

Terms & Conditions T&C WB002F

SmarTone Home 5G Broadband Services – Fixed Term Service Contract

The following terms and conditions are supplemental to the Terms and Conditions for SmarTone's "Home 5G Broadband Services" (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 SmarTone's Home 5G 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 activation date.

2. Service Plans and 5G Broadband Service ("Services Plan")

- 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 who subscribe service at designated residential area under a fixed home address.
- 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. (Except Clause 2.7 (c))

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 Defer Activation of Service

- a) The arrangement is only applicable to designated Service Plan.
- b) Customer can choose the Service commencement date for the applicable Service Plan during service registration, provided that this date is within 90 days after service registration. Monthly charges for the Service Plan will start from the Service commencement date.

2.7 Trial & Return Guarantee after Service Activation

- a) Customer who register the Services for the first time is entitled to a 7-day Trial & Return Guarantee period commencing from the service activation date ("Service Activation Date") of the designated service plan of the Services (Not eligible for selected promotion plans). The Customer may cancel the Service Plan(s) within the Trial & Return Guarantee period by written notice.
- b) If the Services of a Service Plan is cancelled during the Trial & Return Guarantee 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 7-day Trial & Return Guarantee period, the Customer is not required to pay the monthly fee for the Service Plan and 5G Broadband service equipment rental. The refund of fee paid by customer for Service Plan / Rental and / or purchasing 5G Broadband service equipment from the Company shall be arranged upon return of the 5G Broadband service equipment to the Company.
- d) Relocation or/ and reactivation for the Services is not entitled for the Trial & Return Guarantee.

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 2.7(b) and Clause 3.1).

3.2 The provision of the service is subject to the network coverage of the Company. In case particular spots where the 5G network are not available, we will continue to provide the service through 4G network. Internet experience can vary due to factors such as the relative position between user and the base stations, the download server resources, Internet traffic conditions, the number of users, users' devices and other factors that may arise. Wi-Fi coverage depends on factors such as area & layout of the premises, construction materials, and other extraneous factors. If the Customer terminates/disconnects the Service for above reason, the Customer shall pay the Company liquidated damages specified in Clause 3.1.

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/tchinese/smartonejetfaq.pdf> .