

Terms & Conditions for “Upgraded” Roaming Data Day Plan (T&C – I029)

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 activate for the “Upgraded” Roaming Data Day Plan through one of Smartone’s retail stores, Smartone CARE or by contacting the Company’s 24-hour hotline 2880 2688.
2. Upon successful activation of the service, charges for “Upgraded” Roaming Data Day Plan will commence on the first data usage while the Customer is roaming. Freely enjoy data roaming and HK\$60 credit outgoing call within same city with a fixed daily rate. Daily fee HK\$138 (China / Macau) / HK\$198 (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 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. Only HK\$68 for daily rate per destination (China / Macau / other destinations) when starting to use Day Plan from 18:00 local time of the visited destination (HK\$60 credit outgoing call within same city is excluded).
4. Using a Day Plan in China and Macau on the same day will only incur one daily fee. The daily fee will be charged a maximum of two times if the Customer uses the plan in different designated destinations in Europe within the same day.
5. Terms & Conditions for “HK\$60 outgoing call within same city”
 - 5.1 The HK\$60 credit for local outgoing calls in the same city will only be available after using a full fare “Upgraded” Roaming Data Day Plan. Standard roaming voice charges will apply if local outgoing calls in the same city are made prior to the use of the Plan.
 - 5.2 The HK\$60 credit for local outgoing calls in the same city cannot be redeemed for cash or carried forward. Any local voice charges exceeding the daily credit of HK\$60 will be charged based on the standard roaming voice charge.
 - 5.3 The HK\$60 credit will be shared if the Customer uses the plan between China and Macau within the same day.
 - 5.4 When the Customer uses the plan twice in different designated destinations in Europe within the same day, the daily rate for the third European designated destination onwards will be waived. However, the HK\$60 credit for local outgoing calls in the same city will not be available for that third country onwards.

- 5.5 The HK\$60 credit for local outgoing calls in the same city is not applicable to the use of HK-China 1 Card 2 Numbers in China.
6. When travelling to destinations outside the “Upgraded” Roaming Data 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 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.
 7. “Upgraded” Roaming Data 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 “Upgraded” Roaming Data Day Plan 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 “Upgraded” Roaming Data Day Plan, the Company will also charge the Customer for roaming on the Second Destination Network according to “Upgraded” Roaming Data Day Plan.
 9. The Customer must use the “Upgraded” Roaming Data Day Plan (“Data Services”) 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 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.
 10. “Upgraded” Roaming Data 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 “Upgraded” Roaming Data 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 “Upgraded” Roaming Data Day Plan shall be prohibited.
 11. If local data of a customer’s service plan excludes tethering, the customer cannot use tethering when

using “Upgraded” Roaming Data Day Plan.

12. The customer cannot activate more than one day plan at the same time.

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 for full details of the Company’s Privacy Policy.