

Terms & Conditions T&C B04N

(Wireless Fixed Broadband Services - Fixed Term Service Contract)

1) **Wireless Fixed Broadband Services (“Services”)**

a) The Wireless Fixed Broadband Services is subject to the General Conditions of Service of SmarTone Communications Limited (“the Company”). Please refer to T&CB01-03 published at <http://www.smartone.com>.

b) The Customer shall use the following applicable Service Plan as specified in the Sales and Services Agreement for 24 months (“Term”):

Service Plan	Residential Plan	Business Plan
Broadband	\$99 Monthly Plan	\$188 Monthly Plan
Broadband and Phone	\$148 Monthly Plan	\$238 Monthly Plan

If the Customer changes the registration address (“New Registration Address”) of the Services during the Term and the New Registration Address is a commercial premises (as determined by the Company), the Customer is required to subscribe or deemed to have subscribed to the Business Plan (\$188 / \$238) for the remaining Term. If the Customer has also subscribed a fax service for the Term, the Customer is deemed to have also subscribed to the Business Fax Plan (\$68) for the remaining Term.

c) Deposit

Customer who does not agree to credit card auto-payment or bank account auto-payment is required to pay deposit.

- \$800 for Broadband Service Plan
- \$1,200 for Broadband and Phone Service Plan

d) Advance Payments:

i) Customer is required to pay 2 months’ monthly fee as advance payment for the below selected plan. Monthly fee calculated on pro rata basis from the service activation date to the bill date plus advance payment of the next 2 months’ monthly fee.

- Broadband Service Plan (Residential Plan)

ii) Customer is required to pay 1 months’ monthly fee as advance payment for the below selected plan. Monthly fee calculated on pro rata basis from the service activation date to the bill date plus advance payment of the next monthly fee.

- Broadband Service Plan (Business Plan)
- Broadband and Phone Service Plan (Residential Plan)
- Broadband and Phone Service Plan (Business Plan)

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- e) The Customer will be assigned a new telephone number before the port in of the Fixedline Number for the use of the Company's Services. After the Fixedline Number has been successfully ported into the Company's Services, the new telephone number will be returned to the Company and the port in Fixedline Number will be used for the Company's Services. (Applicable to Broadband and Phone Service Plan subscribers only)

- f) The Customer shall pay the Company liquidated damages (total monthly fee of the Service Plan as specified in the Sales and Services Agreement x remaining months in the Term or \$800, whichever is higher) upon the occurrence of any of the following events before the expiry of the Term:
 - if the Customer changes the Services or the telephone number;
 - if the Customer changes the registered name for the Services;
 - if the Customer changes the Service Plan as specified in Sales and Services Agreement; or
 - if the Services and/or related services are terminated/disconnected for whatever reason.

- g) The Services supports usable download speeds typically 2 to 6 Mbps and upload speeds typically 500kbps to 2 Mbps. Usable connection speeds can vary due to factors such as relative position between the Customer and the base station, download server source, Internet traffic conditions, number of users, computer hardware, software and other factors that may arise.

2) Wireless Fixed Broadband Services ("Services") and Fax Service (if applicable)

- a) The Fax Service is subject to the Terms and Conditions for Fax Service of SmarTone Communications Limited ("the Company"). Please refer to T&C B05 published at <http://www.smartone.com>.
- b) The below Fax Service Plan is only available to Customers who have subscribed the Broadband and Phone Service Plan.
- c) The Customer shall use the following applicable Fax Service Plan as specified in the Sales and Services Agreement for 24 months:

Fax Plan	Monthly Plan
Smart Duplex Plan	\$28 Monthly Plan Only available with Residential Plan
Standalone Plan	\$68 Monthly Plan

- d) If the Customer subscribes the Fax Service at the same time of subscription of the Services the 24 months term for both the Fax Service and the Services shall start from the service effective date of both the Services and the Fax Service. If the Customer subscribes the Fax Service after Customer has already subscribed the Services, a new 24 months term applicable to the Fax Service and the Services shall supersede the existing term for the Services. The new 24 months term shall start from the service effective date of the Fax Service. The 24 months term for the Fax Service and the Services is hereinafter referred to as "Wireless Fixed Broadband and Fax Service Term".

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- e) The Customer shall pay the Company liquidated damages (total monthly fee for the Services plus the Fax Service under the applicable Service Plan as specified in the Sales and Services Agreement x remaining months in the Wireless Fixed Broadband and Fax Service Term or \$800, whichever is higher) upon the occurrence of any of the following events before the expiry of the Wireless Fixed Broadband and Fax Service Term:
- if the Customer changes the Services or Fax Service number;
 - if the Customer changes the registered name for the Services or Fax Service Number;
 - if the Customer changes the Service Plan as specified in the Sales and Services Agreement; or
 - if the Services and/or Fax Service and related services are terminated/disconnected for whatever reason.

3) Where the Customer has registered an account with the Company's affiliate, SmarTone Mobile Communications Limited for mobile telephone services ("Mobile Account"), the Customer can request the Company to consolidate the Mobile Telephone Account with the Wireless Fixed Broadband Service Account into one for payment settlement arrangement.

4) Designated service messages (including monthly bill statement via SMS) to non SmarTone mobile number will be charge \$1 per SMS.

5) Offer for Subscription of Wireless Fixed Broadband F-Secure PC Protection

- a) The Customer shall use the following applicable Service Plan as specified in the Sales and Services Agreement for 24 months ("Term"):

Service Plan	Credit Arrangement		Liquidated damages (HK\$)	Term
F-Secure PC Protection* Professional edition \$18 Monthly Plan for 1 computer user	6 months fee waived. The waived monthly fee shall be credited to the Customer's account 1st to 6 th monthly bill	1st monthly bill after the date of activation of the Wireless Fixed Broadband Services F-Secure PC Protection	\$270	24 months

*Parental Control is applicable to residential subscribers.

- b) F-Secure PC Protection is only applicable to Wireless Fixed Broadband Services subscribers. Once the Wireless Fixed Broadband Services is terminated, the F-Secure PC Protection service is no longer applicable.
- c) If, on the date of the Sales & Services Agreement, the Account is already subject to an arrangement (each a "Previous Credit Arrangement") under which any sums or charges prepaid by the Customer or the Company are to be credited by the Company to the Account, the crediting of the first installment to the Account by the Company in the Sales & Services Agreement shall be postponed to the date falling 30 days after the date of cessation of: (a) the Previous Credit Arrangement; or (b) if there is more than one Previous Credit Arrangements, the Previous Credit Arrangement with the latest expiry date.

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The date of cessation of the Previous Credit Arrangement will be deemed to be the date on which the last amount to be credited to the Account under the Previous Credit Arrangement is actually credited to the Account.

- d) The credit amount of the monthly fee ("Credit Amount") paid by the Company will only be applied by the Company to meet the Customer's payment obligations for the Service Plan specified in the Sales and Services Agreement to the Company in respect of the Account. However, the Customer cannot set-off any other sum payable to the Company against any part of the Credit Amount payable by the Company to the Account.
- e) The Credit Amount cannot be exchanged for cash.
- f) The Company shall not be under any obligation to pay any interest to the Customer on the Credit Amount.
- g) The Customer shall not be entitled to the Credit Amount or any balance thereof:
 - if the Customer changes the Services / the registered name for the Services; or
 - if the Customer changes the Service Plan as specified in the Sales and Services Agreement ; or
 - if the Customer disconnects the Wireless Fixed Broadband F-Secure PC Protection; or
 - if the Customer enjoys other wireless fixed broadband services special offer ; or
 - if the Services are terminated/disconnected for whatever reason.
- h) The Customer shall pay the Company liquidated damages upon the occurrence of any of the following events before the expiry of the Term:
 - if the Customer changes the Services / the registered name for the Services; or
 - if the Customer changes the Service Plan as specified in the Sales and Services Agreement ; or
 - if the Customer disconnects the Wireless Fixed Broadband F-Secure PC Protection; or
 - if the Customer enjoys other wireless fixed broadband services special offer ; or
 - if the Services are terminated/disconnected for whatever reason.
- i) If the Customer subscribes more than one of the above specified Service Plan for the Services, only one Credit Amount will be credited to the Customer. The Credit Amount will be the selected Service Plan with the highest fee amount.