

<b>Terms &amp; Conditions T&amp;C N002E</b> <b>“ST Fibre Broadband”– Specifications</b>
--------------------------------------------------------------------------------------------

SmarTone Mobile Communications Limited is hereinafter referred to as “the Company”.

“ST Fibre Broadband” is hereinafter referred to as “the Service”.

### **Home Basic Broadband 100 – Speed Guarantee**

1. Specifications of 100M are based on internet connection from the wallplate at Customer's premises to the first piece of the Company's network equipment. Maximum upload/download speed to local site could be up to 100Mbps. The actual bandwidth that the Customer can enjoy may be affected by the Customer's hardware / software, router specification, site traffic loading, type of content being accessed and other environmental factors; and hence is normally less than the above speed. The bandwidth to overseas sites will also be subjected to the conditions of local network there, and therefore the bandwidth might be even less.
2. Guarantee: The connection speed measured at the access point provided by the Company in accessing the speed test server [www.speedtest.com.hk](http://www.speedtest.com.hk) via Hong Kong Internet Exchange “HKIX” (“Speed Test”). The access point generally refers to the wallplate at Subscriber's premises. This guarantee shall not be less than 80% of subscribed speed from above test result. The guaranteed speed is only applicable to broadband service based on either Metro Ethernet technology (with CAT 5-E cable connected to customers' premises).
3. Specifications: Intel Pentium 4 3GHz CPU or above, 1GB system memory or above, Windows 7 or above and 10/100M Ethernet card or higher processing power are highly recommended by the Company. If the broadband service shall be affected by the computer software installed by the Subscriber or other related factors which may have an adverse impact on the transmission speed, the Company shall not be obliged to make the above guarantee even if the Subscriber is fully equipped with a computer system that meets the minimum system requirements as recommended above.
4. The abovementioned guarantee may not be applicable to Subscriber whose computer system does not meet the minimum system requirements as recommended by the Company, including but not limited to computer performance, software, applications and their settings, hardware equipment such as network card or cables, or sharing devices or routers.
5. Application procedures: If any Subscriber of 100M designated broadband service plan whose computer is equipped with the recommended system requirements considers that the Company failed to provide the guaranteed steady uploading/downloading transmission speed, please call our 24-hour Service Hotline at 2880-2688, and request our Customer Service Officer over the phone to conduct a preliminary transmission speed test for the network. In case the Company fails to provide the guaranteed transmission speed due to possible network problem, Customer Service Officer shall arrange a technician to conduct on-site testing for the Subscriber.

6. On-site testing method: the Company shall arrange a technician to attend the Subscriber's premises according to the scheduled appointment time. The technician shall be conducting the Speed Test onsite with the CAT 5-E cable and PC that meets the recommended system requirements. Once the Speed Test is conducted, the transmission speed will be displayed immediately. If the test result indicates that the transmission speed can meet the guaranteed speed of 80Mbps, it means that the broadband service provided by the Company has passed the speed test. The validity of claims for compensation shall be based on the test result and the Company's decision shall be final and conclusive. The Company shall not conduct any inspection or computer system settings for Subscribers.
7. Compensation Calculation: If the test result has confirmed that the broadband service provided by the Company fails to achieve the guaranteed speed, the Company shall compensate the Subscriber with twice the amount of the service fee charged for the number of the affected days calculated on a pro-rata basis. The total amount of compensation shall not exceed the monthly service fee that the Subscriber is deemed to pay in accordance with **Terms & Conditions T&C N002E - "ST Fibre Broadband"– Specifications** with the service plan that he/she subscribed in that particular month. The compensation amount shall be credited to the Subscriber's SmarTone account as shown in the next billing invoice for set off of service fee and shall not be converted into cash. Compensation will not be applicable to any month with service fee waiver offered by the Company.
8. Definition of "Affected Days": It is defined as the number of days counted from the date that Subscribers' calling to the Service Hotline for a valid reporting until the date the service is resumed to normal. Even if the broadband service cannot meet the guaranteed speed under the on-site testing as mentioned in Clause 6, the number of affected days shall be limited to a cap of 2 days under the following circumstances if : (i) Subscriber does not accept the Company's arrangement of on-site testing;(ii) the Company is not able to arrange an onsite testing within two days after receiving Subscriber's reporting due to the restriction of the management office of the premises;(iii) technician is not able to contact the Subscriber at the scheduled appointment time for on-site testing; or (iv) any other unforeseeable and controllable circumstances in which the Company is not able to arrange the technician to conduct onsite testing as scheduled.
9. The abovementioned guarantee does not cover circumstances where the internet service or transmission speed is affected by periodic or emergent network maintenance or the network upgrading work, or by HKIX or by situations that the Company cannot reasonably foresee
10. If the test result meets the transmission speed guaranteed by the Company under the "**Speed Guarantee of Home Basic Broadband 100**" or if, after investigation, the problem is caused by the Subscriber (for example, the Subscriber does not equipped with a computer system that meets the minimum system requirement as recommended by the Company or any other factors) rather than the Company network, the Subscriber shall pay the Company an on-site inspection charge of an amount to be determined by the Company at its sole discretion from time to time. Such charge will be published at [www.smartone.com](http://www.smartone.com).
11. "Steady Speed Guarantee" only applies to 100M service plan.
12. The Company reserves all rights to revise the testing standards, compensation rules and to cancel the "**Speed Guarantee of Home Basic Broadband 100**" Program anytime. In case of any disputes, The Company's decision shall be final and conclusive.

**HomeFibre 500/1000**

1. Specifications of 1000M/500M are based on internet connection from the wallplate at Customer's premises to the first piece of the Company's network equipment. Maximum upload/download speed to local site could be up to 1000Mbps/500Mbps. The actual bandwidth that the Customer can enjoy may be affected by the Customer's hardware / software, router specification, site traffic loading, type of content being accessed and other environmental factors; and hence is normally less than the above speed. The bandwidth to overseas sites will also be subjected to the conditions of local network there, and therefore the bandwidth might be even less.
2. System requirements for 500M/1000M broadband service: Intel Core2 Duo P8700/2.5 3 GHz CPU or above, 4GB system memory or above, 64GB SATA II SSD (Read/Write >200MB/s) hardware system, Windows 7 or above, Gigabit Ethernet Adaptor or other system requirement required from time to time.
3. When using the Service, it is necessary to use the Optical Network Terminal provided by the Company for successful connection with the network.
4. The Optical Network Terminal needs to plug into the voltage transformer adapter to the external power. This voltage transformer / adapter is only suitable for the Optical Network Terminal offered by the Company. Please do not use this voltage transformer / adapter with other electrical appliances for safety precaution.
5. The optical fibre is extremely sharp as it consists of fine glass line. If the optical fibre line is exposed to air, please contact the Company immediately and a technical specialist will be sent to the Customer's premises for follow up.
6. If the optical fibre is exposed and cracked, please stay away from the optical fibre or its chip to avoid danger.
7. The cracked optical fibre and its chip must be disposed in a sealed container marked with warning message before further handling. Never throw away the optical fibre and its chips in the rubbish bin which does not carry any warning messages and protective measure.
8. Do not smoke or leave tinder or overheated electrical appliance near the optical fibre.
9. Upon successful installation of the optical fibre, please do not look at the exposed optical fibre or the connection point of optical fibre as its strong light will have negative effect on human eyes.