

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 H44
(Contract Term for “HomePhone+” Monthly Plan)

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

1) Term:

- 1.1 The Customer shall use the Service for the period specified in the Sales and Services Agreement (“Term”). The Term shall start from the service effective date.
- 1.2 If Customer fails to accept any contract renewal or notify the Company for termination of Service before the Term expires, the Company will continue to provide the Service to the Customer on a monthly basis after the expiry of the Term and the Service will be charged at the fee rate of prevailing comparable service plan.

2) The Service:

- 2.1 The Customer shall use the Service specified in Sale and Services Agreement (or Supplemental Agreement to Sales and Services Agreement).
- 2.2 The Service is only applicable to the Customer who subscribes the Service at designated residential area with a fixed home address.
- 2.3 Rebate arrangement:
 - 2.3.1 Any fee/amount rebate to the Customer during the Term will be credited by instalment to the monthly bill of the Customer’s Account in the manner specified in the Sales and Services Agreement (or Supplemental Agreement to the Sales and Services Agreement).
 - 2.3.2 The first rebate will be credited to the first monthly bill after the service effective date.
 - 2.3.3 All fee/amount rebate cannot be transferred or exchanged for cash.
 - 2.3.4 Any prepaid or rebate amount does not carry any interest.

- 2.3.5 The Customer shall not be entitled to fee/amount rebate or any balance thereof upon the occurrence of any of the following events:
- i. if the Customer changes the Service; or
 - ii. if the Customer changes the registered address and/or the registered name for the Service; or
 - iii. if the Customer changes the monthly fee as specified in the Sales and Services Agreement; or
 - iv. if the Services and/or related services are terminated/disconnected for whatever reason.
- 2.4 The Service is charged on monthly basis. The service charges for the first month will be calculated on a pro-rata basis from the service effective date to the first bill date. Customer is required to pay \$200 HomePhone+ device fee and one month's service fee in advance. HomePhone+ device fee will be credited to customer's billing account from the 2nd month to 11th month during the contract period.
- 2.5 The Service does not support Care-on-Call service, FAX and Credit Card Machines.
- 2.6 For details of other applicable fees and charges relating to the Service, please visit https://www.smartone.com/homephoneplus/price_plans/english/HP+_other%20charges_eng.pdf

3) Payments Upon Termination

- 3.1 The Customer shall pay the Company liquidated damages (equivalent to the total monthly fee as specified in the Sales and Services Agreement x unexpired months in the Term) or \$500, whichever is higher, upon the occurrence of any of the following events before the expiry of the Term:
- 3.1.1 if the Customer changes the Services; or
 - 3.1.2 if the Customer changes the registered name for the Service; or
 - 3.1.3 if the Customer changes the monthly plan subscription as specified in the Sales and Services Agreement; or
 - 3.1.4 if the Service is terminated/disconnected for whatever reason; or
 - 3.1.5 if the Customer fails to activate the Service within 180 days from the date of the Sales and Services Agreement.

3.2 If the Customer moves to an area where the Company is unable to provide the Service and requests for early termination of the Service, the Company may at its sole discretion to terminate the Service and waive the liquidated damages as specified in Clause 3.1. The Customer, however, under whatever circumstances, shall settle all outstanding sum due and owed by the Customer for the use of the Service which shall include but not limited to the following amounts : (i) (if applicable) list price (as determined by the Company) of premium enjoyed by the Customer multiply by remaining months of the Term; and (ii) (if applicable) the specified liquidated damages of optional equipment. Upon the termination of the Service, all offers, rights and benefits relating to the Service subscribed by the Customer shall cease immediately.

4) Trial & Return Guarantee Period

- 4.1 Customer who registers the Service for the first time shall be entitled to a 7-day Trial & Return Guarantee period commencing from the service activation date of the Service.
- 4.2 If Customer cancels the Service within the 7-day Trial & Return Guarantee period, the Customer shall not be required to pay the monthly fee for the Service and other value-added service(s) related to the Service. Pay-as-you-go charges caused by IDD service(s) incurred within the 7-day Trial & Return Guarantee period must be paid by the Customer and any such paid charges will not be refunded.
- 4.3 Customers is required to complete the porting process within fourteen (14) days from the termination of our service. Failure to do so will result in the customer's inability to continue using the respective telephone number without further notice. During the porting process, our company will not provide the Service.
- 4.4 Upon termination of the Service within the 7-day Trial & Return Guarantee period, the Customer must return all HomePhone+ Service Equipment provided by the Company to any SmarTone's store within fourteen (14) days. Customer shall at its own risk and expense return the Service Equipment in the same condition as when delivered to the Customer, ordinary fair wear and tear excepted. If the Customer fails to return the HomePhone+ Service Equipment or the HomePhone+ Service Equipment or any part thereof is damaged (due to human-damage /accident / improper usage) upon return, the Company will charge the customer repair or maintenance fee as below:

Smartone

1. Loss / Damage of HomePhone+ - VoLTE Access Device - \$399
 2. Loss/ Damage of VoLTE Access Device Power adapter - \$190
- 4.5 If reconnection for the Services is required due to relocation and/or any other reasons, the Customers are not entitled for the 7-day Trial & Return Guarantee period.
- 5) If the Customer changes the registration address (“New Registration Address”) of the Service 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 (\$88) and sign a new Sales and Services Agreement with the Company.
 - 6) The Service is applicable to the specific devices.
 - 7) The Company reserves the right of final decision relating to the promotion and any dispute thereof, and may amend the Terms and Conditions without prior notice. For related service plans and offers details, please ask salespersons.