

Terms & Conditions T&C N006A
“Home Tel”– Fixed Term Service Contract (Optional Bundle Service with
“ST Fibre Broadband”)

The following terms and conditions are supplemental to the Terms and Conditions for “ST 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 “ST 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. “HomeTel” (Optional Bundle Service with “ST Fibre Broadband”)

The following terms and conditions are supplemental to the Terms and Conditions for “HomeTel” (copies of those conditions are available upon request at SmarTone stores/hotline or retrieved from website www.smartone.com) and shall form an integral part of the Terms and Conditions of “HomeTel”.

2.1 Price Plan

Service	Monthly Fee	Term
HomeTel	HK\$18	24 consecutive Months

- a) A \$200 installation fee will be charged for subsequent “HomeTel” subscribed on or after the service activation date of “ST Fibre Broadband”.
- b) The installation address of the “HomeTel” must be the same as the installation address of the “ST Fibre Broadband”.
- c) “HomeTel” bundled with free value-added service includes caller display, call waiting, conference call and block-the-blocker.
- d) The “HomeTel” will only be applicable to Customer who subscribes to “ST Fibre Broadband” at the same account and have successfully installed the “ST Fibre Broadband”. Each “ST Fibre Broadband” account is entitled to one “HomeTel”. If the “ST Fibre Broadband” cannot be installed successfully for whatever reasons, the subscription of the “HomeTel” will be cancelled immediately.

- e) IDD service will become effective on the service commencement date of the “HomeTel”. The calling time and rates of IDD service will be calculated on a per-minute basis according to the Company’s call records. Each individual call charge will be rounded up to the nearest 10 cents.

2.2 Optional Value-Added Services

Call Forwarding	HK\$15 a month
Speed Dial	HK\$15 a month
Block-the-Blocker	HK\$15 a month

3. Deposit

Customer who does not agree to credit card auto-payment or bank account auto-payment is required to pay a deposit of HK\$1,200 for “Home Fibre 500” and “Home Fibre 1000” and/or HK\$600 for “HomeTel”. Depending on resources availability, some Home Basic Broadband 100 need to use Fiber-to-the-home technology, the Customer would be required to pay the above deposit.

4. Advance Payment

Customer is required to pay 1 month monthly fee as advance payment for the Service Plan.

5. Payments Upon Termination

5.1 The Customer shall pay the Company liquidated damages [total monthly fee of the Monthly fee + (if applicable) monthly fee of Price Plan for “HomeTel” (both as specified in the Sales and Services Agreement)] x [remaining months in the Term (as described in Clause 2.1)] upon the occurrence of any of the following events before the expiry of the Term:

- a) if the Customer changes “ST Fibre Broadband” and/or “HomeTel” ;
- b) if the Customer changes the registered name for “ST Fibre Broadband” and/or “HomeTel” ;
- c) if the Customer changes the service number for “ST Fibre Broadband” and/or the telephone number for “HomeTel” ;
- d) if the Customer changes the Monthly fee for “ST Fibre Broadband” and/or (if applicable) the Price Plan for the “HomeTel” (both as specified in the Sales and Services Agreement); or
- e) if “ST Fibre Broadband” and/or “HomeTel” and/or related services are terminated/disconnected for whatever reason (other than termination of Service as specified in Clause 5.4 below).

5.2 If the Customer terminates “ST Fibre Broadband” during the first 365 days, the Customer shall pay the Company a HK\$680 handling charge in addition to the liquidated damages specified in Clause 5.1.

5.3 If the Customer requests re-installation of “ST Fibre Broadband” and/or the “HomeTel” (if applicable) after termination of the same, the Company will charge an installation fee of HK\$680 or such amount as determined by the Company at its sole discretion.

- 5.4 If the Customer terminates “ST Fibre Broadband” and/or the “HomeTel” (if applicable) 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 5.1 but the Customer shall settle all outstanding monies for “ST Fibre Broadband” and/or the “HomeTel” (if applicable) in the account. Upon such termination, all offers, rights and benefits incidental to the Service Plan and Price Plan for the “HomeTel” (if applicable) subscribed by the Customer shall cease immediately.
- 5.5 Upon termination of “ST Fibre Broadband” and/or “HomeTel” , the Customer must return all equipment (if applicable) provided by the Company to SmarTone’s stores within fourteen (14) days. If the Customer requests the Company to collect the equipment from the Customer’s premises, the Company shall charge the Customer a collection fee of HK\$300 or such amount as determined by the Company at its sole discretion. 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 (iii) HK\$50 for Fibre Patch Cord and/or (iv) HK\$ for HomeTel Box and/or (v) HK\$100 HomeTel Box Adaptor and/or (vi) HK\$50 for HomeTel Cable; or (vii) HK\$1,650 for full set of Optical Network Terminal, Adaptor and Fibre Patch Cord; or (viii) HK\$850 for full set of HomeTel Box, Adaptor and Cable; or (ix) such other charges at such rates as specified by the Company from time to time.

6. Other Charges

- 6.1 If the Customer requires re-installation of the Service due to any change of installation address, the Company shall charge the Customer an installation fee of HK\$400 for service relocation or such other amount as the Company shall stipulate from time to time.
- 6.2 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.