

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 H10G

(HomePhone+ \$118 x 24-month Fixed Term Service Contract – Retention)

Date:

Telephone No.:

Account No.:

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

1) RETENTION OFFER

- a) The Customer is required to subscribe service plan \$138 per month for 24 months ('Fixed Term').
- b) The Company will rebate \$480 ('Rebate') to the Customer's account over 24 months period, \$20 bonus per month during the Fixed Term.
- c) The Rebate cannot be exchanged for cash.
- d) The Customer shall not be entitled to any Bonus and shall pay the Company liquidated damages (\$138 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 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 registration address which the Customer registers the Services is a commercial premises (as determined by the Company), the Customer is required to subscribe or deemed to have subscribed to the Business Plan (\$68 / \$118 x 24 months).

2) 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;
 - (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.

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