

<b>Terms &amp; Conditions T&amp;C N004WW</b> <b>Fibre Broadband – Fixed Term Service Contract</b>
--

The following terms and conditions are supplemental to the Terms and Conditions for “SmarTone 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 “SmarTone 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 The Customer shall use the Service Plan specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement).

2.2 Service Plan is only applicable to the Customer whose service installation address is at designated residential area with no provision of the Company service within 120 days prior to registration.

### 2.3 Credit Amount

- a) Credit Amount to be rebated to the Customer will be credited to the Customer according to the credit arrangement specified in the Sales and Services Agreement (or Supplemental Agreement to the Sales and Services Agreement).
- b) The Credit Amount 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 Credit Amount cannot be exchanged for cash.
- d) The Company shall not be under any obligation to pay any interest to the Customer on the Credit Amount.
- e) The Customer shall not be entitled to the Credit Amount or any balance thereof upon the occurrence of any of the following events:
  - i. if the Customer changes the Service;
  - ii. if the Customer changes the Service installation address/ the registered name for the Service;
  - iii. if the Customer changes the monthly fee as specified in the Sales and Services Agreement;
  - iv. if the Service and/or related services are terminated/disconnected for whatever reason

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 This Service Plan is charged on a monthly basis. The monthly charges for the first month will be charged on a 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 WiFi service is only applicable at the Company's designated wireless hotspots, for detail, pls visit [www.smartone.com](http://www.smartone.com)
- 2.8 The first basic installation fee HK\$680 waived.
- 2.9 Delay Activation of Service
- a) The arrangement is only applicable to designated plans and not applicable for online subscription.
  - b) Customer can choose the Service commencement date for the applicable Service Plan during service registration, provided that this date is within 365 days after successful installation. Monthly charges for the Service Plan will start from the Service commencement date.
  - c) If the Customer cancels the Service after installation and before the Service commencement date, the Customer shall pay the Company liquidated damages specified in Clause 4.1.
  - d) If the Customer terminates the Service as a result of moving to an area without the Company's service coverage before the service commencement date, 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 4.1 but the Customer shall pay a \$680 handling charge.
- 2.10 Cooling-off Period after Installation
- a) Customer is entitled to a 14-day cooling-off period commencing from the date following the installation date ("Installation Date") of the designated service plan of fibre broadband and/or home telephone. Installation Date refers to the date as set out in the acknowledgment of installation form. If installation of Services are completed on separate dates for the Service Plan(s) subscribed, the cooling-off period shall be deemed to commence on the date of the earliest Installation Date. The Customer may cancel the Service Plan(s) within the cooling-off period by written notice. However, the cooling-off period will immediately cease to apply upon the occurrence the following event: the successful number porting to the Company's home telephone service.
  - b) If the Service of a Service Plan is cancelled during the cooling-off period, other service(s) included in the same Service Plan and any other service plan(s) or value-added service(s) subscribed together on the same application will also be cancelled, except for the purchased optional accessories. The Customer will not be required to pay any liquidated damages specified in Clause 4.1 and \$680 handling charge.
  - c) If the Customer cancels the Service(s)/Service Plan(s) within the cooling-off period, the

Customer shall pay the following amounts: (i) special monthly fee calculated on a pro rata basis according to the number of days of the Service(s)/Service Plan(s) used; (ii) charges of any value added service based on actual usage before termination; (iii) installation fee for the Service(if applicable); and (iv) charges for purchasing optional accessories. Charges paid in advance are non-refundable.

### 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\$440 for “Home Fibre 500” and “Home Fibre 1000” and/or HK\$360 for “HomeTel”. Depending on resources availability, some Home Broadband 100 need to use Fiber-to-the-home technology, the Customer would be required to pay the above deposit.

### 4. Payments Upon Termination

- 4.1 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 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 4.4 below).
- 4.2 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 4.1.
- 4.3 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.
- 4.4 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 4.1 but the Customer shall settle all outstanding monies in the Service account and payable shall be the sum of the following amounts : (i) any installation charge previously waived or any difference between the standard installation fee and installation fee paid; and (ii) (if applicable) list price (as determined by the Company) of premium enjoyed by the Customer multiply by remaining months of the Term. Upon such termination, all offers, rights and benefits incidental to the Service Plan subscribed by the Customer shall cease immediately.
- 4.5 Upon termination of the Service, 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; or (iv) HK\$1,650 for full set of Optical Network Terminal, Adaptor and Fibre Patch Cord; or (v) such other charges at such rates as specified by the Company from time to time. Depending on resources availability, some Home Broadband 100 need to use Fiber-to-the-home technology, these terms and conditions will apply to the Customer.

## 5. Other Charge

- 5.1 If the Customer requires re-installation of the Service due to any change of service installation address, the Company shall charge the Customer an relocation fee as the Company shall stipulate from time to time, price detail: [www.smartone.com/FBBFAQ](http://www.smartone.com/FBBFAQ). The Customer can enjoy one service relocation fee waivers within the contract period. Any unused quotas will be terminated upon the termination of the Services.
- 5.2 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.

## 6. myTV SUPER (if applicable)

### 6.1 myTV SUPER Service

- a) myTV SUPER is provided by TVB.COM LIMITED ("TVB.COM") subject to the terms and conditions in "myTV SUPER Terms of Service". For myTV SUPER Terms of Service ("TOS"), TVB.COM reserves the right to modify any part of the TOS at any time by posting the modified version on [www.mytvsuper.com/en](http://www.mytvsuper.com/en). Unless as otherwise stated, all modifications shall automatically be effective upon posting on the site and shall supersede any previous versions. Subscribers agree to review the TOS on [www.mytvsuper.com/en](http://www.mytvsuper.com/en) regularly to ensure that they are aware of any modifications.
- b) The myTV SUPER Package which includes the myTV SUPER Basic Pack, TVB Premium SVOD, Premium Basic Pack and additional mobile device service are provided by TVB.COM.
- c) Customer understands that the package(s), channel(s) and content(s) included in or available to be subscribed under the myTV SUPER Package may be different from the myTV SUPER available through other channel(s) which are not offered through the Company.
- d) The Customer understands that the Company is not the content provider of the myTV SUPER Package. The channel(s) and content(s) included in the myTV SUPER Package is subject to the announcement of TVB.COM (Please visit [www.mytvsuper.com/en](http://www.mytvsuper.com/en)). The Company shall not be liable for any change and cancellation of any channel(s) and/ or contents.
- e) The Customer must provide accurate and valid mobile number in order to successfully register myTV SUPER Package under the designated Service Plan.
- f) Customer of the myTV SUPER Package must be a subscriber of the Company's designated Service Plan. The Customer is full responsible to manage the myTV SUPER Package account and the relevant information, including customer ID and account password. The Customer is also fully responsible for all the transactions made under the relevant myTV SUPER Package.

- g) The Customer will not be able to obtain/ view any package(s), channel(s) and content(s) included in or separately subscribed by the relevant myTV SUPER Package. If the myTV SUPER Package is terminated or suspended due to the following reasons:
- (i) the Customer terminating the Service Plan before the expiry of the Term; or
  - (ii) termination of Service for whatsoever reason; or
  - (iii) any circumstances beyond the reasonable control of the Company or TVB.COM.

The Company or TVB.COM shall not make any refund or provide replacement under such circumstances.

- h) Any update of the Customer's personal information recorded by the Company does not result in such personal information provided by the Customer being updated at the same time during the registration process of the myTV SUPER Package and vice versa. The Customer should separately contact the Company and login to the myTV SUPER Package account to update the personal information.

## 6.2 myTV SUPER Package stock arrangement

- a) Upon successful registration of Service Plan, the Company will install the myTV SUPER box at the time of the broadband installation. The Company will send the myTV SUPER Package's customer ID and the activation code via SMS to the Customer's registered mobile number at or before 9:00pm one day after the service effective date of the designated Service Plan. The Customer shall register the myTV SUPER Package through myTV SUPER website (<http://reg.mytvsuper.com/en/smc>) and input the customer ID, activation code and the required personal information. Upon successful registration, the Customer can use the myTV SUPER Package customer ID and the password (the password will be the last 4 digits of your registered Mobile Number by default) to activate the myTV SUPER Package set-up box and the service. It is recommended to change password after registration for security reasons.
- b) Customer understands that the 4K high definition program included in the myTV SUPER Package must be supported with relevant hardware including but not limited to 4K TV or player.
- c) Customer understands that if any service in the designated Service Plan is terminated, the myTV SUPER Package and other service(s) will also be terminated. If the broadband service account is suspended for whatever reason, the myTV SUPER Package and other service(s) will also be suspended. The myTV SUPER box and the accessories must be returned to SmarTone stores within 30 days after date of termination of service. Any failure to return on or before the relevant due date or in case of any loss of or damage to the myTV SUPER box or any part thereof, SmarTone will charge the Customer (i) HK\$400 for myTV SUPER box and/or (ii) HK\$80 for Remote and/or (iii) HK\$100 for Adaptor; or (iv) such other charges at such rates as specified by SmarTone from time to time.
- d) 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.
- e) The myTV SUPER box and the accessories will be provided to the Customer for the

provisioning of the myTV SUPER Package for the first 30 months of Service Plan. The myTV SUPER box and the accessories are the service equipment of the Company. The myTV SUPER box and the accessories shall be returned to SmarTone stores within 30 days after the expiration or termination of the 30 months Service Plan. Any failure to return on or before the relevant due date or in case of any loss of or damage to the myTV SUPER box or any part thereof, the Company will charge the Customer (i) HK\$400 for myTV SUPER box and/or (ii) HK\$80 for Remote and/or (iii) HK\$100 for Adaptor; or (iv) such other charges at such rates as specified by the Company from time to time.

- 6.3 The fee for the package(s), channel(s), content(s) or service(s) that may be subscribed by Subscriber separately through myTV SUPER will be set out in the terms and conditions of the specific service. For details, please visit [www.mytvsuper.com/en](http://www.mytvsuper.com/en).