

<b>Terms &amp; Conditions T&amp;C N004VB</b> <b>“ST Fibre Broadband” – Fixed Term Service Contract</b>
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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](http://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. Service Plans**

2.1 Standard Price

Service	Standard Price	Term
Home Basic Broadband 100	HK\$168 Monthly Plan	24 consecutive months
HomeFibre 500	HK\$178 Monthly Plan	24 consecutive months
HomeFibre 1000	HK\$198 Monthly Plan	24 consecutive months

- a) WiFi service is only applicable at the Company’s designated wireless hotspots, for details, pls visit [www.smartone.com](http://www.smartone.com)
- b) No first time installation fee required.

2.2 Switch-in Offer

- a) Customer who accepts Switch-in Offer is entitled to up to 6 free service months provided the total Term will be
  - (i) number of free service months; plus
  - (ii) 24 months

For example, if a customer opts in for 3 free service months, the total Term will be 27 months (3 free service months + 24 months = 27 months in total).

- b) The monthly service fee waiver cannot be returned or exchanged for cash.
- c) The Company may request the Customer to present his existing broadband service contracts or bills with the other operator as verification.
- d) The Company has the final decision on the number of free service months to be offered.

### 2.3 Super Value Price

<b>Service</b>	<b>Super Value Price</b>
Home Basic Broadband 100	HK\$148 Monthly Plan
HomeFibre 500	HK\$158 Monthly Plan
HomeFibre 1000	HK\$178 Monthly Plan

- a) Super Value Price is calculated based on Standard Price minus the cash bonus for the respective service plans. The cash bonus for Home Basic Broadband 100, HomeFibre 500 and HomeFibre 1000 is \$20/month respectively.
- b) The cash bonus 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 Super Value Price service plan is subject to change from time to time.
- d) Customer who has registered for the Service and simultaneously subscribed to a designated monthly plan for the Company's mobile telephone services ("Monthly Mobile Plan") or HomePhone+ ("HomePhone+") will be eligible for the Super Value Price in place of the Standard Price for the Term subject to the following conditions.
- e) The Service and the designated Mobile Monthly Plan should be registered under the same name and account; for HomePhone+, the Service and the HomePhone+ should be registered with same HKID. Otherwise the Customer will not be entitled to the Super Value Price.
- f) The Super Value Price will apply according to the bill date of the Service provided that the designated Mobile Monthly Plan or HomePhone+ is active. Cash bonus will be credited to the monthly bill. If the designated Mobile Monthly Plan or HomePhone+ is terminated/disconnected for whatsoever reason on the bill date of the Service, the Super Value Price of that month will not apply and the Customer will be charged the Standard Price. The Company will check the account status of the designated Mobile Monthly Plan or HomePhone+ on every bill date of the Service to determine whether Super Value Price or the Standard Price will be charged for the Service to the Customer.
- g) One designated Mobile Monthly Plan or HomePhone+ is entitled to one Super Value Price in a bill month.

- h) If the Customer subscribes to two Services and one designated Mobile Monthly Plan or HomePhone+, only the Super Value Price with the higher amount will be given to the Customer.
- i) For customer who has enjoyed the Switch-in Offer, the cash bonus (as described in Clause 2.3(a)) will take effect after the end of the free service months.

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 7 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 The Service Plan is charged on a monthly basis. The monthly charges for the first month will be charged on a non 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 Free Six Months Offer

- a) This offer is only applicable to Home Basic Broadband 100.
- b) The offer can be used in conjunction with Switch-in Offer described in Clause 2.2.
- c) The free service months of this offer are 3rd, 6th, 9th, 12th, 15th, 18th month after the free months of the Switch-in Offer.

For example, if a customer opts in for 3 free service months, the total Term will be 27 months (3 free service months + 24 months = 27 months in total). All the free months will be on 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 6<sup>th</sup>, 9<sup>th</sup>, 12<sup>th</sup>, 15<sup>th</sup>, 18<sup>th</sup>, 21<sup>st</sup> months of the Term.

- d) No cash bonus will be credited on the free service months.
- e) All monthly service fee waivers are not transferable and exchangeable for cash.
- f) The offer is subject to change from time to time.

#### 2.8 Delay Activation

- a) Customer must activate the service within 180 days after successful installation.
- b) Customer is required to pay a HK\$500 prepayment. The prepayment will be rebated to customer's bill after service is started.
- c) The prepayment will be forfeited if customer cancels the service after installation but before service is started. The prepayment will be refunded if the installation is unsuccessful.

### 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” .

### 4. Advance Payment

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

### 5. Optional Accessories

WiFi Router – charges includes one time installation

1Unit	HK\$1,000
2Units	HK\$2,000
3Units	HK\$3,000
4Units	HK\$4,000

HomePlug – charges includes one time installation

2 Units	HK\$800
3 Units	HK\$1,100
4 Units	HK\$1,400
5 Units	HK\$1,700

### 6. Optional Services

Cloud Storage Manager

Cloud Storage Manager	HK\$15 a month
Add-on content encryption feature	HK\$20 a month
Add-on mirror-sync feature	HK\$20 a month

F-Secure

	1PC	2PCs	3PCs
Essential edition	HK\$12 a month	HK\$22 a month	HK\$30 a month
Professional edition	HK\$18 a month	HK\$33 a month	HK\$45 a month

### 7. Payments Upon Termination

7.1 The Customer shall pay the Company liquidated damages (total monthly fee of the 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 7.4 below).

7.2 If the Customer terminates the Service 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 7.1.

7.3 If the Customer requests re-installation of the Service 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.

7.4 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 7.1 but the Customer

shall settle all outstanding monies in the Service account. Upon such termination, all offers, rights and benefits incidental to the Service Plan subscribed by the Customer shall cease immediately.

7.5 Upon termination of the Service, 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; or (iv) HK\$1,650 for full set of Optical Network Terminal, Adaptor and Fibre Patch Cord; or (v) such other charges at such rates as specified by the Company from time to time. (Only applicable to HomeFibre 500 & HomeFibre 1000)

## **8. Other Charges**

8.1 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.

8.2 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.

8.3 Designated service messages (including monthly bill statement via SMS) to non SmarTone mobile number will be charge HK\$1 per SMS.