

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 H43A**

### **( “HomePhone+” Special offer for SmarTone Home 5G Broadband customers, 24 / 30 / 36 months Fixed Term Service Contract )**

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

#### **1) Special offer for SmarTone Home 5G Broadband customers**

- a) The offer is only applicable to selected customers who register the designated SmarTone Home 5G Broadband service and HomePhone+ service at the same time. HomePhone+ service must be activated within 30 days commencing from the subscription date of SmarTone Home 5G Broadband Service.
- b) Customer is required to register the Services on a 24 or 30 or 36 months’ contract subscription (same as the contract period of related SmarTone Home 5G Broadband Service Plan). The contract period shall start from the service activation date.
- c) The monthly fee of 1<sup>st</sup> to 12<sup>th</sup> month will be HK\$0 within contract period, and the monthly fee of 13<sup>th</sup> to 24<sup>th</sup> / 30<sup>th</sup> / 36<sup>th</sup> month will be HK\$28 within contract period. The offer is based on the original service plan monthly fee \$38 after credit of a designated monthly rebate of \$38 from 1<sup>st</sup> to 12<sup>th</sup> month and monthly rebate of \$10 from 13<sup>th</sup> to 24<sup>th</sup> / 30<sup>th</sup> / 36<sup>th</sup> month to the customer’s account within the contract period.
- d) If the customer cancels or suspends the related SmarTone Home 5G Broadband Service(s)/Service Plan(s) within the 7-day Trial & Return Guarantee period, the designated monthly rebate of the Service Plan will be cancelled. If customer wishes to keep using the

Services, customer is required to register a new Service Plan with monthly fee \$28 on a 24 or 30 or 36 months' contract subscription and the new Service Plan will be activated on the next bill date. The new monthly fee \$28 is based on the original service plan monthly fee \$38, after credit of a designated contract rebate of \$10 per month to the customer's account within the contract period.

- e) Upon service activation, the Customer will be assigned a new wireless fixedline number ("Service Number") for the use of the Services. The Customer shall use the Service under the Service Number.
- f) The offer provides a special discount to Customer who ports in his/her fixedline number for fixed telecommunication network services. If Customer successfully ported in his/her Fixedline number from other fixed telecommunication network operator to our Company within 365 days after HomePhone+ service activation, an extra discount of \$28/mth will be credited to customer's account from 13<sup>th</sup> to 24<sup>th</sup> / 30<sup>th</sup> / 36<sup>th</sup> month within contract period, the monthly fee after discount will be HK\$0.
- g) The Customer is required to sign a Port-in Sales and Services Agreement for the use of the Company's Service if customer requests to port in his/her 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 ported in Fixedline number will be used for the Company's Services.
- h) If the customer early terminates HomePhone+ service within 1<sup>st</sup> to 12<sup>th</sup> month contract period, the liquidated damages for early termination shall be waived. If the customer early terminates HomePhone+ service within 13<sup>th</sup> to 24<sup>th</sup> / 30<sup>th</sup> / 36<sup>th</sup> month contract period and successfully ported in the number to our Company within 365 days after service activation, the liquidated damages for early termination shall be waived. If the customer does not port

- in his/her fixedline number to the Company within 365 days after HomePhone+ service activation, the customer will be charged at monthly fee of \$28 within 13<sup>th</sup> to 24<sup>th</sup> / 30<sup>th</sup> / 36<sup>th</sup> month contract period to continue the Services. If customer cancels or suspends the Service(s)/Service Plan(s) for whatever reason within 13<sup>th</sup> to 24<sup>th</sup> / 30<sup>th</sup> / 36<sup>th</sup> month contract period, customer shall pay the Company liquidated damages (\$38 x remaining months in the Term or \$500, whichever is higher).
- i) After the expiry of the contract, unless the customer notifies SmarTone to renew other service contract or terminate the Services, the Services will continue to be provided to the customer and such service will be charged at the prevailing monthly fees for the plan subscribed by the customer if the customer continues to use the service.
  - j) The Service Plan is charged on a monthly basis. The monthly charges will be charged on a full month basis from the service activation date. The monthly charges are payable in advance and non-refundable under whatever circumstances.

## **2) Payments**

- a) Customer is required to use cash or credit card auto-payment as payment method for the monthly fee and other fees relating to the Services.
- 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.

### 3) 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

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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.