

Terms & Conditions T&C N006 Fibre Broadband and HomeTel Services – Fixed Term Service Contract

The following terms and conditions are supplemental to the Terms and Conditions for Fibre 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 and shall form an integral part of the Terms and Conditions of Fibre Broadband 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 Fibre Broadband Services (“the Service”) and the HomeTel Services will take effect one day after the service installation.

2. Service Plans

2.1 Great Value Price

Service	Great Value Price	Term
HomeFibre 500	HK\$208 Monthly Plan	24 consecutive months
HomeFibre 1000	HK\$248 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
- b) No first time installation fee is required.

2.2 Switch-in Offer

- a) Customer who accepts Switch-in Offer is entitled to up to 6 free service months provided the total Term will be
 - (1) number of free service months plus
 - (2) 24 months and
 - (3) the number of months equivalent to the free service months taken.
 For example, if a customer opts in for 3 free service months, the total Term will be 30 months

(3 free service months + 24 months + 3 months contract extension due to the offer of free service months = 30 months in total).

- b) The monthly service fee waiver cannot be returned or exchanged for cash.
- c) The Company may request customers to present their existing broadband service contracts or bills with the other operator as verification.
- d) The Company has the final decision on the number of free service months to be offered.

2.3 Super Value Price

Service	Super Value Price
HomeFibre 500	HK\$168 Monthly Plan
HomeFibre 1000	HK\$198 Monthly Plan

- a) Super Value Price is calculated based on Great Value Price minus the cash bonus for the respective service plans. The cash bonus for HomeFibre 500 and HomeFibre 1000 are \$40/month and \$50/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") will be eligible for the Super Value Price in place of the Great Value 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 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 is active. Cash bonus will be credited to the monthly bill. If the designated Mobile Monthly Plan 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 Great Value Price. The Company will check the account status of the designated Mobile Monthly Plan on every bill date of the Service to determine whether Super Value Price or the Great Value Price will be charged for the Service to the Customer.
- g) One designated Mobile Monthly Plan 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, only the Super Value Price with the higher amount will be given to the Customer.

- i) For customer who has enjoyed the Switch-in Offer, the cash bonus (as described in Clause 2.3(a)) will take effect after the end of the free service months.

- 2.4 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 7 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.
- 2.5 The Service Plan is charged on a monthly basis. The monthly charges for the first month will be charged on a non 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.
- 2.6 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. HomeTel Services (Optional Bundle Service with Fibre Broadband Services)

The following terms and conditions are supplemental to the Terms and Conditions for HomeTel Services (copies of those conditions are available upon request at SmarTone stores/hotline or retrieved from website www.smartone.com) and shall form an integral part of the Terms and Conditions of HomeTel Services.

3.1 Price Plan

Service	Monthly Fee	Term
HomeTel	HK\$48	24 consecutive months

- a) A \$200 installation fee will be charged for subsequent HomeTel Services subscribed on or after the service activation date of Fibre Broadband Services.
- b) The installation address of the HomeTel Services must be the same as the installation address of the Fibre Broadband Services.
- c) HomeTel Services bundled with free value-added service includes caller display, call waiting, conference call and block-the-blocker.
- d) The HomeTel Services will only be applicable to Customer who subscribes to Fibre Broadband Services at the same account and have successfully installed the Fibre Broadband Services. If the Fibre Broadband Services cannot be installed successfully for whatever reasons, the subscription of the HomeTel Services will be cancelled immediately.
- e) If the Term of HomeTel Services is longer than the Term of Fibre Broadband Services, the Term for Fibre Broadband Services (as described in Clause 2.1/2.2) shall be extended so

that both the expiry date for Fibre Broadband Services and HomeTel Services (as described in Clause 3.1) is the same.

- f) IDD service will become effective on the service commencement date of the HomeTel Services. The calling time and rates of IDD service will be calculated on a per-minute basis according to the Company's call records. Each individual call charge will be rounded up to the nearest 10 cents.

3.2 Switch-in Offer

- a) Customer who accepts Switch-in Offer is entitled to up to 3 free service months provided the total Term will be
 - (1) number of free service months plus
 - (2) 24 months and
 - (3) the number of months equivalent to the free service months taken.
 For example, if a customer opts in for 3 free service months, the total Term will be 30 months (3 free service months + 24 months + 3 months contract extension due to the offer of free service months = 30 months in total).
- b) The monthly service fee waiver cannot be returned or exchanged for cash.
- c) The Company may request customers to present their existing fixed line service contracts or bills with the other operator as verification.
- d) The Company has the final decision on the number of free service months to be offered.

3.3 Optional Value-Added Services

Call Forwarding	HK\$15 a month
Speed Dial	HK\$15 a month
Block-the-Blocker	HK\$15 a month

4. Deposit

Customer who does not agree to credit card auto-payment or bank account auto-payment is required to pay a deposit of HK\$1,200 for Fibre Broadband Services and/or HK\$600 for HomeTel Services.

5. Advance Payment

Customer is required to pay 1 month monthly fee as advance payment for the Service Plan.

6. Optional Accessories

WiFi Router – charges includes one time installation

1 Unit	HK\$1,000
2 Units	HK\$2,000
3 Units	HK\$3,000
4 Units	HK\$4,000

HomePlug – charges includes one time installation

2 Units	HK\$800
3 Units	HK\$1,100
4 Units	HK\$1,400
5 Units	HK\$1,700

7. 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

F-Secure

	1PC	2PCs	3PCs
Essential edition	HK\$12 a month	HK\$22 a month	HK\$30 a month
Professional edition	HK\$18 a month	HK\$33 a month	HK\$45 a month

8. Payments Upon Termination

8.1 The Customer shall pay the Company liquidated damages [total monthly fee of the Great Value Price + (if applicable) monthly fee of Price Plan for HomeTel Services (both as specified in the Sales and Services Agreement)] x [remaining months in the Term (as described in Clause 2.1 or (where applicable) in Clause 3.1(d))] upon the occurrence of any of the following events before the expiry of the Term:

- a) if the Customer changes the Service and/or HomeTel Services;
- b) if the Customer changes the registered name for the Service and/or HomeTel Services;
- c) if the Customer changes the service number for the Service and/or the telephone number for HomeTel Services;

- d) if the Customer changes the Great Value Price for the Service and/or (if applicable) the Price Plan for the HomeTel Services (both as specified in the Sales and Services Agreement); or
- e) if the Service and/or HomeTel Services and/or related services are terminated/disconnected for whatever reason (other than termination of Service as specified in Clause 8.4 below).

- 8.2 If the Customer terminates the Service during the first 6 months, the Customer shall pay the Company a HK\$680 handling charge in addition to the liquidated damages specified in Clause 8.1.
- 8.3 If the Customer requests re-installation of the Service and/or the HomeTel Services (if applicable) 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.
- 8.4 If the Customer terminates the Service and/or the HomeTel Services (if applicable) 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 8.1 but the Customer shall settle all outstanding monies for the Service and/or the HomeTel Services (if applicable) in the account. Upon such termination, all offers, rights and benefits incidental to the Service Plan and Price Plan for the HomeTel Services (if applicable) subscribed by the Customer shall cease immediately.
- 8.5 Upon termination of the Service and/or HomeTel Services, the Customer must return all equipment (if applicable) provided by the Company to SmarTone's stores within fourteen (14) days. 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 and/or (iv) HK\$ for HomeTel Box and/or (v) HK\$100 HomeTel Box Adaptor and/or (vi) HK\$50 for HomeTel Cable; or (vii) HK\$1,650 for full set of Optical Network Terminal, Adaptor and Fibre Patch Cord; or (viii) HK\$850 for full set of HomeTel Box, Adaptor and Cable; or (ix) such other charges at such rates as specified by the Company from time to time.

9. Other Charges

- 9.1 If the Customer requires re-installation of the Service and/or HomeTel Services (if applicable) 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.
- 9.2 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 per each service or such amount as determined by the Company at its sole discretion.

9.3 Designated service messages (including monthly bill statement via SMS) to non SmarTone mobile number will be charge HK\$1 per SMS.