

## Terms and Conditions <u>5G Broadband Plan</u>

- 1.1 Customer is required to subscribe designated 5G \$298 Broadband Monthly Plan and designated \$48/month 5G Wi-Fi 7 Router Rental Service Plan, commit to 33/51 months contract and pay for the Admin fee of \$28 per month to enjoy \$28 admin fee waiver, monthly fee rebate \$60/ month and enjoy extra \$48/ month rebate for designated 5G Wi-Fi 7 Router rental monthly plan during the contract period. Monthly fee will be charged at the original plan fee (or at prevailing plan fee) after contract expired. Commit to 33 months contract, customer can enjoy extra \$42 monthly fee rebate during the 6th to 22nd month of the contract period, and total 50,000 MoneyBack points will be credited to customer account within the contract period after service activated. Commit to 51 months contract, customer can enjoy extra \$42 monthly fee rebate during the 6th to 22nd month of the contract period, and total 60,000 MoneyBack points will be credited to customer account within the contract period after service activated. Monthly fee will be charged at the original plan fee (or at prevailing plan fee) after contract expired. 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.
- 1.2 Unlimited 5G Broadband Data of 5G Broadband Monthly Plan is only applicable to designated devices. 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 (if applicable) or/and with the designated device. Voice and roaming service is not applicable for the 5G Broadband Monthly Plan. The SIM must be used with designated routers/devices. The add-on or rented 5G Router can only be used with 3HK SIM card during the contract period.
- 2. Customer will enjoy 7 Days cooling off period for new subscription. 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.
- 3. Automatic Contract Renewal Arrangement (If applicable): If you agrees to the "automatic contract renewal arrangement" before the service plan contract expires, 3HK will send a renewal notice to the customer via email or SMS, your service plan will automatically renew for the same contact period and rate under the same terms and conditions upon expiry of your fixed term contract, unless you notify us at least 30 days before the expiry of your existing or any of the renewed term of the contract via customer service hotline or 3HK retail shops to cancel the auto contract renewal arrangement. This automatic contract renewal arrangement shall be subject to the final and absolute discretion of 3HK.





4. (If applicable) Upon successful activation of the 5G Broadband Monthly Plan service, extra MoneyBack Points will be evenly distributed to customer's 5G Broadband Monthly Plan mobile/service number Account ("3HK account") over the 3rd to 7th month within the contract period. Each account number can enjoy the offer only once. Customers are required to link their relevant MoneyBack account to their 3HK account via the designated 3HK platform ("My3 App") to collect MoneyBack Points. No MoneyBack Points will be distributed if the subscription to 3HK is cancelled or terminated within 30 days of the subscription date. Designated MoneyBack Points are required to be collected via the Company Platform within 30 days of receiving the SMS or email notification (details are provided in the notification content). Extra Money Back Points will not apply to the auto-renewal of the contract term. 3HK reserves the right to change the MoneyBack Points reward scheme for different plans at any time without prior notice. For more details, please click <a href="https://bit.ly/382CrDq">https://bit.ly/382CrDq</a>.

## **Special 5G Router Rental Service**

- 5. Special 5G Router Rental Service:
  - 5G Router Rental Service:
    - All 5G Routers are refurbished units, and supplies are limited in selected point of sales. Router photo is for reference only. The final router model is subject to the availability.
    - Customer shall return the router with full packing, accessories and user guide within 14 days of the service contract expiry date/ service cancelation date to designated 3Shops, 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 on the same day 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 selected point of sales 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.

## **General Terms and Conditions**

- Offer is valid until further notice.
- 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.
- Sending and receiving voice calls and MMS to and from 3 subscribers are deemed as Heart-To-Heart voice and Intra MMS.
- Please visit <a href="https://web.three.com.hk/servicecharges/thereaftercharges">https://web.three.com.hk/servicecharges/thereaftercharges</a> 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





- https://web.three.com.hk/roaming/idd001/index-en.html for details.
- For international voice and video calls, international call rates apply, please visit <a href="https://web.three.com.hk/roaming/coverage/index-en.html">https://web.three.com.hk/roaming/coverage/index-en.html</a> for details.
- For international roaming services, roaming rates apply, please visit
   <a href="https://web.three.com.hk/roaming/coverage/index-en.html">https://web.three.com.hk/roaming/coverage/index-en.html</a> 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 <a href="www.three.com.hk/3Care\_eng.which">www.three.com.hk/3Care\_eng.which</a> 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 <a href="https://web.three.com.hk/data/topupdatapack/index-en.html">https://web.three.com.hk/data/topupdatapack/index-en.html</a> 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 <a href="www.three.com.hk/vendorcontact">www.three.com.hk/vendorcontact</a>. 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.



