please visit smartone.com/001IDDVoe
- 2.13.2 Free Connecting Tone Service:
- Service includes 1 connecting tone change per month. For additional change, HK\$5 per tone change will apply.
 - 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.
 - Customer with Connecting Tone and Connecting Tone Channel subscription are not eligible to enjoy the free offer.
 - (Applicable to Plan with data sharing between Main SIM card and Add-on SIM card/ Secondary SIM Cards) Other than the Primary Sim Card user, Add-on SIM card/ Secondary SIM Cards are not eligible to enjoy the free offer.
 - For details of Connecting Tone Service, please visit smartone.com/ConToneSvre

- 2.14 Flexi Switch is not applicable for this Plan.
- 2.15 Roaming Data x2/ x3/ x5 Plan cannot be subscribed in conjunction with China Macau Data Pack, Greater Bay Area Easy Pack or Mainland China and Macau Data Service (the thereafter usage and charges on 'Advise and Consent' basis).
- 2.16 Roaming Data Plan cannot be subscribed in conjunction with DataRoam Service, ExtraCare Bay Area Plan/ SuperCare Bay Area/ Asia/ Worldwide Plan.
- 2.17 (Applicable to Plan with data sharing between Main SIM card and Add-on SIM card/ Secondary SIM Cards) Roaming Data Plan is only available to Primary SIM Card. All mobile numbers under the designated plan can enjoy the roaming data allowance within the Term under Roaming Data Plan upon subscription of the Primary SIM Card.
- 2.18 (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 Roaming Data Plan subscription. The forfeited free day entitlement will not be refunded or replenished to the Customer.
- 2.19 (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 be forfeited when the Customer switches to Virtual WiFi Egg upon Roaming Data Plan subscription. The forfeited free day entitlement will not be refunded or replenished to the Customer.
- 2.20 (If applicable) If the Customer subscribed more than one roaming data service, deduction on usage of roaming data shall follow the following deduction sequence:
1. Roaming Data Plan data allowance;
 2. Mainland China and Macau Data Pack data allowance;
 3. RoamFlex Data Pass roaming data allowance;
 4. Roaming Data Pass (by daily);
 5. Data Roaming Dollars.

3) Liquidated Damages:

- 3.1 For Customer who has subscribed Roaming Data x2 Plan:
The Customer shall pay the Company liquidated damages (HK\$300) 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 Roaming Data x2 Plan; 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 Roaming Data x3/ Japan+ Singapore+ Taiwan/ x5 Plan:
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 Roaming Data x3/ Japan+ Singapore+ Taiwan/ x5 Plan; 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.

3.3 For Customer who has subscribed designated Plans with data sharing between Main SIM card and Add-on SIM card/ Secondary SIM Cards + Roaming Data x2 Plan:

The Customer shall pay the Company liquidated damages (HK\$600) 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 Roaming Data x2 Plan; 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.

3.4 For Customer who has subscribed designated Plans with data sharing between Main SIM card and Add-on SIM card/ Secondary SIM Cards + Roaming Data x3/ Japan+ Singapore+ Taiwan/ x5 Plan:

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 Roaming Data x3/ Japan+ Singapore+ Taiwan/ x5 Plan; 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:

4.2.1 For the Customer who subscribes Roaming Data x2 Plan:

The data usage applies to the designations covering the selected Roaming Data x2 Plan coverage as described in Clause 2.1. For other destinations, the roaming data usage will be charged by Virtual WiFi Egg or “Upgraded” Roaming Data Day Plan subscribed by the Customer. When the Customer is travelling to destinations outside the Virtual WiFi Egg or the “Upgraded” Roaming Data Day Plan’s coverage or logs on to non-selected roaming network(s), the Customer’s data roaming is automatically deactivated.

4.2.2 For the Customer who subscribes Roaming Data x3/ Japan+ Singapore+ Taiwan/ x5 Plan:

The data usage applies to the designations covering the selected Roaming Data x3/ Japan+ Singapore+ Taiwan/ x5 Plan coverage as described in Clause 2.1. 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.