

Terms and conditions T&C-V118C
Terms & Conditions for 4.5G "FlexiChoice" Speed Upgrade 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&C01 published at smartone.com).

1. This service plan is available for GoodCare customers (Excluding Voice Call GoodCare Plan).
2. The Customer is required to activate for the "1 day" 4.5G "FlexiChoice" Speed Upgrade Day Plan through activation code *128#; or *129# for the "3 day" 4.5G "FlexiChoice" Speed Upgrade Day Plan.
3. Upon successful activation of the service, charges for 4.5G "FlexiChoice" Speed Upgrade Day Plan will commence. A "day" is counted by 24 hours after service activation. By way of example, "1 day" Day Plan: If the Customer activates the service at 3:00 pm (Hong Kong time) of 1st April. The Service will expire at 2:59 pm (Hong Kong time) of 2nd April. "2 day" Day Plan: If the Customer activates the service at 3:00 pm (Hong Kong time) of 1st April. The Service will expire at 2:59 pm (Hong Kong time) of 3rd April, and so on.
4. "Upgraded" Roaming Data Day Plan can still be applied after service activation of 4.5G "FlexiChoice" Speed Upgrade Day Plan. For service terms and conditions of "Upgraded" Roaming Data Day Plan can be referred to https://www.smartone.com/other/english/tc_1029_e.pdf
5. 4.5G "FlexiChoice" Speed Upgrade 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 4.5G "FlexiChoice" Speed Upgrade Day Plan shall be prohibited.
6. This Service Plan is not applicable to 2G phones / connected devices or any phones / connected devices which have manually opted for 2G network.
7. Data Services for Service Plan ("the Data Services"):
 - 7.1. The 4G Data Service is only available with compatible phones and SIM cards.
 - 7.2. The data usage applies to local use only. Standard roaming data charge applies during roaming.
 - 7.3. Without speed throttling or data capping, but access to network resources will be given lower priority and data service experience may be affected
 - 7.4. Users of Blackberry 7 OS and earlier version need to subscribe to the specified Blackberry service plan for the data usage.
 - 7.5. 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.
8. 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