

**Terms & Conditions T&C B04R**

**(Contract terms for Wireless Fixed Broadband for selective customer)**

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

Wireless Fixed Broadband Services is hereinafter referred to as “the Services”.

**2) Retention Offer**

a) The Customer shall use the following applicable Service Plan for 25 months (“Term”):

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

b) The Company will rebate the applicable monthly fee (‘Rebate’) to the Customer’s account on the 1<sup>st</sup> month over the Term, \$148 for Residential Plan or \$238 for Business Plan during the Fixed Term.

c) The Rebate cannot be exchanged for cash.

d) The Customer shall pay the Company liquidated damages (Total 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 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.

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 (\$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.

Copies of Terms and Conditions are available upon request at the SmarTone stores / hotline or / website

**3) Wireless Fixed Broadband Fax Service (“Fax Service”) and Liquidated Damages**

- a) The Customer shall pay the Company liquidated damages specified in the Sales and Services Agreement upon the occurrence of any of the following events before the expiry of the fixed contract term for use of the Fax Service (as specified in the Sales and Service Agreement):
- if the Customer changes the fax number for the Fax Service;
  - if the Customer changes the registered name for the Fax Service;
  - if the Customer changes the selected service plan for the Fax Service ; or
  - if the Fax Service and/or the related service are terminated/ disconnected for whatever reason.

**4) GENERAL CONDITIONS**

- a) The Company's service plan is subject to the General Conditions of Service of SmarTone Communications Limited, which will be revised from time to time without prior notice. The Conditions are published at [www.smartone.com](http://www.smartone.com).
- b) 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.