

**Terms & Conditions T&C N009B**  
**“ST Fibre Broadband” – Fixed Term Service Contract**

The following terms and conditions are supplemental to the Terms and Conditions for “ST Fibre Broadband” (copies of these conditions are available upon request at SmarTone stores/hotline or retrieved from web site [www.smartone.com](http://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 “ST 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 Standard Price

| Service        | Standard Price       | Term                  |
|----------------|----------------------|-----------------------|
| HomeFibre 500  | HK\$260 Monthly Plan | 24 consecutive months |
| HomeFibre 1000 | HK\$330 Monthly Plan | 24 consecutive months |

a) WiFi service is only applicable at the Company’s designated wireless hotspots, for details, please visit [www.smartone.com](http://www.smartone.com)

2.2 Super Value Price

| Service        | Super Value Price    |
|----------------|----------------------|
| HomeFibre 500  | HK\$240 Monthly Plan |
| HomeFibre 1000 | HK\$310 Monthly Plan |

a) Super Value Price is calculated based on Standard Price minus the cash bonus for the respective service plans. The cash bonus for Home Basic Broadband 100, HomeFibre 500 and HomeFibre 1000 is \$20/month respectively.

b) The cash bonus 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 Super Value Price service plan is subject to change from time to time.

- d) Customer who has registered for the Service and simultaneously subscribed to a designated monthly plan for the Company’s mobile telephone services (“Monthly Mobile Plan”) or HomePhone+ (“HomePhone+”) will be eligible for the Super Value Price in place of the Standard Price for the Term subject to the following conditions.
- e) The Service and the designated Mobile Monthly Plan should be registered under the same name and account; for HomePhone+, the Service and the HomePhone+ should be registered with same HKID. Otherwise the Customer will not be entitled to the Super Value Price.
- f) The Super Value Price will apply according to the bill date of the Service provided that the designated Mobile Monthly Plan or HomePhone+ is active. Cash bonus will be credited to the monthly bill. If the designated Mobile Monthly Plan or HomePhone+ is terminated/disconnected for whatsoever reason on the bill date of the Service, the Super Value Price of that month will not apply and the Customer will be charged the Standard Price. The Company will check the account status of the designated Mobile Monthly Plan or HomePhone+ on every bill date of the Service to determine whether Super Value Price or the Standard Price will be charged for the Service to the Customer.
- g) One designated Mobile Monthly Plan or HomePhone+ is entitled to one Super Value Price in a bill month.
- h) If the Customer subscribes to two Services and one designated Mobile Monthly Plan or HomePhone+, only the Super Value Price with the higher amount will be given to the Customer.

2.3 The Customer can change to a higher service plan during the Term and contract period shall remain the same. Customer who change to a lower value service plan is required to pay liquidated damages (as described in Clause 4 below) and also sign a new fixed term contract for the service plan. In both cases, the Customer shall pay an installation fee (if applicable) at the Company’s prevailing rate of charges for the Service from time to time.

2.4 The Service Plan is charged on a monthly basis starting on the day after service installation 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.

### 3. Optional Services

#### Cloud Storage Manager

|                                   |                |
|-----------------------------------|----------------|
| Cloud Storage Manager             | HK\$15 a month |
| Add-on content encryption feature | HK\$20 a month |
| Add-on mirror-sync feature        | HK\$20 a month |

#### **4. Payments Upon Termination**

- 4.1 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 4.3 below).
- 4.2 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.
- 4.3 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 4.1 but the Customer shall settle all outstanding monies in the Service account. Upon such termination, all offers, rights and benefits incidental to the Service Plan subscribed by the Customer shall cease immediately.
- 4.4 Upon termination of the Service, the Customer must return all equipment (if applicable) provided by the Company to SmarTone's stores within fourteen (14) days. (Applicable to HomeFibre 500 & HomeFibre 1000) If the Customer requests the Company to collect the equipment from the Customer's premises, the Company shall charge the Customer a collection fee of HK\$300 or such amount as determined by the Company at its sole discretion. 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 Optical Network Terminal and/or (ii) HK\$100 for Adaptor and/or (iii) HK\$50 for Fibre Patch Cord; or (iv) HK\$1,650 for full set of Optical Network Terminal, Adaptor and Fibre Patch Cord; or (v) such other charges at such rates as specified by the Company from time to time. Depending on resources availability, some Home Basic Broadband 100 need to use Fiber-to-the-home technology, these terms and conditions will apply to the Customer.

#### **5. Other Charges**

- 5.1 If the Customer requires re-installation of the Service due to any change of installation address, the Company shall charge the Customer an installation fee of HK\$400 for service relocation or such other amount as the Company shall stipulate from time to time.
- 5.2 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.

#### **6. ST Fibre Broadband with myTV SUPER Entertainment Pack**

- 6.1 The contract term for ST Fibre Broadband with myTV SUPER entertainment pack ("myTV SUPER Package") is 24 months ("myTV SUPER Contract Term").
- 6.2 MyTV SUPER Package Price

Total package price of "Home Basic Broadband 100" / "HomeFibre 500" / "HomeFibre 1000" with

“24 months myTV SUPER” is set out below and bill in 24 months during the myTV SUPER Contract Term:

| Charges based on Standard Price         | Total Package Price |
|---|---------------------|
| HomeFibre 500 + “24 months myTV SUPER”  | \$6240              |
| HomeFibre 1000 + “24 months myTV SUPER” | \$7920              |

### 6.3 myTV SUPER Package

- a) myTV SUPER is provided by TVB.COM LIMITED (“TVB.COM”) subject to the terms and conditions in "myTV SUPER Terms of Service". For myTV SUPER Terms of Service (“TOS”), TVB.COM reserves the right to modify any part of the TOS at any time by posting the modified version on [www.mytvsuper.com/en](http://www.mytvsuper.com/en). Unless as otherwise stated, all modifications shall automatically be effective upon posting on the site and shall supersede any previous versions. Subscribers agree to review the TOS on [www.mytvsuper.com/en](http://www.mytvsuper.com/en) regularly to ensure that they are aware of any modifications.
- b) The myTV SUPER Package which includes the myTV SUPER Basic Pack, TVB Premium SVOD, Premium Basic Pack and additional mobile device service are provided by TVB.COM.
- c) Customer understands that the package(s), channel(s) and content(s) included in or available to be subscribed under the myTV SUPER Package may be different from the myTV SUPER available through other channel(s) which are not offered through the Company.
- d) The Customer understands that the Company is not the content provider of the myTV SUPER Package. The channel(s) and content(s) included in the myTV SUPER Package is subject to the announcement of TVB.COM (Please visit [www.mytvsuper.com/en](http://www.mytvsuper.com/en)). The Company shall not be liable for any change and cancellation of any channel(s) and/ or contents.
- e) The Customer must provide accurate and valid mobile number in order to successfully register myTV SUPER Package under the designated Service Plan.
- f) Customer of the myTV SUPER Package must be a subscriber of the Company’s designated Service Plan. The Customer is full responsible to manage the myTV SUPER Package account and the relevant information, including customer ID and account password. The Customer is also fully responsible for all the transactions made under the relevant myTV SUPER Package.
- g) The Customer will not be able to obtain/ view any package(s), channel(s) and content(s) included in or separately subscribed by the relevant myTV SUPER Package. if the myTV SUPER Package is terminated or suspended due to the following reasons:
  - (i) the Customer terminating the Service Plan within 24 months; or
  - (ii) termination of Service for whatsoever reason; or
  - (iii) any circumstances beyond the reasonable control of the Company or TVB.COM.

The Company or TVB.COM shall not make any refund or provide replacement under such circumstances.

- h) Any update of the Customer's personal information recorded by the Company does not result in such personal information provided by the Customer being updated at the same time during the registration process of the myTV SUPER Package and vice versa. The Customer should separately contact the Company and login to the myTV SUPER Package account to update the personal information.

#### 6.4 myTV SUPER Package stock arrangement

- a) Upon successful registration of Service Plan, Customer can pick the myTV SUPER box at SmarTone stores. The Company will send the myTV SUPER Package's customer ID and the activation code via SMS to the Customer's registered mobile number at or before 9:00pm one day after the service effective date of the designated Service Plan. The Customer shall register the myTV SUPER Package through myTV SUPER website (<http://reg.mytvsuper.com/en/smc>) and input the customer ID, activation code and the required personal information. Upon successful registration, the Customer can use the myTV SUPER Package customer ID and the password (the password will be the first 4 numeric digits of registrant's HKID card number by default) to activate the myTV SUPER Package set-up box and the service. It is recommended to change password after registration for security reasons.
- b) Customer understands that the 4K high definition program included in the myTV SUPER Package must be supported with relevant hardware including but not limited to 4K TV or player.
- c) Customer understands that if any service in the designated Service Plan is terminated, the myTV SUPER Package and other service(s) will also be terminated. If the broadband service account is suspended for whatever reason, the myTV SUPER Package and other service(s) will also be suspended. The myTV SUPER box and the accessories must be returned to SmarTone stores within 30 days after date of termination of service. Any failure to return on or before the relevant due date or in case of any loss of or damage to the myTV SUPER box or any part thereof, SmarTone will charge the Customer (i) HK\$400 for myTV SUPER box and/or (ii) HK\$80 for Remote and/or (iii) HK\$100 for Adaptor; or (iv) such other charges at such rates as specified by SmarTone from time to time.
- d) 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.
- e) The myTV SUPER box and the accessories will be provided to the Customer for the provisioning of the myTV SUPER Package for the first 24 months of Service Plan. The myTV SUPER box and the accessories are the service equipment of the Company. The myTV SUPER box and the accessories shall be returned to SmarTone stores within 30 days after the expiration or termination of the 24 months Service Plan. Any failure to return on or before the relevant due date or in case of any loss of or damage to the myTV SUPER box or any part thereof, the Company will charge the Customer (i) HK\$400 for myTV SUPER box and/or (ii) HK\$80 for Remote and/or (iii) HK\$100 for Adaptor; or (iv) such other charges at such rates as specified by the Company from time to time.

6.5 The fee for the package(s), channel(s), content(s) or service(s) that may be subscribed by Subscriber separately through myTV SUPER will be set out in the terms and conditions of the specific service. For details, please visit [www.mytvsuper.com/en](http://www.mytvsuper.com/en).

#### 6.6 Liquidated Damages

The Customer shall pay the Company liquidated damages (set out below) upon the occurrence of any of the following events before the expiry of the myTV SUPER Contract Term:

- (i) if the Customer changes the registered name for the ST Fibre Broadband service; or
- (ii) if the Customer changes the monthly fee as specified in the Sales and Services Agreement; or
- (iii) if the Customer terminates the Service as a result of moving to an area without the Company's service coverage; or
- (iv) if the ST Fibre Broadband service is terminated/ disconnected for whatever reason.

Liquidated damages shall be as follows:

- **the total package price (as described in Clause 6.2)/24 months x the number of remaining months in the myTV SUPER Contract Term).**