

3HK– GoPlay Service – Terms and Conditions

1. The GoPlay Service ("**the Service**") offers games and other specific content relating to gaming through the GoPlay mobile application ("**the App**"). The Service is only available to applicable postpaid customers of 3HK.
2. Customer may subscribe for the Service at a monthly fee as set out on the 3HK website (<https://web.three.com.hk/vas/goplay/index-en.html>) ("**Monthly Service Fee**") either on a monthly basis or subject to a fixed contract period of 12 or 24 months (as applicable and available from time to time) ("**Term**"). The Service will continue to be provided at the then prevailing standard monthly service fee upon expiration of the fixed contract period unless customer gives notice of termination to 3HK pursuant to Clause 6 below or renews the Services by entering into a new service agreement with a fixed contract period. The monthly service fee does not include charges for mobile data or any other charges relating to mobile services that might be incurred when using the Service.
3. If customer subscribes for the Service during a promotion period where a free trial is included, the customer will be entitled to a free trial for the first month or first three months of the Term (as the case may be) ("**Free Trial Period**"). The Free Trial Period is only applicable to newly registered customers of the Service and cannot be used in conjunction with any other offers. Customer on a fixed contract period may cancel this Agreement at any time during the Free Trial Period without charge by giving at least seven days' notice and such termination notice must be given to 3HK. If the customer does not cancel this Agreement before the last seven days prior to the expiration of the Free Trial Period, the Service will continue for the remainder of the fixed contract period and the customer will be charged the Monthly Service Fee. The free trial does not apply to any renewal of the Service by the customer.
4. Customer may subscribe for the Service by: (i) clicking on the subscription link on the 3HK website (<https://web.three.com.hk/vas/goplay/index-en.html>) and subscribing to the Service; and (ii) by downloading the App from the Google Play store on customer's device, accepting the terms and conditions and privacy policy and entering the same telephone number which was used to subscribe to the Services on the 3HK website ("**Subscription Mobile Number**") and entering the verification code that is sent to the Subscription Mobile Number for authentication purposes.
5. The Service and the App is only available for customers with a device with operation system of Android 10.0 or above. The App will be updated from time to time to provide security updates fix bugs, add new games, content or features, or make changes to certain technical specifications. Customer may need to upgrade the operating system of the device to download and use the newer version of the App uploaded on Google Play. If the customer for whatever reasons has not downloaded for use any newer version of the App resulting in the use of the App and/or the quality of the Service being adversely affected, 3HK will not be responsible for any claims, losses and expenses arising from any adverse effect on the use or quality of the Service due to failure to download the updated version of the App.
6. To terminate the Service, customer must notify 3HK not less than seven days before the then current expiry date of the Service. Termination of the Service shall forthwith become effective as from 3HK's receipt of the termination notice from customer.
7. The Service and the App is provided by a third party provider, namely Gameloft SE ("**Gameloft**"). The content of the Service and the App may change without any prior notice. 3HK will not be responsible for any liability incurred from or in connection with the content, the downloading of the App or use of the Service (including but not limited to the accuracy of the information provided by Gameloft, and any fees, expenses, losses and damages incurred from or caused by the downloading of the App or use of the Service by the customer or any other persons). Any disputes or complaints related to the App or the Service will be submitted to Gameloft. 3HK will have the right of final discretion as to any dispute in all respects in relation to the Service.
8. Upon signing of this service agreement, customer confirms that s/he understands and agrees to: (i) the terms and conditions of the Service as set out in this service agreement and privacy policy

(<https://web.three.com.hk/terms/privacypolicy/index-en.html>); and (ii) Gameloft's terms and conditions, and privacy policy which the customer must agree pursuant to Clause 4(ii) above. The terms that are relevant to items (i) and (ii) as aforesaid may be subject to change from time to time without further notice. 3HK will have the right of final decision in case of any dispute.

9. The quality of the Service and the App experience depends on the quality of the network connection (including but not limited to: (i) the type of network connection, (ii) the location where the customer uses the network, and (iii) the device the customer is connected with).
10. The Service cannot be changed to any other type of value-added service within the fixed contract period. If customer within the fixed contract period of this Service, (i) terminates this Service; or (ii) terminates the mobile service contract with 3HK for whatever reason, customer agrees to pay to 3HK an early termination charge equivalent to the monthly fees multiplied by the number of months remaining of the fixed contract period of the Service.
11. Even if the actual usage of the Service is less than a month, the applicable monthly service fee is still payable by the customer in full and is not refundable on a pro-rata basis.
12. Customer is subject to the terms and conditions of the Service upon successful activation of the Service, and also the Mobile Communications Services Terms and Conditions of 3HK (<http://www.three.com.hk/>) → Terms & Policies → Mobile Communications Services Terms and Conditions. In case of any conflict between the terms and conditions of the Service as specified herein and the Mobile Communications Services Terms and Conditions of 3HK, the former will prevail.
13. 3HK is not responsible for any charge or loss incurred by the customer who apart from having subscribed for the Service through 3HK also subscribes for the same service through any other channel for any reason.
14. If customer terminates the Service or ceases to be a customer of 3HK, the Service account will be terminated automatically.
15. 3HK will have the right to amend or cancel the Service, relevant offers, contents, terms and conditions at any time without prior notice. 3HK will have the right of final decision in case of any dispute.
16. If customer have any questions about the Service, please contact 3HK Customer Service Hotline 1033.
17. Should there be any inconsistencies between the Chinese and English versions of these terms and conditions, the English version will prevail.
18. Terms and Conditions of the Service are governed by the laws of Hong Kong.