

Terms & Conditions T&C N005DA Fibre Broadband – Fixed Term Service Contract
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The following terms and conditions are supplemental to the Terms and Conditions for “SmarTone Fibre Broadband” (copies of these conditions are available upon request at SmarTone stores/hotline or retrieved from web site www.smartone.com) made between SmarTone Mobile Communications Limited

(“the Company”) and the Customer and shall form an integral part of the Terms and Conditions of “SmarTone Fibre Broadband”.

1. Fixed Term Contract

1.1 The Customer shall use the following applicable Service Plan for the period specified in the Sales and Services Agreement (“Term”). The Term shall start from the service effective date.

1.2 The Service will take effect one day after the service installation.

2. Service Plans

2.1 The Customer shall use the Service Plan specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement).

2.2 Service Plan is only applicable to the Customer whose service installation address is at designated residential area and have not used the Company’s service within 120 days prior to registration.

2.3 Credit Amount

- a) Credit Amount to be rebated to the Customer will be credited to the Customer according to the credit arrangement specified in the Sales and Services Agreement (or Supplemental Agreement to the Sales and Services Agreement).
- b) The Credit Amount will be credited to the monthly bill of the Customer’s Account. The first Credit Amount will be credited to the 1st monthly bill after the service effective date.
- c) The Credit Amount cannot be exchanged for cash.
- d) The Company shall not be under any obligation to pay any interest to the Customer on the Credit Amount.
- e) The Customer shall not be entitled to the Credit Amount or any balance thereof upon the occurrence of any of the following events:
 - i. if the Customer changes the Service;
 - ii. if the Customer changes the Service installation address/ the registered name for the Service;
 - iii. if the Customer changes the monthly fee as specified in the Sales and Services Agreement;
 - iv. if the Service and/or related services are terminated/disconnected for whatever reason

2.4 This Service Plan is charged on a monthly basis. The monthly charges for the first month will be charged on a pro-rata basis from the service effective date to the first bill date. The monthly charges are payable in advance and non-refundable under whatever circumstances.

- 2.5 Unless otherwise specified by the Customer, the Service will continue to be provided to the Customer after the expiry of the Term and such service will be charged at the same Monthly Service Plan that is chargeable to the Customer on the expiry date of the Term.
- 2.6 The first basic installation fee HK\$680 waived. The Company reserves the right to charge back the waived installation fee HK\$680 if the Service and/or related services are terminated/disconnected for whatever reason within the contract term. The above Installation Fee only covers the standard installation work. If the Company or its installation staff or contractor, in its absolute discretion, considers under the actual circumstances of the installation address would required installation work beyond the scope of the standard installation work (e.g. high-platform setup, opening ceiling, fixing promat, extra civil works extra is required, etc.), then the Company shall have the right to charge the Customer an extra fee (subject to the cost, complexity, workload and resources availability for the work required).
- 2.7 If the Customer relocate the Service to another residential address, the Customer must re-sign the Sales and Services Agreement at the prevailing plan price under the new address. The Company will charge the relocation fee depending on the network coverage.

3. Payments Upon Termination

- 3.1 The Customer shall pay the Company liquidated damages (total monthly fee as specified in the Sales and Services Agreement x remaining months in the Term) upon the occurrence of any of the following events before the expiry of the Term:
- a) if the Customer changes the Service;
 - b) if the Customer changes the registered name for the Service;
 - c) if the Customer changes the monthly fee as specified in the Sales and Services Agreement;
- or
- d) if the Service and/or related services are terminated/disconnected for whatever reason (other than termination of Service as specified in Clause 3.4 below).
- 3.2 If the Customer terminates the Service during the first 365 days, the Customer shall pay the Company a HK\$680 handling charge in addition to the liquidated damages specified in Clause 3.1.
- 3.3 If the Customer requests re-installation of the Service after termination of the same, the Company will charge an installation fee of HK\$680 or such amount as determined by the Company at its sole discretion.
- 3.4 If the Customer terminates the Service as a result of moving to an area without the Company's service coverage, the Customer will be released of all its obligations under this fixed term contract and will not be required to pay any liquidated damages specified in Clause 3.1 but the Customer shall settle all outstanding monies in the Service account and pay the following amounts : (i) any installation charge previously waived or any difference between the standard installation fee and installation fee paid; and (ii) (if applicable) list price (as determined by the Company) of premium enjoyed by the Customer multiply by remaining months of the Term; and (iii) (if applicable) the specified liquidated damages of optional equipment . Upon such termination, all offers, rights and benefits incidental to the Service Plan subscribed by the Customer shall cease immediately.
- 3.5 Upon termination of the Service, the Customer must return all equipment (if applicable) provided

by the Company to the designated locations within the designated period after date of termination of service. If the Customer does not return the equipment or the equipment is lost or damaged upon return, the Company will charge the Customer (i) HK\$1,500 for Network Terminal and/or (ii) HK\$100 for Adaptor and/or (iii) such other charges at such rates as specified by the Company from time to time.

4. Other Charge

4.1 If the Customer requires re-installation of the Service due to any change of service installation address, the Company shall charge the Customer an relocation fee as the Company shall stipulate from time to time, price detail: www.smartone.com/FBBFAQ.

4.2 If the Customer requests any on-site or on-site maintenance service (except for any error/problem caused by the Company's system, equipment/accessories), the Company shall charge a service fee of HK\$400 or such amount as determined by the Company at its sole discretion.