

## Terms & Conditions T&C H51

### ("HomePhone+" Monthly Plan for Existing Customers)

The following terms and conditions are supplemental to the Terms and Conditions for SmarTone's "HomePhone+" (copies of these conditions are available upon request at SmarTone stores/hotline or retrieved from web site [www.smartone.com](http://www.smartone.com)) made between SmarTone Mobile Communications Limited ("the Company") and the Customer and shall form an integral part of the Terms and Conditions of SmarTone's HomePhone+ ("Service"). **By use of the Service, the customer of the Company (the "Customer") agrees to accept and be bound by the Terms and Conditions.** The Company reserves the right to revise the Terms and Conditions at any time, with or without prior notice. **By continuing to use the Service, the Customer agrees that the amended and restated terms and conditions will apply to him/her. The Customer must not subscribe to the Service if the Customer does not accept all of the Terms and Conditions.**

#### 1. HomePhone+ Service Plan ("Service Plan")

- 1.1. This offer is only applicable to selected existing active mobile monthly plan customers and/or Home 5G broadband monthly plan customers.
- 1.2. Each Customer account is entitled to this offer once.
- 1.3. The Customer shall use the Service Plan specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement).
- 1.4. Customers must purchase designated phone access devices in order to enjoy a monthly rebate of \$68 for the Service Plan. Rebate arrangement:
  - 1.4.1. 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).
  - 1.4.2. The first rebate will be credited to the first monthly bill after the service effective date.
  - 1.4.3. All fee/amount rebate cannot be transferred or exchanged for cash.
  - 1.4.4. Any prepaid or rebate amount does not carry any interest.
  - 1.4.5. 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 all the Services and/or related mobile and/or Home 5G broadband services under the same account are terminated/disconnected for whatever reason.
- 1.5. If the Customer reconnects the service within a specified period of 100 days after the suspension of the account/related services, the monthly rebate for the Service Plan will resume. However, rebates that expired during the suspension period will not be compensated.
- 1.6. Service Plan is only applicable to the Customer who subscribe to service at designated residential area under a fixed home address. If the designated device for the Service is removed from the registered address, the service will be disconnected automatically. The Service will be resumed within 2 hours upon reposition of the device to the registered address.
- 1.7. This Service Plan is charged on a monthly basis. The monthly charges for the first month will be charged on a pro-rata basis from the service effective date to the first bill date. The monthly charges are payable in advance and non-refundable under whatever circumstances.
- 1.8. Defer Activation of Service
  - a) The arrangement is only applicable to designated Service Plan.
  - b) Customer can choose the Service commencement date for the applicable Service Plan during service registration, provided that this date is within 180 days after service registration. Monthly charges for the Service Plan will start from the Service commencement date.
- 1.9. This Service plan does not have a 7-day trial guarantee.
- 1.10. The Service is applicable to designated devices. The Service does not support Care-on-Call service, FAX and Credit Card Machines.

- 1.11. For details of other applicable fees and charges relating to the Service, please visit [https://www.smarttone.com/homephoneplus/price\\_plans/english/HP+\\_other%20charges\\_eng.pdf](https://www.smarttone.com/homephoneplus/price_plans/english/HP+_other%20charges_eng.pdf)
- 1.12. IDD calling service and other VAS are available for use and subject to charges. Customer is required to pay Pay-as-you-go charges caused by IDD calling service / monthly caused by related VAS. Please click [001IDD](#) & [1638 IDD](#) for more details of IDD calling service.
- 1.13. Terms & Conditions apply, please refer to [T&C-H01](#).
- 1.14. The Customer understands, confirms and agrees that the Service is provided by the Company on an "as is" and "as available" basis. The Company makes no representations or warranties of any kind (express or implied) with respect to the provision of the Service including but not limited to the suitability for a particular purpose, availability, quality, nature, accuracy and usefulness or the content or functions of the Service. The Company does not warrant the following:
  - 1.14.1. the Service will meet the requirements of the Customer;
  - 1.14.2. the Service will be uninterrupted or delivered timely, securely or error-free,
  - 1.14.3. the results or information that obtained from use of the Service will be accurate or reliable; and
  - 1.14.4. the quality of any services, information or other materials obtained through the Service will meet the Customer's expectation.
- 1.15. **The Customer understands and agrees that the provision of the Service is subject to availability and the discretion of Company, and is only available until such date as the Company may determine and may be rescinded at any time. Notwithstanding anything contained in these Terms and Conditions, the Company is entitled to, with or without notice, (i) modify the contents and other features of the Service (including methods to activate or re-activate the Service), (ii) suspend or terminate the Service; (iii) change the service provider; and/or (iv) provide an alternative product of similar type. The Company shall in no event be liable in any circumstances.**

## 2. Suspension and Termination

- 2.1. Subject to clauses 2.2 and 2.3, the Company may terminate the Service by providing the Customer with not less than thirty (30) working days' prior written notice.
- 2.2. The Company may terminate the Service with immediate effect and without notice: (a) if, in the Company's opinion, providing the Service to the Customer would cause the Company to be in breach of any applicable law, sanction or requirement of any competent authority; (b) if the Company is required to do so in compliance with any law, sanction or requirement of any competent authority or the Company's internal policy or (if applicable) (c) in the event the third party stops providing the Company with any part of the Service. Upon such termination, any obligation due by the Customer to the Company shall become immediately due and payable.
- 2.3. The Company may suspend or restrict the Service in whole or in part (without prejudice to its right under clause 4.2) for any reasons without prior notice to the Customer until the earlier of the end of the Term or any renewed term (if any) of the Service or such other date which the Company may determine, including without limitation where: (a) to carry out system maintenance, upgrading, testing and/or repairs; (b) if the Company is of the opinion that such action is appropriate as a result of your use of the Service; (c) for any reason the Company deems relevant to the management or the operation of any of the Service and the Company's business; (d) the provision of the Service and/or any other services provided by the Company is the subject of any dispute or third party claim; (e) the Customer could not comply with any of any other requirements which the Company may reasonably impose; (f) if the Company is required to do so in compliance with any law, sanction or requirement of any competent authority or the Company's internal policy; (g) (if applicable) the third party stops providing the Company with any part of the Service and (h) if the Company discovers or reasonably suspects that (i) any information which the Customer provides is inaccurate, incomplete, false or misleading in any respect; and/or (ii) the Customer might have participated in any illegal, fraudulent, suspicious, deceptive, abusive or unfair behaviours or otherwise breaching the terms and conditions of the Company or applicable laws and regulations.
- 2.4. **The Customer shall not claim any refund for any reason and the Company shall not be responsible for, or liable to, the Customer for any loss or damage, arising from the suspension or termination of the Service arising from this clause.** The Company reserves the right to charge for reconnection (if applicable).

## 3. Others

- 3.1. Any person who is neither the Customer nor the Company shall have no right to enforce any term of the Terms and Conditions under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong).

- 3.2. If any dispute arises, the Company's decision shall be final.
- 3.3. **In the event of any discrepancy between the English and Chinese versions of the Terms and Conditions, the English version shall prevail.**