

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 H11A

(HomePhone+ \$81 x 28-month Fixed Term Service Contract – Nine Months Free Offer)

HomePhone+ Services is hereinafter referred to as “the Services”.

1) ADVANCE PAYMENTS

- a) Customer is required to pay a \$300 advance payment. Monthly fee and other fees relating to the Services will be directly deducted from the advance payment.
- b) For Customer who agrees to credit card auto-payment, \$300 will be debited from the Customer's credit card when account balance is less than \$100. If the fees relating to the Services are higher than \$300 and there are insufficient balances in the Customer's account, the fees plus \$300 will be debited from the Customer's credit card.

2) SERVICE FEE\$81 – NINE MONTHS FREE OFFER

- a) The Customer is required to subscribe service plan \$81 per month for 28 months ('Term').
- b) The Company will rebate the monthly fee amount \$729 ('Rebate') into the Customer's account in the 9th – 11th, 16th – 18th, 23rd – 25th month starting from the first bill date of the Term.
- c) The Rebate cannot be exchanged for cash.
- d) The Customer shall not be entitled to the Rebate and shall pay the Company liquidated damages (\$81 x remaining months in the Term or \$500, whichever is higher) upon the occurrence of any of the following events before the expiry of theTerm:
 - (i) if the Customer changes the telephone number;
 - (ii) if the Customer changes the registered name for the Services;
 - (iii) if the Customer changes the selected service plan; or
 - (iv) if the Services 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

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have subscribed to the Business Plan (\$68/\$118) 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.

3) **PORT-IN REBATE**

- a) This offer is only applicable to Customer who port in his fixedline number ("Fixedline Number") for fixed telecommunication network services with other fixed telecommunications network operator.
- b) The Customer will be assigned a new wireless fixedline number ("Service Number") for the use of the Services. The Customer shall use the Services under the Service Number for 28 months ("Fixed Term") before the port in of the Fixedline Number. After the Fixedline Number has been successfully ported in to the Company's Services, the Service Number will be returned to the Company and the port in Fixedline Number will be used for the Company's Services.
- c) A lump sum rebate ("Port In Rebate") will be credited to the Customer's account on the first bill date after successful port in of the Fixedline Number. The Port In Rebate equals to \$81 x number of months which the Customer has used the Company's Services under the Service Number. The maximum Port-In Rebate is 3 months monthly fee.
- d) The Port-In Rebate cannot be exchanged for cash.
- e) If Customer terminates the Sales and Services Agreement or cancels the port in application before the port in of the Fixedline Number, the Customer will no longer be entitled to the Port In Rebate and shall pay the Company liquidated damages which is equal to the total sum of the basic monthly fee at \$81 multiply by remaining months of the Fixed Term or \$500 whichever is higher.

4) **HOMEPHONE+ FAX SERVICE ("FAX SERVICE") 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 Fax Service (as specified in the Sales and Service Agreement):
 - (i) if the Customer changes the fax number for the Fax Service;
 - (ii) if the Customer changes the registered name for the Fax Service;

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(iii) if the Customer changes the selected service plan for the Fax Service ; or

(iv) if the Fax Service and/or the related service are terminated/ disconnected for whatever reason.