



### **3HK “Handset Content Transfer” service Terms and Conditions**

1. You authorise Hutchison Telephone Company Limited (“**3HK**”) and its authorized representatives to (a) transfer content from your old mobile device to your new mobile device and (b) install software onto the new mobile device (the “**Services**”).
2. The effectiveness of the Services is determined by the mobile device model involved and operating system. Not all types of content and software can be transferred.
3. The Services does not store or wipe content from your old mobile device but simply copies the content to the new mobile device.
4. The Services does not support applications, purchased, digital protected music, and video transfer.
5. The lead time for content transfer may vary depending on the operating systems, models, content type and volume stored in the mobile device. Usually we will be able to complete the Services within the same day but if we are not able to do so we will inform you how long it will take.
6. It is your responsibility to back up the content on the old mobile device before the provision of the Services.
7. The Services are not available to mobile devices which have been modified in an unauthorized way (e.g. jailbreaking).
8. Your mobile devices must be collected within seven days from when you gave them to us. If you fail to collect your mobile devices within such period, we are entitled to dispose them in such manner as we see fit and you are deemed to have waived all your rights to the mobile devices and the proceeds (if any) received by us from such disposal.
9. You are required to check all the transferred content and installed software on the new mobile device prior to leaving our shop.
10. The Services are only available to designated customers and only available at designated stores.
11. 3HK expressly disclaims all or any liability for any loss (including any loss of data and content) and damage (including any damage to the mobile devices) suffered by you or any other persons arising, directly or indirectly, from the Services, including any special, consequential loss or damage, and loss of profits, whether arising in tort, from 3HK’s negligence, breach of contract, or breach of statutory duty.

12. Our General Terms and Conditions (<https://web.three.com.hk/terms/3g4gstnc/index.html>) apply to the Services, including the limitation of liability provisions which will apply to the Services and any liability as bailee of your mobile devices.
13. In the event of any discrepancies between the Chinese and English versions of these terms and conditions, the English version shall prevail.