

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 H10E

(HomePhone+ 28-month Fixed Term Service Contract – Retention)

1) RETENTION OFFER – NINE MONTHS FREE OFFER

- a) The Customer is required to subscribe service plan \$81 per month for 28 months ('Fixed 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 of the Fixed 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 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.

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 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.

2) 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):

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- (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.

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>.