

Terms & Conditions T&C 10 Roaming Data Day Plan

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&C 01-05 and T&C 03 published at smartone.com).

- 1. Roaming Data Day Plan is applicable to postpaid customer (exclude 1 Card 2 Numbers customer).
- 2. Roaming Data Day Plan charge commences on the first data usage while roaming upon the successful subscription of the service. Charge is levied on a per day and per roaming destination basis (Day Plan). A day is defined as Macau Time 00:00-23:59.
- 3. Roaming Data Day Plan is available for all applications and roaming data usage.
- 4. Roaming Data Day Plan is only available in designated roaming destinations and operators which specified by the Company. Such roaming destinations or operators specified by the Company are subject to change from time to time without prior notice.
- 5. The customer is required to subscribe the Roaming Data Day Plan by pressing *102# or through ST apps. Upon the successful subscription of the service, Roaming Data Day Plan daily charge commences on the first data usage while customer is roaming. The customer may deactivate the Roaming Data Day Plan any time through the Company's 24-hour hotline +853 1628 (standard roaming charges apply). Once the customer has deactivated of the Roaming Data Day Plan, all data usage will be charged at the standard roaming data charges.
- 6. After confirmation of the Roaming Data Day Plan service, the customer's roaming data is automatically deactivated to prevent accidental use and charge when roaming in operators outside Roaming Data Day Plan coverage or when travelling to destinations outside the plan's coverage. The customer can still make calls and send SMS. If the customer would like to use roaming data service, please call the Company's 24-hour hotline +853 1628 (standard roaming charges apply) to confirm activation, standard roaming data charges apply after the customer's confirmation.
- 7. For the customer who has suspended the roaming data service, the customer may activate the roaming data service first by pressing #109*99#. Then, press *102# to subscribe the Roaming Data Day Plan.
- 8. Whilst the customer is roaming in a designated destination which specified 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 China or Hong Kong where China and Hong Kong 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 Day Plan, the Company will also charge the customer for roaming on the Second Destination Network according to the Roaming Data Day Plan.
- 9. Roaming Data Day Plan 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 Day Plan ("Data Services") with settings (including but not limited to the APN setting) and devices specified by the Company. 3G is only available with compatible devices and SIM cards on 3G 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.