

Terms & Conditions T&C N005CA Fibre Broadband – Fixed Term Service Contract
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The following terms and conditions are supplemental to the Terms and Conditions for “Smartone 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 “Smartone 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. 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 installation address is at designated residential area and have not used 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 Service;
 - ii. if the Customer changes the Service installation address/ the registered name for the Service;
 - iii. if the Customer changes the monthly fee as specified in the Sales and Services Agreement;
 - iv. if the Service and/or related services are terminated/disconnected for whatever reason

2.4 The Customer can change to a higher service plan during the Term and contract period shall remain the same. Customer who change to a lower value service plan is required to pay liquidated damages (as described in Clause 3 below) and also sign a new fixed term contract for the service plan. In both cases, the Customer shall pay an installation fee (if applicable) at the Company’s prevailing rate of charges for the Service from time to time.

- 2.5 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.
- 2.6 Unless otherwise specified by the Customer, the Service will continue to be provided to the Customer after the expiry of the Term and such service will be charged at the same Monthly Service Plan that is chargeable to the Customer on the expiry date of the Term.
- 2.7 The first basic installation fee HK\$1,500 waived. The Company reserves the right to charge back the waived installation fee HK\$1,500 if the Service and/or related services are terminated/disconnected for whatever reason within the contract term. The above Installation Fee only covers the standard installation work. If the Company or its installation staff or contractor, in its absolute discretion, considers under the actual circumstances of the installation address would require installation work beyond the scope of the standard installation work (e.g. high-platform setup, opening ceiling, fixing promat, extra civil works extra is required, etc.), then the Company shall have the right to charge the Customer an extra fee (subject to the cost, complexity, workload and resources availability for the work required).
- 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 Service;
 - b) if the Customer changes the registered name for the Service;
 - c) if the Customer changes the monthly fee as specified in the Sales and Services Agreement;
or
 - d) if the Service and/or related services are terminated/disconnected for whatever reason (other than termination of Service as specified in Clause 3.4 below).
- 3.2 If the Customer terminates the Service during the first 365 days, the Customer shall pay the Company a HK\$1,500 handling charge in addition to the liquidated damages specified in Clause 3.1.
- 3.3 If the Customer requests re-installation of the Service after termination of the same, the Company will charge an installation fee of HK\$1,500 or such amount as determined by the Company at its sole discretion.
- 3.4 If the Customer terminates the Service 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 pay the following amounts : (i) any installation charge previously waived or any difference between the standard installation fee and installation fee paid; and (ii) (if applicable) list price (as determined by the Company) of premium enjoyed by the Customer multiply by remaining months of the Term; and (iii) (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.
- 3.5 Upon termination of the Service, the Customer must return all equipment (if applicable) provided

by the Company to the designated locations within the designated period after date of termination of service. If the Customer does not return the equipment or the equipment is lost or damaged upon return, the Company will charge the Customer (i) HK\$1,500 for Optical Network Terminal and/or (ii) HK\$100 for Adaptor and/or or (iii) such other charges at such rates as specified by the Company from time to time.

4. Other Charge

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

4.2 If the Customer requests any on-site or on-site maintenance service (except for any error/problem caused by the Company's system, equipment/accessories), the Company shall charge a service fee of HK\$400 or such amount as determined by the Company at its sole discretion.

5. myTV SUPER (if applicable)

5.1 myTV SUPER Service

- a) myTV SUPER is provided by TVB.COM LIMITED ("TVB.COM") subject to the terms and conditions in "myTV SUPER Terms of Service". For myTV SUPER Terms of Service ("TOS"), TVB.COM reserves the right to modify any part of the TOS at any time by posting the modified version on www.mytvsuper.com/en. Unless as otherwise stated, all modifications shall automatically be effective upon posting on the site and shall supersede any previous versions. Subscribers agree to review the TOS on www.mytvsuper.com/en regularly to ensure that they are aware of any modifications.
- b) The myTV SUPER Package which includes the myTV SUPER Basic Plan and additional mobile device service are provided by TVB.COM.
- c) Customer understands that the package(s), channel(s) and content(s) included in or available to be subscribed under the myTV SUPER Package may be different from the myTV SUPER available through other channel(s) which are not offered through the Company.
- d) The Customer understands that the Company is not the content provider of the myTV SUPER Package. The channel(s) and content(s) included in the myTV SUPER Package is subject to the announcement of TVB.COM (Please visit www.mytvsuper.com/en). The Company shall not be liable for any change and cancellation of any channel(s) and/ or contents.
- e) Customer of the myTV SUPER Package must be a subscriber of the Company's designated Service Plan. The Customer is responsible to manage the myTV SUPER Package account and the relevant information, including customer ID and account password.
- f) The Customer will not be able to obtain/ view any package(s), channel(s) and content(s) included in the relevant myTV SUPER Package. if the myTV SUPER Package is terminated or suspended due to the following reasons:
 - (i) the Customer terminating the Service Plan before the expiry of the Term; or
 - (ii) termination of Service for whatsoever reason; or
 - (iii) any circumstances beyond the reasonable control of the Company or TVB.COM.

The Company or TVB.COM shall not make any refund or provide replacement under such circumstances.

- g) Any update of the Customer's personal information recorded by the Company does not result in such personal information provided by the Customer being updated at the same time during the registration process of the myTV SUPER Package and vice versa. The Customer should separately contact the Company and login to the myTV SUPER Package account to update the personal information.

5.2 myTV SUPER Package stock arrangement

- a) Customer agrees that the information provided can be used by the Company, its affiliated companies, agents and contractors for processing service application, installation and provision of service, credit assessments, billing, payment collection and customer services in accordance with the Company's Privacy Policy. The Company will protect the Customer's information in accordance with the Company's Privacy Policy and Personal Information Collection Statement which are available for review at www.smartone.com. The Company will not be liable for any failure or delay in performing its obligations which are beyond its reasonable control. The Product may contain links to third party websites that are not controlled by the Company. The Company assumes no responsibility for, the content, privacy policies of any third party websites. In addition, the Company will not and cannot censor or edit the content of any third-party sites.
- b) Customer understands that the 4K high definition program included in the myTV SUPER Package must be supported with relevant hardware including but not limited to 4K TV or player.
- c) Customer understands that if any service in the designated Service Plan is terminated, the myTV SUPER Package and other service(s) will also be terminated. If the broadband service account is suspended for whatever reason, the myTV SUPER Package and other service(s) will also be suspended. The myTV SUPER box and the accessories must be returned to the designated locations within the designated period after date of termination of service. Any failure to return on or before the relevant due date or in case of any loss of or damage to the myTV SUPER box or any part thereof, Smartone will charge the Customer (i) HK\$400 for myTV SUPER box and/or (ii) HK\$80 for Remote and/or (iii) HK\$100 for Adaptor; or (iv) such other charges at such rates as specified by Smartone from time to time.
- d) If the Customer requests any on-site or on-site maintenance service (except for any error/problem caused by the Company's system, equipment/accessories), the Company shall charge a service fee of HK\$400 or such amount as determined by the Company at its sole discretion.
- e) The myTV SUPER box and the accessories will be provided to the Customer for the provisioning of the myTV SUPER Package within the contract period of Service Plan. The myTV SUPER box and the accessories are the service equipment of the Company. The myTV SUPER box and the accessories shall be returned to Smartone stores within 30 days after the expiration or termination of the contract term of Service Plan. Any failure to return on or before the relevant due date or in case of any loss of or damage to the myTV SUPER box or

any part thereof, the Company will charge the Customer (i) HK\$400 for myTV SUPER box and/or (ii) HK\$80 for Remote and/or (iii) HK\$100 for Adaptor; or (iv) such other charges at such rates as specified by the Company from time to time.