HSDPA Broadband Access
Rechargeable SIM Card
With our 3 HSDPA Broadband Access Rechargeable SIM Card, you can enjoy mobile wireless access with high speed download transmission. In addition, all charges of the local / roaming data usage will be deducted from the stored value per usage basis. Hence, you can online any where under your budget:

**Data Charges:**
- Local: $2 / MB
  - Daily maximum cap at $28*; monthly maximum cap at $388**
- Roaming: $0.11 / KB
  - * Cut off time is 23:59
  - ** Monthly maximum cap is counted from the day of card activation, if the card is activated on the 29th, 30th or 31st, the bill cut off date would be on the 27th. The monthly cap is counted from the 28th of the current month to 27th of the following month.

**SMS Charges:**
- Intra: $0.8 / SMS
- Inter: $0.8 / SMS
- International: $3.0 / SMS

**Local Airtime Charges:** $0.3/min

**Validity:**
- 180 days upon card activation or recharge

**First Time Activation:**
1. Insert the 3 HSDPA Broadband Access Rechargeable SIM card into the modem / data card
2. Connect the modem / data card with your laptop
3. Restart the laptop, the installation program will auto start. If the auto-run program does not response, go to driver path. Find and double-click the “AutoRun.exe” file.
4. Install the program according to the instruction prompts on the screen
5. After successful installation, a shortcut icon “Mobile Partner” will be shown on the desktop
6. Click “Browser” on the dashboard for Internet Access. Once Internet is accessed, the rechargeable sim card will be automatically activated.
7. You will receive an SMS on the dashboard to confirm card activation.

^ When you connect to the network, please ensure you are within the mobile phone service coverage.

**Modem / Data Card Setting:**
If you are using a modem / data card which is not provided by 3HK, you can set the APN of your modem / data card to ipc.three.com.hk
Account Enquiry:
- Press **# # 107 #** to check credit balance, mobile number and expiry date; or
- You can also check your balance via www.three.com.hk; or
- Simply call 1753175 to check the mobile number, expiry date, remaining value, etc.

Recharge:
You can recharge your card by recharge voucher, credit card, PPS or Internet. Expiry date will be extended to another 180 days from the day of recharge upon every recharge of $100 or above.

1. Recharge Voucher
   Purchase 3HK recharge voucher from any 3Shop or dealer:
   - Please follow the steps for recharge by SMS top-up, it is applicable to both local & overseas recharge:
     i. Connect on-line via “Mobile Partner” on the laptop
     ii. Click “TEXT”, then write 16-digit password printed on the recharge voucher
     iii. Send the password to “503105”
     iv. You will receive a message with the new stored value and expiry date upon every successful recharge
   - Use mobile phone and press **# # 105 #** (16-digit password printed on the recharge voucher) via your mobile phone. Applicable to both local & overseas recharge; or
   - Simply call 1753175 and follow the instructions to enter 16-digit password printed on the recharge voucher to recharge. Applicable to local recharge.

3. ATM
   Recharge by “Jet Payment” / “Bill Payment Service” at the JETCO / HSBC / Hang Seng Bank ATM Terminals*.

4. PPS
   Dial the PPS hotline 18031 or via www.ppshk.com, and enter “06” for the Merchant Code of Hutchison Telecom*.

4. Internet
   Through www.three.com.hk, you can recharge your card by your credit card. Online recharge will be effective after 2 working days. You will be requested to input your 6-digit account password which can be checked by sending a blank SMS to 503175.

Change System Language:
The language pre-setting of rechargeable SIM account is in Chinese/Cantonese.
You can change the language of the notification message sent by the rechargeable SIM account and the language of the voice instruction in 1753 175 by the following methods:

Chinese/Cantonese:
Press: **# # 107 # 1 #**

English:
Press: **# # 107 # 2 #**

Chinese/Putonghua:
Press: **# # 107 # 3 #**

Network Connection Procedure After Card Activation:
1. Insert 3 HSDPA Broadband Access Rechargeable SIM Card into the modem / data card.
2. Connect the modem / data card with the laptop and switch on the laptop.
3. Double-click the shortcut of “Mobile Partner” on the desktop, the dashboard will be shown.
4. Click “Browser” for Internet Access

SMS Service:
You can modify your Contact List, create / view / send SMS via your laptop directly.
- Click “Contact” on the dashboard to manage your contact list
- Click “TEXT” on the dashboard to check the messages in SMS inbox
- Click “TEXT” then “Write” to create a new SMS

Data Roaming Services:
Other Voice & Value-added Services:

1. Call Forward Bundle and Call Wait
   - Call Forward (For use locally or overseas)
     - Unconditional
       - Activate: Press **21* (Phone Number) #
       - Deactivate: Press ##21#
     - Busy
       - Activate: Press **67* (Phone Number) #
       - Deactivate: Press ##67#
     - No Answer
       - Activate: Press **61* (Phone Number) #
       - Deactivate: Press ##61#
     - Unreachable
       - Activate: Press **62* (Phone Number) #
       - Deactivate: Press ##62#

2. Caller Number Display (Free)
   Enjoy free Caller Number Display service in Hong Kong and various countries/regions in APEC, Europe and North America to identify the caller from Hong Kong. For applicable countries/regions, please refer to www.three.com.hk.

3. IDD Service
   HSDPA Broadband Access Rechargeable SIM Card subscribers can enjoy global IDD001 & IDD1968 Voice Services. For coverage & tariff details, please refer to 3 IDD001 & IDD1968 Tariff Table in www.three.com.hk.
   - Dialing Method:
     - Press 001 / + or 1168 (country code) (area code) (phone no.)
   - This SIM Card cannot receive international operator-assisted calls (i.e. collect calls).
   - Details of IDD tariff are available at 3Shop or www.three.com.hk

4. Roaming Service
   HSDPA Broadband Access Rechargeable SIM Card subscribers enjoy roaming voice and SMS services.
   - Roaming Voice Call Service
     - To make calls overseas
       - To call Hong Kong
         - Press **125* (8-digit HK phone No.) #
       - To make a local outgoing call
         - Press **125*001 (local country code) (area code) (phone no.) #
       - To make an International outgoing call
         - Press **125*001 (country code) (area code) (phone no.) #
     - After dialing, screen will display **[Await ring back]**, the system will notify you by a call and when the phone rings, press (Airtime charge begins and will still be charged even if there is no answer from the other party or the line is busy). You will hear a voice prompt and will then be connected to the other party's line.
     - For making voice calls in selective overseas networks such as China Mobile, M1 Singapore, 3 Austria, 3UK, Spice Telecom (India), 3 Italy, 3 Sweden, 3 Denmark, 3 Ireland and HTMCL-Macau, you can simply dial directly with + and call back dialing method is not required. Please visit www.three.com.hk for a list of such networks.
Coverage Tariff
Roaming Voice Call Service is available in over 120 countries and regions.

<table>
<thead>
<tr>
<th>Countries &amp; Regions</th>
<th>Incoming Call</th>
<th>Outgoing Call to HK</th>
<th>Local Outgoing Call</th>
<th>Outgoing Call to rest of the world</th>
</tr>
</thead>
<tbody>
<tr>
<td>China (Shenzhen &amp; Shekou)</td>
<td>$7.8</td>
<td>$5.8</td>
<td>$8</td>
<td>$19</td>
</tr>
<tr>
<td>China (Guangdong except Shenzhen &amp; Shekou)</td>
<td>$8.8</td>
<td>$7.8</td>
<td>$8</td>
<td>$19</td>
</tr>
<tr>
<td>China (Rest of China)</td>
<td>$15.8</td>
<td>$7.8</td>
<td>$8</td>
<td>$19</td>
</tr>
<tr>
<td>Macau</td>
<td>$7.8</td>
<td>$5.8</td>
<td>$8.8</td>
<td>$19</td>
</tr>
<tr>
<td>Band 1</td>
<td>$9</td>
<td>$9</td>
<td>$6</td>
<td>$19</td>
</tr>
<tr>
<td>Band 2</td>
<td>$13</td>
<td>$13</td>
<td>$9</td>
<td>$19</td>
</tr>
<tr>
<td>Band 3</td>
<td>$23</td>
<td>$23</td>
<td>$19</td>
<td>$25</td>
</tr>
</tbody>
</table>

Notes:
1. Band 1: Australia, Indonesia, Malaysia, Philippines, Singapore, Taiwan, Thailand.
2. Band 2: Belgium, Czech, Denmark, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Monaco, Norway, Portugal, Spain, Sweden, Switzerland and UK.
4. All charges are in Hong Kong dollars on a per minute basis.
5. No local airtime will be deducted for roaming voice calls.

2. SMS Roaming Service
Global SMS roaming services are available in most of the country/region.

Charges:
- Sending: $3 surcharge per message regardless of countries and regions.
- Receiving: Free of charge for all countries and regions except Sri Lanka & Madagascar.


3. International Caller Number Display
You can identify a caller just as you do in Hong Kong.

International Caller Number Display service is available in (only applicable to those overseas networks supporting this service); China, Japan, Macau, Malaysia, Mauritius, Philippines, Singapore, Taiwan, South Korea, UAE, Pakistan, Thailand, Vietnam, Austria, Belgium, Denmark, Finland, France, Germany, Italy, Netherlands, Norway, Poland, Portugal, Spain, Sweden, Switzerland, UK, Canada and USA.

For details of the supporting overseas networks, please visit www.three.com.hk.

4. International Call Forward
All incoming voice calls can be diverted to international fixed or mobile number*, enabling you to manage your calls flexibly.

Service Charge:

<table>
<thead>
<tr>
<th>Call Forward Type</th>
<th>Activation Method</th>
<th>Service Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unconditional Call Forward</td>
<td><strong>21</strong></td>
<td>IDD 001 charges (HK to the forwarded number)</td>
</tr>
<tr>
<td>No Answer Call Forward (out of coverage)</td>
<td><strong>62</strong>+ (Country Code)</td>
<td>Roaming incoming call charges + Roaming outgoing call charges (from roaming country to the forwarded number)</td>
</tr>
<tr>
<td>No Answer Call Forward (turn off the phone)</td>
<td><strong>62</strong># (Area Code)</td>
<td>Roaming incoming call charges + Roaming outgoing call charges (from roaming country to the forwarded number)</td>
</tr>
<tr>
<td>Busy Call Forward</td>
<td><strong>67</strong># (Country Code)</td>
<td>IDD 001 charges (HK to the forwarded number)</td>
</tr>
<tr>
<td>Unreachable Call Forward</td>
<td><strong>62</strong>+</td>
<td>Roaming incoming call charges + Roaming outgoing call charges (from roaming country to the forwarded number)</td>
</tr>
</tbody>
</table>

* The service is accessible for all IDD001 destinations except Cambodia, Diego Garcia, India, Niue Island, Pakistan, Sri Lanka, Wallis & Futuna.

^ To make call while roaming, please deactivate call forward service first.
Overseas Roaming Network Setting:

- To test coverage, press # 107 # (free). If you receive the credit balance message, it means you are within a coverage area.

The full list of roaming coverage areas will be updated periodically without prior notice, please ask for leaflets at 3Shop or visit www.three.com.hk.

Service Charges:

- Local Calls: Charge per minute, less than one minute will be counted as one minute.
- IDD Calls: IDD 001 call charge is on a 6-second basis, whereas IDD 1968 call charge is on a 1-min basis. Local airtime charge is waived.

Roaming Service: The roaming charge begins to apply once you pick up the ring back call from the system. If there is no answer from the other party or the line is busy, the relevant charges will still be deducted from the remaining value of the SIM Card. Please refer to www.three.com.hk for roaming charges.

Call Forward Bundle: Calls forwarded to a local telephone number will be charged at local voice airtime rate. For calls forwarded to a designated overseas telephone number, please refer to www.three.com.hk for charging details.

Short Messaging Services: Charge per message sent.

Government Mobile License & Administrative Fee: $2.5 per 30 days (waived during the promotion period).

Lost or Replacement of Your SIM Card:

- No replacement will be given if SIM Card is lost.
- Should your SIM Card mal-function, please bring the card to any of our 3ServiceCentre. A handling fee for card replacement will be charged.

3 HSDPA Broadband Access 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.

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 Telecommunication Limited trading as 3 Hong Kong;
   (b) “you” or “your”, we mean you, our customer; and
   (c) “agreement”, we mean your agreement with us for the supply of 3 Services.

1.5 We have also set out in Section 1.6 to some useful definitions of words we use in these Customer Terms.

1.6 Your agreement with us commences when we Connect you. Your agreement is personal to you. Unless we give you written consent, you remain responsible for complying with your agreement and you must pass on any of your rights or responsibilities to anyone else, even if you give them your Handset, Other Device or USIM.

1.7 Your agreement is personal to you. Unless we give you written consent, you remain responsible for complying with your agreement and you must pass on 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 do 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 you 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 provided 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 unlawful 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) Any 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 worldwide 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 charge or withdraw some, or part of, 3 Services from time to time. This may be because of changing technology, 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 3 Network coverage area in Hong Kong, or at places within 3 Network coverage area and reception is unavailable. When you roam, 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

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/or 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) when 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 the 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 SIM 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 SIM with a handset 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 Services and you shall accept the limitations of such device and/or accessory in accessing any of our 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 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 SIM. You further undertake to indemnify us in full against all direct and indirect losses, damages, claims, demands, proceeding, costs and expenses whatever 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 your 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 SIM is lost or stolen equipment.

Purchases directly from us

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 of all goods purchased and we shall not be deemed to have sold or delivered them to you until we 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 for us 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 or 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 and maintained by you; and
   (c) the Handset or Other Device not being modified without our prior written consent which includes but not limited 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 to you in writing. All such fees and any applicable administrative charges will be deducted from the remaining credit in your Prepaid Account.

5. Your Obligations

5.1 If your SIM, Handset or Other Device is lost, stolen or damaged, or you have sold or given away your 3 SIM, 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 3 SIM, Handset or Other Device 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 our Services. We will deduct from your Prepaid Account, an amount equal to the Charges incurred, or where applicable the amount set by you if applicable, periodic charges will be deducted in advance from the remaining credit in your Prepaid Account. All pre-paid credits will be deducted every week. If you do not have any remaining credit in your Prepaid Account, you will be charged for the amount of the remaining credit in your Prepaid Account in addition to the non-cancelable credit in your Prepaid Account.

5.3 You warrant and represent that you are authorized and have the legal right to use the Handset, Other Device and/or Accessory with the SIM. You further undertake to indemnify us in full against all direct and indirect losses, damages, claims, demands, proceeding, costs and expenses whatever arising from your breach of this Section 4.3. This Section 4.3 shall survive the termination of this Agreement.

5.4 We may suspend any or all 3 Services, or refuse to comply with any of your 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 SIM is lost or stolen equipment.

Purchases directly from us

5.5 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 of all goods purchased and we shall not be deemed to have sold or delivered them to you until we have paid for them in full.

5.6 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 for us the full price of those goods.

Purchases from other retailers

5.7 If you purchase a handset, Accessory or Other Device from a retailer other than us or 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

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

5.9 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 and maintained by you; and
   (c) the Handset or Other Device not being modified without our prior written consent which includes but not limited 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 to you in writing. All such fees and any applicable administrative charges will be deducted from the remaining credit in your Prepaid Account.

5.10 Depending on the 3 Services you use or if required by the regulatory authorities, we may require you to provide us with your personal information and you hereby undertake to provide us with 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, in respect of the prepaying, 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 conditions and 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, passwords and PIN safe and secure and we may charge you for any additional cost. You acknowledge that your 3 SIM is used to store your personal details such as your address book and any personal information. If your 3 SIM is lost or stolen, it is possible that another person may obtain unauthorised access to your personal details.

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 you 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 Messaging and Storage 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 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.

   (a) for fraudulent, criminal or other illegal activities;
   (b) in any way which breaches another person’s rights, including copyright or other intellectual property rights;
   (c) to copy, store, modify, distribute, redistribute or reproduce 3 Services or Content (for example, visuals), 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香港政府 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 to you in writing. All such fees and any applicable administrative charges will be deducted from the remaining credit in your Prepaid Account.

   (f) to falsify or delete any author attributions, legal or other information on the relevant short message(s) including
   (i) evidence of such consent upon demand by us;
   (ii) under paragraph (a) above and shall provide us with evidence of such consent upon demand by us;
   (iii) 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 pay any complaint received by us and we shall provide you with a written response within 3 days of the relevant request.

   (b) you may not disseminate, forward or distribute any Content to any person (including companies, sole proprietors, 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 processing 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 pay any complaint received by us and we shall provide you with a written response within 3 days of the relevant request.

   (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 pay any complaint received by us and we shall provide you with a written response within 3 days of the relevant request.

   (d) 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 pay any complaint received by us and we shall provide you with a written response within 3 days of the relevant request.

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 network operator information on the relevant short message(s) including
   (b) the sender’s name from the sender of the relevant short message(s) in accordance with the KOMS 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 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.

6. Responsible use of Age Restricted Services

6.24 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 anyone under 18. You must also ensure that you have no knowledge of anyone under 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 Services Incurred on your Prepaid Account. For redemptions, 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 the 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 our 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 whether 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 your products, including special promotions or offers from Content Providers;

(d) calls between the Pre-Paid 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 have it updated and correct such information. Such request should be made in writing to The Data Protection Officer, Hutchison Telephone Company Limited, P.O. Box 999, Tsuen Wan Post Office, Hong Kong, or in respect of any remaining credit in the Prepaid Account.

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 Telephone Company Limited, P.O. Box 999, Tsuen Wan Post Office, Hong Kong.

7.5 You acknowledge that where 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.3.com.hk.

8. Our Intellectual Property Rights

8.1 All rights, including copyright, in 3 Services and Content belong to us or our licensed succession, 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 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) we shall notify a portable 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(9) 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 mobile number from 3 Network, we will not accept any application for the porting of mobile number from 3 Network, you are instructed to re-apply for the porting of mobile number from 3 Network within 7 days; if you have not done so, we will cancel the application.

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; or

(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 maintenance; or

(i) in our reasonable opinion, there is or has been unlawful, fraudulent, unauthorised or unreasonable use or usage of 3 Services or the use of 3 Services or any relevant equipment by you or 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:

(a) 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 authorized dealers or sales agents, or your use of 3 Services, are jeopardising the operations, 3 Network or are of a threatening or otherwise unacceptable nature or

(f) if we cease to have agreements with 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 De-Activation 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 we may have prior to such termination.

13. 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, all other terms, conditions and warranties relating to 3 Services are excluded.

13.2 We have no liability to you for anything that we or anyone who works for us does or does not do; and

13.3 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 damage, claims or costs of any kind including but not limited to any loss of income, business or profits or loss or completion 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 Accessories.

13.4 We, our employees, agents or sub-contractors shall not be liable to you on any third party, whether in contract, tort or otherwise for any loss or damage incurred by you or any third party.

13.5 Resulting from or in connection with any failure, delay, interruption, omission or miscall in 3 Services or the performance of your agreement, whether or not such failure, delay, interruption, omission or miscall is caused by our acts or omissions or negligence or those of our employees, agents or sub-contractors.

13.6 Resulting from or in connection with any failure or delay in providing or continuing your agreement or 3 Services due to factors outside our reasonable control including, without limitation, acts of God, spread of epidemic, lighting, 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 returning 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 inaccuracy, deficiency, error, omission, misstatement, misjudgment, error or failure of transmission, communication or storage of any message or data, the devaluing, mining or destruction of any message,
(b) no condition, warranty, responsibility and liability in relation to the provision of the Services by 3 Network or any Handset or other Device (including without limitation fitness for any purpose, standard of quality or performance of any Handset, other Device or 3 Network) shall be deemed to be given to you by us.
(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, our reproduction 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 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 download, send or upload data of an excessive size, quantity or frequency or in any manner which adversely affects or may adversely affect 3 Hong Kong’s network or service performance or which unreasonably hampers or may hamper other subscribers’ use of the Services;
(d) to distribute any local content that may compromise or breach any security features or harm or interfere with the normal operations of any network facility or service;
(e) to send or upload any content which is obscene, offensive, abusive, menacing, harassing or threatening in any way;
(f) for resale purposes unless specifically permitted under the terms and conditions of Service with the subscriber;
(g) to send unsolicited commercial messages or contents;
(h) 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 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, fax or multimedia message 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, we 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 of addition of terms and conditions as your unconditional acceptance of the same. Where applicable we are also entitled to rely on any authorised signature, 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.
15.6 You may assign or transfer your 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 If no failure or delay on our part exercise any right, power or remedy under this agreement and in any manner which adversely affects or may adversely affect 3 Hong Kong’s network or service performance or which unreasonably hampers or may hamper other subscribers’ use of the Services.
15.8 No failure or delay on our part in exercising any right, power or remedy under this agreement for 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.
15.9 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.
15.10 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.
15.11 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 Telecommunications Company Limited, by which we make 3 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:
your 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.
Changes:
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 3 Services from time to time.
Connect:
the procedure by which we give you access to 3 Services, “Connection”, “Connected”, “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.
Customer:
any person, other than us, who supplies Content.
Customer Care:
your service team who are available to help you with your queries. They can be contacted by calling 3162 3333 or by email to 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.
License:
License(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 organisation), 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.
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 any time 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.
Roaming:
where you are outside of 3 Network-coversage 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.
Storage Services:
any 3 Services which other service carrier 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.