

Terms & Conditions T&C WB008

(Home 5G Broadband Free Trial Service Plan)

The following terms and conditions are supplemental to the Terms and Conditions for Smartone's "Home 5G Broadband Services" (copies of these conditions are available upon request at Smartone stores/hotline or retrieved from web site 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's Home 5G Broadband Services ("Service"). **By use of the Service, the customer of the Company (the "Customer") agrees to accept and be bound by the Terms and Conditions.** The Company reserves the right to revise the Terms and Conditions at any time, with or without prior notice. **By continuing to use the Service, the Customer agrees that the amended and restated terms and conditions will apply to him/her. The Customer must not subscribe to the Service if the Customer does not accept all of the Terms and Conditions.**

1. Free Term

- 1.1. The free period for the use of Free Trial Service is specified in the Sales and Services Agreement ("Free Term"). The Term shall start from the service effective date.
- 1.2. **The Company will automatically renew the Service on a monthly basis upon the expiry of the Free Term and will charge the Customer at the prevailing price that is specified by that time for the Service Plan without a fixed term contract, unless (a) the Customer notifies the Company no less than 30 days before the expiry of the Free Term or any renewed term (if any); (b) the Company ceases to offer the same service plan and/or designated value-added service. This auto-renewal arrangement shall be subject to the Company's final and absolute discretion. For avoidance of doubt, rebate (if any) is not applicable to the Service during any renewed term. .**

2. Service Plans and 5G Broadband Service ("Service Plan")

- 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 who subscribe to service at designated residential area under a fixed home address.
- 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. Defer Activation of Service
 - a) The arrangement is only applicable to designated Service Plan.
 - b) Customer can choose the Service commencement date for the applicable Service Plan during service registration, provided that this date is within 30 days after service registration. Monthly charges for the Service Plan will start from the Service commencement date.
- 2.5. Customer must use a valid credit card as the payment method.
- 2.6. Voice and roaming service is not available for the SIM used for Home 5G Broadband Monthly Plan. The SIM must be used with designated Home 5G Broadband device(s).
- 2.7. This plan includes 200GB of data usage. When the monthly data usage exceeds the above usage, customers can continue to use data service to the next bill date, but access to network resources will be given a lower priority and data service experience may be affected.
- 2.8. Customer can enjoy free maintenance of the leased equipment during the Service. If maintenance is required due to specified circumstances (human-damage / accident / improper usage), the company will charge customers additional maintenance fees specified in Clause 3.1.
- 2.9. Customer is required to return the whole set Home 5G Broadband device(s) with SIM card and full packing to any Smartone's stores within 14 days after termination of the Service Plan. The Customer must return the Home 5G Broadband device(s) to the company in the same condition as when it was delivered to the customer, except for normal wear and tear. If the Customer fails to return the Home 5G Broadband

device(s) or any part thereof is damaged (due to human-damage /accident / improper usage) upon return, the Company will charge Customer maintenance fee at current rate specified in Clause 3.1

- 2.10. The provision of the service is subject to the network coverage of the Company. In case particular spots where the 5G network are not available, we will continue to provide the service through 4G network. Internet experience can vary due to factors such as the relative position between user and the base stations, the download server resources, Internet traffic conditions, the number of users, users' devices and other factors that may arise. Wi-Fi coverage depends on factors such as area & layout of the premises, construction materials, and other extraneous factors.
- 2.11. Terms & Conditions apply, please refer to [T&C-WB001D](#).
- 2.12. The Customer understands, confirms and agrees that the Service is provided by the Company on an "as is" and "as available" basis. The Company makes no representations or warranties of any kind (express or implied) with respect to the provision of the Service including but not limited to the suitability for a particular purpose, availability, quality, nature, accuracy and usefulness or the content or functions of the Service. The Company does not warrant the following:
 - 2.12.1. the Service will meet the requirements of the Customer;
 - 2.12.2. the Service will be uninterrupted or delivered timely, securely or error-free,
 - 2.12.3. the results or information that obtained from use of the Service will be accurate or reliable; and
 - 2.12.4. the quality of any services, information or other materials obtained through the Service will meet the Customer's expectation.
- 2.13. **The Customer understands and agrees that the provision of the Service is subject to availability and the discretion of Company, and is only available until such date as the Company may determine and may be rescinded at any time. Notwithstanding anything contained in these Terms and Conditions, the Company is entitled to, with or without notice, (i) modify the contents and other features of the Service (including methods to activate or re-activate the Service), (ii) suspend or terminate the Service; (iii) change the service provider; and/or (iv) provide an alternative product of similar type. The Company shall in no event be liable in any circumstances.**

3. Suspension and Termination

- 3.1. Subject to clauses 3.2 and 3.3, the Company may terminate the Service by providing the Customer with not less than thirty (30) working days' prior written notice.
- 3.2. The Company may terminate the Service with immediate effect and without notice: (a) if, in the Company's opinion, providing the Service to the Customer would cause the Company to be in breach of any applicable law, sanction or requirement of any competent authority; (b) if the Company is required to do so in compliance with any law, sanction or requirement of any competent authority or the Company's internal policy or (if applicable) (c) in the event the third party stops providing the Company with any part of the Service. Upon such termination, any obligation due by the Customer to the Company shall become immediately due and payable.
- 3.3. The Company may suspend or restrict the Service in whole or in part (without prejudice to its right under clause 4.2) for any reasons without prior notice to the Customer until the earlier of the end of the Term or any renewed term (if any) of the Service or such other date which the Company may determine, including without limitation where: (a) to carry out system maintenance, upgrading, testing and/or repairs; (b) if the Company is of the opinion that such action is appropriate as a result of your use of the Service; (c) for any reason the Company deems relevant to the management or the operation of any of the Service and the Company's business; (d) the provision of the Service and/or any other services provided by the Company is the subject of any dispute or third party claim; (e) the Customer could not comply with any of any other requirements which the Company may reasonably impose; (f) if the Company is required to do so in compliance with any law, sanction or requirement of any competent authority or the Company's internal policy; (g) (if applicable) the third party stops providing the Company with any part of the Service and (h) if the Company discovers or reasonably suspects that (i) any information which the Customer provides is inaccurate, incomplete, false or misleading in any respect; and/or (ii) the Customer might have participated in any illegal, fraudulent, suspicious, deceptive, abusive or unfair behaviours or otherwise breaching the terms and conditions of the Company or applicable laws and regulations.
- 3.4. **The Customer shall not claim any refund for any reason and the Company shall not be responsible for, or liable to, the Customer for any loss or damage, arising from the suspension or termination of the Service arising from this clause.** The Company reserves the right to charge for reconnection (if applicable).

4. Others

- 4.1. The Services are applicable to the specific equipment or devices approved by the Company, for details: <https://www.smartone.com/other/tchinese/smartonejetfaq.pdf>.
- 4.2. Any person who is neither the Customer nor the Company shall have no right to enforce any term of the Terms and Conditions under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong).
- 4.3. If any dispute arises, the Company's decision shall be final.
- 4.4. **In the event of any discrepancy between the English and Chinese versions of the Terms and Conditions, the English version shall prevail.**