

Terms & Conditions T&C B04X

(Contract terms for Wireless Fixed Broadband for selective customer)

1) Wireless Fixed Broadband Services (“Services”)

Wireless Fixed Broadband Services is hereinafter referred to as “the Services”.

2) Retention Offer

a) Service Plan

i) The Customer shall use the following applicable Service Plan for 24 months (“Term”):

Service Plan	Residential Plan	Business Plan
Broadband	\$99 Monthly Plan (8GB data usage per month)	\$188 Monthly Plan (8GB data usage per month)

If the Customer changes the registration address (“New Registration Address”) of the Services during the Term and the New Registration Address is a commercial premises (as determined by the Company), the Customer is required to subscribe or deemed to have subscribed to the Business Plan (\$188 / \$238) for the remaining Term.

ii) Whenever the data usage of the Customer under the relevant Service Plan nearly reaches the specified data usage (“Specified Data Usage”) the Company will notify the Customer by SMS of his data consumption. The Customer may by return SMS purchase a top-up of 1GB at \$100 (“Top Up”) for usage of data for the remaining period of that month. If the Customer does not wish to purchase the Top Up, data service under the relevant Service Plan will be automatically suspended when the Customer’s data usage reaches the Specified Data Usage. Customer may purchase the Top Up at that time or wait until the beginning of the next monthly bill for the new Specified Data Usage allowance under the relevant Service Plan.

b) Extra 2GB data usage per month (“2GB data usage”)

Selective Customer who subscribe to \$138 or above Integrated Voice and Data Plan under Mobile Telephone Services with SmarTone Mobile Communications Limited (“Selected Mobile Service Plan”) can enjoy a free 2GB data usage per month during the Term. The Customer’s registered name of the Mobile Telephone Service must be the same as the name registered for Wireless Fixed Broadband Service. The Customer shall not be entitled to 2GB data usage upon the occurrence of any of the following events:

- i) if the Customer changes the Services or the telephone number;
- ii) if the Customer changes the registered name for the Services;
- iii) if the Customer changes the Service Plan as specified in Sales and Services Agreement; or
- iv) if the Customer changes the Selected Mobile Service Plan; or
- v) if the Customer changes the registered name for the Selected Mobile Service Plan; or
- vi) if the Customer changes the Selected Mobile Service Plan as specified in Sales and Services Agreement to a (i) selected mobile service plan with monthly fee below \$138 or (ii) other mobile service plan; or

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- vii) if the Services and/or related services are terminated/disconnected for whatever reason.

- c) The Customer shall pay the Company liquidated damages (total monthly fee of the Service Plan as specified in the Sales and Services Agreement x remaining months in the Term or \$800, whichever is higher) upon the occurrence of any of the following events before the expiry of the Term:
 - i) if the Customer changes the Services or the telephone number;
 - ii) if the Customer changes the registered name for the Services;
 - iii) if the Customer changes the Service Plan as specified in Sales and Services Agreement; or
 - iv) if the Services and/or related services are terminated/disconnected for whatever reason.

- d) The Services supports usable download speeds typically 2 to 6 Mbps and upload speeds typically 500kbps to 2 Mbps. Usable connection speeds can vary due to factors such as relative position between the Customer and the base station, download server source, Internet traffic conditions, number of users, computer hardware, software and other factors that may arise.

3) Data Services for Wireless Fixed Broadband Services (“Data Services”)

- a) The data usage on Wireless Fixed Broadband Services includes Internet browsing, watching videos on the Internet, file upload/download, VoIP, instant messaging and Wi-Fi sharing the connection with others.

- b) The Services shall not be used under any one of the following circumstances, including but without limitation (i) using the Services in any manner which adversely affects the Company’s ability to provide, complete or maintain the level or quality of its network or other services; and (ii) in any manner which is designed to cause loss or damage to the Company such as using the Services for commercial purposes or reselling the Services.

- c) If the Customer fails to comply with any of the prohibitions specified in Clause 3(b); or upon the occurrence of any one or more of the circumstances specified in Clause 3(b); or if in the reasonable opinion of the Company, the Customer’s use of the Services adversely affects the Company’s ability to provide, complete or maintain the level or quality of its Network or other services or to cause loss or damage to the Company, the Company may forthwith take such steps it considers reasonably necessary or appropriate including but not limited to restricting, limiting, suspending or terminating the Services to the Customer without notice.