

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 H34C**

### **("HomePhone+" \$68 x 24-month 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 use credit card auto-payment: Customer is required to pay a \$300 advance payment for settlement of the fees on the first bill. If the total amount of the monthly fee and other fees relating to the Services incurred by the customer in a particular month is more than \$300 and there are insufficient balances in the customer's account, the total amount of the bill plus \$300 will be debited from the customer's credit card. If the account credit balance is less than \$100, \$300 will also be debited from the customer's credit card.

#### **2) SERVICE FEE \$68**

- a) The Customer is required to subscribe service plan \$68 per month for 24 months ('Term'). The Term shall start from the service effective date.
- b) The Service Plan is charged on a monthly basis. The monthly charges for the first month will be charged on a full month basis from the service effective date. The monthly charges are payable in advance and non-refundable under whatever circumstances.
- c) 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.
- d) 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.

**3) PORT-IN BONUS** (if applicable)

- a) This offer is only applicable to Customer who port in his fixedline number ('Fixedline Number') for fixed telecommunication network services with other fixed telecommunications network operator.
- b) The Customer will be assigned a new wireless fixedline number ("Service Number") for the use of the Services. The Customer shall use the Services under the Service Number for 24 months ("Fixed Term") before the port in of the Fixedline Number. After the Fixedline Number has been successfully ported in to the Company's Services, the Service Number will be returned to the Company and the port in Fixedline Number will be used for the Company's Services.
- c) A lump sum Bonus ("Port In Bonus") will be credited to the Customer's account on the first bill date after successful port in of the Fixedline Number. The Port In Bonus equals to \$68 x number of months which the Customer has used the Company's Services under the Service Number. The maximum Port-In Bonus is 6 months monthly fee.
- d) The Port-In Bonus cannot be exchanged for cash.
- e) If Customer terminates the Sales and Services Agreement for the Services or cancels the port in application before the port in of the Fixedline Number, the Customer will no longer be entitled to the Port In Bonus and shall pay the Company liquidated damages (\$68 x remaining months of the Fixed Term or \$500, whichever is higher).

#### 4) Trial & Return Guarantee Period

- a) Customer who registers the Services for the first time shall be entitled to a 7-day Trial & Return Guarantee period commencing from the service activation date of the designated service plan of the Services.
- b) If the customer cancels the Service(s)/Service Plan(s) within the 7-day Trial & Return Guarantee period, the customer shall not be required to pay the monthly fee for the Service Plan. Any Pay-as-you-go charges caused by IDD service within the 7-day Trial & Return Guarantee period must be paid by the customer and any such paid charges will not be refunded.
- c) Upon termination of the HomePhone+ Service within the 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 and maintenance fee as below:
  - i. Loss/ Damage of HomePhone+ - Main Unit - \$780
  - ii. Loss/ Damage of Charging Cradle - \$40
  - iii. Loss/ Damage of USB Charger- \$40
  - iv. Loss/ Damage of Li-ion Battery - \$65

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 (\$88) for the remaining Term.

The Company reserves the right of final decision relating to the promotion and any dispute thereof, and may change the Terms and Conditions without prior notice. For service plans and offers detail, please ask salespersons.