

Terms & Conditions T&C N004 Fibre Broadband Services – Fixed Term Service Contract

The following terms and conditions are supplemental to the Terms and Conditions for Fibre Broadband Services (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 Fibre Broadband Services.

1. Fixed Term Contract

- 1.1 The Customer shall use the following applicable Service Plan as specified in the Sales and Services Agreement for 24 months (“Term”).
- 1.2 The Service will take effect one day after the service installation.

2. Service Plans

2.1 Standalone Price

Service	Standalone Price	Term
HomeFibre 500	HK\$208 Monthly Plan	24 consecutive months
HomeFibre 1000	HK\$248 Monthly Plan	24 consecutive months

WiFi service is only applicable at our designated wireless hotspots, for details, pls visit www.smartone.com

No first time installation fee required.

2.2 Switch-in Offer

- a) Customer of switch-in plan is entitled to up to 6 free service months to be selected by the Customer provided the total fixed term contract for the switch-in plan is extended by 2 times of the selected free service months. E.g. customer who opts in for 3 free service months, his total contract months will be 30 months (3 free service months + fixed term contract 24 months + 3 months contract extension due to the offer of free service months = 30 months in total).
- b) The monthly service fee waiver cannot be replaced, returned or exchanged for cash. If customer terminates the installed services during the rebate month, the remaining monthly service fee waiver cannot be exchanged for cash.

- c) We may request customers to present their existing broadband service contracts or bills in order to get the Switch-in offer.
- d) SmarTone Mobile Communications Limited has the final decision on the range of free service months.
- e) The promotion of Switch-in offer will be valid until 15 October 2014.

2.3 Super Value Price

Service	Super Value Price
HomeFibre 500	HK\$168 Monthly Plan
HomeFibre 1000	HK\$198 Monthly Plan

- a) Super Value Price is calculated based on Standalone Price minus the cash bonus for the respective service plans. The cash bonus for HomeFibre 500 and HomeFibre 1000 are \$40/month and \$50/month respectively.
- b) The Super Value Price service plan is subject to change from time to time.
- c) 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") will be eligible for the Super Value Price in place of the Standalone Price for the Term subject to the following conditions.
- d) The Service and the designated Mobile Monthly Plan should be registered under the same name and account otherwise the Customer will not be entitled to the Super Value Price.
- e) The Super Value Price will apply according to the bill date of the Service provided that the designated Mobile Monthly Plan is active. Cash bonus will be credited to the monthly bill. If the designated Mobile Monthly Plan 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 Standalone Price. The Company will check the account status of the designated Mobile Monthly Plan on every bill date of the Service to determine whether Super Value Price or the Standalone Price will be charged for the Service to the Customer.
- f) One designated Mobile Monthly Plan is entitled to one Super Value Price in a bill month.
- g) If the Customer subscribes to two Services and one designated Mobile Monthly Plan, only the Super Value Price with the higher amount will be given to the Customer.

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.

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.

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

1 Unit	HK\$1,000
2 Units	HK\$2,000
3 Units	HK\$3,000
4 Units	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 Standalone Price 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 Standalone Price 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 6 months, 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.

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.