

## **Mobile Communications Services Terms and Conditions**

### **1. About these Service Terms and Conditions and your agreement**

- 1.1 These Service Terms and Conditions are the general terms and conditions on which we supply the Services.
- 1.2 These Service Terms and Conditions are our Standard Form of Agreement, which, along with any other terms that you agree to, are binding on you and us. The Standard Form of Agreement is available on our website at [www.three.com.hk](http://www.three.com.hk) for 3 Hong Kong, [www.mobileonline.hk](http://www.mobileonline.hk) for MO+ or [www.supreme.vip](http://www.supreme.vip) for SUPREME.
- 1.3 Your agreement with us is made up of these Service Terms and Conditions and other terms contained in the documents we produce (such as "Service Usage Policy and Fair Usage Policy") and any application or agreement forms you sign. We may also display other terms of use on your Mobile phone.
- 1.4 When we say:
  - (a) "we", "us" or "our" we mean Hutchison Telephone Company Limited trading as 3 Hong Kong, MO+ and SUPREME;
  - (b) "you", "your", we mean you, our customer; and
  - (c) "agreement" means your agreement with us for the supply of the Services.
- 1.5 We have also set out in Section 16 some useful definitions of words we use in these Service Terms and Conditions.
- 1.6 Your agreement with us commences when we Connect you.
- 1.7 Your agreement is personal to you. Unless we give you written consent, you remain responsible for complying with your agreement and you may not pass any of your rights or responsibilities to anyone else, even if you give them your Mobile phone, Other Device or USIM.
- 1.8 Your agreement does not cover any other services while using the Services.

### **2. Variations to your agreement**

- 2.1 Subject to Section 2.3, we reserve the right to vary, amend, modify or delete any of the terms and conditions of your agreement or add new terms and conditions to your agreement.
- 2.2 Subject to any License requirement or direction issued by the Communications Authority, we will send notice of any variation, amendment, modification, deletion or addition of any terms and conditions to you in accordance with Section 14.
- 2.3 We reserve the right to vary, delete, amend or add to the terms and conditions of your agreement from time to time. Subject to any License requirement or direction issued by the Communications Authority, we will send notice of any variation, amendment, modification, deletion or addition of any terms and conditions to you. If the variation, amendment, modification, deletion or addition will result in an increase in the Contract Service Charges or have a substantial and adverse impact on the service enjoyed by a substantial number of

customers, we will give not less than 30 days' prior notice in respect of any variation, amendment, modification, deletion or addition. In the event that the variation, amendment, modification, deletion or addition will result in an increase in an Other Charges (save for charges for roaming services), we will inform the affected customers of the variation, amendment, modification, deletion or addition in our website or such other means as we consider appropriate not less than 30 days prior to effecting such variation, amendment, modification, deletion or addition.

You may terminate your agreement by notice no more than 15 days prior to the variation, amendment, modification, deletion or addition coming into effect without incurring any charges of any kind in respect of that termination (other than incidental costs), in the event that:

- (i) there is any increase in the Contract Service Charges (save for charges that are no longer applicable to you after you have subscribed to the service such as deposit amount, prepayment amount or any waivable charges);
- (ii) there is an increase in the Other Charges which is obliged to incur for the continued use of the subscribed service by you (save for charges for roaming services) which is more than HK\$30 or 30% of the amount of the monthly Contract Service Charges, whichever is higher; or
- (iii) if you can demonstrate that the change to the contract terms will result in a substantial and adverse impact to the service that you have acquired.

### **3. What we will provide to you**

#### **A USIM and Account**

- 3.1 We will open an Account for you and provide you with a USIM and, except where you have transferred your previous mobile number to us, a new mobile telephone number and other service numbers, if applicable.
- 3.2 The USIM remains our property and we may recall it at any time for upgrades, modifications and/or when your agreement ends.
- 3.3 You shall not tamper or allow any other person to tamper with your Mobile phone, Other Device and/or Accessory by unauthorized means and shall not copy or allow any other person to copy any pre-programmed data of any USIM.

#### **Our Services**

- 3.4 Once you are Connected, we will provide you with access to the Services. The Services include the following services if you have requested them and we approve:
  - (a) Optional Services; and
  - (b) Age Restricted Services, provided that you are 18 years of age or over.

- 3.5 You will also be able to upload and send your own content using the Services. You grant us a royalty free, perpetual and world-wide license to store, transmit or otherwise deal with any content you upload on the Services. For example, if you choose to use the POP3 polling features in our messaging services, you are appointing us as your agent for enabling the POP3 polling services to be provided to you.
- 3.6 We may change or withdraw some, or part of, the Services from time to time. This may be because of changing technologies, obsolescence, new or different product features, changing Content Providers and the need to remove, replace or modify Content. In the case of value-added service ("VAS"), your service fee will not be affected by any such change, unless you wish to select a VAS which has a higher service fee.

### **Limitations to the Services**

- 3.7 We will always try to make the Services available to you. However, the Services are only available within our Network coverage areas and limited Services are available while Roaming. Within our Network coverage areas, there may be places where access to the Services is limited or unavailable.

### **Limitations when Roaming**

- 3.8 Roaming may occur when you are outside of our Network coverage areas in Hong Kong, or at places within our Network coverage area and reception is unavailable. When overseas, you may roam in countries where we have Roaming arrangements in place.
- 3.9 When roaming, you will not have access to all the Services.

### **Limitation of Liability when Roaming**

- 3.10 If you use the Services in a country or region other than Hong Kong, your use of the Services may be subject to laws, customs and regulations which apply in that country. In this case, it is your responsibility to ensure that your use of the Services will not violate any such laws, customs and/or regulations and, we shall not be liable for your failure to comply with those laws, customs and/or regulations.

### **Disruptions to the Services**

- 3.11 We cannot guarantee fault-free service. There may be situations where the Services are not continuously available or information is not duly transmitted to, and received by, you or the quality is affected, for example:
- (a) when we need to perform any upgrading, maintenance or other work on our Network or the Services;
  - (b) calls and data sessions may not be maintained when you move from our Network to the network of an Other Provider to facilitate local or international Roaming;

- (c) because of factors outside our control, such as the features or functionality of your Mobile phone or Other Device, regulatory requirements, lack of capacity, interruptions to services from Other Providers and Content Providers, faults in other communications networks, the weather or radio interference caused by hills, tunnels or other physical obstructions; or
- (d) where you are outside Hong Kong, or in areas not covered by our Network in which case the Services relies on Other Provider networks which we have no control.

#### **4. Mobile phones, Other Devices and Accessories**

##### **Use of Mobile phones and Other Devices on our Network**

- 4.1 A USIM in relation to mobile voice service subscription (whether or not the service subscription also includes, and whether or not the USIM is also provisioned to be used for, other Services such as mobile data service) shall only be used on mobile phones but not on other devices (such as dongles). The above shall apply to (i) new mobile voice service subscriptions made, and mobile voice service subscriptions that are renewed on a fixed term basis, after 1st October, 2010; and (ii) mobile voice service subscriptions that are renewed not on a fixed term basis effective from 1st December, 2010. If the USIM is used on any devices (such as dongles) other than a mobile phone, it will constitute an unauthorized use of the Services under the " Service Usage Policy and Fair Usage Policy" and you will be in breach of that policy and we reserve our rights to take action against you.
- 4.2 Without prejudice to and subject to Clause 4.1 you may only use a USIM with Mobile phones or Other Devices that have been approved by us for use on our Network and shall comply with all relevant legislation or regulations relating to such use.
- 4.3 If you use a USIM with any device and/or accessory that has not been approved by us for use on our Network, you may not be able to utilize all or any of the Services and you shall accept the limitations of such device and/or accessory in accessing any of the Services, for which we shall not be held responsible in any respect. Furthermore, you must ensure that such use will not cause any damage or disruption to our Network and/or in any way affect the use of the Services by our other customers.
- 4.4 You warrant and represent that you are the sole and beneficial owner of and have the absolute right, title and interest in the Mobile phone, Other Device and/or Accessory identified in the Application and that no other person has any interest in any of these equipment. You further undertake to indemnify us in full against all direct and indirect losses, damages, claims, demands, proceedings, costs and charges whatsoever arising from your breach of this Section 4.4. This Section 4.4 shall survive the termination of this agreement.
- 4.5 We may not register a Mobile phone or Other Device for your use on our Network if we are aware or reasonably suspect that the Mobile phone or Other Device has been lost or stolen.

### **Purchases directly from us**

- 4.6 If you purchase a Mobile phone, Accessory or Other Device directly from us, you enter into an agreement with us for the purchase of those goods. We will retain ownership in all goods purchased from us until you have paid for them in full.
- 4.7 You will be responsible for any Mobile phone, Accessory or Other Device as soon as they are delivered to you. If you damage or lose any goods before you have paid for them in full, you will still be required to pay us for the full price of those goods.

### **Purchases from other retailers**

- 4.8 If you purchase a Mobile phone, Accessory or Other Device from a retailer other than us (a retailer includes one of our authorized dealers) you enter into an agreement with that other retailer for the purchase of those goods and we are not part of that purchase agreement.

### **Warranty**

- 4.9 The warranty starts after your inspection of the Mobile phone, Other Device or Accessory at sales spot on the day of purchase.
- Subject to the arrangements of the respective manufacturers, the validity of the warranty is in general for twelve months from the date of purchase for Mobile phone and other Device, and for three months from the date of purchase for battery and electronic accessories.
- Warranty will be provided by respective manufacturers. You are required to retain the product receipt, invoice and/or the original copy of sales and services agreement, and bring the same together with the faulty product to the service centres of manufacturers for warranty. For contact information of service centres of manufacturers, please visit our website at [www.three.com.hk](http://www.three.com.hk) for 3 Hong Kong, [www.mobileonline.hk](http://www.mobileonline.hk) for MO+ or [www.supreme.vip](http://www.supreme.vip) for SUPREME.
- 4.10 The performance, quality and workmanship of any Mobile phone, Other Device or Accessory may be subject to the manufacturer specifications and warranty. Unless otherwise stated in the manufacturer warranty terms, warranty of the Mobile phone, Other Device or Accessory is conditional upon:
- (a) the Mobile phone, Other Device or Accessory being installed, operated, handled and repaired in accordance with any user guide, manual or written instructions of the manufacturer or us;
  - (b) the Mobile phone, Other Device or Accessory having been properly stored or maintained by you; and
  - (c) the Mobile phone, Other Device or Accessory not being repaired or modified without our prior written consent.
- 4.11 The warranty does not apply to:
- (a) any used or second hand goods;

- (b) damage, malfunction or failure resulting from misuse, neglect, abuse, use for a purpose for which the relevant Mobile phone, Other Device or Accessory was not designed for or is not suited;
- (c) normal wear and tear;
- (d) faults arising from the use of non-original or non-approved accessories;
- (e) the use of non-original spare parts in the repair process;
- (f) product in which the warranty seal has been broken;
- (g) no fault found; and
- (h) front and rear cover damage in the case of Mobile phone and Other Device.

4.12 If a Mobile phone, Other Device or Accessory purchased by you is faulty or not functioning, it will be your responsibility to arrange, at your cost, to have it repaired or replaced so you can continue to use the Services.

## **5. Your Obligation Pay your bills**

- 5.1 You must pay us all Charges for the Services used on your Account, whether used by you or another person with or without your permission. Subject to Section 2.3 above, we may vary the rate of Charges and introduce new items of Charges at any time we think fit.
- 5.2 Your bill will normally include your fixed charges for the next billing period and the usage and administrative charges for the last billing period. The initial invoice may also contain a charge for Connection. We shall have the right to change the basis or interval on and in which bills are issued.
- 5.3 Unless otherwise specified, payment shall be made without set-off or deduction on the date specified on your bill (or if such date is not specified within 14 days after the issuance of the relevant bill by us). However, we may also require an interim payment if we consider that you have exceeded a reasonable credit limit on your Account. We are not required to keep you informed of your usage prior to requesting an interim payment. We may also by notice require you to settle all Charges incurred immediately notwithstanding the relevant due date stated in your bill.
- 5.4 We may demand payment in writing, over the phone or by sending a message to you.
- 5.5 We reserve the right to introduce a fee for paying your Account using a credit card. If we introduce such a fee, we will provide you with sufficient notice of the fee and the date from which it will apply.
- 5.6 If you fail to pay your bill, or any interim payment, on time, you will be in breach of your agreement and we may charge interest at the rate of 2% per month on any outstanding amount, calculated on a daily basis from the due date of payment until the date on which payment is actually received by us in full and we may also Suspend or Disconnect you, and you will still have to pay your outstanding Charges, including the interest thereon and any fee for late

payment. If we Suspend or Disconnect you and we agree to re-Connect you, you will be required to pay a re-Connection fee which will be added to your Charges.

- 5.7 If you dispute any of the Charges set out in your bill, you shall pay the entire amount of Charges and submit a written claim for the disputed amount within 15 days from the date of the relevant bill. In the event of such claims, our books and records shall be conclusive evidence of the Charges incurred and shall be binding on you.
- 5.8 You authorize us to:
- (a) set-off or transfer any sum standing to the credit of your account to discharge your liability to us under your agreement or any other arrangement between you and us;
  - (b) assign any unsettled billed amount to any contractual credit management organisation or collection agency employed by us for debt recovery; and
  - (c) use your credit and payment information for the purpose of this Section 5.8.
- 5.9 If we take legal or other collection action against you for non-payment of the Charges, we may require you to pay our reasonable costs and expenses (including legal costs) of taking that action with interest added daily.
- 5.10 If requested by us, you must deliver to us any Mobile phone or Other Device in full or partial settlement of any amount that you owe us and we will own that Mobile phone or Other Device.
- 5.11 Unless otherwise specified, any Charges paid in advance or billed monthly in advance may not be refundable in full or on a pro-rata basis upon termination of your agreement for any reason.
- 5.12 If you use the Services to acquire goods and services from third parties, you are responsible for paying any bills they may send you.
- 5.13 You must pay to us all fees payable from time to time to the Hong Kong Government and other persons in connection with your use of the Services and (if applicable) any Mobile phone and/or Other Device in the manner specified by us from time to time.
- 5.14 Payment made by you shall first be applied in or towards payment of any deposit required under your agreement; secondly, any outstanding interests; and thirdly, the Charges.
- 5.15 By applying for the Services, you undertake to provide your correct name, address and all other factual information. You warrant that:
- (a) if the Account is in your name as an individual, even where you have also nominated a business name, you have full contractual capacity to agree to the agreement and are able to pay the Charges; or
  - (b) if an Account is established in the name of a company, the person that has opened the Account on behalf of the company is duly authorized to bind the company to the agreement.

### **Secure your PIN, passwords and USIM**

- 5.16 You must keep your USIM safe and secure and we may charge you for any replacement USIM. You acknowledge that your USIM is used to store your personal details such as your address

book and any personal information. If your USIM is lost or stolen, it is possible that another person may obtain authorized access to that information.

- 5.17 You must keep all PINs and passwords safe and secure. You should immediately change any default PIN or password if they are being used by someone without your permission.
- 5.18 We will allow anyone who can quote your PIN or password to access your Account details and make any changes to your Account or the Services.

### **Responsible use of the Services**

- 5.19 You may only use the Services:
  - (a) as stated in your agreement; and
  - (b) for your own personal use. This means you must not resell or commercially exploit any of the Services, Content, Mobile phones or Other Devices.
- 5.20 You shall not acquire any right or interest in any Content and must not disseminate, forward or distribute any Content to any third party or reproduce any Content or use any Content for commercial, illegal or improper purpose. If you fail to comply with this obligation, you shall indemnify us for all losses and damages suffered by us as well as any third party claims against us arising from your breach.
- 5.21 You must not use the Services, or allow anyone else to use the Services, for illegal, improper, defamatory or unlawful uses. For example:
  - (a) for fraudulent, criminal or other illegal activity;
  - (b) in any way which breaches another person rights, including copyright or other intellectual property rights;
  - (c) to copy, store, modify, republish or redistribute the Services or Content (for example ringtones), except where we give you permission;
  - (d) to download, send or upload content of an excessive size, quantity or frequency so that it causes problems for other users;
  - (e) in any way which breaches any security or other safeguards or in any other way which harms or interferes with our Network or the networks or systems of others;
  - (f) to falsify or delete any author attributions, legal or other proper notices or proprietary designation or labels of the origin or source of software or other content contained in a file that you upload;
  - (g) to use your Mobile phone to record any telephone conversation without obtaining the consent of the other party/parties to the conversation that it is being recorded or publish a recorded conversation in any form;
  - (h) to create, use, copy, download or provide any directory of users of the Services or any other user or usage information to a person or organisation, whether you are paid for this or not; and



- (i) to send any message which is obscene or offensive in nature or is in a language that is not widely understood in Hong Kong.
- 5.22 You must always co-operate with us and follow our reasonable instructions to ensure the proper use and security of the Services and your Account.
- 5.23 You must comply with the laws, regulations and customs of Hong Kong and other applicable jurisdiction in relation to the use of the Services.

### **Responsible use of messaging and storage services**

- 5.24 While using the messaging services, you must not send or upload:
- (a) anything that is protected by copyright, unless you have permission of the copyright owner;
  - (b) unsolicited bulk or commercial messages or other unauthorized messages, or knowingly send any viruses; or
  - (c) anything that is obscene, offensive, abusive, defamatory, menacing, harassing, threatening or is unlawful in any other way.
- 5.25 You agree to comply with the procedures set out in the IOSMS Code when using the messaging services to send short messages of promotional or similar nature to any person (including companies, sole proprietorships, partnerships and other bodies corporate and whether such person subscribes to the Services or services provided by other service providers). In particular:
- (a) you shall not use the messaging services for sending short messages of promotional or similar nature to any person without such person prior consent;
  - (b) you shall be responsible for procuring the consent required under Section 5.25 (a) and shall provide us with evidence of such consent upon demand by us;
  - (c) if you send any unsolicited promotional message contrary to Section 5.25 (a) or if we receive any complaint that such message originates from you, you agree that we are entitled to:
    - (i) cease or refuse transmission or delivery of the relevant message upon us becoming aware of such message;
    - (ii) request you to respond to any complaint received by us and you shall provide us with a written response within 3 days of the relevant request;
    - (iii) suspend all short messages sent by you in accordance with the IOSMS Code;
    - (iv) carry out such investigation as we in our discretion think fit; and
    - (v) where necessary, suspend the Services provided to you, in whole or in part, as we may in our discretion think fit.
- 5.26 You are entitled to make a complaint against a sender of any unsolicited promotional short message. Complaints can be made orally, in writing, or by electronic means. Upon receipt of any complaint, we may:

- (a) collect and disclose to the relevant mobile network operator information on the relevant short message(s) including without limitation your mobile number, the date and time of receipt of the relevant message(s) and the contents of such message(s); and
  - (b) block any short message from the sender of the relevant short message(s) in accordance with the IOSMS Code.
- 5.27 We may put limits on the use of certain Services, such as messaging services or storage services. For example, we may limit the size of messages or storage space.
- 5.28 While we have no obligation to monitor your use of messaging services or storage services, if you exceed our use limits or we are made aware that your use of these Services is causing problems to our Network, our storage capacity or other users, then we reserve the right to Suspend your use of those Services.

### **Responsible use of Age Restricted Services**

- 5.29 If you are under 18, you are not permitted to access our Age Restricted Services. If you are 18 or over and you access the Age Restricted Services, you must not show or send Content from the Age Restricted Services to any one under 18. You must also ensure that you have deactivated any access to Age Restricted Services if you let anyone under 18 uses your Mobile phone or Other Device.

### **6. Loss, Theft, etc.**

- 6.1 If your USIM or Mobile phone is lost, stolen or damaged, or you have sold or given away your Mobile phone, you will remain responsible for all Charges for the Services on your Account until such time as you ask us to Suspend the USIM or your agreement is ended in accordance with these Service Terms and Conditions. Also, you must report any loss or theft of your USIM or Mobile phone immediately upon you becoming aware of such loss or theft.
- 6.2 Subject to the payment of such Charges as we shall in our discretion determine, we will in our discretion provide you with a replacement USIM as soon as reasonably practicable if the USIM is lost, stolen or damaged.
- 6.3 We may but is not obliged to notify you if any lost or stolen Mobile phone, Other Device or Accessory owned by you is returned to us. If you fail to collect such Mobile phone, Other Device or Accessory within two months from the date of such notification, we shall be entitled to dispose of such Mobile phone, Other Device or Accessory in such manner as we deem fit and you shall be deemed to have waived all your rights to the Mobile phone, Other Device or Accessory and the proceeds (if any) received by us from such disposal. We shall not be under any liability whatsoever to you or any person for any cost, expense, loss or damages suffered or incurred by you or such other person arising out of or in connection with such Mobile phone, Other Device or Accessory or its disposal.

## **7. Privacy Policy**

- 7.1 You are entitled to ensure that we will only use your personal information in accordance with your agreement and our Privacy Policy. Our Privacy Policy will not conflict with our obligations under law.
- 7.2 Your application for the Services may be subject to a credit assessment, verification of your personal details and an employment check. If we regard these checks as unsatisfactory, we will not enter into an agreement with you. You warrant and represent that the information and other supporting documents provided in connection with your application are correct and complete and you must notify us promptly in writing any change in such information.
- 7.3 You acknowledge that when you are Roaming in another country, the treatment of your personal information may be subject to laws, customs and regulations that apply in that other country.
- 7.4 Our Privacy Policy is subject to change from time to time. Please visit our website for the latest version.

## **8. Our Intellectual Property Rights**

- 8.1 All rights, including copyright, in the Services and Content belong to us or our licensed sources, such as a Content Provider.
- 8.2 The trade mark and other related images, logos and names in relation to the Services are proprietary marks of our group of companies.

## **9. Allocation and Porting of Numbers**

- 9.1 Subject to any contrary direction issued by the Communications Authority or any contrary term of the relevant License, you will not acquire any right in any number issued or assigned to you under your agreement including without limitation station A-call or private page telephone number or mobile number and we may modify, withdraw, change or reallocate any such number. Except for any modification, withdrawal, change or reallocation resulting from or in connection with the termination or suspension of the Services, we will endeavour to notify you in such manner as may be reasonable and practicable in the circumstances prior to such modification, withdrawal, change or reallocation.
- 9.2 If you apply for the porting in of any mobile number ("port-in Number") from a network operated by any other mobile telecommunications service provider:
  - (a) you shall pay us a non-refundable mobile number port-in charge at the prevailing rate;
  - (b) any cancellation of such application shall be made in person at the location at which such application was made prior to the activation of the Services with the Port-in Number; and
  - (c) if such application is unsuccessful for any reason, you may, within 7 days from our notification of such unsuccessful application, elect:

- (i) to activate the Services with a number assigned or allocated by us; or
- (ii) to cancel the application in accordance with Section 9.2(b); or
- (iii) if the unsuccessful application is due to missing or incorrect information submitted by you, to submit all necessary and correct information for re-applying for the porting of the Port-in Number.

Provided that if you fail to make an election within 7 days, you shall be deemed to have cancelled the application. If you request for the porting of mobile number from our Network, you agree that upon the successful porting of any mobile number from our Network:

- (a) all mobile phone services and any related value added and roaming services (whether in the form of automatic or manual roaming or provided through a separate USIM) shall be terminated immediately and any sum paid in relation to any USIM (whether for roaming or other services) shall not be refundable in full or on a pro-rata basis;
- (b) other services (if any) subscribed by you and provided by us shall continue unless terminated in accordance with your agreement; and
- (c) you shall not be entitled to any bundled rates for continuing services previously bundled with our mobile phone services and will thereafter be charged the normal standard rates for such continuing services without further notice.

## **10. Suspension of the Services**

10.1 We may, at our discretion, Suspend your Account or any or all Services without notice if:

- (a) you have not complied with any of the terms of your agreement;
- (b) you have not paid the Charges on time;
- (c) we reasonably believe you have provided us with false or misleading details about yourself;
- (d) we believe that your USIM has been lost or stolen;
- (e) we receive a serious complaint against you which we believe to be genuine;
- (f) we are required to suspend the Services by the emergency services or other government authorities;
- (g) we consider it necessary to safeguard the standard of the Services or the integrity of our Network;
- (h) our Network or any relevant equipment fails or requires modification or maintenance;
- (i) in our reasonable opinion, there is or has been unauthorized, unlawful, fraudulent or unreasonable use or usage of the Services or the use of the Services or any relevant equipment by you is causing or may potentially cause damage or interference to our Network and/or such equipment;

- (j) the unpaid Charges incurred exceeds such credit limit as we may, in our reasonable discretion, assign from time to time to your Account for any of your liabilities to us under your agreement or any other arrangement between us; or
- (k) we are entitled to end this agreement.

### **All your Accounts and Services will be Suspended**

10.2 If we Suspend your Account or the Services as permitted by us under this Section 10, all of your Accounts and the Services will be Suspended. However, you will remain liable for all Charges incurred or payable during the period of Suspension unless we, in our reasonable discretion, decide otherwise.

## **11. Ending this agreement and Disconnection**

11.1 You may end your agreement in the following ways:

(a) **During Minimum Term**

**If you have agreed to a Minimum Term, you can end your agreement during the Minimum Term, however you must pay us all the Charges you owe including any Cancellation Fee.**

(b) **On 30 days notice if no Minimum Term**

**If you have not agreed to a Minimum Term, or the Minimum Term has expired, you can end this agreement at any time by giving 30 days written notice to us.**

(c) **Prior to the expiry of the Minimum Term, we are entitled to contact you about the expiration of the Minimum Term and the renewal offers. If we are unable to reach you or you are unable to confirm the renewal arrangements with us, we shall continue to provide the services to you on the same terms and conditions until we receive a notice as stipulated in Clause 11.1(b) above from you. For the avoidance of doubt, the services to be provided to you during the period subsequent to the Minimum Term shall not include any rebate, extra entitlements (including voice airtime, video time, local mobile data, etc.), complimentary gifts and/or any other free entitlements or special offers given to you during the Minimum Term.**

11.2 We may end this agreement in the following ways:

(a) **On 30 days notice**

If you have not agreed to a Minimum Term, or the Minimum Term has expired / will expire, we can end your agreement at any time by giving you 30 days' written prior notice.

(b) **Because of your conduct**

In the following cases, we may end your agreement immediately:

- (i) you do not comply with our reasonable requirement in relation to the use of the Services or your obligations under your agreement, including (without limitation) your obligation to pay the Charges on time;
  - (ii) we have Suspended the Services as permitted in Section 10 and we believe that your breach is serious or it has not been rectified;
  - (iii) you enter into bankruptcy, liquidation, administration, receivership, or are deemed to be insolvent or we otherwise reasonably believe that you will be unable to pay the Charges as they fall due;
  - (iv) if you are an individual and you die (in which case your estate must pay all Charges that are due);
  - (v) we reasonably believe that your communications with Customer Care or any of our authorized dealers or sales agents, or your use of the Services, are jeopardising our operations, our Network or are of an unacceptable nature; or
  - (vi) any information provided by you under or pursuant to this agreement is found to be false or inaccurate or we have reasonable ground to believe that such information is false or inaccurate.
- (c) **No Network access or Services**
- If we no longer have access to networks of Other Providers that we need to provide the Services, or if we are no longer able to provide the Services or we cease business.

### **All your Accounts will end on termination**

11.3 If we end your agreement for any of the reasons in Section 11.2, all of your Accounts with us will terminate.

### **12. Effect of this agreement ending**

12.1 When your agreement ends, we will close your Account and Disconnect the Services and you will not be able to use the Services. Upon Disconnection of the Services, any prepaid Charges will be forfeited.

12.2 You must immediately pay all Charges that are due. For the avoidance of doubt, if your agreement ends on a day which is not the last day of your monthly billing cycle, you shall remain liable for the full payment of Charges for that relevant month and all Charges already paid by you shall not be refundable in full or on a pro-rata basis. If your agreement has a Minimum Term and we end the agreement due to your conduct or if you end the agreement during the Minimum Term, the Charges will include a Cancellation Fee.

12.3 Termination of your agreement will not affect any existing right or liability that you or us may have prior to such termination.

12.4 Upon your request, we may but we are not obliged to re-Connect any Services which have been disconnected or terminated. Such re-Connection shall be subject to the payment of all outstanding Charges in respect of the disconnected or terminated Services, the payment of re-Connection fee at our prevailing rate and such other Charges and/or deposit as we may in our discretion require.

### **13. Liability**

#### **Limits on our liability**

13.1 All of our obligations to you relating to the Services are set out in your agreement and, except as otherwise set out in this Section 13:

- (a) all other terms, conditions and warranties relating to the Services are excluded;
- (b) we will have no liability to you for anything that we or anyone who works for us does or does not do;
- (c) we, our employees and our Content Providers are not liable to you in any way, whether direct or indirect, consequential or contingent and whether foreseeable or not, for any loss, damage, claims or costs of any kind including but not limited to any loss of income, business or profits or loss or corruption of personal information or data, goodwill, failure to deliver any call, data or message, sustained and arising out of or in connection with use of the Services, any Mobile phone, Other Device or Accessory; and
- (d) we, our employees, agents or sub-contractors shall not be liable to you or any third party, whether in contract, tort or otherwise for any loss or damage incurred by you or any third party:
  - (i) resulting from or in connection with any failure, delay, interruption, omission or mistake in the Services or the performance of your agreement, whether or not such failure, delay, interruption, omission or mistake is caused by our acts or omissions or negligence or those of our employees, agents or sub-contractors; and
  - (ii) resulting from or in connection with any failure or delay in the performance of your agreement or the Services due to factors outside our reasonable control including, without limitation, acts of God, spread of epidemic, lightning, fire, earthquake, storm, flood or other natural calamities, the threat of imminent war, riots or other acts of civil disobedience, industrial disputes, power failure, failure of telephone lines, failure or breakdown of plant or machinery or government restraint, prohibition or expropriation.

13.2 If legislation implies warranties or conditions which cannot be excluded, restricted or modified, to the extent that we are entitled, our liability will be limited at our option to:

- (a) in the case of a supply of goods, the replacement of the goods or supply of equivalent goods, the payment of the cost of replacing the goods or acquiring equivalent goods, the payment of the cost of having the goods repaired or the repair of the goods; and
- (b) in the case of services, the supply of the services again or the payment of the cost of having the services performed again.

**Services areas where we have no responsibility**

- 13.3 Any claim by you against us arising out of your agreement must be notified in writing to us within one year of the incident giving rise to such claim, failing which you will be deemed to have waived your right in respect of such claim.
- 13.4 Without prejudice to the aforesaid:
- (a) we disclaim all responsibility or liability to you or to any person for any cost, expense, loss, damage or compensation arising out of or in connection with any incompleteness, inaccuracy, error, omission, misstatement, delay or failure of transmission, communication or storage of any message or data, the divulging, mixing or destruction of any message;
  - (b) no condition, warranty, responsibility and liability in relation to the provision of the Services or any Mobile phone or other Device (including without limitation fitness for any purpose, standard of quality or performance of any Mobile phone, other Device and our Network) shall be deemed to be given by us; and
  - (c) we shall not be liable for any dent, scratch or other damage of aesthetic nature to or any loss of data from any Mobile phone or other Device delivered or returned to us for maintenance and repair services.
- 13.5 In providing you with access to any Services or Content, we are not providing you with any advice of any nature, including, without limitation, investment advice. In respect of any Services or Content containing investment information, we are not communicating invitations or inducements to enter into investment agreements.

**Other content and services areas where we have no responsibility**

- 13.6 You may be able to use the Services:
- (a) to upload, email or transmit Content; and
  - (b) to access Content which is not edited by us and to acquire goods and services that we do not prepare, select, modify or exercise any control over. Where we provide you with access to Content that is not supplied by us, all we do is to transmit the Content to you and we are not responsible or liable in any way for, and do not endorse, any of this Content, goods or services.
- 13.7 This Section 13 will apply even after this agreement has ended.



#### **14. Notices**

- 14.1 We will consider you have received information from us if it is included on our website or if it is directly communicated to you by phone, message, email or mail using your most recent contact details given to us.

#### **15. Other terms**

- 15.1 Unless otherwise agreed, your agreement is the complete and exclusive statement of the agreement between you and us in relation to the Services. Your agreement supersedes all understandings or prior agreements, whether oral or written, and all representations or other communications between you and us in relation to the Services.
- 15.2 Subject to Section 13.3, if you, or we, delay, or do not take action, to enforce our respective rights under this agreement, this does not stop you or us from taking action later.
- 15.3 You agree to indemnify us for all losses, damages or expenses incurred by us in connection with the enforcement of your agreement against you.
- 15.4 We will not be bound to verify the authenticity or authority of a signature or mark purportedly of or on behalf of you. Any authorized signatory chop, business chop, personal seal, signature or mark appearing on your agreement shall be binding on you and we are irrevocably authorized to rely on any form, letter or document purportedly signed by or on behalf of you.
- 15.5 If any of the terms in this agreement are not valid or legally enforceable, the other terms will not be affected. We may replace any term that is not legally effective with a similar term that is.
- 15.6 We may assign or transfer our rights and obligations under your agreement to a party who agrees to continue complying with our obligations under this agreement. You may not assign or transfer your rights and obligations under your agreement, whether wholly or partially, unless with our prior written consent.
- 15.7 No failure or delay on our part to exercise any right, power or remedy under this agreement nor any single or partial exercise by us of any such right, power or remedy shall operate as a waiver. The rights, powers and remedies provided in this agreement are cumulative and are not exclusive of any rights, powers or remedies by law.
- 15.8 Any waiver, concession or extra time we may allow you is limited to the specific circumstances under which it is allowed and shall not affect our rights under this agreement in any other way.
- 15.9 The general service terms are subject to the special service terms (if any) and if there is any inconsistency between them, the special service terms shall prevail to the extent of the inconsistency.
- 15.10 This agreement is governed by the laws of Hong Kong and you submit to the non-exclusive jurisdiction of Hong Kong Courts.
- 15.11 This agreement is available in both English and Chinese and both language versions shall have the same effect.

## **16. Definitions**

**Accessory:** any battery, battery charger, stylus, Mobile phone case, car kit, portable hands free, USIM, consumable item (items which are regularly replaced) or any other item that may be used with a Mobile phone or Other Device.

**Account:** all records about you, including your personal account information, your use of the Services, your Charges and payments.

**Age Restricted Services:** any Services for use only by customers 18 years of age or older.

**Application:** any oral, written or on-line-application or any other means of application or notification as permitted by us and made by you for the provision of the Services, Mobile phone, Other Device and/or Accessory.

**Cancellation Fee:** a fee charged if we end the agreement due to your conduct or if you end the agreement within the Minimum Term. This fee may cover (without limitation) your fixed periodic Charges for the Minimum Term, our administrative costs, costs incurred by us in Connecting and Disconnecting the Services for you, our payments to Other Providers, retailers or agents.

**Charges:** both Contract Service Charges and Other Charges, which shall include (without limitation) fixed periodic charges, usage charges, account administration fees, Cancellation Fees, fees for Connection and re-Connection, Government license fee, any extraordinary cost incurred in collecting outstanding payments from you or any sum due under your agreement or such other fee which may be announced or published by us for provision of any of the Services from time to time.

**Connect:** the procedure by which we give you access to the Services. Connection, Connected, Connecting, re-Connect and re-Connection have corresponding meanings.

**Content:** any data, information, images, graphics, video/audio content, applications, downloadable files or other multimedia content that can be accessed using the Services.

**Content Provider:** a person, other than us, who supplies Content.

**[T] :** means Text Content which includes but does not limit to Text Info services, SMS alerts and Text-based content downloads.

[M] : means Multimedia Content which includes but does not limit to Picture image downloads, Picture or Video MMS alerts, and Video content streaming and downloads and Game hit or action.

Charges to be applied for Text Content and Multimedia Content will be denoted as [T+\$] or [M+\$] which means one [T] or [M] to be charged (on per item or per hit/action basis) plus the listed amount of charges. e.g. [M+\$3] means one [M] unit and also a charge of HK\$3. Thereafter charges as specified in the Service Agreement for [T] or [M] will apply when all the entitlements of [T] or [M] in the monthly plan have been consumed.

Contract Service Charges: all fees or charges except Other Charges payable by you for the Services expressly subscribed pursuant to your agreement.

Customer Care: our service team who are available to help you with your queries. They can be contacted by calling our Customer Service Hotline 1033 for 3 Hong Kong and MO+ and 3166 8866 for SUPREME or by email to [cs.mobile@three.com.hk](mailto:cs.mobile@three.com.hk) for 3 Hong Kong, [cs@mobileonline.hk](mailto:cs@mobileonline.hk) for MO+ and [cs@supreme.vip](mailto:cs@supreme.vip) for SUPREME.

Disconnection: the procedure by which we stop your access to the Services. Disconnect, Disconnected and Disconnecting have corresponding meanings.

Hong Kong: the Hong Kong Special Administrative Region of the People Republic of China.

IOSMS Code: the Code of Practice for Inter-Operator Short Message Service dated 3 December, 2001, as from time to time amended and supplemented by the signatories thereto.

License: License(s) issued by the Communications Authority to us for provision of the Services.

Messaging Services: any Services enabling you to access, send and receive messages including but not limited to mail, fax, text, data, picture or video messages.

Minimum Term: the minimum fixed term, if any, for supply of the Services as set out in your agreement.

Mobile phone: a mobile phone approved by us for use on our Network and which may be used to access the Services.

Network: our mobile telecommunications network and other systems.

**Optional Services:** any Services that are only available if requested by you and approved by us.

**Other Charges:** the administrative charges and usage based charges payable by you for the services not specifically covered by your agreement.

**Other Device:** any equipment (for example dongle, computer or organizer), or device that is approved for use on our Network and that may be used to access the Services, but does not include a Mobile phone.

**Other Provider:** a mobile telecommunications network operator or other network provider, other than us, whose network we use to make the Services available to you.

**PIN:** any personal identification number that we give you or you nominate to use as an identifier to access the Services or access or makes changes to your Account.

**Privacy Policy:** our current policy detailing the kinds of information we may gather about you and how we can use and share it. This policy may be amended by us from time to time and is available on our website.

**Roaming:** when you are outside of our Network coverage areas, or coverage is not available, and you access some or all of the Services using the mobile network of an Other Provider. Roaming includes Local Roaming when you are in Hong Kong and you Roam on the mobile network of an Other Provider and International roaming when you are overseas and you Roam on the mobile network of an Other Provider. Roam has a corresponding meaning.

**Services:** the mobile services including but not limited to Content, messaging services, storage services and/or other services where applicable, identified in the Sales and Service Agreement or other relevant documents.

**Storage Services:** any Services which offer you storage capacity on our Network for storage of Content which you access using the Services.

**Suspension:** the procedure by which we temporarily Disconnect your access to the Services. Suspend has a corresponding meaning.

**USIM:** a card provided by us that when used in conjunction with a Mobile phone or Other Device enables you to access the Services.

## ADDITIONAL CLAUSES

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### **1. Prepayment and Rebate**

- a. The prepayment and rebate mentioned in the agreement (if any) will be credited to your account specified herein on the service commencement date for settling Charges set out in those bills issued by us to you on a monthly basis. The first installment of such prepayment and rebate will be credited to your said account upon our issuance of the first bill to you and the remaining prepayment and rebate will be credited to your account subsequently provided that you remain as a subscriber of the Services as at the date of the issuance. For the avoidance of doubt, if there exists one or more previous agreements between you and us with respect to the account specified herein (the "Old Agreement"), the first installment referred to in this Clause 1(a) shall only be credited to your said account upon our issuance of the first bill to you after the prepayment and rebate (if any) under the Old Agreement have been fully credited to your said account.
- b. Under the following circumstances, you shall not be entitled to obtain a refund of or transfer to another account any balance of the prepayment made by you under this Agreement and the Old Agreement (if any).
  - (i) you change to a service plan, the monthly charge of which is less than that stated in the supplementary sheet;
  - (ii) you suspend the Services for more than one month;
  - (iii) you change the registered name of the account specified herein;
  - (iv) you terminate this Agreement; or
  - (v) we terminate this Agreement due to your default
- c. The prepayment and rebate referred to in Clause 1(a) above shall not be credited/ transferred in any frequency and by any method other than those specified under these terms and that such prepayment and rebate cannot be used for any other purpose.
- d. All monthly Charges payable in advance is neither refundable in full nor on a pro-rata basis under any circumstances. For the avoidance of doubt, service period less than one month will be charged on a full month basis, except for the service period between the effective date of this Agreement and the first bill cycle date which will be charged on a pro-rata basis.

### **2. Minimum Term**

- a. You agree to remain as a subscriber of the Services for the designated service plan throughout the Minimum Term (if any) of this Agreement.

- b. If an Old Agreement does not exist, the Minimum Term shall commence upon the provision of the Services to you.
- c. If the remaining term of an Old Agreement will expire within thirty-one (31) days when you sign this Agreement, you may subscribe to a different service plan type (i.e. Handset Plan, SIM Plan or other plan types offered by us from time to time) at any plan price under this Agreement. The new plan fee and entitlements (including value-added service (the "VAS"), if any) under this Agreement will be effective on the bill cycle date following the expiry of the Old Agreement, and the bonus offers including free voice minutes, mobile data usage and other special offers, if any (the "Bonus Offers") will be effective immediately from the commencement date of this Agreement. For the avoidance of doubt, in the absence of any specific instruction from you, the service plan under the Old Agreement will be continued to be provided to you based on the then existing service fee after the expiry of the Old Agreement and until the start of the new plan under this Agreement.
- d. If the remaining term of an Old Agreement has not yet expired and is more than thirty-one (31) days when you sign this Agreement, the remaining term of the Old Agreement shall together with the Minimum Term of this Agreement constitute the term of this Agreement (the "Aggregate Contract Term"), as illustrated below:  
Remaining term of Old Agreement + Minimum Term of this Agreement = Aggregate Contract Term
- e. During the Aggregate Contract Term:
  - (i) you are required to subscribe to the designated service plan at a price stipulated under this Agreement and subject to the applicable terms and conditions. You may request for change of service plan at any time during the Aggregate Contract Term, but the plan type shall remain the same and the plan price shall not be lower than the plan price stipulated under this Agreement. The plan types, prices and service entitlements offered by us vary from time to time, subject to availability and market conditions;
  - (ii) the plan fee and entitlements (including VAS, if any) of the new designated service plan will be effective on the next bill cycle date, and the Bonus Offers (if any) will take effect immediately from the effective date of this Agreement;
  - (iii) if Bonus Offers under an Old Agreement have not yet expired, such Bonus Offers will continue to be offered to you together with the new Bonus Offers (if any) under this Agreement;
  - (iv) if there is a requirement for subscription of VAS for a specific period under an Old Agreement but such obligation has not yet fully fulfilled, you are required to continue subscribing the VAS until the end of such period. If there is a requirement for subscription of designated VAS in this Agreement, you are required to fulfill such requirement at the same time; and

- (v) the rules, terms and conditions and eligibility requirements of VAS may vary, subject to the terms specified by us from time to time on our websites or VAS subscription forms.

f.

- (i) During the Minimum Term of this Agreement, if you suspend the Services or terminate this Agreement or if we terminate this Agreement in accordance with the Service Terms and Conditions (as hereinafter defined), you shall within 14 days thereof pay to us the cancellation fee of a fixed amount or an amount equals to the remaining number of months (an uncompleted month shall be regarded as a full month) in the Minimum Term of this Agreement multiplied by the monthly fixed Charge payable by you for the Services as at the time of subscription.
- (ii) During the Aggregate Contract Term, if you suspend the Services or terminate this Agreement or if we terminate this Agreement in accordance with the Service Terms and Conditions (as hereinafter defined), you shall within 14 days thereof pay to us the cancellation fee of a fixed amount or an amount equals to the remaining number of months (an uncompleted month shall be regarded as a full month) of the Aggregate Contract Term multiplied by the monthly fixed Charge payable by you for the Services as at the time of suspension or termination (as the case may be).

### **3. Deposit**

- a. Without prejudice to any other clauses in your agreement with us, in the event that you intend to purchase/has purchased an Mobile phone and/or Other Device, you are required (on demand by us) to provide us a deposit of a reasonable amount (which amount is determined at our sole discretion) as a security to secure due performance of your obligations in your agreement with us.
- b. We may require you to provide a deposit as security for payment of any sum payable by you to us under this Agreement. The amount of the deposit shall be determined and may at any time be varied by us at our absolute discretion.
- c. We may apply the deposit provided by you to settle or discharge any liability owing by you to us under this Agreement or any other agreement made between you and us.
- d. Following the termination of this Agreement, we shall refund to you any sum standing to the credit of your account (including any deposit of balance thereof) without interest less any sum due from you to us under this Agreement or any other arrangement between you and us provided that a claim must be made by you in writing within 3 months after the date of termination.

#### **4. Others**

- a. Unless otherwise specified, if you suspend or terminate the Services before the first bill is issued to you by us under this Agreement, you shall be liable to pay to us the price(s) of any Accessory and/or device provided to you free of charge upon your subscription to the Services or the discounted portion thereof (as the case may be). The price of such Accessory or device as determined by us from time to time shall be final and conclusive.
- b. You authorize us to charge your credit card at any time mentioned in the agreement (if any) (even after the Credit Card has expired) for any billable charges of the account specified herein. Any notice of cancellation of this authorization which you may give to us shall be at least seven working days prior to the bill date.
- c. Applicable to 3G, 4G LTE and 5G Customers: call forwarded video/voice calls are charged as Heart-To-Heart voice calls and calls forwarded to VoiceMail or FaxMail are free of charge.
- d. The length of each SMS is limited to 70 Chinese or 160 English characters/ Arabic numerals, including spaces and punctuation marks. If a SMS contains a Chinese character, it will be calculated based on the limit of 70 characters. If your SMS exceeds the above limit, it will be counted as more than one and you will be subject to additional SMS charges.

#### **5. Other Charges**

Unless otherwise specified, we will charge the respective administrative charge under the below conditions.

- Administration Fee
- SIM / USIM Fee
- SIM Replacement
- Reconnection of Service 1
- Change of Mobile Number
- Change of Service Plan
- Change of Ownership
- Service In Person 2
- Bounced Cheque Charge

Remarks:

1. Reconnection of the Services will be charged for each request due to overdue payment

For details about other charges, please visit our website <https://web.three.com.hk/servicecharges/others/index-en.html> for 3 Hong Kong and MO+ and <https://www.supreme.vip/home/othercharges-en.html> for SUPREME which may be updated by us from time to time or contact the Customer Service Hotline at 1033 for 3 Hong Kong and MO+ and 3166 8866 for SUPREME.



## **6. General**

Unless otherwise specified, words used above shall have the same meanings given to them in our Mobile Communications Services Terms and Conditions (the "**Service Terms and Conditions**").