

Copies of Terms and Conditions are available upon request at the Company Stores or by calling the Company hotline or retrieved from the Company web site.

Terms & Conditions T&C H39

("HomePhone+" \$68 x 24 months Fixed Term Service Contract)

"HomePhone+" Services is hereinafter referred to as "the Services".

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) SERVICE FEE \$68

- a) This offer is only applicable to subscription of Services for the selected customers.
- b) The Customer is required to subscribe service plan \$68 per month for 24 months ('Term'). The Term shall start from the service effective date.
- c) Customer can get six months free when he/she subscribes HomePhone+ provided the Customer has an active SmarTone account of selected Smartphone Plan.
- d) The free service months of this offer are the 1st, 2nd, 3rd, 4th, 5th and the 6th month
- e) The Service Plan is charged on a monthly basis. The monthly charges for the seven month will be charged on a full month basis. The monthly charges are payable in advance and non-refundable under whatever circumstances.
- f) Unless otherwise specified by the Customer, such service will continue to be provided to the Customer after the expiry of the Term and such service will be charged at the same Monthly Service Plan that is chargeable to the Customer on the expiry date of the Term.
- g) The Customer shall pay the Company liquidated damages (\$68 x remaining months in the Term or \$500, whichever is higher) upon the occurrence of any of the following events before the expiry of the 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;
 - (iv) if the Services and related service are terminated/disconnected for whatever reason; or
 - (v) if at the request of the Customer or for whatever reason caused by the Customer, the Services cannot be activated within 90 days from the date of the Sales and Services Agreement.