

### **Terms & Conditions for Roaming Data Day Plan Standard**

The following terms and conditions are supplemental to the Registration Form of HKBN Mobile Services and the Special Terms and Conditions of Mobile Services for Corporate Subscriber.

1. Upon successful registration of the service, charges for Roaming Data Day Plan (“Data Services”) will commence on the first data usage while the Subscriber is roaming. 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.
2. Only HK\$68 for daily rate per destination (China / Macau / other designated destinations) when starting to use Day Plan from 18:00 local time of the visited destination.
3. Using a Roaming Data 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 Subscriber uses the plan in different designated destinations in Europe within the same day.
4. When travelling to destinations outside the Data Services’ coverage, the Subscriber’s data roaming is automatically deactivated. However, the Subscriber can still make calls and send SMS. If the Subscriber would like to use standard data roaming, please submit a written notice (by using the prescribed form provided by HKBN and/or Group Companies) to HKBN or designated Group Companies, or call 128 180 (only applicable to user with prior written consent of the Subscriber submitted to HKBN or designated Group Companies) to activate standard data roaming and agree to the related charges applied after the Subscriber’s confirmation. For the purpose of these Terms and Conditions, HKBN Enterprise Solutions Limited is one of the designated Group Companies.
5. Data Services are only available in designated destinations with selected roaming network(s) designated by HKBN and/or Group Companies. Such networks specified by HKBN and/or Group Companies are subject to change from time to time without prior notice. The actual experience of the Data Services is subject to the coverage or network conditions of the roaming network(s).

6. Whilst the Subscriber is roaming in a destination designated by HKBN and/or Group Companies, the Subscriber 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 HKBN and/or Group Companies for Data Services, HKBN and/or Group Companies will also charge the Subscriber for roaming on the Second Destination Network according to Data Services.
7. The Subscriber must use the Data Services with settings (including but not limited to the APN setting) and devices specified by HKBN and/or Group Companies. The use of 4G is only available with compatible devices and SIM cards on 4G roaming networks. The Subscriber can check with HKBN or designated Group Companies' front-line staff for the latest information on settings and devices. If the Subscriber does not follow this specification in the use of the Data Services, HKBN and Group Companies have the right to forthwith suspend/terminate the Data Services without notice and charge the Subscriber's use of the Data Services at standard roaming rate of HKBN and/or relevant Group Companies for such data usage.
8. Data Services are 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; HKBN and Group Companies have the right to forthwith suspend/terminate Data Services without notice and charge the Subscriber at standard roaming rate of HKBN and/or relevant Group Companies. All commercial or illegal promotion activities via the use of Data Services shall be prohibited.
9. If local data of a Subscriber's service plan excludes tethering, the Subscriber cannot use tethering when using Data Services.