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-BMZT)

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 <u>www.smartone.com</u>).

- 1. Data Roaming Day Plan and Data Roaming Day Plan Plus (collectively, "Data Roaming Day Plan", "DRDP") are applicable to contract plan subscribers of designated mobile monthly plan / mobile tablet plan only.
- 2. Upon successful registration 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. (Applicable to customer using data service within the coverage of DRDP) When the Customer is travelling to destinations outside the coverage of DRDP, the Customer's data roaming service will be automatically deactivated. However, the Customer can still make voice calls and send SMS which will be charged separately at prevailing tariff. If the Customer would like to use standard data roaming, please 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.
- 4. (Applicable to Customer using data service outside the coverage of DRDP) The Customer can still use data roaming service when the Customer is travelling to destinations outside the coverage of DRDP. All data usage outside the coverage of DRDP will be charged at the Company's standard roaming data tariff.
- 5. When daily data roaming usage reaches 1GB, the Customer can continue to use data roaming at a lower speed up to 512kbps.
- 6. (Applicable to Customer who subscribes to Data Roaming Day Plan Plus):
 - Terms & Conditions for Free Global Travel Insurance:
 - a. Customer who subscribes to Data Roaming Day Plan Plus and aged below 75 will enjoy free global travel insurance ("Free Global Travel Insurance").
 - b. Customer eligible for Free Global Travel Insurance must be:
 - i. an eligible employee of a corporate customer with the Company who has registered a service number under its company name; or
 - ii. 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.
 - c. The Customer will be entitled to the Free Global Travel Insurance on the day when he starts using the subscribed Data Roaming Day Plan Plus to the end day of the Data Roaming Day Plan Plus 23:59 local time of the visited destination.
 - d. 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 <u>here</u>.
 - e. 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.
 - f. 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 <u>here</u>.
 - g. 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.

- i. For corporate customer, please quote company name, HKID No., registered phone no. and policy no. **PAS/D/2023/600008**.
- ii. For personal customer, please quote name, HKID No., registered phone no. and policy no. **PAS/D/2023/600008**.
- h. 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.
- 7. Customer is required to register for Data Roaming Day Plan through the Account Manager or by contacting the Company's 24-hour hotline 2281 8818. The Customer will be charged in accordance with the tariffs for Data Roaming Day Plan whenever the Customer consumes Data while roaming in any of the designated countries covered under Data Roaming Day Plan. The Customer may opt-out of Data Roaming Day Plan through the Account Manager or by contacting the Company's 24-hour hotline 2281 8818. Once the Customer has opt-out of Data Roaming Day Plan, all data consumption will be charged at the Company's standard roaming data tariff.
- 8. If the Customer opt-out of Data Roaming Day Plan during the Day and subsequently opt-in Data Roaming Day Plan again ("Re-registration") in the same Day, the Customer shall pay a new Day Charge once only upon Re-registration whenever the Customer consumes data while roaming in the same country covered under Data Roaming Day Plan.
- 9. Roaming service outside Hong Kong is only available in designated countries with specific network(s) designated by the Company. For an updated list of the designated countries and designated roaming operators, please refer to <u>http://www.smartone.com/microsim/microsim country.pdf</u> for details. Such networks specified by the Company are subject to change from time to time without prior notice. The actual experience of Data Roaming Day Plan is subject to the coverage or network conditions of the roaming networks.
- 10. Whilst the Customer is roaming in a country designated by the Company, the Customer may under certain circumstances (e.g. cellular coverage spill over from neighboring country due to geographic proximity of countries) roam onto a different country's network (the "Second Country Network"). In the event that the Second Country 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 Country Network according to Data Roaming Day Plan.
- 11. 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
- 12. Data Roaming Day Pass 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 Pass without notice and charge the Customer at the Company's standard roaming rate.
- 13. (Applicable to personal customer) Payment for Data Roaming Day Plan should be made by credit card autopay.
- 14. The Customer must use the data services under Data Roaming Day Plan ("Data Services") with settings (including but not limited to the APN setting) and devices specified by the Company. 5G/4G is only available with compatible devices and SIM cards on 5G/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 standard rate for such data usage.
- 15. Privacy Policy

The Company has implemented a Privacy Policy that covers how it collects, uses, discloses, transfers and stores customer information. Please visit <u>smartone.com/privacypolicyen</u> for full details of the Company's Privacy Policy.