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| <b>Terms &amp; Conditions T&amp;C N004WJ</b><br><b>“ST Fibre Broadband” – Fixed Term Service Contract</b> |
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The following terms and conditions are supplemental to the Terms and Conditions for “ST Fibre Broadband” (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 “ST Fibre Broadband”.

**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 Service will take effect one day after the service installation.

**2. Service Plans**

2.1 Standard Price

| Service                  | Standard Price       | Term                  |
|--------------------------|----------------------|-----------------------|
| Home Basic Broadband 100 | HK\$168 Monthly Plan | 24 consecutive months |
| HomeFibre 500            | HK\$178 Monthly Plan | 24 consecutive months |
| HomeFibre 1000           | HK\$198 Monthly Plan | 24 consecutive months |

- a) WiFi service is only applicable at the Company’s designated wireless hotspots, for details, pls visit [www.smartone.com](http://www.smartone.com)
- b) No first time installation fee 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
  - (i) number of free service months; plus
  - (ii) 24 months

For example, if a customer opts in for 6 free service months, the total Term will be 30 months (6 free service months + 24 months = 30 months in total). All the free months will be on 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup> months of the Term.

- b) The monthly service fee waiver cannot be returned or exchanged for cash.
- c) The Company may request the Customer to present his 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

| <b>Service</b>           | <b>Super Value Price</b> |
|--------------------------|--------------------------|
| Home Basic Broadband 100 | HK\$148 Monthly Plan     |
| HomeFibre 500            | HK\$158 Monthly Plan     |
| HomeFibre 1000           | HK\$178 Monthly Plan     |

- a) Super Value Price is calculated based on Standard Price minus the cash bonus for the respective service plans. The cash bonus for Home Basic Broadband 100, HomeFibre 500 and HomeFibre 1000 is \$20/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") or HomePhone+ ("HomePhone+") will be eligible for the Super Value Price in place of the Standard 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; for HomePhone+, the Service and the HomePhone+ should be registered with same HKID. 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 or HomePhone+ is active. Cash bonus will be credited to the monthly bill. If the designated Mobile Monthly Plan or HomePhone+ 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 Standard Price. The Company will check the account status of the designated Mobile Monthly Plan or HomePhone+ on every bill date of the Service to determine whether Super Value Price or the Standard Price will be charged for the Service to the Customer.
- g) One designated Mobile Monthly Plan or HomePhone+ 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 or HomePhone+, 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.

## 2.7 Free Three Months Offer

a) This offer is only applicable to Home Basic Broadband 100.

b) The offer can be used in conjunction with Switch-in Offer described in Clause 2.2.

c) The free service months of this offer are 3<sup>rd</sup>, 6<sup>th</sup>, 9<sup>th</sup> month after the free months of the Switch-in Offer.

For example, if a customer opts in for 6 free service months, the total Term will be 30 months (6 free service months + 24 months = 30 months in total). All the free months will be on 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 9<sup>th</sup>, 12<sup>th</sup>, 15<sup>th</sup> months of the Term.

d) No cash bonus will be credited on the free service months.

e) All monthly service fee waivers are not transferable and exchangeable for cash.

f) The offer is subject to change from time to time.

## 2.8 Delay Activation

a) The arrangement is only applicable to designated plans.

b) Customer must activate the service within 180 days after successful installation.

c) Customer is required to pay a HK\$500 prepayment. The prepayment will be rebated to customer's bill after service is started.

d) The prepayment will be forfeited if customer cancels the service after installation but before service is started. The prepayment will be refunded if the installation is unsuccessful.

### 3. 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 “Home Fibre 500” and “Home Fibre 1000” and/or HK\$600 for “HomeTel”. Depending on resources availability, some Home Basic Broadband 100 need to use Fiber-to-the-home technology, the Customer would be required to pay the above deposit.

### 4. Advance Payment

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

### 5. Optional Accessories

WiFi Router – charges includes one time installation

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

### 6. 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 |

### 7. Payments Upon Termination

7.1 The Customer shall pay the Company liquidated damages (total monthly fee of the 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 Service;
- b) if the Customer changes the registered name for the Service;
- c) if the Customer changes the Monthly fee as specified in the Sales and Services Agreement; or
- d) if the Service and/or related services are terminated/disconnected for whatever reason (other than termination of Service as specified in Clause 7.4 below).

7.2 If the Customer terminates the Service during the first 365 days, the Customer shall pay the Company a HK\$680 handling charge in addition to the liquidated damages specified in Clause 7.1.

- 7.3 If the Customer requests re-installation of the Service 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.
- 7.4 If the Customer terminates the Service 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 7.1 but the Customer shall settle all outstanding monies in the Service account. Upon such termination, all offers, rights and benefits incidental to the Service Plan subscribed by the Customer shall cease immediately.
- 7.5 Upon termination of the Service and/or "HomeTel" , the Customer must return all equipment (if applicable) provided by the Company to SmarTone's stores within fourteen (14) days. (Applicable to HomeFibre 500 & HomeFibre 1000). 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. Depending on resources availability, some Home Basic Broadband 100 need to use Fiber-to-the-home technology, these terms and conditions will apply to the Customer.

## 8. Other Charges

- 8.1 If the Customer requires re-installation of the Service 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.
- 8.2 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 or such amount as determined by the Company at its sole discretion.
- 8.3 Designated service messages (including monthly bill statement via SMS) to non SmarTone mobile number will be charge HK\$1 per SMS.

## 9. Entertainment Pack (Optional Bundle Service with "ST Fibre Broadband" )

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

### 9.1 Service Plans

| Service                             | Monthly | Contract Term         |
|-------------------------------------|---------|-----------------------|
| 12-month Le VIP membership          | HK\$28  | 12 consecutive Months |
| 24-month Le VIP membership          | HK\$35  | 24 consecutive Months |
| 24-month LeSports Super Sports Pack | HK\$140 | 24 consecutive Months |

9.2 ST FibreBroadband Customer who subscribes HomeTel Service will get “12-month Le VIP membership” for free for 24 months (“Contract Term”). This free offer cannot be used simultaneously with “24-month Le VIP membership” or “24-month LeSports Super Sports Pack”.

9.3 “12-month Le VIP membership” / “24-month Le VIP membership” / “24-month LeSports Super Sports Pack” (hereinafter referred to “LeEco Package”)

a)

| 12-month Le VIP membership  | 24-month Le VIP membership   | 24-month LeSports Super Sports Pack  |
|---|--|--|
| <ul style="list-style-type: none"> <li>Le TV Box (4K Standard Edition)</li> <li>12-month Le VIP membership</li> <li>4 TVOD vouchers</li> <li>6 months 4K service</li> </ul> | <ul style="list-style-type: none"> <li>Le TV Box (4K Standard Edition)</li> <li>24-month Le VIP membership</li> <li>4 TVOD vouchers</li> <li>24 months 4K service</li> </ul> | <ul style="list-style-type: none"> <li>Le TV Box (4K Standard Edition)</li> <li>24-month Le VIP membership</li> <li>4 TVOD vouchers</li> <li>24 months 4K service</li> <li>24-month LeSports Super Sports Pack (include 2016/17 and 2017/18 seasons of Premier League packages)</li> </ul> |

- b) “LeEco Package” will enjoy LeEco (HK) content on the hottest in TV dramas from around the world, Hollywood blockbusters, entertainment, animation, factual TV, music programming and much more, featuring over 1,000 hours of 4K content and over 20,000 hours of entertainment programs (excludes content with additional charges). For content information, please visit LeEco (HK) website [www.LeMall.com](http://www.LeMall.com) for latest content information (Content shall be updated from time to time).
- c) 4 TVOD vouchers is valid for 3 months and is subject to terms and conditions. For use and date of commencement of effective period of the TVOD vouchers, please visit LeEco(HK) website [www.LeMall.com](http://www.LeMall.com) for details.
- d) Customers are responsible for renewal of their LeEco Package.
- e) Content is provided by LeEco(HK), for detail please visit LeEco (HK) website [www.LeMall.com](http://www.LeMall.com).
- f) The Customer understands that enjoyment of 4K service plan that is included with the premium is contingent on 4K content and the respective hardware, including but not limited to 4K compatible televisions or projectors.
- g) Le TV Box (4K Standard Edition) and the LeEco Package is for personal use only, and strictly prohibited for commercial use and is subject to the respective terms and conditions.
- h) During activation of the Le TV Box (4K Standard Edition), the Customer will be required to

provide his/her personal information. For the latest information on LeEco's privacy policy, please visit [www.LeMall.com](http://www.LeMall.com).

- i) The LeEco Package will commence upon activation of Le TV Box (4K Standard Edition). If the Customer wishes to continue using LeEco Package after the 24 months period, please refer to the latest membership offers and prices available through LeEco(HK).
- j) If Customer wishes to obtain the latest information about content offerings, please visit LeEco (HK) website [www.LeMall.com](http://www.LeMall.com) (content shall be updated from time to time).
- k) In case of any dispute relating to the Le TV Box (4K Standard Edition) and/or the LeEco Package, decision of LeEco (HK) shall be at LeEco (HK)'s sole discretion and final and conclusive.

#### 9.4 Le TV Box (4K Standard Edition) stock arrangement

- a) The Customer is responsible for installing and activating the Le TV Box (4K Standard Edition) and the LeEco Package on or before the expiry date. The Company is not responsible for this.
- b) The Customer understands that the Company is not the supplier of Le TV Box (4K Standard Edition) or the LeEco Package. Any dispute relating to the box or content should be directly resolved by the Customer with LeEco (HK). The Company has no liability whatsoever in this regard.
- c) In the event that the Le TV Box (4K Standard Edition) is found to be damaged within 14 days upon receipt, the Customer should bring the unit in its respective packaging together with the customer receipt to SmarTone Customer Centres for replacement. For problems occurring within 1 year of receiving the Le TV Box (4K Standard Edition), Customer should bring the Le TV Box (4K Standard Edition) together with the respective customer receipt to SmarTone Customer Centres for maintenance arrangements (any damage of the Le TV Box (4K Standard Edition) caused by user abuse or misuse are excluded). For more SmarTone Customer Centres information, please visit [http://www.smartone.com/en/privileges\\_and\\_support/support/device\\_support/handset\\_repair.jsp](http://www.smartone.com/en/privileges_and_support/support/device_support/handset_repair.jsp).

#### 9.5 Liquidated Damages

The Customer shall pay the Company liquidated damages (set out below) upon the occurrence of any of the following events before the expiry of the Contract Term:

- i. If the Customer changes the registered name for the ST Fibre Broadband service; or
- ii. If the Customer changes the monthly fee as specified in the Sales and Services Agreement; or
- iii. If the Customer terminates the Service as a result of moving to an area without the Company's service coverage; or
- iv. If the ST FibreBroadband service is terminated/ disconnected for whatever reason.

Liquidated damages shall be as follows:

- For Customer who has selected "12-month Le VIP membership" or "24-month Le VIP membership" or "24-month LeSports Super Sports Pack", liquidated damages would be: **the monthly fee x the number of remaining months in the Contract Term.**
- For Customer who has selected HomeTel Service with free "12-month Le VIP membership", liquidated damages would be: **HK\$399.**