

## Terms and conditions of Home Broadband Service Plan:

- 1. Specifications of 1000M/100M are based on internet connection from the wall plate at Subscriber's premises to the first piece of Company's network equipment. Maximum upload/download speed to local site could be up to 1000Mbps/100Mbps. The actual bandwidth that the Subscriber can enjoy may be affected by Subscriber's hardware / software, router specification, site traffic loading, type of content being accessed and other environmental factors; and hence is normally less than the above speed. The bandwidth to overseas sites will also be subject to the conditions of local network there, and therefore the bandwidth might be even less.
- 2. This Home Broadband Service Plan (this offer) is subject to the General Terms and Conditions, Special Terms and Conditions of Home Broadband Service of Hutchison Telephone Company Limited (please visit: <a href="https://web.three.com.hk/terms/fmc/index-en.html">https://web.three.com.hk/terms/fmc/index-en.html</a>), and these terms and conditions. Subscriber understands and agrees that Hutchison Telephone Company Limited has the absolute right to revise all the terms and conditions from time to time, while Hutchison Telephone Company Limited will endeavour to give 30 days' prior notice to Subscriber before such revision takes effect.
- 3. Should Subscriber require re-installation of the service(s) of the Plan due to change of service installation address, installation fee for service relocation as Hutchison Telephone Company Limited shall stipulate from time to time will be charged. For details, please refer to <u>https://web.three.com.hk/terms/fmc/index-en.html</u>.
- 4. For all on-site checking and maintenance services from Hutchison Telephone Company Limited, a fee which Hutchison Telephone Company Limited stipulate from time to time will be charged. For details, please refer to h<u>https://web.three.com.hk/terms/fmc/index-en.html</u>. Subscriber will not be liable for costs or charges due to any errors/problems caused by Hutchison Telephone Company Limited 's system or equipment/accessories.
- 5. If any service under this offer is terminated, other service(s) and plan(s) included in this offer will also be terminated (if applicable).
- 6. Each Subscriber can only register for this offer once.
- 7. This offer is applicable to designated Home Broadband service plan(s) only and cannot be used in conjunction with other promotional offers.
- 8. If the customer terminates the Home Broadband Service Plan within the minimum contract period for any reason, or terminates the designated mobile telecommunications service monthly fee plan for any reason, resulting in the termination of the Home Broadband Service Plan and its related offers, for the above reasons, subscriber shall pay Hutchison Telephone Company Limited the total amount of the standard monthly fees payable for the remaining minimum commitment period to Hutchison Telephone Company Limited as liquidated damages (if applicable).
- 9. Any payment made to Hutchison Telephone Company Limited will be non-transferable and/or non-refundable.
- 10. If Subscriber wishes to terminate any of the effective service(s) or plan(s), Subscriber is required to give at least 45 days' prior notice to Hutchison Telephone Company Limited. All the equipment (if applicable) provided by Hutchison Telephone Company Limited shall be returned to Hutchison Telephone Company Limited shops within 30 days after termination shall take effect. The accessories are the service equipment of Hutchison Telephone Company Limited. Any failure to return on or before the relevant due date or in case of any loss of or damage to any part thereof, Hutchison Telephone Company Limited will charge Subscriber the amounts as Hutchison Telephone Company Limited shall deem appropriate from time to time (For details, please refer to <a href="https://web.three.com.hk/terms/fmc/index-en.html">https://web.three.com.hk/terms/fmc/index-en.html</a>). Hutchison Telephone Company Limited will either debit such amount directly from the credit card account registered by Subscriber with Hutchison Telephone Company Limited (if applicable) or treat it as a debt payable by Subscriber without further notice.
- 11. The Plan cannot be changed during the Minimum Commitment Period. If the Subscriber continues to use the Plan after the Minimum Commitment Period, Subscriber will be charged at the rate applicable after Minimum Commitment Period (i.e. Standard monthly fee).
- 12. Subscriber may select "Service Commencement Date" for the Plan provided that this date must be within 365 days after service installation date. Services included in the Plan(s) will become effective on the "Service Commencement Date". Subscriber must confirm the "Service Commencement Date" before service installation and the contract will commence on the "Service Commencement Date" once confirmed. Subscriber understands that service will not be available from service installation date to the "Service Commencement Date". If any services or the Plan being terminated after service installation date and before the "Service Commencement Date" for whatever reasons, Subscriber shall pay a total amount of remaining special monthly fee within Minimum Commitment Period to Hutchison Telephone Company Limited as liquidated damages, and all the offers will also be terminated at once.
- 13. Subscriber is required to prepay a one-time prepayment of HK\$200 upon Registration. During the 1st to 4th months after service commencement of Home Broadband Service Plan, \$50 will be deducted from the Prepayment per month for paying part

of the Home Broadband service plan monthly fee, the remaining monthly fee and other fees and charges shall be paid in accordance with the payment method chosen by Subscriber. If this Home Broadband service plan is terminated during the Minimum Commitment Period for whatever reasons, Prepayment will not be refunded. Prepayment is not transferable, exchangeable for cash or used in conjunction with any other promotional offers.

- 14. Terms and Conditions of Cooling-off Period after Registration: (1). Subscriber is entitled to a 14-day cooling-off period commencing from the date following the registration of designated service plan of Home Broadband services. Subscriber may cancel the service plan(s) registered within the cooling-off period without any charges. Prepayment will also be refunded. However, the cooling-off period will immediately cease to apply if (i) Subscriber has collected any premium; or (ii) completion of installation.
- 15. Hutchison Telephone Company Limited is hereby authorized, in relation to any information it has relating to the Subscriber or the authorized user under the Subscriber's account, to use and/or disclose such information for the purposes of fulfilling legal requirements, performing its obligation, including but not limited to installation, inspection and maintenance work at the Subscriber's premises, or enforcing its rights under the terms and conditions or any other purpose reasonably incidental thereto or in contemplation thereof.
- 16. For any disputes, the decision of Hutchison Telephone Company Limited shall be final and conclusive.