

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 H10S

(HomePhone+ 12-month Fixed Term Service Contract – Retention)

1) RETENTION OFFER

- a) This offer is only applicable to retention Customer selected by the Company.
- b) Service plan \$68 per month. The Customer agrees to use the Company's Services for 12 months ("Fixed Term").
- c) The Customer shall not be entitled to any Bonus and shall pay the Company liquidated damages (\$68 x remaining months in the Fixed Term or \$500, whichever is higher) upon the occurrence of any of the following events before the expiry of the Fixed Term:
 - (i) if the Customer changes the HomePhone+ telephone number;
 - (ii) if the Customer changes the registered name for the HomePhone+ telephone number;
 - (iii) if the Customer changes the selected Service Plan; or
 - (iv) if the Customer's HomePhone+ telephone number and related service are terminated/disconnected for whatever reason.

If the Customer changes the registration address ("New Registration Address") of the Services during the Term and the New Registration Address is a commercial premises (as determined by the Company), the Customer is required to subscribe or deemed to have subscribed to the Business Plan (\$88) for the remaining Term. If the Customer has also subscribed a fax service for the Term, the Customer is deemed to have also subscribed to the Business Fax Plan (\$68) for the remaining Term.

2) FAX PLAN AND LIQUIDATED DAMAGES

- a) The Customer shall pay the Company liquidated damages specified in the Sales and Services Agreement upon the occurrence of any of the following events before the expiry of the fixed contract term for use of the HomePhone+ Fax Service (as specified in the Sales and Service Agreement):
 - (i) if the Customer changes the fax number for the HomePhone+ Fax Service;
 - (ii) if the Customer changes the registered name for the fax number for the HomePhone+ Fax Service;
 - (iii) if the Customer changes the selected Service Plan for the HomePhone+ Fax Service; or
 - (iv) if the Customer's fax number for the HomePhone+ Fax Service and/or the related HomePhone+ Fax Service is terminated/ disconnected for whatever reason.

3) GENERAL CONDITIONS

- a) The Company's service plan is subject to the General Conditions of Service of SmarTone Communications Limited, which will be revised from time to time without prior notice. The Conditions are published at smartone.com.