

## **Terms & Conditions T&C-I046B**

### **Contract Term for Greater Bay Area Data Pack**

#### **1) Service Plan:**

- 1.1 On subscription of the Greater Bay Area Data Pack (“this service plan”), monthly data allowance under this service plan can be shared in China and Macau.
- 1.2 The Customer shall use the following applicable service plan and services during the Term:
- a) the Greater Bay Area 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 Greater Bay Area 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 Activation of Virtual WiFi Egg or Data Roaming Day Plan:
- 1.4.1 The Customer who subscribe Greater Bay Area Data Pack should also activate Virtual WiFi Egg or Data Roaming Day Plan at the same time.
  - 1.4.2 (If applicable) If Primary SIM Card customer subscribe the Greater Bay Area Data Pack, all mobile numbers under the designated plan should also activate Virtual WiFi Egg or Data Roaming Day Plan at the same time.
  - 1.4.3 To use the Greater Bay Area Data Pack when travelling in China and Macau, the Customer should turn on data roaming via 'Settings' on his/her phone.
- 1.5 When the Customer is within the location of China and Macau, and if the Customer’s accumulated China Macau data usage exceeds Greater Bay Area Data Pack monthly allowance and (If applicable) the data allowance carried forward, the China Macau data service will be charged automatically by Virtual WiFi Egg or Data Roaming Day Plan subscribed by the customer.
- 1.6 When the Customer apply Greater Bay Area Easy Pack or China Macau Data Pack Services Plan (“additional service plan”) at the same time, Virtual WiFi Egg and Data Roaming Day Plan are not applicable if the Customer is within the location of 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 Greater Bay Area 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.
- 1.7 When the Customer is within the location of any of the overseas destinations other than China and Macau, the daily roaming data usage will be charged by Virtual WiFi Egg or Data Roaming Day Plan subscribed by the customer.
- 1.8 For details of Data Roaming Day Plan & Virtual WiFi Egg, service fee, terms and conditions, please visit [smartone.com](http://smartone.com)
- 1.9 Any unused monthly entitlement of Greater Bay Area Data Pack will be forfeited (excluding “SmarT Data Bank” Plan)..
- 1.10 Greater Bay Area Data Pack cannot be subscribed in conjunction with designated DataRoam services or designated Roaming Data Plan.
- 1.11 Greater Bay Area Data Pack cannot be subscribed separately in conjunction with “Easy number” Service

(excluding the secondary SIM Cards/ Add-on SIM cards).

1.12 (If applicable) Greater Bay Area 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.

1.13 (if applicable) Flexi Switch is not applicable for this Plan.

1.14 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 Greater Bay Area 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 Greater Bay Area 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



## **Terms & Conditions T&C-ICT009r (Contract Term for SmarTone ST Protect Service)**

### **1) Your Acceptance**

1.1 This is an agreement between SmarTone Mobile Communications Limited ("SmarTone" or "the Company") and you ("You" or "the Customer") for use of ST Protect ("the Service"). BY USING THE SERVICE, THE CUSTOMER ACKNOWLEDGES AND AGREES TO THESE TERMS AND CONDITIONS. If the Customer does not agree to any of these terms and conditions, the Customer may not use the Service.

### **2) ST Protect Service ("Service")**

2.1 The Service is only available to customers who have subscribed to the Company's mobile monthly service plan (except PayGo customers).

#### 2.2 Service Plan

2.2.1 The Customer shall use the Service for the period specified in the Sales and Services Agreement ("Term"). The Term shall start from the service effective date.

2.2.2 The Service Plan is charged on a monthly basis. The service charges are not refundable under any circumstances. Fees relating to the Service will be reflected in the monthly bill.

2.2.3 Unless otherwise specified by the Customer, the Service will continue to be provided to the Customer after the expiry of the Term and such service will be charged at the then prevailing comparable standard plan on non-contract basis that is specified from time to time.

2.2.4 The Customer shall pay the Company liquidated damages specified in Clause 2.3.2 upon the occurrence of any of the following events before the expiry of the Term:

a) if the Customer changes to another service not specified above; or

b) if the Customer terminates the Service; or

c) if the Customer changes the mobile telephone number or the registered name for the mobile telephone number; or

d) 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.

2.2.5 In addition to service fees, download and use of the Service will incur a data charge. Local data will be charged to, or deducted from, the Customer's subscribed price plan, whichever is applicable. Standard roaming data charges will apply while using the Service abroad. If the Customer has applied for a Roaming Data Pack, data will be deducted from the plan. Please visit [smartone.com](http://smartone.com) for details.

2.2.6 Each service plan for subscription of the Service is limited to 1 device only.

2.3 You agree not to violate, reverse-engineer, duplicate, transfer, copy, distribute or otherwise tamper with any part of the Service for any reason, or assist another person in doing so.

2.4 Usage rules established by the Company relating to the Service may be controlled and modified by the Company for compliance purposes and the Company reserves the right to enforce such usage rules without notice to the Customer.

2.5 The Service can only be used on Smartphones specified by the Company.

2.6 The Company cannot guarantee that:

a) The Service will meet the customers' requirements;

b) The Service will be uninterrupted, timely, secure or error-free;

c) The results that may be obtained from the use of the Service will be accurate or reliable; or

d) The quality of any services, information or other material obtained by the customer through the Service will meet his/her expectation.

- 2.7 The Company assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings, or for any damage to customers devices or loss of data that results from using the Service, including but not limited to, the download of any materials, data or information. Customers expressly relieve SmarTone from any and all liabilities arising from the access or use of any part of the Service.
- 2.8 All contents under the Service are provided by Zimperium Inc, and the Company is not responsible or liable for their quality, nature, accuracy and usefulness of the contents.
- 2.9 The content and categories of content available in the Service and the charges of the Service are subject to change at any time without prior notice.
- 2.10 The Company may (i) deactivate or suspend the Service or any part thereof, with or without notice to you, to carry out system, maintenance, upgrading, testing and/or repairs; (ii) limit or suspend your access to any of the Service with or without notice to you if the Company is of the opinion that such action is appropriate as a result of your use of the Service; (iii) take or omit to take any steps, with or without notice to you, if for any reason the Company deems it relevant to the management or the operation of the Service and the Company's business, that may expand, reduce, modify, suspend, limit, make inaccessible or adversely affect the Service or any part thereof.
- 2.11 The Company may, upon discovery of suspected fraudulent, deceptive, unlawful or improper use of the Service by users, suspend users' access to any or all of the Service temporarily or permanently.
- 2.12 Users agree to be bound by the End Users License Agreement of using the Service, which can be found at [https://www.zimperium.com/files/Terms\\_of\\_Use.pdf](https://www.zimperium.com/files/Terms_of_Use.pdf).
- 3) Intellectual Property Rights**
- 3.1 The design of the Service along with any service features ("Applications") and the trademarks, service marks and logos contained therein ("Marks") are owned by the Company and are protected by applicable intellectual property laws including but not limited to copyright. Except to the extent permitted by law, the Customer shall not use such Applications and/or Marks in any way whatsoever except for use of the Service. The Customer shall not modify, rent, lease, loan, sell, distribute or create derivative works based on the Applications in any manner.
- 4) Privacy Policy**
- 4.1 The Customer's privacy 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.
- 4.2 The Company will do its best to keep the Customer's privacy safe, but the Customer is advised to protect his/her own personal information carefully.
- 5) Applicable Laws**
- 5.1 The Customer shall comply with the laws of Hong Kong Special Administrative Region that apply to your use of the Service.
- 5.2 The Customer expressly agrees to the exclusive jurisdiction of the courts of Hong Kong Special Administrative Region for any claim or dispute with the Company relating in any way to the use of the Service.
- 6) Limitation of Liability**
- 6.1 The Company shall under no circumstances be liable whether in contract, tort, statute or otherwise (including but not limited to negligence, breach of contract and defamation) for any special, direct, indirect or consequential loss or damage (including but not limited to loss of revenue, loss of data or goodwill) which is suffered, sustained or incurred by the Customer, or any person (directly or indirectly) arising from or relating to the Service.
- 7) Advertisement**
- 7.1 The Customer acknowledges and agrees that the Service includes advertisements.
- 7.2 The Company is not a party to, and is not otherwise involved in any manner, in any correspondence or business dealings with, or participation in promotion of, advertisers found on or through the Service, including payment and delivery of goods or services and any other terms, conditions, warranties or representations associated with such dealings which are solely between the Customer and such advertiser. The Customer agrees that the Company shall not be responsible or liable for any loss or damage whatsoever incurred as a result of any such dealings or as the result of the presence of such advertisers in the Service.

- 7.3 The Company does not represent or endorse the accuracy or reliability of any information, advertisements or contents contained on, distributed through, or linked, downloaded or accessed from the Service. The Company cannot and does not guarantee the quality or reliability of any products or information purchased or obtained by the Customer as a result of an advertisement or any other information displayed in the Service. By using the Service, the Customer expressly acknowledges and agrees that the Company shall not be responsible for any damages, claims or other liability arising from or related to such advertisements or information displayed in the Service.
- 7.4 The Company may provide advertisers with reports on how their advertisements performed on the Service, but the Company only provides the data to them after the Company has removed the Customer's name or any other personally identifying information from it, or has combined it with other people's data in a way that it is no longer associated with the Customer.
- 8) The Company reserves the right to revise the terms and conditions of the Service at any time, without prior notice.
- 9) If any dispute arises, the Company's decision shall be final.

**Terms & Conditions T&C-V060\_r1  
(Terms & Conditions for Call Guard Service)**

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 published at [www.smartone.com](http://www.smartone.com)).

**1) Term**

1.1 The term is specified in the Sales and Services Agreement and start from the service effective date.

**2) Service Plan**

2.1 The Customer shall use the following Service Plan as specified in the Sales and Services Agreement:

2.2 In addition to service fees, downloading the app, reporting a junk call or changing your blocking preferences will incur data charge. Local data will be charged at or deducted from the customer's subscribed price plan, whichever is applicable. Standard roaming data charges will apply while using this service abroad. If the customer has applied for a Roaming Data Pack, data will be deducted from the plan. Please contact your Account Manager or visit [smartone.com](http://smartone.com) for details.

**3) Rebate (if applicable)**

3.1 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 Customer's 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 Customer's Account.

3.2 The Credit Amount cannot be exchanged for cash.

3.3 The Company shall not be under any obligation to pay any interest to the Customer on the Credit Amount.

- 3.4 The Customer will not be entitled to the Credit Amount or any balance thereof and shall pay the Company liquidated damages specified in sales agreement upon the occurrence of any of the following events before the expiry of the Term:
- a) if the Customer changes to a service not specified above; or
  - b) if the Customer terminates the Call Guard service; or
  - c) if the Customer changes the mobile telephone number or the registered name for the mobile telephone number; or
  - d) if the mobile telephone service is terminated or disconnected for whatever reason.

#### **4) Call Guard Service**

- 4.1 The Call Guard service is only available to customers who have subscribed the Company's mobile telephone services.
- 4.2 The Customer agrees:
- a) to use the Call Guard service for personal and non-commercial use only;
  - b) not to violate, reverse-engineer, duplicate, transfer, copy, distribute or otherwise tamper with any part of the Call Guard service for any reason or assist another person to do so.
- 4.3 Usage rules established by the Company relating to the Call Guard service may be controlled and modified by the Company for compliance purpose and the Company reserves the right to enforce such usage rules without notice to the Customer.
- 4.4 The Call Guard service can only be used on Smartphones specified by the Company.
- 4.5 The Company reserves the right to revise the terms and conditions of the Call Guard service from time to time.

#### **5) Junk Calls**

##### **5.1 Junk Calls Service**

- 5.1.1 Junk Calls feature consists of lists of Junk Call Numbers that are submitted by subscribers of the Call Guard service from time to time. For the purpose of the Junk Calls, '*Junk Call Numbers*' shall mean unsolicited phone calls to people they don't know in an attempt to sell products or services or survey calls.
- 5.1.2 Junk Calls is an additional feature of the Call Guard service. Junk Calls feature is automatically switch on once the Customer subscribes to the Call Guard service. With the switching on of the Junk Calls, the Customer agrees the Company to block all those phone numbers included in the Junk Calls List on their behalf. In the Junk Calls, the "Report last answered caller as junk call" feature will block the last call answered or the last call diverted to voicemail.
- 5.1.3 After subscribing to the Call Guard service and switching on the Junk Calls feature, the Customer can from time to time submit Junk Call Numbers to be included in the Junk Calls List. The Customer agrees that the Junk Call Numbers they submit to Junk Calls List will be shared by all subscribers of the Call Guard service. By using the Junk Calls feature, the Customer represents and warrants that the phone numbers he or she has submitted to the Junk Call List are unsolicited phone calls they received and fall within the definition of Junk Call numbers as defined in Clause 5.1.1 above. The Customer further undertakes to submit the Junk Call Numbers to the Junk Calls List responsibly and will not abuse or prank-play against the Company's platform or any companies or any individuals. The Customer shall not use the "Report last answered caller as junk call" feature to do anything unlawful, misleading, malicious or discriminatory.
- 5.1.4 The Company reserves the right, but has no obligation to monitor disputes between the Customers or the owner of phone numbers in the Junk Call List that are submitted by the subscribers of the Call Guard service. The Customer shall be solely responsible for all activities and liability with respect to submission of the Junk Call Numbers to the Junk Call List and the use of the Junk Calls and the Call Guard service.



## 5.2 Rights of the Company

- 5.2.1 Junk Calls of the Call Guard service is a service platform provided by the Company for subscribers of the Call Guard service to submit Junk Call Numbers. If in the reasonable opinion of the Company, a Junk Call Number submitted does not constitute a Junk Call Number as defined in Clause 5.1.1 above, the Company reserves the right at its absolute discretion to delete such Junk Call Number from the Junk Calls List or suspend access to any Junk Call Number in the Junk Calls List at any time, without notice for any reason whatsoever.
- 5.2.2 If a Junk Call Number is deleted from the Junk Calls List pursuant to Clause 5.2.1, the Company may add this Junk Call Number to the Black List of the Customer who previously submitted such Junk Call Number to the Junk Calls List.
- 5.2.3 If the Customer fails to comply with any of the obligations specified above the Company reserves the right at its absolute discretion to terminate the Junk Calls feature of the Call Guard service for such Customer without notice. Termination of the Junk Calls feature shall not relieve the Customer from fulfilling his obligations including payment of the monthly fee for the Call Guard service.

## 6) Intellectual Property rights

- 6.1 The design of the Call Guard service along with service features specified above (“Applications”) and the trademarks, service marks and logos contained therein (“Marks”) are owned by the Company and is protected by applicable intellectual property laws including but not limited to copyright. Except to the extent permitted by law, the Customer shall not use such Applications and/or Marks in any way whatsoever except for use of the Call Guard service. The Customer shall not modify, rent, lease, loan, sell, distribute or create derivative works based on the Applications in any manner.

## 7) Privacy Policy

- 7.1 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.
- 7.2 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.

## 8) Applicable Laws

- 8.1 The Customer shall comply with the laws of Hong Kong Special Administrative Region that apply to the Customer’s use of the Call Guard service.
- 8.2 The Customer expressly agree to the exclusive jurisdiction for any claim or dispute with the Company or relating in any way to the use of the Call Guard service resides in the courts of Hong Kong Special Administrative Region.

## 9) Limitation of Liability

- 9.1 Use of the Call Guard service is at the Customer's sole risk. The Company makes no warranties of any kind in relation to the Call Guard service and /or the Junk Calls numbers in the Junk Calls List and accepts no responsibilities for the accuracy or completeness or timelessness of the White List, Black List, Bar Withheld Numbers and / or Junk Calls provided through the Call Guard service and does not accept any liability for any cost, expense, loss or damage whatsoever arising from any inaccuracies or omissions. Further, the Company disclaims liability for any error, omission or misstatement in or arising from the Call Guard service. The Company does not endorse or recommend any Junk Calls numbers in the Junk Calls list.

- 9.2 The Company shall under no circumstances be liable whether in contract, tort, statute or otherwise (including without limitation for negligence, breach of contract, defamation) for any special, direct, indirect or consequential loss or damage (including without limitation, loss of revenue, loss of data or goodwill) which is suffered, sustained or incurred by the Customer, or any person arising (directly or indirectly) from or out of or relating to the Call Guard service.

## **10) Advertising**

- 10.1 The Customer acknowledges and agrees that the Call Guard service may include advertisement.
- 10.2 The Company is not a party to and is not otherwise involved in any manner in any correspondence or business dealings with, or participation in promotion of, advertisers found on or through the Call Guard service, including payment and delivery of goods or services and any other terms, conditions, warranties or representations associated with such dealings which are solely between the Customer and such advertiser. The Customer agrees that the Company shall not be responsible or liable for any loss or damage whatsoever incurred as a result of any such dealings or as the result of the presence of such advertisers on the Call Guard service.
- 10.3 The Company does not represent or endorse the accuracy or reliability of any information, advertisements or contents contained on, distributed through, or linked, downloaded or accessed from the Call Guard service. The Company cannot and does not guarantee the quality or reliability of any products or information purchased or obtained by the Customer as a result of an advertisement or any other information displayed in the Call Guard service. By using the Call Guard service, the Customer expressly acknowledges and agrees that the Company shall not be responsible for any damages, claims or other liability arising from or related to such advertisements or information displayed in the Call Guard service.
- 10.4 The Company may provide advertisers with reports on how their advertisements performed on the Call Guard service, but the Company only provides the data to them after the Company has removed the Customer's name or any other personally identifying information from it, or has combined it with other people's data in a way that it is no longer associated with the Customer.
- 11)** The Company reserves the right to revise the terms and conditions of the Service from time to time.

**Terms & Conditions T&C-V138**  
**Terms & Conditions for “Norton Family, Norton Security and Norton Security & Norton Secure VPN” Service**

**1. Your Acceptance:**

1.1. This is an agreement between SmarTone Mobile Communications Limited ("SmarTone" or "the Company") and you ("you" or the "Customer"), a user of Norton Family, Norton Security or Norton Security and/or Norton Secure VPN ("the Service"). BY USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE TO THESE TERMS AND CONDITIONS. If you do not agree to any of these terms and conditions, you may not use the Service.

**2. Service**

2.1. The Service is only available for SmarTone Customers with a mobile monthly service plan subscription or SmarTone Customers with a Home 5G Broadband Service Plan subscription.

2.2. These services are mobile security protection service provided and operated by NortonLifeLock Inc. for customers.

2.3. The Customer shall use the Service for the period specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) ("Term"). The Term shall start from the service effective date.

2.4. (If applicable) The Service Plan is applicable to Customers with a mobile monthly service plan subscription.

Service Plan	Term
Norton Family (One device)	12 months
Norton Security (One device)	
Norton Security & Norton Secure VPN (One device)	
Norton Secure VPN (One device)	6 months

2.5. (If applicable) The Service Plan is applicable to Customers with a Home 5G Broadband Service Plan subscription.

Service Plan	Term
Norton Security & Norton Secure VPN (one device)	24 months
Norton Security & Norton Secure VPN (two devices)	12 or 24 months
Norton Family, Norton Security & Norton Secure VPN (five devices)	

2.6. The Service Plan is charged on a monthly basis. Even if the Customer is to actually use the Service for less than a month, the applicable monthly service fee shall still be payable by the Customer in full. The monthly charges are non-refundable under whatever circumstances.

2.7. Unless otherwise specified by the Customer before the Term expired, the Term will be automatically extended at the prevailing service plan for successive periods of Term. The same terms and conditions of this service shall apply unless otherwise stated. The said automatic extension is subject to the final and absolute discretion of the Company at any times.

2.8. In addition to service fees, download and use of the Service will incur data charge. Local data will be charged at or deducted from the Customer's subscribed price plan, whichever is applicable. Standard roaming data charges will apply while using the Service abroad. If the Customer has applied for a Roaming Data Pack, data will be deducted from the plan. Please visit [smartone.com/roamingdatapack](http://smartone.com/roamingdatapack) for details.

- 2.9. This service can be used on smartphones running designated software versions of compatible mobile operating systems of iOS and Android. For Android™ smartphone which does not support Google Play services, the Value-Added Service will not be applicable on the smartphone. The available smartphones running designated software versions of compatible mobile operating systems will be updated and amended from time to time. Please ask our store assistants for details.
- 2.10. You agree:
- a) To use the Service for personal and non-commercial use only;
  - b) Not to violate, reverse-engineer, duplicate, reproduce, transfer, share, capture, copy, forward, distribute or otherwise tamper with any content obtained from using the Service and any part of the Service for any reason or assist another person to do so.
- 2.11. Usage rules established by the Company relating to the Service may be controlled and modified by the Company for compliance purpose and the Company reserves the right to enforce such usage rules without notice to you
- 2.12. The Service can only be used on smartphones specified by the Company. Any actions on jailbroken or rooted devices are taken at your own risk.
- 2.13. The Company makes no warranty that:
- 2.12.1 The Service will meet the Customer's requirements;
  - 2.12.2 The Service will be uninterrupted, timely, secure or error-free;
  - 2.12.3 The results that may be obtained from the use of the Service will be accurate or reliable; or
  - 2.12.4 The quality of any services, information or other material obtained by the Customer through the Services will meet his/her expectation.
- 2.14. The Company assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings or for any damage to the Customer's device or loss of data that results using the Service, including without limitation, the download of any materials, data or information. The Customer expressly relieve SmarTone from any and all liabilities arising from the access or use of any part of the Service.
- 2.15. All contents under the Service are provided by NortonLifeLock Inc. and SmarTone is not responsible or liable for their quality, nature, accuracy and usefulness of the contents.
- 2.16. The content and categories of content available in the Service and the charges of the Service are subject to change at any time without prior notice.
- 2.17. The Company may (i) deactivate or suspend the Service or any part thereof, with or without notice to you, to carry out system, maintenance, upgrading, testing and/or repairs; (ii) limit or suspend your access to any of the Service with or without notice to you if the Company is of the opinion that such action is appropriate as a result of your use of the Service; (iii) take any steps or omit to take any steps, with or without notice to you, for any reason the Company deems relevant to the management or the operation of any of the Service and the Company's business, that may expand, reduce, modify, suspend, limit, make inaccessible or adversely affect the Service or any part thereof.
- 2.18. The Company may, upon discovery of suspected or inchoate, fraudulent, deceptive, unlawful or improper use of the Service by users, suspend users' access to any or all of the Service temporarily or permanently.
- 2.19. Users agree to be bound by the Terms of Use from NortonLifeLock Inc., which agreement can be found at <https://www.nortonlifelock.com/about/legal/repository> .

2.20. SmarTone is the authorized agent of NortonLifeLock Inc. for billing and collection of the charges of the Service from the Customer during the subscription period.

### **3. Rebate (if applicable)**

- 3.1. If the Customer subscribes to the specified Service Plan, the Customer shall be entitled to the rebate.
- 3.2. The Credit Amount will be credited to the monthly bill of the Customer's Account according to Credit Arrangement. 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 Customer's Account. However, the Customer cannot set-off any other sum payable to the Company against any part of the Credit against any part of the Credit Amount payable by the Company to the Customer's 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 will not be entitled to the Credit Amount or any balance thereof and shall pay the Company liquidated damages upon the occurrence of any of the following events before the expiry of the Term:
  - a) if the Customer changes to a service not specified above; or
  - b) if the Customer terminates the NortonLifeLock Inc. service; or
  - c) if the Customer changes the mobile telephone number or 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.

#### **4. Liquidated Damages (if applicable)**

- 4.1. The Customer shall pay the Company liquidated damages (which is equivalent to the sum of the monthly fee of the Service 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 (i) 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 (ii) 2G Service Plan or (iii) IC2N Service plan; or
  - b) if the Customer cancels or changes NortonLifeLock Inc. service; 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. Intellectual Property rights**

- 5.1. The design of the Service along with any service features (“Applications”) and the trademarks, service marks and logos contained therein (“Marks”) are owned by NortonLifeLock Inc. and is protected by applicable intellectual property laws including but not limited to copyright. Except to the extent permitted by law, you shall not use such Applications and/or Marks in any way whatsoever except for use of the Service. You shall not modify, rent, lease, loan, sell, distribute or create derivative works based on the Applications in any manner

#### **6. Privacy Policy**

- 6.1. Your privacy is important to the Company. The Company has developed a Privacy Policy that covers how it collects, uses, discloses, transfers and stores your information. Please visit [smartone.com/privacypolicyen](http://smartone.com/privacypolicyen) for full details of the Company’s Privacy Policy.
- 6.2. The Company will do its best to keep your privacy safe, but still need your help. Please protect your own personal information carefully.

#### **7. Applicable Laws**

- 7.1. You shall comply with the laws of Hong Kong Special Administrative Region in relation to your use of the Service.
- 7.2. You expressly agree to the exclusive jurisdiction of the courts of Hong Kong Special Administrative Region in determining any dispute with the Company or relating to the use of the Service.

#### **8. Limitation of Liability**

- 8.1. The Company shall under no circumstances be liable whether in contract, tort, statute or otherwise (including without limitation for negligence, breach of contract, defamation) for any special, direct, indirect or consequential loss or damage (including without limitation, loss of revenue, loss of data or goodwill) which is suffered, sustained or incurred by you, or any person arising (directly or indirectly) from or out of or relating to the Service.

## **9. Advertising**

- 9.1. You acknowledge and agree that the Service includes advertisement.
- 9.2. The Company is not a party to and is not otherwise involved in any manner in any correspondence or business dealings with, or participation in promotion of, advertisers found on or through the Service, including payment and delivery of goods or services and any other terms, conditions, warranties or representations associated with such dealings which are solely between the Customer and such advertiser. The Customer agrees that the Company shall not be responsible or liable for any loss or damage whatsoever incurred as a result of any such dealings or as the result of the presence of such advertisers on the Service.
- 9.3. The Company does not represent or endorse the accuracy or reliability of any information, advertisements or contents contained on, distributed through, or linked, downloaded or accessed from the Service. The Company cannot and does not guarantee the quality or reliability of any products or information purchased or obtained by you as a result of an advertisement or any other information displayed in the Service. By using the Service, you expressly acknowledge and agree that the Company shall not be responsible for any damages, claims or other liability arising from or related to such advertisements or information displayed in the Service.
- 9.4. The Company may provide advertisers with reports on how their advertisements performed on the Service, but the Company only provides the data to them after the Company has removed your name or any other personally identifying information from it, or has combined it with other people's data in a way that it is no longer associated with you.

## **10. The Company reserves the right to revise the terms and conditions of the Service from time to time. If any dispute arises, the Company's decision shall be final.**

## Terms & Conditions for Virtual WiFi Egg (T&C – I025)

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 Virtual WiFi Egg through one of SmarTone's retail stores, SmarTone CARE or by contacting the Company's 24-hour hotline 2880 2688.
2. Upon successful registration of the service, charges for Virtual WiFi Egg will commence on the first data usage while the Customer is roaming. Daily fee HK\$68 (Australia, China, Indonesia, Japan, Macau, Malaysia, New Zealand, Philippines, Singapore, South Korea, Taiwan, Thailand, Bangladesh, Cambodia, Vietnam) /HK\$128 (other destinations). 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 different time zones, it will be according to the time of capital city at the visited destination.
3. Virtual WiFi Egg 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 Virtual WiFi Egg is subject to the coverage or network conditions of the roaming network(s).
4. When the Customer is travelling to destinations outside the Roaming Virtual WiFi Egg's coverage or logs on to non-selected roaming network(s), 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 2880 2688 to activate standard data roaming and agree to the related charges applied after the Customer's confirmation.
5. When daily data usage reaches 500MB, a SMS notification will be sent to the customer, who may reply to the SMS to purchase extra full speed roaming data. If no additional purchase for full speed data is made, the data speed will be at up to 128kbps for the Customer to continue with the use of data roaming.
6. 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 Virtual WiFi Egg, the Company will also charge the Customer for roaming on the Second Destination Network according to Virtual WiFi Egg.



7. The Customer must use the Virtual WiFi Egg (“Data Services”) with settings (including but not limited to the APN setting) and devices specified by the Company. The use of 4G/5G is only available with compatible devices and SIM cards on 4G/5G 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 Data Services, the Company has the right to forthwith suspend/terminate the Data Services without notice and charge the Customer’s use of the Data Services at the Company’s standard roaming rate for such data usage.
8. Virtual WiFi Egg is 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 Virtual WiFi Egg without notice and charge the Customer at the Company’s standard roaming rate. All commercial or illegal promotion activities via the use of Virtual WiFi Egg shall be prohibited.
9. If local data of a customer’s service plan excludes tethering, the customer cannot use tethering when using Virtual WiFi Egg.
10. 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](http://smartone.com/privacypolicyen) for full details of the Company’s Privacy Policy.

Copies of Terms and Conditions are available upon request by calling SmarTone hotline or Account Manager.

## Data Roaming Day Plan Plus for Specified Mobile Monthly Plan / Mobile Tablet Subscribers (T&C-I031-BMA)

Registered Customer Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Mobile / Mobile Tablet No. See Appendix \_\_\_\_\_ A/C No.: \_\_\_\_\_

The following terms and conditions are supplemental to the Sales and Services Agreement and the Company's General Conditions of Mobile Telephone Services (Please refer to T&C01 published at [www.smartone.com](http://www.smartone.com)).

1. The Customer is required to register the Data Roaming Day Plan Plus through the Account Manager or by contacting the Company's 24-hour hotline 2281 8818.
2. Upon successful registration of the service, charges for Data Roaming Day Plan Plus 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.
3. The tariff for Data Roaming Day Plan Plus is \$ \_\_\_\_\_ / day / destination. All roaming data usage in Vietnam and in-flight roaming under Data Roaming Day Plan Plus will be charged at a fixed fee of \$198 per day.
4. Data usage included in Data Roaming Day Plan Plus applies all kinds of data usage.
5. Terms & Conditions for Free Global Travel Insurance:
  - 5.1. Customers who subscribe to the Data Roaming Day Plan Plus and aged below 75 will enjoy free global travel insurance ("Free Global Travel Insurance").
  - 5.2. Customer eligible for Free Global Travel Insurance must be:
    - 5.2.1. an eligible employee of a corporate customer with the Company who has registered a service number under its company name; or
    - 5.2.2. an account holder or authorized user of the Company's service number. Priority will be given to the authorised user who has registered the service number in his own name.
  - 5.3. The Customer will be entitled to the Free Global Travel Insurance on the day when he starts using the Data Roaming Day Plan Plus to 23:59 local time of the visited destination.
  - 5.4. The Free Global Travel Insurance is underwritten by SUN HUNG KAI PROPERTIES INSURANCE LTD and subject to the terms and conditions of SUN HUNG KAI PROPERTIES INSURANCE LTD, please click [here](#).
  - 5.5. SUN HUNG KAI PROPERTIES INSURANCE LTD has the sole discretion in determining the Customer's eligibility to the Free Global Travel Insurance and is solely responsible for all approvals, coverage and compensations of its insurance plans.
  - 5.6. Customers who are entitled to the Free Global Travel Insurance are required to agree and accept the policy on Personal Data (Privacy) Ordinance supplied by SUN HUNG KAI PROPERTIES INSURANCE LTD which will be used for including but not limited to underwrite contracts of insurance. For details, please click [here](#).
  - 5.7. SUN HUNG KAI PROPERTIES INSURANCE LTD's customer service hotline at (852) 2828 7886. This is a dedicated enquiry hotline for customers serviced by SUN HUNG KAI PROPERTIES INSURANCE LTD. 24 Hours Worldwide Emergency Assistance Services hotline at (852) 2851 1990. The Emergency Assistance Services are arranged by Inter Partner Assistance Hong Kong Limited, when medical evacuation and repatriation in overseas is required.
    - 5.7.1. For corporate customer, please quote company name, HKID No., registered phone no. and policy no. PAS/D/2019/600011.
    - 5.7.2. For personal customer, please quote name, HKID No., registered phone no. and policy no. PAS/D/2019/600011.

- 5.8. The Company may change the terms and conditions relating to the Customer's entitlement to the Free Global Travel Insurance without giving prior notice. The Company's decision is final.
6. When travelling to destinations outside Data Roaming Day Plan Plus 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 contact the Account Manager or call the Company's 24-hour hotline 2281 8818 to activate standard data roaming and agree to the related charges applied after the customer's confirmation. Once the Customer has opt-out of the Data Roaming Day Plan Plus, all data consumption will be charged at the standard roaming data tariff.
  7. Data Roaming Day Plan Plus 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 Data Roaming Day Plan Plus is subject to the coverage or network conditions of the roaming network(s).
  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 Data Roaming Day Plan Plus, the Company will also charge the Customer for roaming on the Second Destination Network according to Data Roaming Day Plan Plus.
  9. If Data Roaming Day Plan Plus is simultaneously subscribed with BlackBerry Plan/ China 1 Card 2 Numbers/ Macau 1 Card 2 Numbers, mobile roaming data usage consumption will be deducted in the following order:
    - a) Data Roaming Day Plan Plus
    - b) BlackBerry Plan
    - c) HK-China 1 Card 2 Numbers
    - d) HK-Macau 1 Card 2 Numbers
  10. Data Roaming Day Plan Plus is 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 Data Roaming Day Plan Plus without notice and charge the Customer at the Company's standard roaming rate. All commercial or illegal promotion activities via the use of Data Roaming Day Plan Plus shall be prohibited.
  11. The customer cannot activate more than one day plan at the same time.
  12. The Customer must use the Data Roaming Day Plan Plus ("Data Services") with settings (including but not limited to the APN setting) and devices specified by the Company. The use of 4G/ 5G is only available with compatible devices and SIM cards on 4G/ 5G roaming networks. The Customer can check with the Company's front-line staff 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 and charge the Customer's use of Data Services at the Company's standard roaming rate for such data usage.
  13. 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](http://smartone.com/privacypolicyen) for full details of the Company's Privacy Policy.

Customer Signature / Company Chop

Smartone Mobile Communications Limited  
Dealer's Authorized Signature / Company Chop

**Appendix for Terms and Conditions T&C-I031-BMA**

T&C-I031-BMA apply to the mobile numbers listed below which has subscribed the Data Roaming Day Plan Plus. The list of mobile numbers that subscribe to the Data Roaming Day Plan Plus may change from time to time. The terms and conditions for Data Roaming Day Plan Plus will apply to the prevailing list of mobile numbers updated from time to time as recorded by the Company.

1	_____	41	_____
2	_____	42	_____
3	_____	43	_____
4	_____	44	_____
5	_____	45	_____
6	_____	46	_____
7	_____	47	_____
8	_____	48	_____
9	_____	49	_____
10	_____	50	_____
11	_____	51	_____
12	_____	52	_____
13	_____	53	_____
14	_____	54	_____
15	_____	55	_____
16	_____	56	_____
17	_____	57	_____
18	_____	58	_____
19	_____	59	_____
20	_____	60	_____
21	_____	61	_____
22	_____	62	_____
23	_____	63	_____
24	_____	64	_____
25	_____	65	_____
26	_____	66	_____
27	_____	67	_____
28	_____	68	_____
29	_____	69	_____
30	_____	70	_____
31	_____	71	_____
32	_____	72	_____
33	_____	73	_____
34	_____	74	_____
35	_____	75	_____
36	_____	76	_____
37	_____	77	_____
38	_____	78	_____
39	_____	79	_____
40	_____	80	_____

Copies of Terms and Conditions are available upon request by calling Smartone hotline or Account Manager.

## Data Roaming Day Plan for Specified Mobile Monthly Plan / Mobile Tablet Subscribers (T&C-I001-BMF)

Registered Customer Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Mobile / Mobile Tablet No.: See Appendix A/C No.: \_\_\_\_\_

The following terms and conditions are supplemental to the Sales and Services Agreement and the Company's General Conditions of Services (Please refer to T&C01 published at [www.smartone.com](http://www.smartone.com)).

1. The Customer is required to register for the Data Roaming Day Plan through the Account Manager or by contacting the Company's 24-hour hotline 2281 8818.
2. Upon successful activation of the service, charges for Data Roaming 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.
3. The tariff for Data Roaming Day Plan is \$138 / day / country. All roaming data usage in Vietnam and in-flight roaming under DRDP will be charged at a fixed fee of \$198 per day.
4. Data usage included in Data Roaming Day Plan applies all kinds of data usage.
5. When travelling to destinations outside the Data Roaming Day 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 contact the Account Manager or call the Company's 24-hour hotline 2281 8818 to activate standard data roaming and agree to the related charges applied after the Customer's confirmation. Once the Customer has opt-out of the Data Roaming Day Plan, all data consumption will be charged at the standard roaming data tariff.
6. Data Roaming Day 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 Data Roaming Day Plan is subject to the coverage or network conditions of the roaming network(s).
7. 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 Data Roaming Day Plan, the Company will also charge the Customer for roaming on the Second Destination Network according to Data Roaming Day Plan.

8. If Data Roaming Day Plan is simultaneously subscribed with BlackBerry Plan/ China 1 Card 2 Numbers/ Macau 1 Card 2 Numbers, mobile roaming data usage consumption will be deducted in the following order:
  - a) Data Roaming Day Plan
  - b) BlackBerry Plan
  - c) HK-China 1 Card 2 Numbers
  - d) HK-Macau 1 Card 2 Numbers
9. The Customer must use the Data Roaming Day Plan (“Data Services”) with settings (including but not limited to the APN setting) and devices specified by the Company. The use of 4G/ 5G is only available with compatible devices and SIM cards on 4G/ 5G roaming networks. The Customer can check with the Company’s front-line staff 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 and charge the Customer’s use of Data Services at the Company’s standard roaming rate for such data usage.
10. Data Roaming Day Plan is 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 Data Roaming Day Plan without notice and charge the Customer at the Company’s standard roaming rate. All commercial or illegal promotion activities via the use of Data Roaming Day Plan shall be prohibited.
11. The customer cannot activate more than one day plan at the same time.
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](http://smartone.com/privacypolicyen) for full details of the Company’s Privacy Policy.

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Customer Signature / Company Chop

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Smartone Mobile Communications Limited  
Dealer’s Authorized Signature / Company Chop

**Appendix for Terms and Conditions T&C-I001-BMF**

T&C-I001-BMF apply to the mobile numbers listed below which has subscribed the Data Roaming Day Plan. The list of mobile numbers that subscribe to the data roaming day plan may change from time to time. The terms and conditions for Data Roaming Day Plan will apply to the prevailing list of mobile numbers updated from time to time as recorded by the Company.

1	_____	41	_____
2	_____	42	_____
3	_____	43	_____
4	_____	44	_____
5	_____	45	_____
6	_____	46	_____
7	_____	47	_____
8	_____	48	_____
9	_____	49	_____
10	_____	50	_____
11	_____	51	_____
12	_____	52	_____
13	_____	53	_____
14	_____	54	_____
15	_____	55	_____
16	_____	56	_____
17	_____	57	_____
18	_____	58	_____
19	_____	59	_____
20	_____	60	_____
21	_____	61	_____
22	_____	62	_____
23	_____	63	_____
24	_____	64	_____
25	_____	65	_____
26	_____	66	_____
27	_____	67	_____
28	_____	68	_____
29	_____	69	_____
30	_____	70	_____
31	_____	71	_____
32	_____	72	_____
33	_____	73	_____
34	_____	74	_____
35	_____	75	_____
36	_____	76	_____
37	_____	77	_____
38	_____	78	_____
39	_____	79	_____
40	_____	80	_____