

<b>Terms &amp; Conditions T&amp;C N003DB Fibre Broadband – Fixed Term Service Contract</b>
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The following terms and conditions are supplemental to the Terms and Conditions for SmarTone Fibre Broadband Service (“the Service”) (copies of these conditions are available upon request at SmarTone stores/hotline or retrieved from web site [www.smartone.com](http://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 Fibre Broadband”.

## 1. Fixed Term Contract

- 1.1 The Customer shall use the following applicable Service Plan for the period specified in the Sales and Services Agreement (“Term”).
- 1.2 The Service will take effect one day after the service installation.
- 1.3 The Term shall start from the service activation date.

## 2. Service Plan

- 2.1 The Customer shall use the Service specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement).
- 2.2 The Service is only applicable to the Customer whose service installation address is at designated residential area with no provision of the Company service within 120 days prior to registration.
- 2.3 Credit Amount Rebate
  - a) Credit Amount to be rebated to the Customer will be credited to the Customer according to the credit arrangement specified in the Sales and Services Agreement (or Supplemental Agreement to the Sales and Services Agreement).
  - b) The Credit Amount will be credited to the monthly bill of the Customer’s Account. The first Credit Amount will be credited to the 1st monthly bill after the service effective date.
  - c) The Credit Amount cannot be exchanged for cash.
  - d) The Company shall not be under any obligation to pay any interest to the Customer on the Credit Amount.
  - e) The Customer shall not be entitled to the Credit Amount or any balance thereof upon the occurrence of any of the following events:
    - i. if the Customer changes the Service;

- ii. if the Customer changes the Service installation address/ the registered name for the Service;
  - iii. if the Customer changes the monthly fee as specified in the Sales and Services Agreement;
  - iv. if the Service and/or related services are terminated/disconnected for whatever reason
- 2.4 The Service is charged on a monthly basis. The monthly charges for the first month will be charged on a pro-rata basis from the service activation date to the first bill date. The monthly charges are payable in advance and non-refundable under whatever circumstances.
- 2.5 Unless otherwise specified by the Customer, the Service will continue to be provided to the Customer after the expiry of the Term and such service will be charged at the prevailing service plan on a monthly basis at the time on the expiry date of the Term.
- 2.6 The first basic installation fee HK\$1,500 waived. If the Service is terminated within the Term for whatever reasons, the Company shall have the right to charge the Customer the basic installation fee for the Service subscribed.
- 2.7 Delay Activation of the Service
- a) Customer can choose the service commencement date of the Service during service registration, provided that this date is within 180 days from successful installation. Monthly charges for the Service will start from the service commencement date.
  - b) If the Customer terminates/disconnects the Service for whatever reason (other than termination of the Service as specified in Clause 2.7(c) below), after installation and before the service commencement date, the Customer shall pay the Company liquidated damages specified in Clause 4.1 and a HK\$680 handling charge.
  - c) If the Customer terminates the Service as a result of moving to an area without the Company's service coverage before the service commencement date, the Customer will be released of all its obligations under this fixed term contract and will not be required to pay any liquidated damages specified in Clause 4.1 but the Customer shall pay a \$680 handling charge.
- 2.8 If the Customer for any reason cannot successfully install the Service within 180 days from subscription of the Services, the Company shall reserve the right to change or cancel the Service.
- 2.9 Cooling-off Period before Installation
- a) Customer who registers the Service for the first time is entitled to a cooling-off period before installation commencing from the date of registration of the Service and/or home telephone service. The Customer may cancel the Service within the cooling-off period without any charges by written notice. However, the cooling-off period will immediately cease to apply upon the occurrence the following event: (i) Completion of installation; (ii) the Customer has

received the premium of the Service; or (iii) Purchased WiFi router has installed successfully.

- b) If the Service is cancelled during the cooling-off period, other service(s) included in the same Service Plan and any other service plan(s) or value-added service(s) subscribed together on the same application will also be cancelled, except for the purchased optional accessories. The Customer will not be required to pay any liquidated damages specified in Clause 4.1 and \$680 handling charge.
- c) Relocation or/ and reconnection for fibre broadband and/or home telephone are not entitled for the cooling-off period before installation.

2.10 If the Customer relocates the Service to another residential address during the Term and the Company has use its reasonable efforts to provide the Service(s) at the new relocated address, the Customer must sign a new Sales and Services Agreement with the Company at the prevailing service plan price for the new address. The Company will charge the relocation fee depending on the network coverage.

### **3. Deposit**

Customer who does not agree to credit card auto-payment or bank account auto-payment arrangement is required to pay a deposit of HK\$1,500 for each line of "Home Broadband 100"(Fibre to the home) or "Home Fibre 500" or "Home Fibre 1000" , and required to pay a deposit of HK\$500 for each line of "Home Broadband 100" (non Fibre to the home).

### **4. Payments Upon Termination**

4.1 The Customer shall pay the Company liquidated damages (total monthly fee as specified in the Sales and Services Agreement x remaining months in the Term) upon the occurrence of any of the following events before the expiry of the Term:

- a) if the Customer changes the Service;
- b) if the Customer changes the registered name for the Service;
- c) if the Customer changes the monthly fee as specified in the Sales and Services Agreement;  
or
- d) if the Service and/or related services are terminated/disconnected for whatever reason (other than termination of Service as specified in Clause 4.4 below).

4.2 If the Customer terminates the Service during the first 365 days, the Customer shall pay the Company a HK\$680 handling charge in addition to the liquidated damages specified in Clause 4.1.

4.3 If the Customer requests re-installation of the Service after termination of the same, the Company will charge an installation fee of HK\$680 or such amount as determined by the Company at its sole discretion.

- 4.4 If the Customer terminates the Service as a result of moving to an area without the Company's service coverage, the Customer will be released of all its obligations under this fixed term contract and will not be required to pay any liquidated damages specified in Clause 4.1 but the Customer shall settle all outstanding monies in the Service account and payable shall be the sum of the following amounts : (i) any installation charge previously waived or any difference between the standard installation fee and installation fee paid; and (ii) (if applicable) list price (as determined by the Company) of premium enjoyed by the Customer multiply by remaining months of the Term; and (iii) (if applicable) The specified liquidated damages of optional equipment ;and(iv) a HK\$680 handling charge . Upon such termination, all offers, rights and benefits incidental to the Service Plan subscribed by the Customer shall cease immediately.
- 4.5 Upon termination of the Service, the Customer must return all equipment (if applicable) provided by the Company to Smartone's stores within fourteen (14) days. (Applicable to HomeFibre 500, HomeFibre 1000 or designated Home Broadband 100) If the Customer does not return the equipment or the equipment is lost or damaged upon return, the Company will charge the Customer (i) HK\$1,500 for each Optical Network Terminal and/or (ii) HK\$100 for each Adaptor ; or (iii)such other charges at such rates as specified by the Company from time to time. (Applicable to designated Home Broadband 100) If the Customer does not return the equipment or the equipment is lost or damaged upon return, the Company will charge the Customer (i) HK\$500 for each Broadband Network Terminal and/or (ii) HK\$100 for each Adaptor ; or (iii)such other charges at such rates as specified by the Company from time to time.

## 5. Other Charge

- 5.1 If the Customer requires re-installation of the Service due to any change of service installation address, the Company shall charge the Customer an relocation fee as the Company shall stipulate from time to time, price detail: [www.smartone.com/FBBFAQ](http://www.smartone.com/FBBFAQ).
- 5.2 If the Customer requests any on-site or on-site maintenance service (except for any error/problem caused by the Company's system, equipment/accessories), the Company shall charge a service fee of HK\$400 or such amount as determined by the Company at its sole discretion.