

3 Hong Kong Rechargeable SIM Card Service Usage Policy and Fair Usage Policy



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Introduction

This policy sets out 3 Hong Kong's Service Usage Policy and the Fair Usage Policy. Nothing in this policy shall override or prejudice 3 Hong Kong's rights under its terms and conditions of service with the subscriber.

Service Usage Policy

This policy sets out what are considered as unauthorized, unreasonable or improper uses of the various communication, application and content services ("Services") provided by 3 Hong Kong. This policy applies to all subscribers and users of such Services. Failure to comply with any of the prohibitions under this policy may cause the relevant Services subscribed to be suspended or terminated by 3 Hong Kong or 3 Hong Kong to take any steps it considers reasonably necessary or appropriate (including but without limitation to limit the throughput or amount of data transferred) forthwith without notice. Nothing in this policy overrides or prejudices 3 Hong Kong's rights under its terms and conditions of service with the subscriber.

Prohibited Uses And Acts

The Services must not be used:

- (a) For or in connection with any illegal activities;
- (b) To breach another person's rights, including copyright or other intellectual property rights;
- (c) To distribute any tool that may compromise or breach any security features or harm or interfere with the normal operations of any network facility or service;
- (d) To send or upload any content which is obscene, offensive, abusive, menacing, harassing or threatening in any way;
- (e) For resale purposes unless specifically permitted under the terms and conditions of service with the subscriber;
- (f) To send unsolicited commercial messages or contents.

A subscriber must not:

- (a) Disclose any of his/her personal identification code which 3 Hong Kong uses to verify the subscriber's identity;
- (b) Falsify any sender or user information or use any tools to mask the identity of the caller, originator or point of origin (whether in whole or in part) of a communication;
- (c) Use any program or the transmission of any communication or data to interfere with the normal operations of any Services or 3 Hong Kong's network;
- (d) Unlawfully intercept or interfere with any communication originating from or terminating on 3 Hong Kong's network that is intended for third parties;
- (e) Use any tool to compromise or breach any security features or other safeguards implemented by 3 Hong Kong in respect of any Services, network facility and/or content.



A member of the HTHKH Group
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3香港循環儲值咭 服務使用政策及公平使用政策



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簡介

以下政策闡明3香港之服務使用政策及公平使用政策。本政策並非推翻或損害3香港就其與客戶訂定之服務條款及細則所擁有之權利。

服務使用政策

以下政策闡明何謂未經授權、不合理或不適當地使用由3香港提供的各項通訊、應用程式及內容服務(「服務」)。本政策適用於所有此等服務之客戶及用戶。如違反本政策而作出所禁止之用途或行動,則3香港可能暫時取消或終止客戶已申請之有關服務,或立即採取3香港合理認為必須或合理的行動(包括但不限於限制數據傳輸流量及用量),而毋須另行通知。本政策並無意圖推翻或損害3香港就其與客戶訂定之服務條款及細則所擁有之權利。

被禁止之用途及行動

服務不可作以下用途:

- (a) 任何非法活動或與其有關之活動;
- (b) 侵害他人之權利,包括版權或其他知識產權;
- (c) 分發任何可能更改或破壞任何保安系統,或危害或干擾任何網絡設施或服務的正常運作的工具;
- (d) 傳送或上傳任何屬於淫褻、令人反感、具侮辱性、具威嚇性、具侵擾性或恐嚇性質的內容;
- (e) 作轉售用途(明確在客戶訂定之服務條款及細則內准許者除外);
- (f) 傳送未經索要的商業訊息或內容。

客戶不可:

- (a) 披露任何3香港用以核證客戶身份之個人身份代碼;
- (b) 偽造任何傳送者或用戶的資料,或使用任何工具來掩飾通訊致電者、起始人的身份或起始點(無論全部或部分);
- (c) 使用任何程式或任何通訊或數據傳輸,以干擾任何服務或3香港網絡的正常運作;
- (d) 不合法地截斷或干擾以3香港網絡開始或以3香港網絡終結而應以第三者為目標的通訊;
- (e) 使用任何工具更改或破壞任何3香港為其服務、網絡設施及/或內容所安裝的任何保安系統或其他防護裝置。



和記電訊香港控股有限公司
和記實業集團成員

公平使用政策

以下政策闡明3香港就提供固網及流動數據服務實施3香港公平使用政策之準則，確保客戶享有使用3香港本地數據網絡資源的公平機會。

1. 於周期內之任何時候，當於有關周期內之累積本地數據用量達到適用於該客戶之公平使用數據用量上限，3香港有權降低及限制數據傳輸速度(上載及下載)至不低於128 kbps¹。
2. 「周期」是指由數據服務使用日起每30日之周期，而每位客戶之周期均不同。「公平使用數據用量上限」是根據客戶購買之循環儲值咭上之有關包裝或3香港網頁上註明而釐定，而每位客戶之公平使用數據用量上限均不同。
3. 數據傳輸速度限制會於下一個有關周期開始時終止。
4. 當系統記錄於有關周期內客戶之累積本地流動數據用量，達到公平使用數據用量上限之50%，70%及100%後，3香港會於合理時間內以(免費)短訊發出用量提示通知客戶。
5. 當發出100%或以上用量提示後4小時，3香港將根據上述之數據傳輸速度作出限制直至下一周期之開始。

修訂

於循環儲值咭有效期內內，按有關客戶選用服務計劃之公平使用數據用量上限維持不變，而3香港有權隨時修訂服務之其他條款及細則而毋須另行通知，有關修訂將於3香港網站(<http://www.three.com.hk>)公布後開始生效。

當3香港須更改循環儲值咭客戶條款及細則時，會以合理方式給予受影響客戶於更改生效前不少於30天通知。

¹ 基於某些我們無法控制的因素影響，3香港不能保證客戶使用時之實際數據傳輸速度(上載及下載)。該等因素包括並不限於手機裝置的性能或功能問題、傳送技術、網絡情況、網站伺服器速度、容量不足、其他供應商和內容供應商的服務中斷、其他通訊網絡產生故障、天氣影響、受到山、隧道或其他實質障礙物引致的無線電干擾現象。

Fair Usage Policy

This policy sets out the guidelines for implementation of 3 Hong Kong's Fair Usage Policy for the provision of fixed and mobile broadband services by 3 Hong Kong to ensure customers shall have a fair opportunity to access to and enjoy the local data network resources of 3 Hong Kong

1. At any time during a Billing Cycle, once the aggregate local data usage of a customer in the relevant Billing Cycle reaches the relevant Fair Usage Data Threshold applicable to the customer, 3 Hong Kong shall have the right to reduce and restrict the data access speed (upload and download) to not less than 128 kbps¹.
2. "Billing Cycle" refers to the 30 days period beginning from the data usage and it varies from customers to customers. "Fair Usage Data Threshold" varies from customers to customers depending on the Rechargeable SIM card purchased, as specified on the relevant packing or our website.
3. The restriction will cease to apply at the beginning of the next Billing Cycle.
4. 3 Hong Kong will send usage alerts to a customer within a reasonable time after our system recorded that the aggregate local data usage of a customer in the relevant Billing Cycle reaches 50%, 70% and 100% of the Fair Usage Data Threshold. Usage alerts will be sent, including but not limited to, by way of SMS (free of charge).
5. 4 hours after the delivery of the 100% or above usage alert, 3 Hong Kong will restrict the data access speed as mentioned above until the beginning of the next Billing Cycle.

Revisions

During the Rechargeable SIM Card validity period, the Fair Usage Data Threshold will remain unchanged according to the service plan subscribed by the customer, but 3 Hong Kong reserves the rights to revise other terms and conditions of its service at any time without notice, and such revisions shall become effective upon posting on 3 Hong Kong's website (<http://www.three.com.hk>).

If 3 Hong Kong revises any terms or conditions of the Rechargeable SIM Card Customer Terms for 3 Services provided to the customer, we will by reasonable means give not less than 30 days' prior notice to the affected customers before effecting the change.

¹ 3 Hong Kong cannot guarantee the actual data access speed (upload and download) experience by the customers which is subject to the influence of various factors which are outside our control including but not limited to the features or functionality of the mobile devices, transmission technology, network performance, websites servers speed, 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.