

Terms & Conditions T&C-I046

Contract Term for Mainland China & Macau Data Pack

1) Service Plan:

- 1.1 On subscription of the Mainland China & Macau Data Pack (“this service plan”), monthly data allowance under this service plan can be shared in mainland China and Macau.
- 1.2 The Customer shall use the following applicable service plan and services during the Term:
 - a) the Mainland China & Macau Data Pack 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).
- 1.3 Unless otherwise specified by the Customer, the Mainland China & Macau Data Pack 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.
- 1.4 The Service plan 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 plan must be the account holder of the company’s monthly mobile service plan.
- 1.5 Each Hong Kong Identity Card holder can only subscribe to a maximum number of 3 Mainland China & Macau Data Pack. If a Customer registers more than the limit, SmarTone reserves the right to terminate the oversubscribed plan(s).
- 1.6 “Easy Number” Service
 - a) The customer will be entitled Free “Easy Number” Service within contract period at the time of contract effective date of Mainland China & Macau Data Pack.
 - b) (If applicable) Free “Easy Number” Service only applicable to Primary SIM Card.
 - c) If the Customer terminates the Service for any reason, the China mobile number used by the Customer will be automatically terminated at the same time.
 - d) For details of “Easy Number” Service” and China Mobile Number Application Form, please visit https://www.smartone.com/other/english/tc_V126_e.pdf
- 1.7 Activation of Data Roaming Day Pass or “Upgraded” Roaming Data Day Plan:
 - 1.7.1 The Customer who subscribes Mainland China & Macau Data Pack should also activate Data Roaming Day Pass or “Upgraded” Roaming Data Day Plan at the same time.
 - 1.7.2 (If applicable) If Primary SIM Card customer subscribe the Mainland China & Macau Data Pack, all mobile numbers under the designated plan should also activate Data Roaming Day Pass or “Upgraded” Roaming Data Day Plan at the same time.
 - 1.7.3 To use the Mainland China & Macau Data Pack when travelling in mainland China and Macau, the Customer should turn on data roaming via 'Settings' on his/her phone.
- 1.8 When the Customer is within the location of mainland China and Macau, and if the Customer’s accumulated China Macau data usage exceeds Mainland China & Macau Data Pack monthly allowance and (If applicable) the data allowance carried forward, the China Macau data service will be charged automatically by Data Roaming Day Pass or “Upgraded” Roaming Data Day Plan subscribed by the customer.
- 1.9 When the Customer apply Mainland China & Macau Easy Pack or China 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 China and Macau; the arrangement of thereafter China Macau data usage and charges will same as the default data top-up option of additional service plan. When the Customer’s accumulated China Macau data usage exceeds the Mainland China & Macau Data pack data allowance, (If applicable) the data allowance carried forward, additional service plan monthly allowance and (If applicable) purchased top-up usage under additional service plan, China 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 China Macau data service.

- 1.10 When the Customer is within the location of any of the overseas destinations other than mainland China 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.
- 1.11 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 .
- 1.12 Any unused monthly entitlement of Mainland China & Macau Data Pack will be forfeited (excluding "SmarT Data Bank" Plan).
- 1.13 Mainland China & Macau Data Pack cannot be subscribed in conjunction with designated DataRoam services or designated Roaming Data Plan.
- 1.14 Mainland China & Macau Data Pack cannot be subscribed separately in conjunction with "Easy number" Service (excluding the secondary SIM Cards/ Add-on SIM cards).
- 1.15 (If applicable) Mainland China & Macau Data Pack is only available to Primary SIM Card. All mobile numbers under the designated plan can enjoy the monthly roaming data allowance and (If applicable) the data allowance carried forward upon subscription of the Primary SIM Card.
- 1.16 (If applicable) Any remaining balance of unused roaming data allowance will be automatically forfeited upon cancellation or changes of this service plan.
- 1.17 Flexi Switch is not applicable for this Plan.
- 1.18 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.

2) Rebate (If applicable):

- 2.1 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).
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 The Credit Amount cannot be exchanged for cash.
- 2.6 The Company shall not be under any obligation to pay any interest to the Customer on the Credit Amount.
- 2.7 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.

3) Data Services for Service Plan (“the Data Services”):

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

3.2 Mainland China & Macau Data Pack 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 Mainland China & Macau Data Pack is subject to the coverage or network conditions of the roaming network(s).

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

3.4 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

4. General Conditions

4.1 The Service plan is subject to the General Conditions of Service of SmarTone Communications Limited, which will be revised from time to time without prior notice. The General Conditions are published at <http://www.smartone.com>.