



"Flexi Pass+" Service Terms and Conditions :

1. The monthly fee of "Flexi Pass+" is HK\$28, applicable to new and selected existing customers with handset upgrade to iPhone Xs or Xs Max and subscription of iPhone Plan. Upon entering into an iPhone Xs or Xs Max 24 months monthly service contract (the "Existing iPhone Contract"), customer who has also subscribed to "Flexi Pass+" service can exercise "Handset-to-Handset" option during the designated change period.
2. Number of Payment: Upon subscription of "Flexi Pass+", \$28 service fee shall automatically be charged to customer's bill on a monthly basis. For new and selected existing customers with handset upgrade, the monthly fee shall be charged for a period of 24 months.
3. Payment Arrangement: Customer is required to settle the monthly fee of "Flexi Pass+" by autopay. Save and except where customer cancels "Flexi Pass+" during the subscription period or is disqualified from subscribing to "Flexi Pass+" due to non-compliance with the relevant terms and conditions, HTCL shall in all other circumstances (including during the period when customer's account has been suspended for any reason) automatically debit "Flexi Pass+" monthly fee from customer's account on a monthly basis during the payment period. If customer cancels "Flexi Pass+" and choose not to exercise "Flexi Pass+" option, customer will not be eligible for re-subscribing to "Flexi Pass+" during the Existing iPhone Contract period. In the event of cancellation of "Flexi Pass+" pursuant to this clause or other clauses herein, all monthly fees previously paid by customer (or part thereof) are non-refundable nor will the customer be offered with any compensation.
4. Handset-to-Handset Change Period: After payment of "Flexi Pass+" at \$28 monthly fee for at least six installments, new and selected existing customers can exercise the "Handset-to-Handset" option during the period from the 181th day to 730th day of the Existing iPhone Contract activation (the "Change Period") at designated 3Shop. Customers are required to return the iPhone Xs or Xs Max purchased under the Existing iPhone Contract (the "Original iPhone") on any day during the Change Period for handset upgrade, with purchase on the same day of a designated new handset and subscription of a monthly service plan and value-added service (if applicable) not lower than the prices stipulated under the Existing iPhone Contract, pay for the handset price of the new handset (if applicable) and designated administration fee and enter into a new handset contract . Offers under the aforesaid new handset contract cannot be used in conjunction with other offers.
5. New Handset Contract: The new handset contract entered into by the customer pursuant to his/her exercise of handset-to-handset option in accordance with Clause 4 above during the Change Period is referred to as the "New Handset Contract".
6. Account Status: During the Change Period, customer's account must be active for at least 180 days upon subscription of service plan under the Existing iPhone Contract. The period during which customer's account has been suspended for any reason will not be counted towards the said 180



days. Customer is required to settle all outstanding balance before exercising “Flexi Pass+” option. For non-compliance with terms and conditions of this plan due to a change of account status, the “Flexi Pass+” under customer’s account will be cancelled.

7. Return of Original iPhone: Customer is required to return the Original iPhone in order to exercise “Flexi Pass+” option. The Original iPhone must be the original handset with the IMEI being the same as the one listed on the Existing iPhone Contract, in good conditions and can function properly, etc. Please refer to Handset Return Policy for details. All returned handsets cannot be reclaimed. For phone replacement by Apple Inc. due to hardware problem, customer can bring the “Work Authorization & Service Confirmation” issued by Apple Inc. to 3Shop to update the IMEI record. IMEI of replaced phone through Handset Replacement Service is acceptable, subject to the final decision of HTCL.
8. Keeping Original iPhone: If customer opts for purchasing a new handset and subscribing to a service plan during the Change Period but chooses to retain the Original iPhone, the “Flexi Pass+” previously applied for under the Existing iPhone Contract will be cancelled.
9. Remaining contract period of previous contract(s) entered into by the customer before the Existing iPhone Contract (the “Previous Contract”): If there are remaining non-fulfilled months under the Previous Contract, customer is still required to fulfill such remaining non-fulfilled contract period. During the remaining non-fulfilled contract period under the Previous Contract and the New Handset Contract period (collectively the “New Aggregate Contract Period”), customer is required to subscribe to a monthly service plan and a value-added service (if applicable) not lower than the prices as stipulated under the New Handset Contract and cannot downgrade to a monthly service plan and a value-added service at prices lower than those stipulated in the New Handset Contract. That is:
Outstanding months under Previous Contract + New Handset Contract period = New Aggregate Contract Period
Plan fee and entitlements under New Aggregate Contract Period = Same as those stipulated under the New Handset Contract
10. Remaining contract period under the Existing iPhone Contract: the Existing iPhone Contract will be cancelled immediately upon exercise of “Flexi Pass+” option during Change Period by the customer. Except for handset prepayment rebate, the monthly service fee rebate, administrative fee rebate, bonus voice minute and data usage, and designated value-added service entitlement will be cancelled on the day immediately before the next bill cycle date without any compensation. The new service plan shall be effective on the next bill cycle date and the additional/free entitlements (if any) offered under the New Handset Contract will take effect immediately.
11. Handset Prepayment under New Handset Contract and the Existing iPhone Contract: When customer exercises “Flexi Pass+” option and signs New Handset Contract, customer is required to pay for the prepayment difference if the remaining handset prepayment amount under the Existing iPhone Contract is less than the handset prepayment amount under the New Handset Contract. If the remaining handset prepayment rebate under the Existing iPhone Contract is more than the handset prepayment rebate under the New Handset Contract, the handset prepayment rebate schedule will follow the schedule set out under the Existing iPhone Contract and remain unchanged.



12. Handset Prepayment Rebate and Other Rebates under Previous Contract and New Handset Contract: The new handset prepayment rebate and other rebates will be credited to customer's account after all the rebates (if any) under the Previous Contract have been given to customer.
13. New handset upgrade offers, monthly fee and service entitlements are subject to the then prevailing plans and entitlements available and offered by HTCL at the time customer exercises the "Flexi Pass+" option. Prior to purchase "Flexi Pass+", customer should consider the future market conditions (such as, same service plan price may have different entitlements in future) and other unforeseeable factors.
14. Each existing account of each customer is allowed to subscribe to one "Flexi Pass+" upon handset purchase. "Flexi Pass+" is not applicable to 4.5G Family Monthly Plan, customer with premium contract extension offer, customer registered under a company name, and corporate customers.
15. HTCL reserves the right to vary the relevant service charges, offers and terms and conditions without prior notice. HTCL shall have the final decision in case of any dispute.

Handset Return Policy:

- Handset must be the Original iPhone with the IMEI being the same as the one listed on the Existing iPhone Contract.
- All buttons on the Original iPhone, power on and off, wireless signal display, camera, and call function are in good condition and can function properly.
- The Original iPhone has not been modified.
- Screen and enclosure are in good condition.
- Customer has logged out from iCloud, Apple ID and released all handset locks.