

Terms & Conditions for Instant Messaging Roaming Day Plan (T&C – I024)

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. The Customer is required to register for the Instant Messaging Roaming Day Plan ("the Plan") through one of SmarTone's retail stores, ST apps or by contacting the Company's 24-hour hotline 2880 2688.
2. The Plan is only applicable in designated destinations with selected roaming network(s) using WhatsApp, WeChat and LINE to (i) send and receive messages, photos, videos and audio clips; and (ii) make and receive voice calls and video calls. It is not applicable for and it is default barred from the use of other services using roaming data, including but not limited to "Location Share" and "Back up chats". Daily charge of the Plan is HK\$48, and will commence on the first WhatsApp, WeChat or LINE 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. The Plan is only applicable to voice calls and video calls by VoIP function of WhatsApp, WeChat and LINE; it is not applicable to normal voice calls and video calls.
4. If Customers need roaming data outside the Plan for other uses, they can enable data through the control panel of the Plan icon in ST apps. Roaming data outside the Plan is charged at HK\$5/MB, and with daily cap per destination at HK\$208. Daily charge of the Plan (HK\$48) will commence on the first roaming data usage even there is no WhatsApp, WeChat or LINE usage. The maximum charge for the roaming data usage will be capped at HK\$256/day (i.e. HK\$48+HK\$208). Charge is levied daily on a per roaming destination basis, and is rounded up to full charge units for computation purposes. Each full charge unit is based on a per MB charge. A day is defined as 00:00 to 23:59 local time of the visited destination.
5. The Customer cannot register the Plan or Roaming Data Day Plan at the same time.
6. The Plan 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 Plan is subject to the coverage or network conditions of the roaming network(s) and the application developer(s).

7. When travelling to destinations outside the Plan's coverage, the Customer's data roaming is automatically deactivated. However, the Customer can still make calls and send SMS. If the Customer would like to use standard data roaming, please call the Company's 24-hour hotline 28802688 to activate standard data roaming and agree to the related charges applied after the Customer's confirmation.
8. Whilst the Customer is roaming in a destination designated by the Company, the Customer may under certain circumstances (for example, cellular coverage spill over from neighbouring destination due to geographic proximity of the destinations) roam onto a different destination's network (the "Second Destination Network"). In the event that the Second Destination Network is included within those networks specified by the Company for the Plan, the Company will also charge the Customer for roaming on the Second Destination Network according to the Plan.
9. The Customer must use the Plan with settings (including but not limited to the APN setting) and devices specified by the Company. The use of 4G is only available with compatible devices and SIM cards on 4G roaming networks. The Customer can check with the Company's front-line staff for the latest information on settings and devices. If the Customer does not follow this specification in the use of the Plan, the Company has the right to forthwith suspend/terminate the Plan without notice and charge the Customer's use of the roaming data at the Company's standard roaming rate for such data usage.
10. The Plan and other data usage outside the Plan are not applicable for usage on peer-to-peer applications (P2P), FTP file sharing and webcam applications. If usage is incurred from or by P2P including applications such as (but not limited to) BitTorrent, eDonKey, FlashGet, Foxy, WinMX, PPLive and PPStream; FTP file sharing; or webcam applications or if there is any abusive or abnormal usage; the Company has the right to forthwith suspend/terminate the Plan without notice and charge the Customer at the Company's standard roaming rate. All commercial or illegal promotion activities via the use of the Plan shall be prohibited.
11. If local data of a customer's service plan excludes tethering, the customer cannot use tethering when using the Plan.
12. Privacy Policy
The Company has implemented a Privacy Policy that covers how it collects, uses, discloses, transfers and stores customer information. Please visit smartone.com/privacypolicyen for full details of the Company's Privacy Policy.