

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 H07E

(HomePhone+ 30-month Fixed Term Service Contract – Selected Customer Six Months Free Offer)

1) ADVANCE PAYMENTS

- a) Customer is required to pay a \$300 advance payment. Monthly fee and other fees relating to the HomePhone+ 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 HomePhone+ 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) SELECTED CUSTOMER SIX MONTHS FREE OFFER

- a) This offer is only applicable to selected customer. The Customer must produce specified redemption letter upon service subscription.
- b) The Customer is required to subscribe service plan \$88 per month for 30 months ('Fixed Term').
- c) The Company will rebate the monthly fee amount \$408 ('Rebate') into the Customer's account in the 1st – 6th month of 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 (\$88 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+ number;
 - (ii) if the Customer changes the registered name for the HomePhone+ number;
 - (iii) if the Customer changes the selected Service Plan; or
 - (iv) if the Customer's HomePhone+ number and related service are terminated/disconnected for whatever reason.

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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 (\$68/ \$118 x 24 months).

3) MONTHLY FEE \$88 WITH \$480 BONUS

- a) \$480 bonus will be credited to the Customer during the Fixed Term. \$20 bonus per month for 24 months. The bonus will be credited to the Customer's account starting from the 7th bill date of the Fixed Term.
- b) The port in date printed on the Sales and Services Agreement is for reference only, which may vary from the actual port in date.
- c) The bonus cannot be exchanged for cash.
- d) The Customer shall not be entitled to any bonus upon the occurrence of any one the following events before the expiry of the Fixed Term:
 - (i) if the Customer changes the HomePhone+ number;
 - (ii) if the Customer changes the registered name for the HomePhone+ number;
 - (iii) if the Customer changes the selected Service Plan; or
 - (iv) if the Customer's HomePhone+ number and related service are terminated/disconnected for whatever reason.

4) 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 are terminated/ disconnected for whatever reason.