

## **Terms & Conditions T&C N006MK**

### **“Home Tel”– Fixed Term Service Contract (Optional Bundle Service with Fibre Broadband )**

The following terms and conditions are supplemental to the Terms and Conditions for 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 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. “HomeTel” (Optional Bundle Service with Fibre Broadband )**

The following terms and conditions are supplemental to the Terms and Conditions for “HomeTel” (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 “HomeTel”.

##### 2.1 Service Plans

- a) The customer shall use the Service Plans in the Sales and Services Agreement. (or Supplemental Agreement to Sales and Services Agreement).
- b) A \$200 installation fee will be charged for subsequent “HomeTel” subscribed on or after the service activation date of Fibre Broadband.
- c) The installation address of the “HomeTel” must be the same as the installation address of the Fibre Broadband.
- d) “HomeTel” bundled with free value-added service includes caller display, call waiting, conference call and block-the-blocker.
- e) The “HomeTel” will only be applicable to Customer who subscribes to Fibre Broadband at the same account and have successfully installed the Fibre Broadband. Each Fibre Broadband account is entitled to one “HomeTel”. If the Fibre Broadband cannot be installed successfully for whatever reasons, the subscription of the “HomeTel” will be cancelled immediately.

- f) IDD service will become effective on the service commencement date of the “HomeTel”.

## 2.2 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 Fibre Broadband and/or “HomeTel”;
  - ii. if the Customer changes the Service installation address/ the registered name for Fibre Broadband and/or “HomeTel”;
  - iii. if the Customer changes the Monthly fee for Fibre Broadband and/or (if applicable) the Price Plan for the “HomeTel” (both as specified in the Sales and Services Agreement);
  - iv. if the Service and/or related services are terminated/disconnected for whatever reason

2.3 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.

2.4 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.

## 2.5 Optional Value-Added Services

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

### 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 of the Monthly fee + (if applicable) monthly fee of Price Plan for “HomeTel” (both 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 Fibre Broadband and/or “HomeTel” ;
  - b) if the Customer changes the registered name for Fibre Broadband and/or “HomeTel” ;
  - c) if the Customer changes the service number for Fibre Broadband and/or the telephone number for “HomeTel” ;
  - d) if the Customer changes the Monthly fee for Fibre Broadband and/or (if applicable) the Price Plan for the “HomeTel” (both as specified in the Sales and Services Agreement); or
  - e) if Fibre Broadband and/or “HomeTel” 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 Fibre Broadband 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 ST Fibre Broadband and/or the “HomeTel” (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.
- 4.4 If the Customer terminates Fibre Broadband and/or the “HomeTel” (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 4.1 but the Customer shall settle all outstanding monies for Fibre Broadband and/or the “HomeTel” (if applicable) in the account and shall also pay 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 and Price Plan for the “HomeTel” (if applicable) subscribed by the Customer shall cease immediately.
- 4.5 Upon termination of Fibre Broadband and/or “HomeTel” , 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.

## 5. Other Charges

- 5.1 If the Customer requires re-installation of the Service due to any change of 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).
- 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.