



Terms & Conditions T&C B04A			
(Fixed Broadband Services and Fixedline Telephone Services - Fixed Term Service Contract)			
Date:		Customer Name:	
Fixed Broadband Services Agreement No.:		Fixed Broadband A/C No.:	
Fixed Broadband and Fixed Telephone No.:	New No.: _____ Port-in No.: _____	Fax No.:	

- 1) Bank of China Credit Card one month free offer
 - a) This offer is only applicable to Customer who agrees to credit card auto-payment with Bank of China Credit Card only. This must be a first time service subscription during the promotional period (as specified by the Company) for the Customer. The Customer must produce and apply credit card auto-payment with Bank of China Credit card upon service subscription. This offer cannot be used in conjunction with the Sun Hung Kai Properties members offer (as specified below) at the same time.
 - b) The Customer agrees to use the Company's Services for 24 months ("Fixed Term") from the date of service activation.
 - c) The Company will rebate the monthly fee amount \$148 for Home Broadband and phone service plan or \$238 for Business Broadband and phone service plan ('Rebate') once into the Customer's account during the Fixed Term.
 - d) The Rebate cannot be exchanged for cash.
 - e) The Customer shall not be entitled to the Rebate and shall pay the Company liquidated damages (Monthly fee 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:
 - if the Customer changes the Fixed Broadband Services or Fixedline Number;
 - if the Customer changes the registered name for the Fixed Broadband Services or Fixedline Number;
 - if the Customer changes the selected service plan; or
 - if the Customer's Fixed Broadband Services and/or Fixedline Telephone Services and related services are terminated/disconnected for whatever reason.

- 2) Sun Hung Kai Properties members one month free offer
 - a) This offer is only applicable to Customer selected by the Company ("Selected Customer"). This must be a first time service subscription during the promotional period (as specified by the Company) for the Selected Customer. The Selected Customer must produce his (i) SHKP membership card; (ii) specified SHKP email; or (iii) the Company's email selecting the Customer as the Selected Customer upon service subscription. This offer cannot be used in conjunction with the Bank of China Credit Card offer (specified above) at the same time.

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

- b) The Customer agrees to use the Company's Services for 24 months ("Fixed Term") from the date of service activation.
 - c) The Company will rebate the monthly fee amount \$148 for Home Broadband and phone service plan or \$238 for Business Broadband and phone service plan ('Rebate') once into the Customer's account during the Fixed Term.
 - d) The Rebate cannot be exchanged for cash.
 - e) The Customer shall not be entitled to the Rebate and shall pay the Company liquidated damages (Monthly fee 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:
 - if the Customer changes the Fixed Broadband Services or Fixedline Number;
 - if the Customer changes the registered name for the Fixed Broadband Services or Fixedline Number;
 - if the Customer changes the selected service plan; or
 - if the Customer's Fixed Broadband Services and/or Fixedline Telephone Services and related services are terminated/disconnected for whatever reason.
- 3) Special Selected Customers one month free offer
- a) This offer is only applicable to Customer selected by the Company ("Selected Customer"). This must be a first time service subscription during the promotional period (as specified by the Company) for the Selected Customer.
 - b) The Customer agrees to use the Company's Services for 25 months ("Fixed Term") from the date of service activation.
 - c) The Company will rebate the monthly fee amount \$148 for Home Broadband and phone service plan or \$238 for Business Broadband and phone service plan ('Rebate') once into the Customer's account during the Fixed Term.
 - d) The Rebate cannot be exchanged for cash.
 - e) The Customer shall not be entitled to the Rebate and shall pay the Company liquidated damages (Monthly fee 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:
 - if the Customer changes the Fixed Broadband Services or Fixedline Number;
 - if the Customer changes the registered name for the Fixed Broadband Services or Fixedline Number;
 - if the Customer changes the selected service plan; or
 - if the Customer's Fixed Broadband Services and/or Fixedline Telephone Services and related services are terminated/disconnected for whatever reason.

Customer Signature / Company Chop

SmarTone Communications Limited

Dealer's Authorized Signature / Company Chop