

<b>Terms &amp; Conditions T&amp;C WB002A</b> <b>Wireless Broadband Services – Fixed Term Service Contract</b>
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The following terms and conditions are supplemental to the Terms and Conditions for Smartone's "Wireless Broadband Services" (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's Wireless Broadband Services ("Services").

## **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 Services will take effect on the service connection date.

## **2. Service Plans**

- 2.1 The Customer shall use the Service Plan specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement).
- 2.2 Service Plan is only applicable to the Customer whose service subscription address is at designated residential area with no provision of the Company's service within 120 days prior to registration.
- 2.3 Credit Amount
  - 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 Services;
    - ii. if the Customer changes the address/ the registered name for the Services;
    - iii. if the Customer changes the monthly fee as specified in the Sales and Services Agreement;
    - iv. if the Services and/or related services are terminated/disconnected for whatever reason
- 2.4 This Service Plan is charged on a monthly basis. The monthly charges for the first month will be charged on a pro-rata basis from the service effective 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 Services 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 at the time on the expiry date of the Term.

## 2.6 Cooling-off Period after Service Activation

- a) Customer who register the Services for the first time is entitled to a 7-day cooling-off period commencing from the service activation date ("Service Activation Date") of the designated service plan of the Services. The Customer may cancel the Service Plan(s) within the cooling-off period by written notice.
- b) If the Services of a Service Plan 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 3.1.
- c) If the Customer cancels the Service(s)/Service Plan(s) within the cooling-off period, the Customer shall pay the following amounts: (i) special monthly fee calculated on a pro rata basis according to the number of days of the Service(s)/Service Plan(s) used; (ii) charges of any value added service based on actual usage before termination; and (iii) charges for purchasing optional accessories. Charges paid in advance are non-refundable.
- d) Relocation or/ and reconnection for the Services is not entitled for the cooling-off period.

2.7 If the Customer relocates the Services to another residential address during the Term and the Company has use its reasonable efforts to provide the Services 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. Payments Upon Termination

- 3.1 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 Services;
  - b) if the Customer changes the registered name for the Services;
  - c) if the Customer changes the monthly fee as specified in the Sales and Services Agreement;  
or
  - d) if the Services and/or related services are terminated/disconnected for whatever reason (other than termination of Service as specified in Clause 3.3 below).

3.2 If the Customer terminates the Services 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 3.1 but the Customer shall settle all outstanding monies in the Service account and payable shall be the sum of the following amounts : (i) (if applicable) list price (as determined by the Company) of premium enjoyed by the Customer multiply by remaining months of the Term; and (ii) (if applicable) the specified liquidated

damages of optional equipment. Upon such termination, all offers, rights and benefits incidental to the Service Plan subscribed by the Customer shall cease immediately.

#### **4. Others**

4.1 The Services are applicable to the specific equipment or devices approved by the Company, for details: <https://www.smartone.com/other/english/smartonejetfaq.pdf>.