

## Terms & Conditions T&C H56

### **(Exclusive "HomePhone+" Monthly Service Upgrade Telephone Equipment Rental Arrangement for Selected Customers)**

The following terms and conditions are additional terms and conditions of HomePhone+ (the "Service") between SmarTone Telecommunications Limited (the "Company") and the Customer (please visit any of our stores or call our Customer Service Hotline or visit our website [www.smartone.com](http://www.smartone.com) to obtain them) and form an integral part of these Terms and Conditions of Service. **By using the Service, the Company's customer ("Customer") agrees to accept and be bound by the Terms and Conditions.** The Company reserves the right to amend the terms and conditions at any time without prior notice. **By continuing to use the Service, the Customer agrees that the revised terms and conditions shall be binding on him. If the customer does not agree to all the terms and conditions, he or she is not allowed to register for the Service or Service offer.**

#### **1. HomePhone+ Service Telephone Equipment Rental Upgrade Arrangement ("Upgrade Arrangement")**

- 1.1. This Upgrade Arrangement is only applicable to selected existing SmarTone "HomePhone+" Customer that are invited.
- 1.2. Each invited Customer can enjoy the Upgrade Arrangement free of charge before the specified date.
- 1.3. The Customer shall rent the Telephone Equipment from the Company for the use of the Services subject to the conditions below:
  - 1.3.1.the Telephone Equipment shall at all times remain the sole and exclusive property of the Company and the Customer shall have no right, title or interest thereto;
  - 1.3.2.the Customer shall pay charges prescribed by the Company for rental of the Telephone Equipment unless the Company otherwise waives such charges;
  - 1.3.3.upon termination of the Services, the Customer shall at its own risk and expense return the Telephone Equipment to the Company upon the Company's request after termination of the Services in the same condition as when delivered to the Customer (except normal wear and tear);
  - 1.3.4.the Company may at any time change or upgrade any Telephone Equipment (including the software) or the network. In such event:
    - (a) the Customer shall change, upgrade, acquire and/or install any such equipment to continue to use the Services; and
    - (b) the Customer agrees to permit the Company to upgrade or replace any Telephone Equipment (including the software) at any time and shall, at the Company's request, return any such equipment in exchange thereof and
    - (c) the company reserves the right to charge a reasonable fee

- 1.4. Notwithstanding anything else in these Terms and Conditions, the Company shall not be responsible and shall not be liable for or obligation under any circumstances to upgrade or replace any equipment or software (even if the Company's systems or networks are changed or upgraded) to ensure the continuity of the Services.
- 1.5. Customers can enjoy free maintenance for the rented Telephone Equipment during the current "HomePhone+" service plan contract period. If repairs are required due to specified circumstances, the Company will charge the Customer an additional fee for all repair costs at the prevailing rates.
- 1.6. If the Service is terminated or suspended for any reason whatsoever, the Customer must return the rented Telephone Equipment according to the requirements set by the Company. The Customer shall bear the risk and expense of returning the rented equipment to the Company in the same condition as when delivered, except for fair wear and tear. If the Customer does not return the rented Telephone Equipment, or if the rented equipment is damaged upon return (e.g., due to man-made damage/accident/misuse, etc.) and requiring repair, the Company will charge the Customer an additional fee for all repair costs at the prevailing rates.
- 1.7. Also subject to the relevant terms and conditions. For details, please refer to [T&C-H01](#).