

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 H04

(Fixed Term Service Contract/ Standard Service Contract)

1) **ADVANCE PAYMENTS**

a) Standard Service Contract

- (i) 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) Fixed Term Service Contract

- (i) Customer is required to pay the following applicable advance payments. Monthly fee and other fees relating to the Services will be directly deducted from the advance payment:

- \$600 for 18 or 24 months fixed term contract residential plan
- \$400 for 18 months fixed term contract business plan
- \$600 for 24 months fixed term contract business plan

For credit card auto-payment: \$300 will be debited from the Customer's credit card when account balance is less than \$100.

c) Line-only Offer \$88

- (i) Customer is required to pay an advance payment of \$300. Monthly fee and other fees relating to the Services will be directly deducted from the advance payment.

For credit card auto-payment: \$300 will be debited from the Customer's credit card when account balance is less than \$100.

If the registration address which the Customer registers the HomePhone+ Services is a commercial premises (as determined by the Company), the Customer is required to subscribe or deemed to have subscribed to the above Business Plan (\$118 x 24 months).

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.

2) LIQUIDATED DAMAGES

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

3) SERVICE PLANS

- a) Special Switching Offer
- (i) This offer is only applicable to Customers who have an existing fixed term contract (with 1 day to 9 months remaining) for fixed telecommunication network services ("Fixedline Contract") with other fixed telecommunication network operator.
 - (ii) The Customer should port out the fixedline number under the Fixedline Contract ('Fixedline Number') to the Company upon the expiry of the Fixedline Contract.
 - (iii) The Customer is required to sign a New Number Sales and Services Agreement for 18 months and a Port-in Sales and Services Agreement for the use of the Company's Service before the port in of the Fixedline Number. The New Number Sales and Services Agreement will be effective from the date of signing the agreement and shall terminate after successful port in of the Fixedline Number. The Sales and Services Agreement after port in of the Fixedline Number will be effective from the port in date. The contract period for the Sales and Services Agreement will be 18 months.

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.

- (iv) The Customer will be assigned a new wireless fixedline number under the New Number Sales and Services Agreement before the port in of the Fixedline Number for the use of the Company's Service. After the Fixedline Number has been successfully ported in to the Company's Services, the new wireless fixedline number will be returned to the Company and the port in Fixedline Number will be used for the Company's Service.
 - (v) The Customer is required to pay \$118 per month under the New Number Sales and Services Agreement before the port in of the Fixedline Number. A lump sum rebate will be credited to the Customer's account on the first bill date after successful port in of the Fixedline Number. The rebate equals to HK\$118 x number of months which the Customer has used the Company's Services for the new wireless fixedline number under the New Number Sales and Services Agreement.
 - (vi) If Customer terminates the New Number Sales and Services Agreement or cancels the port in application before the port in of the Fixedline Number, the Customer is required to pay liquidated damages which is equal to the total sum of the basic monthly fee at HK\$118 per month for the remaining contract period under the New Number Sales and Service Agreement or HK\$500 whichever is higher. The Customer will no longer be entitled to any rebate under the New Sales and Services Agreement.
 - (vii) The rebate cannot be exchanged for cash.
 - (viii) The port in date printed on the Sales and Services Agreement is for reference only, which may vary from the actual port in date.
- b) Buy-out Offer
- (i) This offer is only applicable to Customers who have an existing fixed term contract for fixed telecommunication network services ("Fixedline Contract") with other fixed telecommunication network operator.
 - (ii) The Customer is required to sign a Sales and Services Agreement with the Company and agrees to use the Company's Services for the following periods:
 - Rebate Period (as specified in sub-clause (iii) below) and

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.

- Fixed Term (as specified in sub-clause (iii) below)

The Sales and Service Agreement shall take effect from the date of signing.

- (iii) A monthly fee rebate will be credited to the Customer's account starting from the first bill date after successful port in of the fixedline number ('Fixedline Number') under the Fixedline Contract. The monthly fee rebate is \$118 x remaining contract period (only applies to contract period for the fixed telecommunications network services excluding contract period for value added services or other free services or gifts) under the Fixedline Contract. The maximum number of monthly fee rebate is 6 months. If the remaining contract period under the Fixedline Contract is less than 4 months, the Customer will nevertheless still receive 4 months of monthly fee rebate (the total number of months of monthly fee rebate is referred to as 'Rebate Period'). The Customer agrees to use the Company's Services for 18 months ('Fixed Term') after the completion of the Rebate Period. The Fixed Term will start after the end of the Rebate Period which is the date when all monthly fee rebates to the Customer's account has completely finished.
- (iv) The Company reserves the right to verify the number of months of the remaining contract period under the Fixedline Contract. If the Customer does not have any Fixedline Contract after this verification, the monthly fee rebate to be credited to the Customer will be terminated without prior notice. The Rebate Period is deemed to be completed and the Fixed Term shall come into effect.
- (v) The monthly fee rebate cannot be exchanged for cash.
- (vi) The Customer shall not be entitled to any monthly fee rebate and shall pay the Company liquidated damages (\$118 x 18 months) upon the occurrence of any one the following events before the expiry of the Rebate Period:
 - if the Customer cancels the port in application before the port in of the Fixedline Number.
 - if the Customer changes the Fixedline Number;
 - if the Customer changes the registered name for the Fixedline Number;
 - if the Customer changes the selected Service Plan (other than the Service Plan as specified in Sales and Services Agreement); or
 - if the Customer's Fixedline Number and related service is terminated/disconnected for whatever reason.

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.

(vii) The Customer shall pay the Company liquidated damages (\$118 x remaining months in the Fixed Term or \$500, whichever is higher) upon occurrence of any one of the following events before the expiry of the Fixed Term:

- if the Customer changes the Fixedline Number;
- if the Customer changes the registered name for the Fixedline Number;
- if the Customer changes the selected Service Plan (other than the Service Plan as specified in Sales and Services Agreement); or
- if the Customer's Fixedline Number and related service is terminated/disconnected for whatever reason.

c) Line-only Offer \$88 with \$480 number porting bonus

i) A special bundle offer for purchase of the main phone unit and extension phone at \$680. Special price only available at time of subscription of the Line-only offer \$88.

ii) This offer is only applicable to Customers who port in their fixedline number ('Fixedline Number') for fixed telecommunication network services with other fixed telecommunications network operator.

iii) \$480 number porting bonus will be credited to Customer over 24 months period. \$20 bonus per month for 24 months. The bonus will be credited to the Customer's account starting from the first bill date after successful port in of the Fixedline Number. The Sales and Services Agreement will be effective from the port in date of the Fixedline Number. The contract period for the Sales and Services Agreement will be 24 months ('Fixed Term').

iv) The bonus cannot be exchanged for cash.

v) The Customer shall not be entitled to any bonus and shall pay the Company liquidated damages which is equal to the total sum of the basic monthly fee at HK\$88 per month for the remaining contract period of the Fixed Term under the Sales and Service Agreement or HK\$500 whichever is higher upon the occurrence of any one the following events before the expiry of the Fixed Term:

- if the Customer cancels the port in application before the port in of the Fixedline Number;
- if the Customer changes the Fixedline Number;

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.

- if the Customer changes the registered name for the Fixedline Number;
 - if the Customer changes the selected Service Plan (other than the Service Plan as specified in Sales and Services Agreement); or
 - if the Customer's Fixedline Number and related service is terminated/disconnected for whatever reason.
- vi) The port in date printed on the Sales and Services Agreement is for reference only, which may vary from the actual port in date.
- d) Gift & Premium Offer
- i) The gift is redeemable at designated redemption centers within a redemption period specified on the redemption letter.
 - ii) Gift items cannot be exchanged for cash.
 - iii) The Customer shall not be entitled to any gift offer and shall pay the Company liquidated damages which is equal to the total sum of the basic monthly fee at HK\$118 per month for the remaining contract period of the Fixed Term under the Sales and Service Agreement or HK\$500 whichever is higher upon the occurrence of any one the following events before the expiry of the Fixed Term. If the gift has already been redeemed by the Customer, the Customer shall pay the Company the original price of the gift in addition to the payment for liquidated damages:
 - if the Customer cancels the port in application before the port in of the Fixedline Number;
 - if the Customer changes the Fixedline Number;
 - if the Customer changes the registered name for the Fixedline Number;
 - if the Customer changes the selected Service Plan (other than the Service Plan as specified in Sales and Services Agreement); or
 - if the Customer's Fixedline Number and related service is terminated/disconnected for whatever reason.
 - iv) The port in date printed on the Sales and Services Agreement is for reference only, which may vary from the actual port in date.

4) GENERAL CONDITIONS

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.

- 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 <http://www.smartone.com>.