



## Terms and Conditions

### **5G Broadband Plan**

1. Customer is required to subscribe designated 5G \$148 Broadband Monthly Plan and subscribe to the 5G Router rental monthly plan with designated 5G router, commit to 24/ 30 months contract and pay for the Admin fee of \$18 per month to enjoy monthly fee rebate \$60/ month and extra \$38/ month rebate for the 5G Router rental monthly plan during the contract period. If customer subscribed to the 5G Router rental monthly plan with ZTE 5G CPE MC888, add-on \$38/month with 24/ 30 months contract commitment and pay for the Admin fee of \$18 per month during the contract period is required. 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.
2. Infinite 5G Broadband Data of 5G Broadband Monthly Plan is only applicable for an area of 50m radius around the one designated registration address with designated devices. The registration address must be residential address. Once the mobile data usage reaches the data entitlement of your monthly service plan, data service will continue subject to the maximum download speed of 5G network but less network resources will be allocated according to network condition which may affect your data service experience until the cutoff date of the relevant bill cycle. 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.
3. Voice and roaming service is not applicable to 5G Broadband Monthly Plan, and the service must be used with designated routers/devices.
4. 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.
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. Customers have to contact the designated customer service hotline (31668711; Service Hours: 10:00-22:00, Monday to Sunday) to cancel the effective 5G Broadband plan, while the prepayment of \$100 per SIM card fee will not be refunded. Customer shall return the designated router/ hardware with full packing, accessories, user guide and blank warranty card within 7 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.

### **5G Router Rental Monthly Plan**

6. Customer is required to subscribe for 5G Broadband Monthly Plan and subscribe for the 5G Router rental monthly plan (the "Service") for a designated router at the same time, and settle for the designated amount per month (which may vary according to the models purchased) subject to contract period selected. Each subscription can enjoy the offer once. In case of early cancellation of the mobile service or 5G Router rental contract, 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.
  - All 5G Routers available for the 5G Router rental monthly plan are refurbished units, and supplies are limited. Router photo is for reference only. The final router model is subject to the availability.



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- Customer is required to settle 3HK bill by credit card autopay. Cardholder's name must be the same as the name registered for designated service plan.
- The contract for this Service will be cancelled if customer terminates the related 5G Broadband plan, customer shall return the designated router with full packing, accessories and user guide within 14 days to original point of sales/ 3Shop, otherwise the designated liquidated damage fee would be charged (designated liquidated damage fee amount is subject to the router model, please refer to the Sales & Service Agreement and related registration form for details).
- If the Service is terminated before the expiry of the contract period for the Service, the customer shall return the designated router with full packing, accessories, user guide and blank warranty card within 14 days to original point of sales/ 3Shop and 3HK shall charge the customer early termination charges, which are the sum of the monthly fees for the Service for the remaining unexpired Service contract period. Otherwise, the Service will continue to be provided at the original Service fee (or at prevailing Service fee) per month upon expiry of the Service contract period till 5G Broadband Plan contract expiry.
- The rented router could be inspected at original point of sales/ 3Shop if the router malfunctions within the contract period of Service. If 3HK confirms that the malfunction is a technical or functional failure, a free replacement of the rented router with another refurbished router of the same model will be arranged. In case of the same router model is out of stock, 3HK reserve the rights to replace the rented router with another refurbished router model without prior notice. Customer must present the original or photocopy of the sales receipt or service contract of the router for a warranty service request. Customer shall back up the data being stored in the router (if any) as such data may be erased during the course of inspection. 3HK will not be liable for any loss or damage arising from the provision of inspection or warranty services.
- The above Service is subject to other terms and conditions. Please refer to the Sales & Service Agreement and related registration form for details.

### **3 5G Broadband CPE Pro 3 Warranty Policy**

8. 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 12 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 inspection. 3HK will not be liable for any loss or damage arising from the provision of inspection or warranty services.
9. Manufacturer's warranty period of the Product: The warranty period specified by the manufacturer of the Product.
10. Manufacturer's warranty service does not apply under the following circumstances
  - e. Any alteration, disassembly or repair of any part of the Product that is not authorized by 3HK.
  - f. The Product is damaged due to any reason (irrespective of whether intentional) such as liquid, drop damage, inappropriate voltage, excessive extrusion, irregular temperature or other reason leading to deformation of the mainboard, etc.
  - g. Product failure or damage caused by installation, use and storage not in accordance with the



- instructions of the user manual.
- h. 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.
  - i. The warranty period is expired.
  - j. Malfunction due to the use of unauthorized software, virus attack or other software related issues.
  - k. Failure or damage caused by force majeure events (such as fire, earthquake, flood, etc.).
11. 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.
  12. 3HK Warranty Centers:

Address
Ground Floor of Eastern Flower Centre, Nos. 22-24 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.

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

### General Terms and Conditions

- Offer valid till 31 Aug 2022.
- Offer is only applicable in 3 | DigiLive.
- 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 and Add-on offer for 5G Secondary SIM(s).
- Sending and receiving voice calls and MMS to and from 3 subscribers are deemed as Heart-To-Heart voice and Intra MMS (if applicable). Please visit <https://web.three.com.hk/servicecharges/thereaftercharges> for charging details of video call, SMS and voice thereafter service which may be updated by us from time to time.
- 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.
- For international roaming services, roaming rates apply.
- 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 [www.three.com.hk/3Care\\_eng](http://www.three.com.hk/3Care_eng) 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](http://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 [3 Hong Kong Service Usage Policy](#).
- 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 [3G, 4G LTE and 5G Service Terms and Conditions](#), 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.

