

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](http://www.smartone.com).

**Terms & Conditions T&C H09A**

**(HomePhone+ \$100/month price plan & 2G Mobile Services Fixed Term Service Contract)**

**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) SERVICES PLAN AND LIQUIDATED DAMAGES**

- a) The Customer is required to subscribe service plan \$100 per month for 30 months ('Fixed Term').
- b) Customer shall pay the Company liquidated damages (\$100 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 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; or
  - (iv) if the Customer's wireless fixedline telephone number and related service is terminated/disconnected for whatever reason.

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).

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3) **MONTHLY FEE \$100 WITH \$600 NUMBER PORTING BONUS**

- 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 under the 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.
- c) 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\$100 x number of months which the Customer has used the Company's Services for the new wireless fixedline number under the Sales and Services Agreement (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 30 months ('Fixed Term') from the port in date.
- d) If Customer terminates the 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\$100 per month for the remaining contract period under the 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.
- e) \$600 number porting bonus will be credited to the Customer over 30 months Fixed Term period. \$20 bonus per month for 30 months. The bonus will be credited to the Customer's account starting from the first bill date of the Fixed Term.
- f) The port in date printed on the Sales and Services Agreement is for reference only, which may vary from the actual port in date.
- g) The rebate and bonus cannot be exchanged for cash.
- h) The Customer shall not be entitled to any number porting bonus upon the occurrence of any one the following events before the expiry of the Fixed Term:
  - (i) if the Customer changes the Fixedline Number;
  - (ii) if the Customer changes the registered name for the Fixedline Number;
  - (iii) if the Customer changes the selected Service Plan; or



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(iv) if the Customer's Fixedline Number and related service is 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 is terminated/ disconnected for whatever reason.

**5) FREE 2G MOBILE SERVICE OFFER**

a) This offer is only applicable to Customer who port in his mobile number ('Mobile Number') for mobile telecommunication network services with other mobile telecommunications network operator.

b) The Customer is required to subscribe to 2G Mobile Services contract plan \$50 per month provided by SmarTone Mobile Communications Limited ("SmarTone-Vodafone") for 12 months from the service effective date ('Mobile Service Term') at the same time of subscription of the Services.

c) Service Details and Offer

Applicable Plan: 2G special call plan only

| Monthly Fee                                  | Voice Call   | Free services  |
|--|--|--|
| \$50<br><br>(Free monthly fee for 12 months) | Free basic mins: 550 mins<br><br>Additional charge per min: \$0.2<br><br>(Extra 300 free basic voice call minutes for 12 months) | Intra SMS, caller number display, call waiting, call forwarding, voicemail and conference call |

Remarks: There is an administration fee of \$12/month

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- d) Monthly fee and other fees relating to the Services will be directly debited from HomePhone+ account on behalf of SmarTone Mobile Communications Ltd.
- e) The Customer shall not be entitled to free monthly fee upon the occurrence of the following event before the expiry of the Mobile Service Term:
  - (i) if the Customer's Fixedline Number and related service is terminated/disconnected for whatever reason.
- f) The Customer shall not be entitled to the extra free basic voice call minutes and shall pay the Company liquidated damages (HK\$600) upon the occurrence of any of the following events before the expiry of the Mobile Service Term:
  - (i) if the Customer changes to the Service Plan not specified above; or
  - (ii) if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
  - (iii) if the mobile telephone service to the mobile telephone number is terminated/disconnected for whatever reason.

**6) 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 <http://www.smartone.com>.