



## Terms & Conditions

1. The 3HK Handset Switch Service (“Service”) is provided to the customer by Bolttech Device Protection Hong Kong Limited (“bolttech”). The customer confirms to have read, understood and be governed by the terms and conditions of bolttech (“bolttech Terms”). bolttech reserves the right to make changes to these service terms and conditions on no less than seven days’ notice (or as otherwise set out in the bolttech Terms) to the customer . The updated bolttech Terms will be made available at [3hk.bolttech.hk/device](http://3hk.bolttech.hk/device).
2. The contractual relationship is established directly between the customer and bolttech. Hutchison Telephone Company Limited (“3HK”) merely acts as an authorised dealer and billing agent. Application for the Service is subject to approval by bolttech. Upon approval, the Service commences from the service commencement date indicated by bolttech in its service confirmation to the customer.
3. The Service is available only to HKID or passport holders who subscribe to designated Device bundle plans (“Designated Mobile Plans”).
4. Customer fails to provide IMEI number of the eligible mobile phone model when applying this service. The system will arrange a set of temporary IMEI numbers to bolttech until customer can provide it. The paid Service fees are not refundable. Signed contract period will not be changed and extended, fees will not be refunded.
5. The Service allows the customer to switch their designated registered device for a substitute device (“Substitute Device”) during the contract period by paying to bolttech a switch fee (“Switch Fee”) of 22% based on the suggested retail price of customer’s registered device prevailing at the time of their service application at the 3HK store (“Original SRP”). The customer will also be required to pay a monthly subscription fee (as set out in the application form) for the Service. Further requirements (“Additional Requirements”) apply. Please see the “How to effect a switch” section in the bolttech Terms.\*
6. The substitute device we provide will be a refurbished device, without the original packaging and without any accessories.
7. The number of switches depends on the plan purchased.
8. The Substitute Device is supplied and delivered to the customer by bolttech. 3HK expressly disclaims any warranties or representations of any kind in relation to the Substitute Device (whether express or implied).
9. The Substitute Device does not come with the original packaging or any accessories. It is not guaranteed that the Substitute Device is of the same model or colour as the customer’s registered device.



10. 3HK is not the supplier of the Service, and makes no representation or guarantee as to the quality of the Service provided by bolttech. In case of any enquiry or dispute about the Service, please contact bolttech directly on 5803 2497 or visit [3hk.bolttech.hk/device](http://3hk.bolttech.hk/device). 3HK shall not be responsible for any matters or disputes relating to the Service provided by bolttech. bolttech is solely responsible for all obligations and liabilities in relation to the Service.
11. Upon expiration of the contract, 3HK will automatically continue to charge the Service at adjusted price per month unless the customer terminates the Service. Thereafter, the contract period of the Service will be on a monthly basis. The number of switches depends on the plan purchased.
12. To terminate the Service, the customer must notify 3HK by calling the Customer Service 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 3HK's receipt of the termination notice from the customer or customer can continue to use the Service until the next payment due date of the monthly fee (as the case may be), and the monthly fee payable for such relevant month shall not be refundable at all on any pro-rata basis.
13. The Service will terminate immediately when the customer's Designated Mobile Plan is terminated by the customer or by 3HK.
14. If the Service is terminated before the expiry of the contract period for the Service, 3HK will charge the customer early termination charges, which are the sum of the monthly fees for the Service for the remaining unexpired period.
15. The customer authorizes 3HK to charge the subscription fees for the Service. The customer also agrees to provide the customer's information to 3HK as set out in the 3HK Customer Consent Form and authorizes 3HK to collect and use such information in accordance with the 3HK Privacy Policy and Personal Information Collection Statement, which are available at [three.com.hk](http://three.com.hk). For any enquiry in relation to 3HK bills, please contact the 3HK Customer Hotline at 1033. The arrangements in relation to the personal information collected by bolttech are set out in the bolttech customer consent form and Personal Information Collection Statement below.
16. Upon successful subscription for the Service, the customer shall be governed by the terms set out in these service terms and conditions, the bolttech Terms and the 3G, 4G LTE & 5G Service Terms and Conditions of 3HK which can be found on [3hk.bolttech.hk/device](http://3hk.bolttech.hk/device) and 3HK's website [three.com.hk](http://three.com.hk)
17. These terms and conditions shall be governed by the law of Hong Kong and the jurisdiction of the Hong Kong courts.

\* If the customer does not hand in their registered device or fails to comply with the Additional Requirements, bolttech may charge them up to the amount of the Original SRP of the registered device. bolttech may take a hold on the customer's credit card at the time of the switch for the purposes of such additional charge.