

Terms & Conditions for Data Roaming Day Pass (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 "Data Roaming Day Pass" through one of SmarTone's retail stores, SmarTone CARE or by contacting the Company's 24-Hour Roaming Service Hotline: +852 2793 6397.
2. Upon successful registration of the service, charges for "Data Roaming Day Pass" 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 different time zones, it will be according to the time of capital city at the visited destination. For more details on coverage and charges, please visit https://www.smartone.com/en/mobile_and_price_plans/roaming_idd/roamingdatapack/charges.jsp. The coverage and charges of "Data Roaming Day Pass" are subject to change from time to time.
3. "Data Roaming Day Pass" 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 Pass" is subject to the coverage or network conditions of the roaming network(s).
4. When the Customer is travelling to destinations outside the "Data Roaming Day Pass" 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 "Upgraded" Roaming Data Day Plan/ standard data roaming, please call the Company's 24-Hour Roaming Service Hotline: +852 2793 6397 to activate "Upgraded" Roaming Data Day Plan/ standard data roaming and agree to the related charges applied after the Customer's confirmation.
5. When daily data usage reaches 1.2GB, an SMS notification will be sent to the customer, who may reply to the SMS to purchase extra full speed roaming data at the prevailing rate. If no additional purchase for full speed data is made, the data speed will be at up to 512kbps 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 “Data Roaming Day Pass”, the Company will also charge the Customer for roaming on the Second Destination Network according to “Data Roaming Day Pass”.

7. The Customer must use the “Data Roaming Day Pass” 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 Roaming Day Pass”, the Company has the right to forthwith suspend/terminate the “Data Roaming Day Pass” without notice and charge the Customer’s use of the “Data Roaming Day Pass” at the Company’s standard roaming rate for such data usage.
8. “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. All commercial or illegal promotion activities via the use of “Data Roaming Day Pass” shall be prohibited.
9. If local data of a customer’s service plan excludes tethering, the customer cannot use tethering when using “Data Roaming Day Pass”.
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 for full details of the Company’s Privacy Policy.