

Terms & Conditions T&C N002H Fibre Broadband Services – Specifications

Smartone Mobile Communications Limited is hereinafter referred to as “the Company”.
Fibre Broadband is hereinafter referred to as “the Service”.

HomeFibre 1000

1. HomeFibre1000 provides 1000M broadband service in designated buildings for local upload/download speed 1Gbps is provided. The bandwidth refers to the maximum of the relevant bandwidth that may be achieved between a customer's premises and the broadband equipment of the relevant building, which may be different from the actual speed performance that a customer may experience. The attainment of the relevant bandwidth depends on various factors including but not limited to the network coverage, types of building infrastructure and performance and configuration of customers' computers. The bandwidth to overseas sites will also be subject to the conditions of local network there, and therefore the bandwidth might be even less. The installation and the service provision of the 1000M broadband service and/or use of the other related devices may be adversely affected by the related technical, circumstantial and other external factors.
2. System requirements for 1000M broadband service: Intel Core2 Duo P8800 CPU, 2GB system memory, Windows XP/ Vista/ 7, 64GB SATA II SSD (speed for writing and reading > 200MB/s), 1000M Ethernet Card or other system requirement required from time to time.
3. When using the Service, it is necessary to use the Optical Network Terminal provided by the Company for successful connection with the network.
4. The Optical Network Terminal needs to plug into the voltage transformer adapter to the external power. This voltage transformer / adapter is only suitable for the Optical Network Terminal offered by the Company. Please do not use this voltage transformer / adapter with other electrical appliances for safety precaution.
5. The optical fibre is extremely sharp as it consists of fine glass line. If the optical fibre line is exposed to air, please contact the Company immediately and a technical specialist will be sent to the Customer's premises for follow up.
6. If the optical fibre is exposed and cracked, please stay away from the optical fibre or its chip to avoid danger.

7. The cracked optical fibre and its chip must be disposed in a sealed container marked with warning message before further handling. Never throw away the optical fibre and its chips in the rubbish bin which does not carry any warning messages and protective measure.
8. Do not smoke or leave tinder or overheated electrical appliance near the optical fibre.
9. Upon successful installation of the optical fibre, please do not look at the exposed optical fibre or the connection point of optical fibre as its strong light will have negative effect on human eyes.

Home Broadband 100

1. Home Broadband 100 provides 100M broadband service in designated buildings for local upload/download speed 100Mbps is provided. The bandwidth refers to the maximum of the relevant bandwidth that may be achieved between a customer's premises and the broadband equipment of the relevant building, which may be different from the actual speed performance that a customer may experience. The attainment of the relevant bandwidth depends on various factors including but not limited to the network coverage, types of building infrastructure and performance and configuration of customers' computers. The bandwidth to overseas sites will also be subject to the conditions of local network there, and therefore the bandwidth might be even less. The installation and the service provision of the 100M broadband service and/or use of the other related devices may be adversely affected by the related technical, circumstantial and other external factors.
2. The "Speed Guarantee" guarantees that the subscribers shall enjoy at least 80% of local uploading and downloading speed as entitled under the specific service plans used by the respective subscribers by connecting to a designated speed test server appointed by the Company under 99.9% circumstances, which means: Subscribers using specific 100Mbps service plan shall be guaranteed to enjoy at least 80Mbps local uploading/downloading transmission speed under 99.9% circumstances. The guaranteed speed is only applicable to broadband service based on either Metro Ethernet technology (with CAT5-E cable connected to customers' premises) or fiber cable laying fiber-optic backbone.
3. Minimum System Requirement for participating "Speed Guarantee" program:
Non FTTH - Intel 1.6GHz CPU, 512MB system memory, Windows XP/ Vista/ 7 and 100M Ethernet card; or other system requirements as recommended by the Company from time to time.
FTTH - Intel Core2 Duo P8800 CPU, 2GB system memory, Windows XP/ Vista/ 7, 64GB SATA II SSD (speed for writing and reading > 200MB/s), 1000M Ethernet Card; or other system requirements as recommended by the Company from time to time.
4. Under circumstances listed below, the Company shall not offer the guarantee listed above:

- i. Subscriber is not equipped with computer system that meets the Minimum System Requirement.
(Recommended computer system requirements, including but not limited to computer performance, software, applications and their settings, and hardware equipment, including network cards or cable)
 - ii. Broadband service of the subscriber has been affected by the computer software installed by the subscriber or other related factors, which are the causes of failure to achieve the guaranteed speed.
 - iii. Periodic or emergent network maintenance or the network upgrading works resulting in internet service suspension or lower transmission speed or other circumstances and situations that the Company cannot reasonably foresee.
5. The Broadband transmission speed shall be affected by any usage of Broadband Phone or Broadband Television. Therefore, subscriber must switch off the Broadband Phone or Broadband Television to ensure the accuracy of speed transmission when conducting the speed test.
6. Application procedures: If any Subscriber of 100M designated broadband service plan whose computer is equipped with the recommended system requirements considers that the Company failed to provide the guaranteed steady uploading/downloading transmission speed, please call our 24-hour Service Hotline at 2880-2688, and request our Customer Service Officer over the phone to conduct a preliminary transmission speed test for the network. In case the Company fails to provide the guaranteed transmission speed due to possible network problem, Customer Service Officer shall arrange a technician to conduct on-site testing for the Subscriber.
7. Compensation Calculation: If the test result has confirmed that the broadband service provided by the Company fails to achieve the guaranteed speed, the Company shall compensate the Subscriber with twice the amount of the service fee charged for the number of the affected days calculated on a pro-rata basis. The total amount of compensation shall not exceed the monthly service fee that the Subscriber is deemed to pay in accordance with the service plan that he/she subscribed in that particular month. The compensation amount shall be credited to the Subscriber's Smartone account as shown in the next billing invoice for set off of service fee and shall not be converted into cash. Compensation will not be applicable to any month with service fee waiver offered by the Company.
8. Definition of "Affected Days": It is defined as the number of days counted from the date that Subscribers' calling to the Service Hotline for a valid reporting until the date the service is resumed to normal. Even if the broadband service cannot meet the guaranteed speed under the on-site testing as mentioned in Clause 6, the number of affected days shall be limited to a cap of 2 days under the following circumstances if : (i) Subscriber does not accept the Company's arrangement of on-site testing;(ii) the Company is not able to arrange an onsite testing within two days after receiving Subscriber's reporting due to the restriction of the

management office of the premises;(iii) technician is not able to contact the Subscriber at the scheduled appointment time for on-site testing; or (iv) any other unforeseeable and controllable circumstances in which the Company is not able to arrange the technician to conduct onsite testing as scheduled.

9. If the test result meets the transmission speed guaranteed by the Company under the “Speed Guarantee of Home Basic Broadband 100” or if, after investigation, the problem is caused by the Subscriber (for example, the Subscriber does not equipped with a computer system that meets the minimum system requirement as recommended by the Company or any other factors) rather than the Company network, the Subscriber shall pay the Company an on-site inspection charge of an amount to be determined by the Company at its sole discretion from time to time. Such charge will be published at www.smartone.com.
10. “Speed Guarantee” only applies to 100M service plan.
11. The Company reserves all rights to revise the testing standards, compensation rules and to cancel the “Speed Guarantee of Home Basic Broadband 100” Program anytime. In case of any disputes, The Company’s decision shall be final and conclusive.
12. When using the Service, it is necessary to use the Broadband Network Terminal provided by the Company for successful connection with the network.
13. The Broadband Network Terminal needs to plug into the voltage transformer adapter to the external power. This voltage transformer / adapter is only suitable for the Broadband Network Terminal offered by the Company. Please do not use this voltage transformer / adapter with other electrical appliances for safety precaution.