

**Terms & Conditions T&C-N003PB
Purchase of WiFi Router– Fixed Term Service Contract (Optional
equipment with Fibre Broadband)**

The following terms and conditions are supplemental to the Terms and Conditions for Fibre Broadband (copies of these conditions are available upon request at Smartone stores/hotline or retrieved from web site 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 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”). The Term shall start from the service effective date.
- 1.2 The Service will take effect one day after the service installation.

2. WiFi Router (Optional Equipment with Fibre Broadband)

2.1 Plan

- a) The customer shall use the Service Plans in the Sales and Services Agreement. (or Supplemental Agreement to Sales and Services Agreement).
- b) The installation address and date of the “HomeTel” must be the same as the installation address and date of the Fibre Broadband.
- c) WiFi router will only be applicable to Customer who subscribes to Fibre Broadband at the same account and have successfully installed the Fibre Broadband. If the Fibre Broadband cannot be installed successfully for whatever reasons, the subscription of the WiFi router will be cancelled immediately.

2.2 Credit Amount (If applicable)

- 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 to WiFi router plan not specified in the Sales and Service Agreement; or
 - ii. if the Customer terminate the WiFi router plan; or
 - iii. if the Customer changes the service number and/or registered name for Fibre

- Broadband ; or
 - iv. if Fibre Broadband are terminated/disconnected for whatever reason
- 2.3 This Service Plan is charged on a monthly basis. The monthly charges are payable in advance and non-refundable under whatever circumstances.
- 2.4 Monthly Fee of WiFi router will be terminate after the expiry of the Term.
- 2.5 Equipment maintenance is provided by manufacturers or agents directly. Manufacturers or agents do not provide maintenance services in certain circumstances which include but are not limited to the following situations: the damage to the devices and accessories is caused by accident, misuse, liquid contact, fire or other external causes; or the devices and accessories are operated not for their permitted or intended uses as described by the manufacturers or agents; or the repair (include service upgrade and expansion) of the devices and accessories are performed by a person other than an authorized person of the manufacturers or agents. Maintenance work does not cover cosmetic damage, such as scratches or dents, or the normal wear or tear of the devices and accessories. Please contact the manufacturers or agents for details.

3. Payments Upon Termination

- 3.1 The liquidated damages for purchase of WiFi router: Monthly fee of WiFi router x remaining months in the Term.
- 3.2 The Customer shall pay the Company liquidated damages as specified in Clause 3.1 above upon the occurrence of any of the following events before the expiry of the Term:
- i. if the Customer changes to WiFi router plan not specified in the Sales and Service Agreement;
 - or
 - ii. if the Customer terminate the WiFi router plan; or
 - iii. if the Customer changes the service number and/or registered name for Fibre Broadband; or
 - iv. if Fibre Broadband are terminated/disconnected for whatever reason (includes a result of moving to an area without the Company's service coverage)

4. Other Charges

- 4.1 If the Customer requires re-installation of the Service due to any change of installation address(Re-installation must require with Fibre Broadband service simultaneously) , the Company shall charge the Customer an relocation fee as the Company shall stipulate from time to time, price detail: www.smartone.com/FBBFAQ.