

Terms & Conditions T&C WB006A Smartone Home 5G Broadband Services – Fixed Term Service Contract
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The following terms and conditions are supplemental to the Terms and Conditions for Smartone's "Home 5G Broadband Services" (copies of these conditions are available upon request at Smartone stores/hotline or retrieved from website 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's Home 5G Broadband Services ("Services").

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.

2. Smartone Home 5G Broadband Service Plans and Smartone Home 5G Broadband Device Rental Service ("Service Plan")

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 who is using the dedicated Home 5G Broadband Service Plan.

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 Services;
 - ii. if the Customer changes the address/ the registered name for the Services;
 - iii. if the Customer changes the monthly fee as specified in the Sales and Services Agreement;
 - iv. if the Services and/or related services are terminated/disconnected for whatever reason

2.4 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.

2.5 Unless otherwise specified by the Customer, the Services will continue to be provided to the Customer after the expiry of the Term and such service will be charged at the prevailing rate

for the Monthly Service Plan that is chargeable to the Customer on the expiry date of the Term.

- 2.6 SmarTone Home 5G Broadband Service Plans does not include 5G Broadband service equipment; Customer who subscribes to this service plan can enjoy special price to purchase or monthly charge to rent designated model of 5G Broadband service equipment, please contact our salesperson for details
- 2.7 After the expiry of the contract, the Customer will be charged at the prevailing monthly fees for the plan subscribed by the Customer if the Customer continues to use the service.
- 2.8 The provision of the service is subject to the network coverage of the Company. In case particular spots where the 5G network are not available, we will continue to provide the service through 4G network.
- 2.9 Internet experience can vary due to factors such as the relative position between user and the base stations, the download server resources, Internet traffic conditions, the number of users, users' devices and other factors that may arise. Wi-Fi coverage depends on factors such as area & layout of the premises, construction materials, and other extraneous factors.

3. SmarTone Home 5G Broadband Device Rental Service Plan (if applicable)

- 3.1 The Service is only available for existing customers who subscribe to the Company's designated Home 5G Broadband Service Plan on a designated month contract subscription.
- 3.2 Customer is required to make a prepayment of HK\$1,500 for "SmarTone Home 5G Broadband Device Rental Service" and the prepayment shall be rebated to the customer's account in installments within the contract period; or Customer who subscribes to the Company's designated Home 5G Broadband Service Plan is required to make a deposit of HK\$1,500 for "5G Broadband Service Equipment Rental Service" which will be refunded in full upon return of the 5G Broadband service equipment in good workable condition.
- 3.3 Wi-Fi coverage depends on factors such as area & layout of the premises, construction materials, and other extraneous factors.
- 3.4 Customers can enjoy free maintenance of the leased equipment during the service period. If exceptions are required for maintenance due to specified circumstances, the company will charge customers additional maintenance fees under this clause at the current rate.
- 3.5 At the end of the contract, the customer will be charged at the prevailing plan price if the customer continues to use the service. Upon termination of the Services, the Customer must return all equipment provided by the Company to SmarTone's stores within fourteen (14) days. Customer shall at its own risk and expense return the rental equipment in the same condition as when delivered to the Customer, ordinary fair wear and tear excepted.
- 3.6 If the Customer refuse to return the rental equipment or returned equipment with any kind of damages due to human-damage / accident / improper usage and cost extra maintenance fee, for details, please visit [SmarTone Home 5G Broadband Frequently Asked Questions](#)

- 3.7 The Company reserves the right of final decision relating to the promotion and any dispute thereof, and may change the Terms and Conditions without prior notice. For service plans and offers detail, please contact salesperson.

4. Payments Upon Termination

- 4.1 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:
- if the Customer changes the Services;
 - if the Customer changes the registered name for the Services;
 - if the Customer changes the monthly fee as specified in the Sales and Services Agreement;
or
 - if the Services and/or related services are terminated/disconnected for whatever reason

5. Other Charge

- 5.1 The Services are applicable to the specific equipment or devices approved by the Company, for details: <https://www.smartone.com/other/english/smartonejetfaq.pdf>.