

## **Roaming Data Pack for Specified Mobile Monthly Plan Subscribers (T&C – I011)**

The following terms and conditions are supplemental to the Sales and Services Agreement and the Company's Terms and Conditions for Mobile Telephone Service (Please refer to T&C01 published at smartone.com).

1. Roaming Data Pack is applicable to customers who settle the payment with auto-payment.
2. Upon successful registration of the service, charges for Roaming Data Day Plan will commence on the first data usage while the Customer is roaming. Charge is levied daily on a per roaming destination basis. A day is defined as 00:00 to 23:59 local time of the visited destination. For destinations with multi time zones, it will be according to the time of the capital at the visited destination or specific destination. Please visit our website for details.
3. Roaming Data Pack is available for all applications and roaming data usage.
4. Roaming service is only available in designated destinations with specific network(s) designated by the Company. Such networks specified by the Company are subject to change from time to time without prior notice.
5. The customer is required to register for the Roaming Data Pack through one of SmarTone's retail stores, ST apps or by contacting the Company's 24-hour hotline 2880 2688 .Upon the successful subscription of the service, Roaming Data Pack daily charge commences on the first data usage while customer is roaming. The Customer may opt-out of the Roaming Data Pack any time at the Company's retail stores or through the Company's 24-hour hotline 2880 2688. Once the Customer has opt-out of the Roaming Data Pack, all data consumption will be charged at the standard roaming data tariff.
6. When travelling to destinations outside the plan's coverage, the Customer's data roaming is automatically deactivated to prevent accidental use and charge. The Customer can still make calls and send SMS. If the Customer would like to use data roaming, please call the Company's hotline +852 2880 2688 to confirm activation, standard roaming charges apply after the Customer's confirmation.
7. The charge is on a per day basis starting from local time 00:00 and ending on local time time 23:59; unused data of the day can be carried forward to the next Roaming Data Pack usage day. All accumulated data will be retained until the end of the bill month.

8. Whilst the Customer is roaming in a destination designated by the Company, the Customer may under certain circumstances (e.g. cellular coverage spill over from neighboring destination due to geographic proximity of destinations) roam onto a different destination's network (the "Second Destination Network"). (Exception in the case for roaming in Macau or China where Macau and China shall be treated as two different destinations under this Clause 8). In the event that the Second Destination Network is included within those networks specified by the Company for Roaming Data Pack, the Company will also charge the Customer for roaming on the Second Destination Network according to the Roaming Data Pack.

9. Roaming Data Pack is only applicable for use on devices specified by the Company from time to time.

10. The Customer must use the data services under the Roaming Data Pack ("Data Services") with settings (including but not limited to the APN setting) and devices specified by the Company. 4G is only available with compatible devices and SIM cards on 4G roaming networks. The 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's use of the Data Services at the Company's prevailing rate for such data usage.

#### 11. Privacy Policy

11.1 The privacy of the Customer is important to the Company. The Company has developed a Privacy Policy that covers how it collects, uses, discloses, transfers and stores the Customer's information. Please visit [smartone.com/privacypolicyen](http://smartone.com/privacypolicyen) for full details of the Company's Privacy Policy.

11.2 The Company will do its best to keep the Customer's privacy safe, but the Customer is advised to protect his own personal information carefully.