

Copies of Terms and Conditions are available upon request at SmarTone Stores or by calling 24-hour hotline or retrieved from web site [www.smartone.com](http://www.smartone.com).

Terms & Conditions T&C B04E

(Fixed Broadband Services and Fixedline Telephone Services - Fixed Term Service Contract - Fubon Credit Card One Month Free Offer)

1) **Deposit**

- a) Customer who does not agree to credit card auto-payment is required to pay \$1,200 deposit.

2) **Bundled Plan for Fixed Broadband Services and Fixedline Telephone Services (collectively “Services”) –Fubon Credit Card One Month Free Offer**

- a) The Fixed Broadband Services is subject to the General Conditions of Service of SmarTone Communications Limited (“the Company”). Please refer to T&CB01-03 published at <http://www.smartone.com>.

b) Bundled Service Plan

Residential Plan	\$148 / month
Business Plan	\$238 / month

If the registration address which the Customer registers the Fixed Broadband Services is a commercial premises (as determined by the Company), the Customer is required to subscribe or deemed to have subscribed to the above Business Plan.

c) Fubon Credit Card one month free offer

- i) This offer is only applicable to Customer who agrees to credit card auto-payment with Fubon Credit Card only. This must be a first time service subscription during the promotional period (as specified by the Company) for the Customer. The Customer must produce and apply credit card auto-payment with Fubon Credit card upon service subscription.
- ii) The Customer agrees to use the Company’s Services for 25 months (“Fixed Term”) from the date of service activation.
- iii) The Company will rebate the monthly fee amount \$148 for Home Broadband and phone service plan or \$238 for Business Broadband and phone service plan (‘Rebate’) once into the Customer’s account in the 25<sup>th</sup> month of the Fixed Term.
- iv) The Rebate cannot be exchanged for cash.
- v) The Customer shall not be entitled to the Rebate and shall pay the Company liquidated damages (Monthly fee x remaining months in the Fixed Term or \$800, whichever is higher) upon the occurrence of any of the following events before the expiry of the Fixed Term:
- if the Customer changes the Fixed Broadband Services or Fixedline Number;
  - if the Customer changes the registered name for the Fixed Broadband Services or Fixedline Number;
  - if the Customer changes the selected service plan; or

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- if the Customer's Fixed Broadband Services and/or Fixedline Telephone Services and related services are terminated/disconnected for whatever reason.

d) The Customer will be assigned a new fixedline number before the port in of the Fixedline Number for the use of the Company's Services. After the Fixedline Number has been successfully ported in to the Company's Services, the new fixedline number will be returned to the Company and the port in Fixedline Number will be used for the Company's Services.

**3) Bundled Plan for Fixed Broadband Services and Fixedline Telephone Services (collectively "Fixed Broadband Services") and Fax Service**

a) The Fax Service is subject to the Terms and Conditions for Fax Service of SmarTone Communications Limited ("the Company"). Please refer to T&C B05 published at <http://www.smartone.com>.

b) The below Fax Service Plan is only available to Customers who have subscribed the Fixed Broadband Services and Fixedline Telephone Services Plan ("Fixed Broadband Services Plan").

c) Fax Service Plan

**Smart Duplex Plan (only available with Residential Plan)**

Monthly fee	Term
\$28	25 months

**Standalone Plan**

Monthly fee	Term
\$68	25 months

d) The Customer shall subscribe to the Fax Service Plan for 25 months from the service effective date.

e) If the Customer subscribes the Fax Service Plan at the same time of subscription of the Fixed Broadband Services Plan, the 25 months fixed term for both the Fax Service Plan and the Fixed Broadband Services Plan shall start from the service effective date of both the Fixed Broadband Services Plan and the Fax Service Plan. If the Customer subscribes the Fax Service Plan after Customer has already subscribed the Fixed Broadband Services Plan, a new 25 months fixed term applicable to the Fax Service Plan and Fixed Broadband Services Plan shall supersede the existing Fixed Term for the Fixed Broadband Services Plan. The new 25 months fixed term shall start from the service effective date of the Fax Service Plan. The 25 months fixed term for the Fax Service Plan and the Fixed Broadband Services Plan is hereinafter referred to as "Fixed Broadband and Fax Service Term".

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- f) The Customer shall pay the Company liquidated damages (total monthly fee for Fixed Broadband Services Plan plus Fax Service Plan x remaining months in the Fixed Broadband and Fax Service Term or \$800, whichever is higher) upon the occurrence of any of the following events before the expiry of the Fixed Broadband and Fax Service Term:
- if the Customer changes the Fixed Broadband Services or Fax Service number;
  - if the Customer changes the registered name for the Fixed Broadband Services or Fax Service Number;
  - if the Customer changes the selected service plan; or
  - if the Customer's Fixed Broadband Services and/or Fax Service and related services are terminated/disconnected for whatever reason.
- g) Where the Customer has registered an account with the Company's affiliate, SmarTone Mobile Communications Limited for mobile telephone services ("Mobile Account"), the Customer can request the Company to consolidate the Mobile Telephone Account with the Fixed Broadband Account into one for payment settlement arrangement.