

Terms and Conditions

- 1. Customer is required to subscribe designated 4.5G \$318 SIM monthly plan and \$148 "First & Care" service on the same day, and commit to 24 months contract. Customer is required to pay for the Admin fee of \$18 per month. \$428 monthly fee is net monthly fee after deducting monthly fee rebate \$30 and extra \$8 for bundle subscription (original bundle monthly fee at total \$466), monthly fee rebate will be credited to customer's billing account by instalments during contract period. Port-in customer can also enjoy free "Infinity Data Pack" service during contract period. Monthly fee will be charged at the original plan fee (or at prevailing plan fee) and "Infinity Data Pack" service will continue to be provided subject to the monthly service fee of \$238 after contract expired.
- 2. When monthly local mobile data usage reaches the data entitlement of your monthly service plan of 15GB local data, local mobile service will continue. However, customers will be allocated with less network resources for access subject to the network conditions and your data service experience may be affected before the next bill cycle date.
- 3. Applicable during contract period.
- 4. "First & Care" service:
 - "First & Care" service ("the Services") includes 1.) Priority Queueing Service for Smartphones,
 2.) AppleCare+, 3.) Handset Voucher, 4.)200GB Cloud Storage (via Bill-to-3 Rebate), the relevant service(s) terms and conditions apply.
 - If usage of the Service is less than a month, the applicable monthly service fee shall be payable by the customer in full but not refundable at all on any pro-rata basis.
 - Service Package is applicable to 3G and 4G postpaid customers of HTCL.
 - Service Package is subject to the fixed contract term specified above.
 - New customer and selected existing customer whose service tenure with 3HK is less than 1 year is required to settle the Service monthly fee and other related fee by autopay via credit card. The credit cardholder name must be the same as customer account registration name. Otherwise, a prepayment of \$500 is required and the prepayment will be credited to customer's billing account by 5 instalments in \$100 for each. Each customer could only apply one subscription without autopay arrangement.
 - Upon expiration of the fixed contract term specified above, the Service will cease from provision.
 - If, at the time of or after subscribing to the Service through HTCL, the customer is to apply or subscribe for the Service through any other way for whatever reasons and results in any extra fee or loss therefrom, HTCL shall not in any event be responsible for any such extra fee or loss.
 - To terminate the Service, customer must notify HTCL by calling 3Customer Services Hotline 1033 not less than seven days before the then current statement cutoff date of the Service. Termination of the Service shall forthwith become effective as from HTCL's receipt from the customer of the termination notice. If the subscribed for service package is terminated within the fixed contract period due to customer's default, the customer agrees to pay to HTCL an early termination charge equivalent to \$148/month multiplied by the number of months remaining of the fixed contract period of the subscribed for service package.
 - After termination of the Service, all the Service settings will be erased.
 - Hutchison Telephone Company Limited ("HTCL") reserves the right of final decision on the above offer and reasonable prior notice will be provided if there is any change to the offer or relevant terms and conditions.
 - Once the customer has successfully subscribed for the Service, it shall be subject to the terms and conditions relating to the service as contained herein, and shall also be subject to the 3G and 4G LTE Service Terms and Conditions of HTCL which can be found on HTCL's website_http://www.three.com.hk/ Terms & Policies > 3G and 4G LTE Service Terms and Conditions. If there is any conflict between the terms and conditions relating to the Service as contained herein and the 3G and 4G LTE Service Terms and Conditions of HTCL, the former shall prevail.
 - Should there be any inconsistencies between the Chinese and English versions of these terms and conditions, the English version shall prevail.
 - a) Priority Queueing Service for Smartphones:
 - Customer is required to successfully register for queueing service with the mobile number which is eligible to this service, actual handset pick-up time is subject to your queue position allocated,





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- HTCL reserves the right of final decision on Priority Queueing Service for Smartphones. If, at the time of whatever reasons and results in any extra fee or loss therefrom, HTCL shall not in any event be responsible for any such extra fee or loss.
- b) AppleCare+ Protection Plan
- "First & Care" service cover AppleCare+ (value up to \$1,888). At the event of customer subscribe AppleCare+ exceed \$1,888, this will not be covered "First & Care" service plan, and HTCL shall not in any event be responsible for any such extra fee or loss.
- AppleCare+ valid for 2 years upon customer purchasing designated handsets at our Company and register the product serial number on the same day. AppleCare+ validity may be different from the "First & Care" service contract period.
- AppleCare+ Applicable to selected model only. For supporting models, please contact our 3Shop staff, call our 3Sales Hotline. At the event of the mobile model is not being supported in AppleCare+, HTCL shall not in any event be responsible for any such extra fee or loss.
- If the Apple device does not function properly (The device must not have been used with any third party software that has not been authorized by Apple, and the problem must not have been caused by any incorrect or improper operation, abuse, careless or negligent use or other damages caused by the user, etc.), Customer may during the warranty period bring the device to Apple Authorized Service Provider (Apple Service Provider). Service Provider will provide appropriate maintenance service after inspection. Such maintenance service is subject to and will be provided in accordance with the terms and accordance with the terms and conditions for maintenance service available on the Web site: https://support.apple.com/zh-hk
- Whenever attending Apple Authorized Service Provider for maintenance services, customers must show the original Sales and Services Agreement issued by HTCL, or a valid warranty certificate.
- If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, Apple will either

i) repair the hardware defect at no charge, using new parts or parts equivalent to new in performance and reliability,

ii) exchange the product with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original product.

- Customer should check carefully if there is any damage to the device including any liquid submersion indicator (if applicable) before the device is activated via iTunes, Wi-Fi or 3G / 4G LTE network. Once having been activated via iTunes, Wi-Fi or 3G / 4G LTE network, unless the device does not function properly, neither the device nor any accessory can be replaced.
 - HTCL shall not be responsible for any liability and compensation in relation to:i) any customer charge caused by the build-in application / function / service or third-party application in the device.

ii) the device performance issue due to device design, misuse or improper handling.

- Service coverage is available only for the iPhone and its original included accessories that are defective in materials or workmanship or for batteries that retain less than 80 percent of their original capacity. The replacement equipment that Apple provides as part of the repair or replacement service may be new or equivalent to new in both performance and reliability.
- Local telephone fees may apply. Telephone numbers and hours of operation may vary and are subject to change.
- AppleCare+ benefits are in addition to any legal rights provided by consumer protection laws in your jurisdiction. Purchase of the plan is not required to purchase the iPhone. AppleCare+ is subject to acceptance of the Terms and Conditions. For complete details, see terms at_<u>http://www.apple.com/legal/sales-support/applecare/applecareplus</u>. In Hong Kong, Apple is the obligor in relation to all obligations under this Plan apart from the accidental damage from handling coverage. For the accidental damage from handling coverage, AIG Insurance Hong Kong Limited is the insurer under this Plan. Service coverage may be subject to certain restrictions.
- The above offers are applicable to new and selected existing customers. Terms and conditions applied, please contact our 3Shop staff, call our 3Sales Hotline or refer to_ <u>http://www.three.com.hk</u> for more information of offers and service plan entitlement.





- c) Handset Vouches
- Total face value HK\$1,500 Handset Voucher (available in three HK\$500 denominations) are valid from 3 September 2019 to contract end date of "First & Care" service.
- Handset Voucher can only be used for designated standalone handsets, tablets and smart watches purchase (not applicable to any handset accessories) at 3Shops/ AT3 in Hong Kong. Any unused Handset Voucher will be forfeited upon expiry.
- Customer is required to purchase designated standalone handsets, tablets and smart watches at the prevailing suggested retail price.
- Multiple Handset Vouchers can be used in each purchase. The remaining balance amount of Handset Voucher will be forfeited automatically. No refund or exchange will be made for any remaining balance amount of Handset Voucher.
- Handset Voucher is not transferable and for resale. It is redeemable only by the person whose name is the same as the registered name of the subscribed service plan.
- · Handset Voucher cannot be enjoyed in conjunction with other offer.
- Handset Voucher is non-refundable, and no change will be given either in cash/product or in other form.
- The available designated standalone handsets, tablets and smart watches will be updated and amended from time to time. Please ask our shop staff for details.
- HTCL reserves the right of final decision in case of disputes or changes of the offer without any prior notice.
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- d) 200GB Cloud Storage (Bill-to-3 Rebate)
- Only applicable to 3HK customers of monthly postpaid mobile service ("Eligible Customers") on any purchase of product or service on Google Play / App Store / iTunes ("Transaction") through 3HK billing service ("Bill-to-3"), and such transaction amount shall be settled in full upon issuance of the 3HK bill for the Transaction.
- Bill-to-3 Rebate ("Rebate"), rebate amount up to a maximum of HK\$23 per month will be deposited into the Eligible Customer's 3HK service account within 90 days after the transaction date ("Credit Period") which can be used to offset any "Bill-to-3" Purchased at Google Play /App Store / iTunes Store invoiced under the same customer account. Expired Rebate is invalid and will not be reissued.
- Rebate is applicable to Monthly subscription plan only. At the event of yearly subscription and no other eligible transaction is made through "Bill-to-3" at Google Play /App Store/ iTunes store, the monthly rebate will be voided without prior notice, and no compensation will be made.
- The Service is applicable to selected operation system, please visit below for details.
 iOS Device : https://support.apple.com/en-hk/HT204230
 Android Device: https://support.google.com/drive/answer/2375082?hl=en&ref_topic=14940&co=GENIE.Platform%3DAndroid&oco=1
- DD/Introductore_T
 The content of the Service shall be provided by third party supplier(s), and backup function is limited by its terms & conditions. Please visit below site for more details: iOS Device: <u>https://support.apple.com/ en-hk/HT207428</u>
 Android Device: <u>https://support.google.com/android/answer/2819582</u>
 The third party supplier(s) reserves the right to modify any part of Service at any time without prior notice, please visit above site regularly to ensure awareness of any modifications. HTCL shall not be responsible for any liability incurred from or in connection with the download and/or use of the Service (including but not limited to the accuracy of the information provided by the third party supplier, and any fees, expenses, losses and damages incurred from or caused by the downloading App and/or use of the Service by the customer or any other person).
- The Rebate is not transferrable to any third party nor exchangeable for cash.
- The Rebate will be forfeited if the monthly plan or relevant HTCL service account of the Eligible Customer is terminated for whatever reason within the credit period and in such event HTCL shall have the right to debit the credited Rebate from the service account of the Eligible Customer (if applicable).
- 5. This local and roaming data usage is applicable to the designated networks in Hong Kong, Macau and Mainland China only. Roaming voice call, roaming SMS, Home Direct Line service and roaming video call are not included. Meanwhile, other 3HK data roaming plan are not applicable to these destinations. Customer is required to activate "Full Roaming Service" to enjoy this offer and cannot be deactivated within the contract period. For details of "Full Roaming Service", please visit_http://www.three.com.hk/roaming. Related roaming usage is subject to roaming coverage, system compatibility and other relevant conditions of the designated networks, which are subject to change without prior notice.







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- 6. If customer uses data service while locates outside Macau and Mainland China, customer could purchase or use 3HK's other data roaming service plans, customer will be charged at this particular data plans accordingly, otherwise, Standard Roaming Rate will be applied. After contract has expired or promotion period, if customer uses data service in Macau and Mainland China, customer could purchase or use 3HK's other data roaming service plans, customer will be charged at this particular data plans accordingly, otherwise, Standard Roaming Rate will be applied.
- 7. Includes monthly 3,500 basic and 2,000 Heart-to-Heart (minutes).
- 8. Customers who subscribe to the above bundle monthly plan will become our 3Supreme Gold customers. For details of unparalleled 3Supreme privileges, please refer to relevant terms and conditions.
- Offer valid till further notice.
- 4.5G network is applicable to designated mobile device model only.
- Prepayment of \$100 SIM card fee is required for SIM subscription and shall be refunded after used for 1 month.
- Thereafter charges please refer to http://www.three.com.hk.
- All usage is subject to <u>3 Hong Kong Service Usage Policy and Fair Usage Policy</u>.
- Unless otherwise specified, the usage entitlement and fee of the monthly plan apply to local services only.
- Unless otherwise specified, offer cannot be enjoyed with other promotional offers.
- The above offers are subject to our <u>3G and 4G LTE Service Terms and Conditions</u>, the aforesaid and other special terms and conditions. Please contact <u>3Shop</u> staff for details.
- The above offers are applicable to new and selected existing customers. Terms and conditions applied, please contact our 3Shop staff, call our Sales Hotline 1032 or refer to <u>www.three.com.hk</u> for more information of offers and service plan entitlement.
- Hutchison Telephone Company Limited ("3HK") reserves the rights to amend the charges and terms and conditions (including but not limited to designated destinations and designated networks, their coverage, system compatibility and other relevant conditions of the designated networks) of The Service and to suspend or terminate any part of The Service at any time without prior notice, especially in case where roaming partner terminates cooperation with 3HK. 3HK shall have the final decision in case of any dispute.



