

Terms & Conditions T&C WB004K Smartone Home 5G Broadband Device Rental Services – Fixed Term

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) made between Smartone Mobile Communications Limited ("the Company") and the Customer.

1. Fixed Term Contract

1.1 The Customer shall use Smartone Home 5G Broadband Device Rental Services ("**Service Plan**") with the designated Home 5G Broadband service plan for the period specified in the Sales and Services Agreement ("**Term**"). The Term shall start from the service effective date specified in the Sales and Service Agreement.

2. Service Plan

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

2.2 The Service Plan is only applicable to Customer who has subscribed the designated Home 5G Broadband service plan.

2.3 Deposit Amount

- a) Customer shall pay the deposit in such amount as required for the model of Home 5G Broadband Device ("Device") selected by Customer. Customer is required to return the Device within 14 days from termination of Service Plan. The deposit will be refunded in full upon return of Device in good workable condition.
- b) Deposit may be waived if the Customer selects designated payment method for the Service Plan. If Customer changes to non-designated payment method during the Term, the waiver will be withdrawn and customer will be required to pay the deposit.
- c) The Company shall have the right to forfeit the deposit and/or deduct such amount as liquidated damages for the loss and damages suffered by the Company arising out of or in connection with any misuse, negligence, willful damage, or damage caused by the Customer.

2.4 Rebate

- a) Rebate amount shall be credited to the Customer in accordance with the arrangement specified in the Sales and Services Agreement or Supplemental Agreement to the Sales and Services Agreement (if any).
- b) Rebate amount will be credited to the monthly bill of the Customer's Account.
- c) Rebate amount cannot be refunded or exchanged for cash.
- d) No interest shall be payable to the Customer on the Rebate Amount.
- e) The Customer shall not be entitled to the Rebate Amount or any balance thereof upon the occurrence of any of the following events:

- i. if the Customer changes the Service Plan;
- ii. if the Customer changes the registered name for the Service Plan;
- iii. if the Services and/or related services are terminated/disconnected for whatever reason.

2.5 The Service Plan is charged on a monthly basis. All fees are payable in advance and non-refundable under whatever circumstances.

2.6 Unless otherwise specified by the Customer, the Services will continue to be provided to the Customer after the expiry of the Term at the prevailing fee rate.

2.7 Trial & Return Guarantee

a) Customer who registers the Service Plan for the first time shall be entitled to a 7-day Trial & Return Guarantee period commencing from the service activation date ("Service Activation Date"). The Trial & Return Guarantee is only applicable to the Service Plan with same effective date as Home 5G Broadband service plan. The Customer should contact the service hotline 2155 3321 to cancel the Service Plan and make arrangement to return the Device within the 7-day Trial & Return Guarantee period.

b) Upon success cancellation of Service Plan within the 7-day Trial & Return Guarantee period, Customer is entitled to a refund upon return of Device in good workable condition to the Company.

c) Customer is entitled to the Trial & Return Guarantee once only for each subscription.

2.8 Customer can enjoy maintenance service of rented Device during the Term. If the Device is damaged due to human-damage /accident / improper use, or required repair due to certain reasons, Customer may need to pay a full maintenance fee at current rate. For details of charges, please refer to <https://www.smartone.com/other/english/smartonejetfaq.pdf>.

2.9 Within 14 days upon termination of the Service Plan, the Customer should contact service hotline 2155 3321 to register for Device return and bring all Device from the Company to designated locations (please refer to <https://www.smartone.com/other/english/smartonejetfaq.pdf>) . If the Customer fails to return the Device or any part thereof is damaged (due to human-damage /accident / improper usage) upon return, the Company will charge Customer maintenance fee at current rate.

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 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;
- d) if the Services and/or related services are terminated/disconnected for whatever reason; or
- e) if the related Home 5G Broadband service are terminated/disconnected for whatever reason.

4. Others

4.1 The Service Plan is only applicable to the specific devices. Please visit <https://www.smartone.com/other/english/smartonejetfaq.pdf> for details.

5. General Conditions

5.1 The Service plan is subject to the General Conditions of Service of Smartone Communications Limited, which will be revised from time to time without prior notice. The General Conditions are published at <http://www.smartone.com>.