

Terms & Conditions T&C-T334
Contract Term For ExtraCare Bay Area Plan



1) Term:

- 1.1 The Customer shall use the ExtraCare Bay Area Plan service (“This Service Plan”) for the period specified in the Sales and Services Agreement (“Term”). The Term shall start from the service effective date.
- 1.2 Before contract expires, the Company’s retention team will contact The Customer for the latest re-contract offer. Should the Customer decline offer, and upon expiry of existing contract, the Customer will automatically be switched to a then prevailing comparable plan on non-contract basis that is specified from time to time.

2) Service Plan:

- 2.1 The Customer shall use the following applicable Service Plan and services during the Term:
 - a) the Service Plan (“Specified Service 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) (if applicable).

2.2 Applicable to the Service Plan with specified data usage

- 2.2.1 On subscription of ExtraCare Bay Area Plan service, the monthly Local Specified Data Entitlement can be shared in Hong Kong and designated overseas destinations:

Service Plan	Data Sharing Destinations Coverage
ExtraCare Bay Area Plan	Hong Kong, China, Macau

- 2.2.2 This Service Plan is only available in designated destinations with selected roaming network(s) designated by the Company. Such networks and destinations specified by the Company are subject to change from time to time without prior notice. The actual experience of the data roaming service is subject to the coverage or network conditions of the roaming network(s).

2.3 Activation of Virtual WiFi Egg or “Upgraded” Roaming Data Day Plan:

- 2.3.1 The Customer who subscribes ExtraCare Bay Area Plan should also activate Virtual WiFi Egg or “Upgraded” Roaming Data Day Plan at the same time.
- 2.3.2 To use the data roaming service when travelling, the Customer should turn on data roaming via 'Settings' on his/her phone.

- 2.4 When the Customer is within the location of any of the overseas destinations which cover by This Service Plan and if the Customer’s accumulated data usage exceeds monthly Local Specified Data Entitlement under This 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.

- 2.5 When the Customer is travelling to destinations outside This Service Plan coverage, the daily roaming data usage will be charged by Virtual WiFi Egg or “Upgraded” Roaming Data Day Plan subscribed by the customer.

- 2.6 For details of Virtual WiFi Egg, service fee, terms and conditions, please visit smartone.com/T&CI025E .

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

- 2.8 On subscription of This Service Plan, monthly local voice minutes allowance and additional local voice minutes purchased under This Service Plan can be shared in Hong Kong and Macau for receiving calls from anywhere and local outgoing calls in the same designation.

- 2.9 This plan cannot be used in conjunction with any Add-on Local Data Plan, Multi-SIM Monthly Plan, TagOn SIM Plan, 10GB Addon Local Data Plan, China Macau Data Pack Services Plan, Greater Bay Area Easy Pack, Mainland China and Macau Data Service, DataRoam Service and Flexi Switch.

- 2.10(If applicable) When the Customer switches to “Upgraded” Roaming Data Day Plan upon subscription of this Service Plan, any free day entitlement of Virtual WiFi Egg under an existing service number plan will be forfeited. The forfeited free day entitlement will not be refunded in cash or given back to the Customer.



- 2.11 (If applicable) When the Customer switches to Virtual WiFi Egg upon subscription of this Service Plan, any free day entitlement of "Upgraded" Roaming Data Day Plan under an existing service number plan will be forfeited. The forfeited free day entitlement will not be refunded or given back to the Customer.
- 2.12 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.
- 2.13 This Service Plan is not applicable to 2G phones / connected devices or any phones / connected devices which have manually opted for 2G network. However, if customers opt for FUP unlimited data, in addition to the above conditions, the plan will also not applicable to other connected devices (including but not limited to USB modem / pocket wi-fi / TV box).

3) Rebate:

- 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 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 with monthly fee equal to or below the Service Plan amount specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and 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 changes the mobile telephone number / the registered name for the mobile telephone number; or
 - d) if the mobile telephone service is terminated/disconnected for whatever reason; 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.



5) Data Services for This Service Plan (“the Data Services”):

- 5.1 The monthly Local Specified Data Entitlement of this plan is at up to 21Mbps.
- 5.2 When monthly local data usage reaches the monthly Local Specified Data Entitlement, local data service continues but data speed will be at up to 128kbps (not applicable on using roaming data in overseas destinations).
- 5.3 Data Usage designations coverage:
 - 5.3.1 For the Customer who subscribe ExtraCare Bay Area Plan:

The data usage applies to the designations covering the selected ExtraCare Bay Area Plan Plan coverage as described in Clause 2.2.1. 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.
- 5.4 Users of Blackberry 7 OS and earlier version need to subscribe to the specified Blackberry service plan for the data usage.
- 5.5 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.