

Terms and Conditions 5G Broadband Plan

- 1. Customer is required to subscribe designated 5G Broadband Monthly Plan, commit to 24/30 months contract and pay for the Admin fee of \$18 per month. \$148 monthly fee is net monthly fee after deducting monthly fee rebate \$50 (original monthly fee at \$198). Monthly fee will be charged at the original plan fee (or at prevailing plan fee) after contract expired.
- 2. Customer is required to subscribe designated 5G \$198 Broadband Monthly Plan, subscribe to the add-on offer of 3 5G Broadband CPE Pro 3 with extra 2 years warranty with \$50/month in total, commit to 48 months contract and pay for the Admin fee of \$18 per month to enjoy monthly fee rebate \$50 during the contract period. The designated monthly fee rebate will be credited to customer's billing account by instalments during contract period. Customer subscribe to designated 5G \$198 Broadband Monthly Plan with the add-on offer of 3 5G Broadband CPE Pro 3 with extra 2 years warranty with \$50/month in total could enjoy add-on offer for HUAWEI WiFi Mesh 3 Routers with \$12/month (48 months contract). Monthly fee will be charged at the original plan fee (or at prevailing plan fee) after contract expired. The offer is available while stock last.
- 3. Unlimited 5G Broadband Data of 5G Broadband Monthly Plan is only applicable for an area of 50m radius around the two designated registration address with designated devices. One of the registration address must be residential address. 5G network experience may be affected due to the 5G coverage of 3HK and other factors including but not limited to network setting/specification or coverage, the features or functionality of individual mobile device and router, transmission technology, network traffic and usage, speed of websites servers, service stability of other content providers, weather and other circumstantial factors (e.g. blockades such as buildings, mountains, tunnels) which may lead to radio interference. Hutchison Telephone Company Limited ("3HK") reserves the rights to terminate the service if this monthly plan service is not used at the designated registration residential address or/and with the designated device.
- 4. Voice and roaming service is not applicable for the primary SIM of 5G Broadband Monthly Plan. The primary SIM must be used with designated routers/devices.
- 5. Customer is allowed to enjoy 7 Days cooling off period. Liquidated damage fee is not required if customer terminates the service within the first 7 days of service effective period from the effective day of the service, but the customer shall return the designated router/ hardware with full packing, accessories, user guide and blank warranty card within 30 days. The designated router/hardware to be returned should not be damaged, scratched, defaced or contain any trace of water damage. If customer failed to return the designated router/ hardware with above conditions, customer shall pay a designated liquidated damage fee of the designated router/ hardware to 3HK (if applicable; designated liquidated damage fee amount is subject to the router/ hardware model). Upon such termination, all offers, rights and benefits incidental to the Service Plan subscribed by the Customer shall cease immediately.
- 6. Customer can change the registration address twice within contract period. \$100 administration fee will be charged for the provision of the services to a relocated service address thereafter.
- Customer is required to subscribe for 5G Broadband Monthly Plan and subscribe for a designated router/ 7. hardware at the same time, and settle for the designated amount per month (which may vary according to the models purchased) subject to contract period 5G Broadband Monthly Plan. Each subscription can enjoy the offer once. In case of early cancellation of the mobile service or Add-on offer, customer is required to pay an early termination charge equivalent to the monthly fees multiplied by the number of months remaining of the fixed contract period of the subscribed for service plan. The Offer is available while stock last.
 - Add-on Offer for designated routers/devices:
 - 3 5G Broadband CPE Pro 3: \$90/ month (24months contract) or \$72/ month (30months contract) i) or \$60/ month (36months contract), customer is required to subscribe for extra 12 months warranty with \$10/month for 30/36 months add-on contract;





Customer purchase 3 5G Broadband CPE Pro 3could enjoy the add-on offer below at the same time: a) HUAWEI WiFi Mesh 3 Routers: \$28/ month (24months contract)

- 8. Add-on secondary SIMs Service (if applicable):
 - Add-on secondary SIMs Service applicable to customer with selected 5G Broadband Monthly Plan subscription. Customer is required to subscribe the add-on secondary SIM on the same day of 5G Broadband Monthly Plan subscription with same contract commitment period. Maximum 4 add-on secondary SIMs are allowed for each subscription. The Local Data of 5G Broadband Monthly Plan are shared by all SIMs. \$98 monthly fee per SIM is net monthly fee after deducting monthly fee rebate \$100 (original monthly fee at \$198 per SIM). Monthly fee rebate will be credited to customer's billing account by instalments during contract period. Monthly fee will be charged at the original plan fee (or at prevailing plan fee) after contract expired.
 - Prepayment of \$100 per SIM card fee is required for SIM subscription and shall be refunded after used for 1 month.
 - Monthly 20GB Extra Shared Local Data for each add-on secondary SIM is only applicable during contract period and shared by all SIMs in designated 5G Broadband Monthly Plan.
 - Monthly 3,000 Extra Shared Voice Mins for each add-on secondary SIM is only applicable during contract period and shared by all secondary SIMs in designated 5G Broadband Monthly Plan.
 - Data service may be switched to a mobile network of a non-designated location with stronger signals despite data service is being used within the two designated registration address ("designated location") under certain circumstances (e.g. when customer is in a high-rise building within a designated location or at the boundaries of the designated location(s) etc.), which usage will be charged as data usage within a non-designated district. Due to factors such as signal and network transmission, timing of the mobile data service being switched in and out of the designated district(s) may be slightly different from the actual data usage.
 - All secondary SIMs must be activated within 30 days from the primary SIM activation.
 - All secondary SIMs will be disconnected if the primary SIM service is suspended by whatever reasons.
 - Once the customer terminates the add-on Secondary SIM during the contract period for whatsoever reasons, a liquidated damage fee will be charged by 3HK.

3 5G Broadband CPE Pro 3 Warranty Policy

- 9. Warranty Service
 - a. 3 5G Broadband CPE Pro 3 ("Product") purchased at 3HK is entitled to manufacturer's warranty service ("Service"). The Service is not applicable to accessories, such as detachable batteries, chargers, data cables, and protective covers etc.
 - b. The Product may be inspected for free at designated 3Shops (please refer to paragraph 13 for details) if the Product malfunctions within the manufacturer's warranty period (commences from date of purchase as shown on sales receipt) unless the malfunction arises from human damage. If 3HK is of the reasonable opinion and confirms that the malfunction is a technical or functional failure, a free replacement of the Product with another router of the same model will be arranged. The title to the replaced Product will pass to 3HK upon receipt of the same by 3HK from customer.
 - c. Customer must present the original or photocopy of the sales receipt or service contract of the Product for a warranty service request otherwise 3HK will ascertain the warranty period of the Product according to the serial number of the Product.
 - d. Customer shall back up the data being stored in the Product (if any) as such data may be erased during the course of inspection3HK will not be liable for any loss or damage arising from the provision of inspection or warranty services.
- 10. Manufacturer's warranty period of the Product: The warranty period specified by the manufacturer of the Product.
- 11. Manufacturer's warranty service does not apply under the following circumstances
 - a. Any alteration, disassembly or repair of any part of the Product that is not authorized by 3HK.
 - b. The Product is damaged due to any reason (irrespective of whether intentional) such as liquid, drop







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damage, inappropriate voltage, excessive extrusion, irregular temperature or other reason leading to deformation of the mainboard, etc.

- c. Product failure or damage caused by installation, use and storage not in accordance with the instructions of the user manual.
- d. Label bearing the serial number attached to the Product is damaged or lost, tamper-proof labels are damaged or replaced without permission, waterproof labels are discolored, etc.
- e. The warranty period is expired.
- f. Malfunction due to the use of unauthorized software, virus attack or other software related issues.
- g. Failure or damage caused by force majeure events (such as fire, earthquake, flood, etc.).
- 12. Should there be any inconsistencies between the Chinese and English versions of these terms and conditions, the English version will prevail. Terms and conditions of the warranty service are governed by the laws of Hong Kong.
- 13. 3HK Warranty Centers:

G/F, No.14A Cameron Road, Tsim Sha Tsui, Kowloon

Shop A&F on G/F & the whole basement of McDonald's Building, Nos 46-54 Yee Wo Street,

Causeway Bay, Hong Kong.

Shop 139B, 1/F, Metroplaza, 223 Hing Fong Road, Kwai Chung, New Territories.

Shop E, G/F., Lee King Building, 3 - 19 Hong King Street, Yuen Long, New Territories.

14. Any query, please call 3HK hotline: 1033

General Terms and Conditions

- Prepayment of \$100 per SIM card fee is required for SIM subscription and shall be refunded after used for 1 month.
- Cannot be subscribed together with 4.5G Infinity Data Pack.
- Offer is valid until further notice.
- Sending and receiving voice calls and MMS to and from 3 subscribers are deemed as Heart-To-Heart voice and Intra MMS. Please visit <u>https://web.three.com.hk/servicecharges/thereaftercharges</u> for charging details of video call, SMS and voice thereafter service which may be updated by us from time to time.
- There would be no surcharge for receiving a video call from a subscriber of other Hong Kong designated mobile operator.
- Wireless local data usage charge is applicable to Phone email application usage or access to Mail via video mobile phone, access to sites other than the 3Service and wireless modem application.
- All plans include unlimited mobile IDD local talk time ("001", "1968" & "+" only), please visit <u>https://web.three.com.hk/roaming/idd001/index-en.html</u> for details.
- For international voice and video calls, international call rates apply, please visit <u>https://web.three.com.hk/roaming/coverage/index-en.html</u> for details.
- For international roaming services, roaming rates apply, please visit <u>https://web.three.com.hk/roaming/coverage/index-en.html</u> for details.
- Talk time guarantee (One minute of video and voice call talk time will be rebated if your call accidentally drops out and either the calling party calls back or you dial the number again within 1 minute of the call drop-out).
- When a customer uses the Conference Call or Call Waiting service, airtime will be calculated according to the total time spent on all connected lines.
- In case of early termination of service plan or value added service plan (if applicable) during the contract period for whatsoever reasons, a liquidated damage fee will be charged by 3HK.
- An SMS alert will be sent to customer when data usage nearly reaches the limit of subscribed data services.
 Customer may purchase flexi data top-up options through <u>www.three.com.hk/3Care_eng</u> which can be used for the remaining period of the month before bill cut-off date. Once the top-up data has been purchased, the related payment will not be refunded. Any unused data usage cannot be carried forward to the next bill





month. If data usage has reached the limit of subscribed data services, data usage will be automatically suspended. For the flexi data top-up charges, please visit

https://web.three.com.hk/data/topupdatapack/index-en.html as maybe updated by us from time to time.

- For minimal data usage triggered by handset applications during the period of suspension of local data usage, or unbilled data usage due to cut-off time difference or delay, they will be deducted upon top-up of additional data during that bill month.
- Data usage information and record shown on different interfaces and message alerts may vary from real-time usage. Our company shall not be held liable for any matters arising from any failure in relation to the timing, cancellation, transmission or delivery during application for free or paid data.
- Once the top-up data has been purchased, the related payment will not be refunded.
- Stock is limited, subject to availability. Photos and product details are for reference only. All related product images and information are provided by manufacturer(s)/ vendor(s). The real object should be considered as final. For any enquiry, please contact respective manufacturer(s)/ vendor(s) directly. For contact information, please refer to www.three.com.hk/vendorcontact. Our company makes no responsibility or guarantee as to the quality and availability of the products and/ or service provided by vendors. 3 Hong Kong reserves the right to substitute other router of equal or greater value.
- All usage is subject to <u>3 Hong Kong Service Usage Policy</u>.
- Unless otherwise specified, the usage entitlement and fee of the monthly plan apply to local services only.
- All service contents and charges are subject to final decision of 3 Hong Kong. 3 Hong Kong reserves the right to change the contents and charges without prior notice.
- The above offers are subject to our <u>3G, 4G LTE and 5G Service Terms and Conditions</u>, the aforesaid and other special terms and conditions. Please contact our staff for details.
- 5G network is applicable to designated mobile device model only.
- 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.



