



Copies of Terms and Conditions are available upon request at SmarTone Stores or by calling 24-hour hotline or retrieved from web site www.smartone.com.

Terms & Conditions T&C B04M
(Wireless Fixed Broadband Services - Fixed Term Service Contract)

1) **Deposit**

- a) Customer who does not agree to credit card auto-payment or bank account auto-payment is required to pay deposit.
 - \$800 for Broadband Service Plan
 - \$1,200 for Broadband and Phone Service Plan

2) **Wireless Fixed Broadband Services (“Services”)**

- a) The Wireless Fixed Broadband Services is subject to the General Conditions of Service of SmarTone Communications Limited (“the Company”). Please refer to T&CB01-03 published at <http://www.smartone.com>.

- b) Broadband Service Plan

Residential Plan	\$99 / month
Business Plan	\$188/ month

- Broadband and Phone Service Plan

Residential Plan	\$148 / month
Business Plan	\$238 / month

If the registration address which the Customer registers the Services is a commercial premises (as determined by the Company), the Customer is required to subscribe or deemed to have subscribed to the above Business Plan.

- c) The Customer is required to subscribe the above selected service plan for 24 months (“Fixed Term”) from the date of service activation.
- d) The Customer will be assigned a new telephone number before the port in of the Fixedline Number for the use of the Company’s Services. After the Fixedline Number has been successfully ported into the Company’s Services, the new telephone number will be returned to the Company and the port in Fixedline Number will be used for the Company’s Services. (Applicable to above Broadband and Phone Service Plan subscribers only)
- e) The Customer shall pay the Company liquidated damages (total monthly fee of the above selected service plan x remaining months in the Fixed Term or \$800, whichever is higher) upon the occurrence of any of the following events before the expiry of the Fixed Term:



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- if the Customer changes the Services or the telephone number;
- if the Customer changes the registered name for the Services;
- if the Customer changes the selected service plan; or
- if the Services and related services are terminated/disconnected for whatever reason.

3) Wireless Fixed Broadband Services (“Services”) and Fax Service (if applicable)

- a) The Fax Service is subject to the Terms and Conditions for Fax Service of SmarTone Communications Limited (“the Company”). Please refer to T&C B05 published at <http://www.smartone.com>.
- b) The below Fax Service Plan is only available to Customers who have subscribed the Broadband and Phone Service Plan.
- c) Fax Service Plan

Smart Duplex Plan (only available with Residential Plan)

Monthly fee	Term
\$28	24 months

Standalone Plan

Monthly fee	Term
\$68	24 months

- d) The Customer shall subscribe to the Fax Service Plan for 24 months from the service effective date.
- e) If the Customer subscribes the Fax Service Plan at the same time of subscription of the Services, the 24 months fixed term for both the Fax Service Plan and the Services shall start from the service effective date of both the Services and the Fax Service Plan. If the Customer subscribes the Fax Service Plan after Customer has already subscribed the Services, a new 24 months fixed term applicable to the Fax Service Plan and Services shall supersede the existing Fixed Term for the Services. The new 24 months fixed term shall start from the service effective date of the Fax Service Plan. The 24 months fixed term for the Fax Service Plan and the Wireless Fixed Broadband Services Plan is hereinafter referred to as “Wireless Fixed Broadband and Fax Service Term”.
- f) The Customer shall pay the Company liquidated damages (total monthly fee for Services Plan plus Fax Service Plan x remaining months in the Wireless Fixed Broadband and Fax Service Term or \$800, whichever is higher) upon the occurrence of any of the following events before the expiry of the Wireless Fixed Broadband and Fax Service Term:

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- if the Customer changes the Services or Fax Service number;
- if the Customer changes the registered name for the Services or Fax Service Number;
- if the Customer changes the selected service plan; or
- if the Customer's Services and/or Fax Service and related services are terminated/disconnected for whatever reason.

g) Where the Customer has registered an account with the Company's affiliate, SmarTone Mobile Communications Limited for mobile telephone services ("Mobile Account"), the Customer can request the Company to consolidate the Mobile Telephone Account with the Fixed Broadband Account into one for payment settlement arrangement.

4) Offer for Subscription of Wireless Fixed Broadband F-Secure PC Protection

a) Term

The Customer is required to subscribe to the specified Wireless Fixed Broadband Services F-Secure PC Protection Service Plan for 24 months from the service effective date. ('Term')

b) Offer for Wireless Fixed Broadband Services: F-Secure PC Protection Service Plan

Applicable Plan: Specified Wireless Fixed Broadband Services F-Secure PC Protection Service Plan

F-Secure PC Protection is only applicable to Wireless Fixed Broadband Services subscribers. Once the Wireless Fixed Broadband Services is terminated, the F-Secure PC Protection service is no longer applicable.

Type of user: Residential User / Business User

Credit Amount and Payment Method:

Service Plan	Edition	Fee	Credit Arrangement		Liquidated damages (HK\$)
<input type="checkbox"/> For 1 computer	Essential	\$12	6 months fee waived. The waived monthly fee shall be credited to the Customer's account 1st to 3 rd monthly bill and 22 nd to 24 th monthly bill	1st monthly bill after the date of activation of the Wireless Fixed Broadband Services F-Secure PC Protection	\$270
<input type="checkbox"/> For 2 computers	Essential	\$22			
<input type="checkbox"/> For 3 computers	Essential	\$30			
<input type="checkbox"/> For 1 computer	Professional	\$18			
<input type="checkbox"/> For 2 computers	Professional	\$33			
<input type="checkbox"/> For 3 computers	Professional	\$45			

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- c) If, on the date of this Sales & Services Agreement, the Account is already subject to an arrangement (each a "**Previous Credit Arrangement**") under which any sums or charges prepaid by the Customer or the Company are to be credited by the Company to the Account, the crediting of the first installment to the Account by the Company under this Sales & Services Agreement shall be postponed to the date falling 30 days after the date of cessation of: (a) the Previous Credit Arrangement; or (b) if there is more than one Previous Credit Arrangements, the Previous Credit Arrangement with the latest expiry date.
- The date of cessation of the Previous Credit Arrangement will be deemed to be the date on which the last amount to be credited to the Account under the Previous Credit Arrangement is actually credited to the Account.
- d) The credit amount of the monthly fee ("Credit Amount") paid by the Company will only be applied by the Company to meet the Customer's payment obligations for the Service Plan specified above to the Company in respect of the Account. However, the Customer cannot set-off any other sum payable to the Company against any part of the Credit Amount payable by the Company to the Account.
- e) The Credit Amount cannot be exchanged for cash.
- f) The Company shall not be under any obligation to pay any interest to the Customer on the Credit Amount.
- g) The Customer shall not be entitled to the Credit Amount or any balance thereof:
- if the Customer changes the Services number / the registered name for the Services; or
 - if the Customer changes to a service plan not specified above ; or
 - if the Customer disconnects the selected service; or
 - if the Customer enjoys other Services special offer ; or
 - if the Services is terminated/disconnected for whatever reason.
- h) The Customer shall pay the Company liquidated damages upon the occurrence of any of the following events before the expiry of the Term:
- if the Customer changes the Services number / the registered name for the Services; or
 - if the Customer changes to a service plan not specified above ; or
 - if the Customer disconnects the selected service; or
 - if the Customer enjoys other Services special offer ; or
 - if the Services is terminated/disconnected for whatever reason.
- i) If the Customer subscribes more than one of the above service plan, only one Credit Amount will be credited to the Customer. The Credit Amount will be the selected service plan with the highest fee amount.