



## **3-3G RECHARGEABLE SIM CARD CUSTOMER TERMS FOR 3 SERVICES**

### **1 About these Customer Terms and your agreement**

- 1.1 These Customer Terms for 3 Services (Customer Terms) are the general terms and conditions governing your access of 3 Network and the supply of 3 Services.
- 1.2 These Customer Terms 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).
- 1.3 Your agreement with us is made up of these Customer Terms and other terms contained in the documents we produce, and any application or agreement forms you sign. We may also display other terms of use on your Handset.
- 1.4 When we say:
- (a) 'we', 'us' or 'our', we mean Hutchison Telephone Company Limited trading as 3 Hong Kong;
  - (b) 'you' or 'your', we mean you, our customer; and
  - (c) 'agreement' mean your agreement with us for the supply of 3 Services.
- 1.5 We have also set out in Section 16 some useful definitions of words we use in these Customer Terms.
- 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 Handset, Other Device or USIM.
- 1.8 These Customer Terms does not cover any purchase of products or other services while using 3 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 Licence requirement or direction issued by the Telecommunications Authority, we will notify you of any variation, amendment, modification, deletion or addition of any terms and conditions in accordance with Section 14.
- 2.3 We must give not less than 30 days' prior notice in respect of any variation, amendment, modification, deletion or addition which is not favourable to you.

### **3 What we will provide to you A USIM and Prepaid Account**

- 3.1 We will open a Prepaid Account for you and provide you with a USIM and, except where you have ported-in your previous mobile number to us, a new mobile 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 Handset, Other Device and/or Accessory by unauthorised means and shall not copy or allow any other person to copy any pre-programmed data of any USIM.

### **3 Services**

- 3.4 Once you are Connected, we will provide you with access to 3 Services. 3 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 Details of 3 Services are contained in our Services Guide.
- 3.6 You will also be able to upload and send your own content using 3 Services. You grant us a royalty free, perpetual and world-wide licence to store, transmit or otherwise deal with any content you upload on 3 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.
- 3.7 We may change or withdraw some, or part of, 3 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.

### **Limitations to 3 Services**

- 3.8 We will always try to make 3 Services available to you. However, 3 Services are only available within 3 Network coverage area and limited 3 Services are available while Roaming. Within 3 Network coverage area, there may be places where access to 3 Services is limited or unavailable.

### **Limitations when Roaming**

- 3.9 Roaming may occur when you are outside of 3 Network coverage area in Hong Kong, or at places within 3 Network coverage area and reception is unavailable. When overseas, you may Roam in countries where we have Roaming arrangements in place.

- 3.10 When Roaming, you will not have access to all 3 Services.

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

- 3.11 If you use 3 Services in a country or region other than Hong Kong, your use of 3 Services may be subject to laws, customs and regulations which apply in that country. In this case, it is your responsibility to ensure that use of 3 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 3 Services**

3.12 We cannot guarantee fault-free service. There may be situations where 3 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 3 Network or 3 Services;
- (b) calls and data sessions may not be maintained when you move from 3 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 Handset or Other Device, regulatory requirements, lack of capacity, interruptions to services by 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 3 Network in which case 3 Services relies on Other Provider networks which we have no control.

### **4 Handsets, Other Devices and Accessories Use of Handsets and Other Devices on 3 Network**

4.1 You may only use a USIM with Handsets or Other Devices that have been approved by us for use on 3 Network and shall comply with all relevant legislation or regulations relating to such use.

4.2 If you use a USIM with any device and / or accessory that has not been approved by us for use on 3 Network, you may not be able to utilise all or any of our 3 Services and you shall accept the limitations of such device and / or accessory in accessing any of our 3 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 3 Network and / or in any way affect the use of 3 Services by our other customers.

4.3 You warrant and represent that you are authorized and have the legal right to use the Handset, Other Device and/or Accessory with the USIM. 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 4.3. This Section 4.3 shall survive the termination of this Agreement.

4.4 We may Suspend any or all 3 Services, or refuse to comply with any of our obligations in your agreement if we are aware or reasonably suspect that the Handset or Other Device which you are using in conjunction with the USIM is lost or stolen equipment.

### **Purchases directly from 3**

4.5 If you purchase a Handset, 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.

4.6 You will be responsible for any Handset, 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**

4.7 If you purchase a Handset, Accessory or Other Device from a retailer other than us (a retailer includes one of our authorised 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**

4.8 The performance, quality and workmanship of any Handset or Other Device may be subject to the manufacturer specifications and warranty.

4.9 Unless otherwise stated in the manufacturer warranty terms, the Handset or Other Device warranty is conditional upon:

- (a) the Handset or Other Device being operated, handled and repaired in accordance with any manual or written instructions of the manufacturer or us;
- (b) the Handset or Other Device having been properly stored or maintained by you; and
- (c) the Handset or Other Device not being modified without our prior written consent.

4.10 The Handset or Other Device warranty does not apply to any used or second hand goods and does not cover damage, malfunction or failure resulting from misuse, neglect, abuse, use for a purpose for which the relevant Handset was not designed or is not suited, normal wear and tear.

4.11 If a Handset, 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 3 Services.

#### **5 Your Obligations**

5.1 If your USIM, Handset or Other Device is lost, stolen or damaged, or you have sold or given away your USIM, Handset or Other Device, you will remain responsible for all usage of 3 Services on your Prepaid Account until such time as you ask us to Suspend the USIM or your Agreement is terminated in accordance with these Customer Terms.

5.2 All Charges, including call and usage charges for 3 Services will be based on the applicable rates as determined by us. You are solely responsible to check the applicable rates before using any 3 Services. We will deduct from your Prepaid Account, an amount equal to the Charges incurred, or where applicable the airtime used, by you. If applicable, periodic charges will be deducted in advance from the remaining credit in your Prepaid Account. All airtime credited in your Prepaid Account will have an automatic expiry period. All calculations of usage charges will be determined based on our network record, which is final and binding on both of us.

- 5.3 Credits in your Prepaid Account are non-refundable, non-transferable and not redeemable for cash. You are advised that we will also not refund nor transfer any remaining credit in your Prepaid Account even in the event of loss or damaged USIM.
- 5.4 You will be required to ensure that there is sufficient airtime and/or credit in your Prepaid Account before being able to use 3 Services. Notwithstanding any credit remaining in your Prepaid Account, you will also be required to recharge your Prepaid Account with additional minimum credit before the expiry of the Account De-Activation Period in order to avoid the termination of your Prepaid Account. Upon termination, the remaining credit in your Prepaid Account will also be forfeited.
- 5.5 New credit may not appear in your Prepaid Account immediately after payment or recharge. We recommend that you recharge your Prepaid Account before your existing credit runs out or prior to the expiry of the Account De-Activation Period (as the case may be).
- 5.6 You will not be able to use any 3 Services if you have no or insufficient airtime and/or credit in your Prepaid Account. For certain 3 Services, we may restrict access to prepaid account holders altogether.
- 5.7 We do not provide invoices or statements, but you could receive bills, invoices or statements from other service providers whose services or goods you purchased through 3 Services. You agree to be fully and solely responsible for such purchases and will indemnify us for all losses and damages as well as any third party claims against us arising from your use or purchases of such goods or services.
- 5.8 We reserve the right to introduce a reasonable fee for paying your Prepaid 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.
- 5.9 You must pay all licence fees payable from time to time to the Hong Kong Government and other persons including but without limitation the various tunnel operators and MTR Corporation Limited in connection with your use of 3 Services and (if applicable) any Handset and/or Other Device in the manner specified by us from time to time. All such fees and any applicable administrative charges will be deducted from the remaining credit in your Prepaid Account.
- 5.10 Depending on 3 Services you use or if so required by the regulatory authorities, we may require you to provide us with your personal information and you hereby undertake to provide your correct name, address, age and all such other factual information either before we Connect you or before allowing you to access the applicable 3 Services or Content. In respect of the foregoing, you warrant that:
- (a) all information provided is true and correct in all respect;
  - (b) you have full contractual capacity to agree to all of the additional or supplemental terms and conditions applicable for the access of the applicable 3 Services and/or Content.

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

- 5.11 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 unauthorised access to that information.
- 5.12 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.
- 5.13 We will allow anyone who can quote your PIN or password to access your Prepaid Account details and make any changes to your Prepaid Account or 3 Services.

### **Responsible use of 3 Services**

- 5.14 You may only use 3 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 3 Services, Content, Handsets or Other Devices.
- 5.15 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.
- 5.16 You must not use 3 Services, or allow anyone else to use 3 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 3 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 3 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 Handset 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 3 Services users 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 or any other content which is obscene or offensive in nature.

5.17 You must always co-operate with us and follow our reasonable instructions to ensure the proper use and security of your 3 Services and Prepaid Account.

5.18 You must comply with the laws, regulations and customs of Hong Kong and other applicable jurisdiction in relation to the use of 3 Services.

### **Responsible use of Messaging and Storage Services**

5.19 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 unauthorised 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.

5.20 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 3 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's prior consent;
- (b) you shall be responsible for procuring the consent required under paragraph (a) above and shall provide us with evidence of such consent upon demand by us;
- (c) if you send any unsolicited promotional message contrary to paragraph (a) above 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;
  - (v) where necessary, suspend 3 Services provided to you, in whole or in part, as we may in our discretion think fit.

5.21 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.

5.22 We may put limits on the use of certain 3 Services, such as Messaging Services or Storage Services. For example, we may limit the size of messages or storage space.

5.23 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 3 Services is causing problems to 3 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**

5.24 If you are under 18, you are not permitted to access Age Restricted Services. If you are 18 or over and you access Age Restricted Services, you must not show or send Content from 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 use your Handset or Other Device.

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

6.1 If your USIM is lost, stolen or damaged, you will remain responsible for all Charges for 3 Services incurred on your Prepaid Account. No redemption, refunds or transfers will be made in respect of any remaining credit in the Prepaid Account.

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 damaged. No replacement will be given if USIM is lost or stolen.

### **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 be subject to our obligations under law.

7.2 You agree that:

- (a) we may collect information about the way you use 3 Services, your preferences, your location when using 3 Services, and who you contact and who contacts you while you use 3 Services;
- (b) we may use your information to maintain your Prepaid Account, provide you with 3 Services, enable you to communicate using 3 Network, collect your payments and prevent fraud and improper use;
- (c) we may send you information about 3 Services and our products, including special promotions or offers from Content Providers;
- (d) calls between you and Customer Care may be monitored and recorded by us for training, quality and contractual purposes; and
- (e) we may share your information with other members of our group of companies, to our or their partners, associates, agents, contractors, or to possible successors of our business. These may include entities outside Hong Kong.



7.3 You have the right to request access to information held by us about your Prepaid Account and to update and correct such information. Such request should be made in writing to The Data Protection Officer, Hutchison Telecommunications (Hong Kong) Limited, PO Box 84289, Hung Hom Bay Post Office, Hong Kong. We reserve the right to impose a reasonable charge to cover the costs of complying with such request.

7.4 If you do not wish to receive any promotional communication, information or material, you should advise us in writing to The Data Protection Officer, Hutchison Telecommunications (Hong Kong) Limited, PO Box 84289, Hung Hom Bay Post Office, Hong Kong.

7.5 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.

7.6 Our current Privacy Policy is available on our website at [www.three.com.hk](http://www.three.com.hk).

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

8.1 All rights, including copyright, in 3 Services and Content belong to us or our licensed sources, such as a Content Provider.

8.2 The “3” trade mark and other related images, logos and names on 3 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 Telecommunications Authority or any contrary term of the relevant Licence, 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 3 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 3 Services with the Port-in Number;
- (c) and if such application is unsuccessful for any reason, you may, within 7 days from our notification of such unsuccessful application, elect :
  - (i) to activate 3 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 3 Network, you agree that upon the successful porting of any mobile number from 3 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 (where applicable) and will thereafter be charged the normal standard rates for such continuing services without further notice.

## **10. Suspension of 3 Services**

10.1 We may, at our discretion, Suspend your Prepaid Account or any or all 3 Services without notice if:

- (a) you have not complied with any of the terms of your agreement;
- (b) the remaining credit in your Prepaid Account is insufficient to cover the periodic charges or such other Charges which we may levy;
- (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 your 3 Services by the emergency services or other government authorities;
- (g) we consider it necessary to safeguard the standard of 3 Services or the integrity of 3 Network;
- (h) 3 Network or any relevant equipment fails or requires modification or maintenance;
- (i) in our reasonable opinion, there is or has been unauthorised, unlawful, fraudulent or unreasonable use or usage of 3 Services or the use of 3 Services or any relevant equipment by you is causing or may potentially cause damage or interference to 3 Network and/or such equipment;
- (j) the remaining credit in your Prepaid Account falls below such limit as we may, in our reasonable discretion, determine from time to time; or
- (k) we are entitled to end this agreement.

### **All your Prepaid Accounts and 3 Services will be Suspended**

10.2 If we Suspend your Prepaid Account or 3 Services as permitted under the agreement, all of the 3 Services will be Suspended. However, you will remain liable for all charges and licence fees 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 will end your Agreement if you permanently cease using the USIM or if you do not recharge your Prepaid Account with any additional minimum credit during the entire Account De-Activation Period.

11.2 We may end your Agreement immediately if the following occur:

- (a) you permanently cease using 3 Services;
- (b) you do not recharge your Prepaid Account with any additional minimum credit during the entire Account De-Activation Period;
- (c) you do not comply with your obligations under your Agreement;
- (d) we have Suspended your 3 Services as permitted in the agreement and we believe that your breach is serious or it has not been rectified;
- (e) we reasonably believe that your communications with Customer Care or any of our authorised dealers or sales agents, or your use of 3 Services, are jeopardising our operations, 3 Network or are of a threatening or otherwise unacceptable nature; or
- (f) if we no longer have access to networks of Other Providers that we need to provide 3 Services, or if we are no longer able to provide 3 Services or we cease business.

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

11.3 If we end your agreement for any of the reasons in Section 11.2, your Prepaid Account and all your other accounts and subscriptions for any other services through 3 Services will terminate.

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

12.1 When your agreement ends, we will close your Prepaid Account and Disconnect 3 Services and you will not be able to use 3 Services. Upon Disconnection of 3 Services, any remaining credit in your Prepaid Account will be forfeited.

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

## **13. Liability Limits on our liability**

13.1 All of our obligations to you relating to 3 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 3 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; and
- (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 3 Services, any Handset, Other Device or Accessory.

- (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 3 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;
  - (ii) resulting from or in connection with any failure or delay in the performance of your agreement or 3 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.

### **3 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 3 Services or any Handset or other Device (including without limitation fitness for any purpose, standard of quality or performance of any Handset, other Device and 3 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 Handset or other Device delivered or returned to us for maintenance and repair services.

13.5 In providing you with access to any 3 Services or Content, we are not providing you with any advice of any nature, including, without limitation, investment advice. In respect of any 3 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 3 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 at [www.three.com.hk](http://www.three.com.hk) or if it is directly communicated to you by such means which we consider to be most appropriate for its purpose. Such means will primarily be by phone, text or multimedia messages to the mobile number associated with your Prepaid Account.

#### **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 3 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 3 Services.

15.2 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 made by, for or on behalf of you. We will be entitled to rely on the use of 3 Services through your Prepaid Account as your acceptance of the terms of these Customer Terms, and the continued use of 3 Services after the notification of any variation, amendment, modification, deletion or addition of terms and conditions as your unconditional acceptance of the same. Where applicable we are also entitled to rely on any authorised signatory chop, business chop, personal seal, signature or mark as indication of your signature and we are irrevocably authorised 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 This agreement is governed by the laws of Hong Kong (excluding its conflict of laws principles) and you submit to the non-exclusive jurisdiction of Hong Kong Courts.
- 15.10 This agreement is available in both English and Chinese and both language versions shall have the same effect.

## **16. Definitions**

**3 Network:** the mobile telecommunications network and other systems owned or operated by our affiliated company, Hutchison Telephone Company Limited, by which we make Services available to you.

**3 Services:** the services offered by us including but not limited to Content, Messaging Services, Storage Services, Age Restricted Services and Optional Services that we have agreed to provide to you in accordance with your agreement.

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

**Account De-Activation Period:** such period as determined by us from time to time when your Prepaid Account will be terminated if you do not recharge your Prepaid Account with additional minimum credit at any time during such period.

**Age Restricted Services:** any 3 Services provided from time to time by us or Content Provider as specified in the Services Guide for use only by customers 18 years of age or older.

**Charges:** the charges for access to, and use of, 3 Services. These charges include (without limitation), periodic charges, usage charges, administration fees, fees for Connection and re-Connection, Government licence 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 3 Services from time to time.

**Connect:** the procedure by which we give you access to 3 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 3 Services.

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

**Customer Care:** our service team who are available to help you with your queries. They can be contacted by calling 3166 3333 or by email to [feedback@three.com.hk](mailto:feedback@three.com.hk).

**Disconnection:** the procedure by which we stop your access to 3 Services. “Disconnect”, “Disconnected” and “Disconnecting” have corresponding meanings.

**Handset:** a mobile handset approved for use on 3 Network and which may be used to access 3 Services.

**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.

**Licence:** Licence(s) issued by the Telecommunications Authority for the operation of 3 Network and provision of 3 Services.

**Messaging Services:** any 3 Services specified in the Services Guide enabling you to access, send and receive messages including but not limited to mail, fax, text, data, picture or video messages.

**Optional Services:** any 3 Services that are only available if requested by you and approved by us.

**Other Device:** any equipment (for example a computer or organiser), data card or device that is approved for use on 3 Network and that may be used to access 3 Services, but does not include a Handset.

**Other Provider:** a mobile telecommunications network operator or other network provider, other than us, whose network we use to make 3 Services available to you.

**PIN:** any personal identification number that we give you or you nominate to use as an identifier to access 3 Services or access or makes changes to your Prepaid Account.

**Prepaid Account:** the account maintained by us which contains all records about you, including your personal account information, your USIM details, your mobile number, your use of 3 Services, your remaining credit and airtime and the expiry date of your Account De-Activation Period.

**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 at [www.three.com.hk](http://www.three.com.hk).

**Roaming:** when you are outside of 3 Network coverage area, or coverage is not available, and you access some or all of 3 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 Guide:** our descriptions of current 3 Services. These may be amended by us from time to time and are available on our website, [www.three.com.hk](http://www.three.com.hk).

**Storage Services:** any 3 Services in the Services Guide which offer you storage capacity on 3 Network for storage of Content which you access using 3 Services.

**Suspension:** the procedure by which we temporarily Disconnect your access to 3 Services. “Suspend” has a corresponding meaning.

**USIM:** a card provided by us that when used in conjunction with a Handset or Other Device enables you to access 3 Network and 3 Services.