

Terms & Conditions T&C B04a

(Fixed Broadband Services and Fixedline Telephone Services - Fixed Term Service Contract)

1) Credit Card offer: Bank of China one month free offer

a) This offer is only applicable to Customer who agrees to credit card auto-payment with Bank of China Credit Card only. Customer must during the promotional period (as specified by the Company) apply credit card auto-payment with Bank of China Credit card ("Credit Card") upon Customer sign-on to service. The offer cannot be used in conjunction with the Sun Hung Kai Properties members offer at the same time.

b) Upon service activation, the Company will rebate the monthly fee amount \$148 for Home Broadband and phone service plan or \$238 for Business Broadband and phone service plan ('Rebate') once into the Customer's account. The Customer agrees to use the Company's Services for 24 months ('Fixed Term') from date of service activation.

c) Rebate cannot be exchanged for cash.

d) Customer shall pay the Company liquidated damages (Monthly fee x remaining months in the Fixed Term or \$800, whichever is higher) upon the occurrence of any of the following events before the expiry of the Fixed Term:

- if the Customer changes the Fixed Broadband Services or Fixedline Number;
- if the Customer changes the registered name for the Fixed Broadband Services or Fixedline Number;
- if the Customer changes the selected service plan; or
- if the Customer's Fixed Broadband Services and/or Fixedline Telephone Services and related services are terminated/disconnected for whatever reason.

2) Sun Hung Kai Properties members one month free offer

a) This offer is only applicable to selected Customer as specified by the Company. Selected Customer must during the promotional period (as specified by the Company) during sign-on to service present specified SHKP membership card, present specified SHKP email, or present selected Customer email as specified by the Company. The offer cannot be used in conjunction with the Credit Card offer at the same time.

a) Upon service activation, the Company will rebate the monthly fee amount \$148 for Home Broadband and phone service plan or \$238 for Business Broadband and phone service plan ('Rebate') once into the Customer's account. The Customer agrees to use the Company's Services for 24 months ('Fixed Term') from date of service activation.

b) Rebate cannot be exchanged for cash.

c) Customer shall pay the Company liquidated damages (Monthly fee x remaining months in the Fixed Term or \$800, whichever is higher) upon the occurrence of any of the following events before the expiry of the Fixed Term:

- if the Customer changes the Fixed Broadband Services or Fixedline Number;
- if the Customer changes the registered name for the Fixed Broadband Services or Fixedline Number;
- if the Customer changes the selected service plan; or

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- if the Customer's Fixed Broadband Services and/or Fixedline Telephone Services and related services are terminated/disconnected for whatever reason.

3) Special selected customers one month free offer

a) This offer is only applicable to selected Customer as specified by the Company. Selected Customer must during the promotional period (as specified by the Company) at the time of sign-on service.

b) Upon service activation, the Company will rebate the monthly fee amount \$148 for Home Broadband and phone service plan or \$238 for Business Broadband and phone service plan ('Rebate') will be granted once into the Customer's account as notified by the Company. The Customer agrees to use the Company's Services for 25 months ('Fixed Term') from date of service activation.

c) Rebate cannot be exchanged for cash.

d) Customer shall pay the Company liquidated damages (Monthly fee x remaining months in the Fixed Term or \$800, whichever is higher) upon the occurrence of any of the following events before the expiry of the Fixed Term:

- if the Customer changes the Fixed Broadband Services or Fixedline Number;
- if the Customer changes the registered name for the Fixed Broadband Services or Fixedline Number;
- if the Customer changes the selected service plan; or
- if the Customer's Fixed Broadband Services and/or Fixedline Telephone Services and related services are terminated/disconnected for whatever reason.

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Customer Signature / Company Chop

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SmarTone Communications Limited /  
SmarTone Mobile Communications Limited  
Dealer's Authorized Signature / Company Chop