

Terms & Conditions T&C SH002A
“SmarT Home” – Fixed Term Service Contract

The following terms and conditions are supplemental to the Terms and Conditions for “SmarT Home” (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 “SmarT Home”.

1. Fixed Term Contract

- 1.1 The Customer shall use the following applicable Service Plan for the period specified below (“Term”). The Term shall start from the service effective date.
- 1.2 The registered service address should be a residential address.
- 1.3 The Service will take effect two days after the service installation.

2. Service Plans

2.1 Service Fee (If applicable)

Service Plans	Monthly Fee	Monthly Fee Prepayment	Prepayment Rebate	Monthly Fee after Prepayment Rebate	Term
SmarT Comfy Home - Lighting Control Solution	HK\$828	HK\$3,600	HK\$150	HK\$678	24 Consecutive Months
SmarT Comfy Home - Lighting Control Solution Plus	HK\$1,128	HK\$3,600	HK\$150	HK\$978	24 Consecutive Months
SmarT Comfy Home - Appliance Control Solution	HK\$828	HK\$3,600	HK\$150	HK\$678	24 Consecutive Months
SmarT Monitoring Home Solution	HK\$328	HK\$3,600	HK\$150	HK\$178	24 Consecutive Months

- 2.2 One time on-site provision and service installation are included in the service fee. Service installation should be completed within 90 days after service subscription.
- 2.3 Customer can enjoy telephone enquiry service and two times on-site service maintenance during the Term.
- 2.4 Customer is required to make a prepayment of HK\$3,600 upon subscription. (If applicable)
- 2.5 Customer should settle the monthly fee by credit card payment or bank autopayment.
- 2.6 This Service Plan is charged on a monthly basis. The monthly fee will be charged from service effective date. The monthly charges are payable in advance and non-refundable under whatever circumstances. Customer cannot terminate the Service during the Term.

3. Add-on Purchase Items

- 3.1 The purchase of add-on items should be confirmed at the time of the on-site provision. No cancellation

is allowed after confirmation of the purchase.

3.2 The add-on items purchased by the Customer shall be charged at the first bill.

4. Charges for Cancellation of Service

4.1 If the Customer cancels the Service after the completion of the on-site provision but before the service installation, the Company will charge an on-site provision fee and the relevant hardware fee in such amount as determined by the Company at its sole discretion.

4.2 If the Customer cancels the Service after the completion of the on-site provision and the service installation, the Company will charge an on-site provision fee, service installation fee and the relevant hardware fee in such amount as determined by the Company at its sole discretion.

5. Installation Service

5.1 The installation service is only applicable to the address where the on-site provision is completed. No relocation service shall be provided.

6. Service Warranty

6.1 The service warranty provided by the Company will automatically become invalid under the following circumstances:

- a) the Service and the Equipment have not been used in a fit and proper manner, or;
- b) the Service and the Equipment have been damaged by any misuse, negligence, abnormal power supply and voltage, fire, water, typhoon and/or other natural disaster, or have been subject to any unauthorised alteration, modification or repair or use of defective or incompatible accessories.

7. Payments upon Termination

7.1 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

7.2 The Company shall continue to provide the Service after the expiry of the Term, but the customer hotline service and the on-site maintenance service will cease to be provided by the Company.

7.3 If the Customer requests re-installation of the Service after termination of service, on-site provision and service installation are again required. The Company will charge an on-site provision fee, service installation fee and the relevant hardware fee in such amount as determined by the Company at its sole discretion.

7.4 If the Customer terminates the Service as a result of moving to an address which is not the same as the registered service address, the Customer will be required to honor its obligations until the end of the Term or pay any liquidated damages specified in Clause 7.1

7.5 Upon such termination, all offers, rights and benefits incidental to the Service Plan subscribed by the Customer shall cease immediately.

8. Other Charges

8.1 The installation service is only applicable to the address after completion of the on-site provision. If the Customer requests any on-site provision service after completion of the service installation (except for any error/problem caused by the Company's system, equipment/accessories), the Company shall charge a service fee of HK\$600. If the Customer requests any service installation after completion of the service installation (except for any error/problem caused by the Company's system, equipment/accessories), the Company shall charge a service fee of HK\$3,600 (Lighting or lighting control service is included in the Service)/ HK\$1,400 (Sensing device is included in the Service only) and a hardware fee in such amount as determined by the Company at its sole discretion.

8.2 Customer can enjoy telephone enquiry service and on-site service maintenance for 2 times during the Term. If the Customer requires any extra 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\$600 and a hardware fee in such amount as determined by the Company at its sole discretion.

8.3 If the Customer purchases any add-on items during the Term, on-site provision and service installation are required. The Company shall charge a service fee of HK\$3,600 (Lighting or lighting control service is included in the Service)/ HK\$1,400 (Sensing device is included in the Service only) and a hardware fee in such amount as determined by the Company at its sole discretion.

8.4 The above charges are subject to change from time to time.

9. Service Provider

9.1 The Service is provided by Tronico Technology Company Limited. SmarTone is a reseller of the Service.

9.2 The Company assumes no responsibility for:

9.2.1 The timeliness, deletion, mis-delivery or failure to store any user communications or personalisation settings, or for any damage to customers devices or loss of data that results from using the Service, including but not limited to, the download of any materials, data or information.

9.2.2 The loss to home appliances or any other things of the customer due to the damage of the hardware for whatever reason.

9.3 Customers expressly relieve SmarTone from any all liabilities arising from the access or use of any part of the Service.

9.4 The hardware, application, cloud service and other service available in the Service and the charges of the Service are subject to change at any time without prior notice.

- 9.5 The Company may (i) deactivate or suspend the Service or any part thereof, with or without notice to you, to carry out system, maintenance, upgrading, testing and/or repairs; (ii) limit or suspend your access to any of the Service with or without notice to you if the Company is of the opinion that such action is appropriate as a result of your use of the Service; (iii) take or omit to take any steps, with or without notice to you, if for any reason the Company deems it relevant to the management or the operation of the Service and the Company's business, that may expand, reduce, modify, suspend, limit, make inaccessible or adversely affect the Service or any part thereof.
- 9.6 Users agree to be bound by the End Users License Agreement of using the Service, which can be found at http://www.tronico.com.hk/files/Terms_of_Use.pdf.
- 9.7 Limitation of Liability
The Company shall under no circumstances be liable whether in contract, tort, statute or otherwise (including but not limited to negligence, breach of contract and defamation) for any special, direct, indirect or consequential loss or damage (including but not limited to loss of revenue, loss of data or goodwill) which is suffered, sustained or incurred by the Customer, or any person (directly or indirectly) arising from or relating to the Service.
10. If any dispute arises, the Company's decision shall be final.