

**Terms & Conditions T&C B04T**  
**(Wireless Fixed Broadband Services - Fixed Term Service Contract)**

1) **Wireless Fixed Broadband Services (“Services”)**

a) The Wireless 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 [smartone.com](http://smartone.com).

b) Term

The Customer is required to subscribe to the Wireless Fixed Broadband Services for 24 months (“Term”) for the service effective date.

c) Service Plan

i) The Customer shall use the following applicable Service Plan as specified in the Sales and Services Agreement during the Term:

Service Plan	Residential Plan	Business Plan
Broadband and Phone	\$148 Monthly Plan (8GB data usage per month)	\$238 Monthly Plan (8GB data usage per month)

If the Customer changes the registration address (“New Registration Address”) of the Services during the Term and the New Registration Address is a commercial premises (as determined by the Company), the Customer is required to subscribe or deemed to have subscribed to the Business Plan (\$188 / \$238) for the remaining Term. If the Customer has also subscribed a fax service for the Term, the Customer is deemed to have also subscribed to the Business Fax Plan (\$68) for the remaining Term.

ii) Whenever the data usage of the Customer under the relevant Service Plan nearly reaches the specified data usage (“Specified Data Usage”) the Company will notify the Customer by SMS of his data consumption. The Customer may by return SMS purchase a top-up of 1GB at \$100 (“Top Up”) for usage of data for the remaining period of that month. If the Customer does not wish to purchase the Top Up, data service under the relevant Service Plan will be automatically suspended when the Customer’s data usage reaches the Specified Data Usage. Customer may purchase the Top Up at that time or wait until the beginning of the next monthly bill for the new Specified Data Usage allowance under the relevant Service Plan.

d) Extra 2GB data usage per month (“2GB data usage”)

Selective Customer who subscribe to \$138 or above Integrated Voice and Data Plan under Mobile Telephone Services with SmarTone Mobile Communications Limited can enjoy a free 2GB data usage per month during the Term. The Customer’s registered name of the Mobile Telephone Service must be the same as the name registered for Wireless Fixed Broadband Service. The Customer shall not be entitled to 2GB data usage upon the occurrence of any of the following events:

- i) if the Customer changes the Services or the telephone number;
- ii) if the Customer changes the registered name for the Services;
- iii) if the Customer changes the Service Plan as specified in Sales and Services Agreement; or
- iv) if the Services and/or related services are terminated/disconnected for whatever reason.

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e) Deposit

Customer who does not agree to credit card auto-payment or bank account auto-payment is required to pay deposit.

- \$1,200 for Broadband and Phone Service Plan

f) Advance Payments:

Customer is required to pay 1 months' monthly fee as advance payment for the below selected plan. Monthly fee calculated on pro rata basis from the service activation date to the bill date plus advance payment of the next monthly fee.

- Broadband and Phone Service Plan (Residential Plan)
- Broadband and Phone Service Plan (Business Plan)

g) The Customer will be assigned a new telephone 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 into the Company's Services, the new telephone number will be returned to the Company and the port in Fixedline Number will be used for the Company's Services.

h) The Customer shall pay the Company liquidated damages (total monthly fee of the Service Plan as specified in the Sales and Services Agreement x remaining months in the Term or \$800, whichever is higher) upon the occurrence of any of the following events before the expiry of the Term:

- i) if the Customer changes the Services or the telephone number;
- ii) if the Customer changes the registered name for the Services;
- iii) if the Customer changes the Service Plan as specified in Sales and Services Agreement; or
- iv) if the Services and/or related services are terminated/disconnected for whatever reason.

i) The Services supports usable download speeds typically 2 to 6 Mbps and upload speeds typically 500kbps to 2 Mbps. Usable connection speeds can vary due to factors such as relative position between the Customer and the base station, download server source, Internet traffic conditions, number of users, computer hardware, software and other factors that may arise.

**2) Data Services for Wireless Fixed Broadband Services ("Data Services")**

a) The data usage on Wireless Fixed Broadband Services includes Internet browsing, watching videos on the Internet, file upload/download, VoIP, instant messaging and Wi-Fi sharing the connection with others.

b) The Data Services shall not be used under any one of the following circumstances, including but without limitation (i) using the Data Services in any manner which adversely affects the Company's ability to provide, complete or maintain the level or quality of its network or other services; and (ii) in any manner which is designed to cause loss or damage to the Company such as using the Data Services for commercial purposes or reselling the Data Services.

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- c) The Company will ensure the system resources of the Company's telecommunications network ("Network") is equitably allocated amongst users ("Users") of the Data Services. If the Customer fails to comply with any of the prohibitions specified in Clause 2(b)(i); or upon the occurrence of any one or more of the circumstances specified in Clause 2 (b)(i); or if in the reasonable opinion of the Company, the Customer's use of the Data Services adversely effects the Company's ability to provide, complete or maintain the level or quality of its Network or other services to the Users or to cause loss or damage to the Company, the Company may forthwith take such steps it considers reasonably necessary or appropriate including but not limited to restricting or limiting the throughput or amount of data transferred without notice. Details of the traffic management control are available in the Company's website [smartone.com](http://smartone.com).
  
- d) If the Customer fails to comply with any of the prohibitions specified in Clause 2(b) (ii); or upon the occurrence of any one or more of the circumstances specified in Clause 2(b)(ii); or if in the reasonable opinion of the Company, the Customer's use of the Data Services cause loss or damage to the Company, the Company may forthwith take such steps it considers reasonably necessary or appropriate including but not limited to restricting or limiting the throughput or amount of data transferred, suspending or terminating the Data Services to the Customer without notice.

**3) Wireless Fixed Broadband Services ("Services") and Fax Service (if applicable)**

- 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 [smartone.com](http://smartone.com).
  
- b) The below Fax Service Plan is only available to Customers who have subscribed the Broadband and Phone Service Plan.
  
- c) The Customer shall use the following applicable Fax Service Plan as specified in the Sales and Services Agreement for 24 months:

<b>Fax Plan</b>	<b>Monthly Plan</b>
Smart Duplex Plan	\$28 Monthly Plan      Only available with Residential Plan
Standalone Plan	\$68 Monthly Plan

- d) If the Customer subscribes the Fax Service at the same time of subscription of the Services the 24 months term for both the Fax Service and the Services shall start from the service effective date of both the Services and the Fax Service. If the Customer subscribes the Fax Service after Customer has already subscribed the Services, a new 24 months term applicable to the Fax Service and the Services shall supersede the existing term for the Services. The new 24 months term shall start from the service effective date of the Fax Service. The 24 months term for the Fax Service and the Services is hereinafter referred to as "Wireless Fixed Broadband and Fax Service Term".

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- e) The Customer shall pay the Company liquidated damages (total monthly fee for the Services plus the Fax Service under the applicable Service Plan as specified in the Sales and Services Agreement x remaining months in the Wireless 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 Wireless Fixed Broadband and Fax Service Term:
  - i) if the Customer changes the Services or Fax Service number;
  - ii) if the Customer changes the registered name for the Services or Fax Service Number;
  - iii) if the Customer changes the Service Plan as specified in the Sales and Services Agreement; or
  - iv) if the Services and/or Fax Service and related services are terminated/disconnected for whatever reason.
  
- 3) 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 Wireless Fixed Broadband Service Account into one for payment settlement arrangement.
  
- 4) Designated service messages (including monthly bill statement via SMS) to non SmarTone mobile number will be charge \$1 per SMS.