

Copies of Terms and Conditions are available upon request at SmarTone Stores or by calling 24-hour hotline or retrieved from web site [www.smartone.com](http://www.smartone.com).

**Terms & Conditions T&C H09**

**(HomePhone+ Services with Main & Extension Telephone Fixed Term Service Contract)**

**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 balance in the Customer's account, the fees plus \$300 will be debited from the Customer's credit card.

**2) SERVICES PLAN AND LIQUIDATED DAMAGES**

- a) The Customer is required to subscribe service plan \$100 per month for 30 months ('Fixed Term').
- b) Customer shall pay the Company liquidated damages (\$100 x remaining months in the Fixed Term or \$500, whichever is higher) upon the occurrence of any of the following events before the expiry of the Fixed Term:
  - (i) if the Customer changes the wireless fixedline telephone number;
  - (ii) if the Customer changes the registered name for the wireless fixedline telephone number;
  - (iii) if the Customer changes the selected Service Plan; or
  - (iv) if the Customer's wireless fixedline telephone number and related service is terminated/disconnected for whatever reason.

If the registration address which the Customer registers the HomePhone+ Services is a commercial premises (as determined by the Company), the Customer is required to subscribe or deemed to have subscribed to the above Business Plan (\$118 x 24 months).

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3) **MONTHLY FEE \$100 WITH \$600 NUMBER PORTING BONUS**

- 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) \$600 number porting bonus ("Bonus") will be credited to Customer over 30 months period. \$20 bonus per month for 30 months.  
  
The Bonus will be credited to the Customer's account starting from the first bill date after successful port in of the Fixedline Number. The Sales and Services Agreement will be effective from the port in date of the Fixedline Number. The contract period for the Sales and Services Agreement will be 30 months ('Fixed Term').
- c) The Bonus cannot be exchanged for cash.
- d) The Customer shall not be entitled to any Bonus and shall pay the Company liquidated damages which is equal to the total sum of the basic monthly fee at HK\$100 per month for the remaining contract period of the Fixed Term under the Sales and Service Agreement or HK\$500 whichever is higher upon the occurrence of any one the following events before the expiry of the Fixed Term:
  - (i) if the Customer cancels the port in application before the port in of the Fixedline Number;
  - (ii) if the Customer changes the Fixedline Number;
  - (iii) if the Customer changes the registered name for the Fixedline Number;
  - (iv) if the Customer changes the selected Service Plan; or
  - (v) if the Customer's Fixedline Number and related service is terminated/disconnected for whatever reason.
- e) The port in date printed on the Sales and Services Agreement is for reference only, which may vary from the actual port in date.

4) **FAX PLAN AND LIQUIDATED DAMAGES**

- a) The Customer shall pay the Company liquidated damages specified in the Sales and Services Agreement upon the occurrence of any of the following events before the expiry of the fixed contract term for use of the HomePhone+ Fax Service (as specified in the Sales and Service Agreement):

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- (i) if the Customer changes the fax number for the HomePhone+ Fax Service;
- (ii) if the Customer changes the registered name for the fax number for the HomePhone+ Fax Service;
- (iii) if the Customer changes the selected Service Plan for the HomePhone+ Fax Service; or
- (iv) if the Customer's fax number for the HomePhone+ Fax Service and/or the related HomePhone+ Fax Service is terminated/ disconnected for whatever reason.

5) **GENERAL CONDITIONS**

- a) The Company's service plan is subject to the General Conditions of Service of SmarTone Communications Limited, which will be revised from time to time without prior notice. The Conditions are published at <http://www.smartone.com>.