

<b>Terms &amp; Conditions T&amp;C WB002C</b> <b>Smartone Home 5G Broadband Services – Fixed Term Service Contract</b>
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The following terms and conditions are supplemental to the Terms and Conditions for Smartone's "Home 5G Broadband Services" (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 Smartone's Home 5G Broadband Services ("Services").

## **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 Services will take effect on the service connection date.

## **2. Service Plans and 5G Broadband Device Rental Service ("Services Plan")**

- 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 subscription address is at designated residential area with no provision of 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 Services;
    - ii. if the Customer changes the address/ the registered name for the Services;
    - iii. if the Customer changes the monthly fee as specified in the Sales and Services Agreement;
    - iv. if the Services 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 Services will continue to be provided to the Customer after the expiry of the Term and such service will be charged at the prevailing service plan at the time on the expiry date of the Term.

## 2.6 Delay Activation of Service

- a) The arrangement is only applicable to designated Service Plan.
- b) Customer can choose the Service commencement date for the applicable Service Plan during service registration, provided that this date is within 60 days after collection of equipment/successful installation. Monthly charges for the Service Plan will start from the Service commencement date.
- c) If the Customer terminates/disconnects the Service for whatever reason after collection of equipment/installation and before the Service commencement date, the Customer shall pay the Company liquidated damages specified in Clause 4.1.
- d) If the Customer terminates the Service as a result of moving to an area without the Company's service coverage before the service commencement date, 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 must return the leased equipment to the company in the same condition as when it was delivered to the customer, except for normal wear and tear. If the customer fails to return the leased equipment, or if the leased equipment is damaged when returned, the customer must indemnify the company for all losses and damages to the leased equipment on a full indemnity basis (including the company's appointment of any agent for the recovery of the leased equipment cost).

## 2.7 Trial & Return Guarantee after Service Activation

- a) Customer who register the Services for the first time is entitled to a 7-day Trial & Return Guarantee period commencing from the service activation date ("Service Activation Date") of the designated service plan of the Services (Not eligible for selected promotion plans). The Customer may cancel the Service Plan(s) within the Trial & Return Guarantee period by written notice.
- b) If the Services of a Service Plan is cancelled during the Trial & Return Guarantee period, other service(s) included in the same Service Plan and any other service plan(s) or value-added service(s) subscribed together on the same application will also be cancelled, except for the purchased optional accessories. The Customer will not be required to pay any liquidated damages specified in Clause 4.1.
- c) If the Customer cancels the Equipment Rental/Service(s)/Service Plan(s) within the Trial & Return Guarantee period, the Customer shall pay the following amounts: (i) special monthly fee calculated on a pro rata basis according to the number of days of the Equipment Rental/Service(s)/Service Plan(s) used; (ii) charges of any value added service based on actual usage before termination; and (iii) charges for purchasing optional accessories. Charges paid in advance are non-refundable.
- d) Relocation or/ and reconnection for the Services is not entitled for the Trial & Return Guarantee.

2.8 If the Customer relocates the Services to another residential address during the Term, the Company shall use its reasonable efforts to provide the Services at the new relocated address.

### 3. Prepayment (For 5G Broadband Device Rental Service only)

Prepayment of HK\$1,500 for "5G Broadband Device Rental Service" is waived if Customer uses selected payment method. If the Customer changes the payment method to a non-selected payment method during the contractual period, the Customer has to pay prepayment of HK\$1,500 for "5G Broadband Device Rental Service". The prepayment shall be rebated to the customer's account by installments within 24 months.

### 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 Services;
  - b) if the Customer changes the registered name for the Services;
  - c) if the Customer changes the monthly fee as specified in the Sales and Services Agreement;  
or
  - d) if the Services and/or related services are terminated/disconnected for whatever reason (other than termination of Service as specified in Clause 2.6(d), Clause 2.7(b) and Clause 4.2).

4.2 If the Customer terminates the Services 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 and payable shall be the sum of the following amounts : (i) (if applicable) list price (as determined by the Company) of premium enjoyed by the Customer multiply by remaining months of the Term; and (ii) (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.

### 5. Others

- 5.1 The Services are applicable to the specific equipment or devices approved by the Company, for details: <https://www.smartone.com/other/english/smartonejetfaq.pdf> .