

Terms & Conditions T&C-T370
Contract Term For “Network Priority Booster” Service



1) Term:

1.1 The Customer shall use “Network Priority Booster Service Plan” for the period specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) (“Term”). The Term shall start from the effective date of the service plan.

1.2

Service	Service Fee	Term
Network Priority Booster	HK\$58 / month	No fixed term contract
Network Priority Booster (12-month fixed term contract plan)	HK\$58 / month (Monthly fee rebate for the 1 st – 3 rd month)	12 months

1.3 Unless the Customer notify the Company to cancel the Service upon expiry of the Term, the Service will continue to be provided to the Customer after the expiry of the Term and Service Fee will be charged on monthly basis at prevailing rate of comparable plan.

2) Service Plan:

- 2.1 “Network Priority Booster Service Plan” is only available to Customer who has subscribed to a designated 5G Service Plan (“Designated Service Plan”).
- 2.2 During the Term of Network Priority Booster Service Plan, more network resources will be allocated, and network usage will be prioritized to the local data entitlement of Specified Service Plan and extra top-up local data.
- 2.3 Network Priority Booster Service Plan is only applicable to the local data entitlement and extra top-up local data of Designated Service Plan, but not applicable to any “FUP Unlimited Data”. When the monthly local data and extra top-up local data of Designated Service Plan has been fully consumed, Network Priority Booster Service will be suspended until the next bill month, or will be resumed after the Customer purchases any top-up local data.
- 2.4 Designated Service Plan will be updated and amended from time to time. Please ask the Company’s store assistants or visit the Company website for details.
- 2.5 Customer experience may be affected by various factors, including but not limited to the functionality of device, environmental reason, network situation, the speed of web server, internet situation, network coverage and any others factors.
- 2.6 (If applicable) User of each add-on SIM under designated 5G Service Plan subscribed by the Customer is eligible to subscribe Network Priority Booster Service Plan on individual basis.
- 2.7 Network Priority Booster Service Plan is restricted to personal use only, and cannot be used via mobile phone internet sharing function on (including but not limited to WiFi Hotspot / tethering).
- 2.8 The Customer must use Network Priority Booster Service Plan with settings [including but not limited to the APN setting (only applicable to data services)] and devices specified by the Company. Customer can check with the Company’s front-line staffs for the latest information on settings and devices. If the Customer does not follow this specification in the use of the Service, the Company has the right to forthwith suspend / terminate the Service and charge Customer for the fees relating to such use of the Service by the Customer at Company’s prevailing rate without notice.
- 2.9 The Service Plan is charged on a monthly basis. Even if the Customer has used the Service for less than a month, the applicable monthly service fee shall still be payable in full. All paid fees are non-refundable under whatever circumstances.

3) Credit Rebate:

- 3.1 Credit Rebate to the Customer will be credited to the Customer during the Term according to the credit arrangement specified in the Sales and Services Agreement (or Supplemental Agreement to the Sales and Services Agreement).
- 3.2 The Credit Rebate will be credited to the monthly bill of the Customer’s Account.
- 3.3 If the Customer has prior credit arrangement before entering into the Sales and Purchase Agreement of the Network Priority Booster Service Plan (“Previous Credit Arrangement”) under which there are sums or charges prepaid by the Customer or the Company to be credited by the Company, the crediting of the first instalment to the Account by the Company under the Sales and Services Agreement shall be postponed to the date falling 30 days after the date of cessation of: (a) the Previous



Credit Arrangement; or (b) if there is more than one Previous Credit Arrangements, the Previous Credit Arrangement with the latest expiry date. The date of cessation of the Previous Credit Arrangement will be deemed to be the date on which the last amount to be credited to the Account under the Previous Credit Arrangement is actually credited to the Account.

3.4 The Customer cannot set-off any other sum payable to the Company with any Credit Rebate payable by the Company to the Account.

3.5 The Credit Rebate cannot be exchanged for cash under whatever circumstances.

3.6 The Customer shall not be entitled to the Credit Rebate or any balance thereof upon the occurrence of any of the following events before the expiry of the Term:

- a) if the Customer changes to a non-specified service plan in the Sales & Services Agreement; or
- b) if the Customer cancels or changes any of the Selected Services resulting in the aggregate monthly fee (after deduction of any rebate) of the Selected Services to be below the amount specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) (if applicable); or
- c) if the Customer enjoys special phone offer; or
- d) if the Customer changes the mobile telephone number/ the registered name for the mobile telephone number; or
- e) if the mobile telephone service is terminated/disconnected for whatever reason.

4) Liquidated Damages:

4.1 The Customer shall pay the Company liquidated damages (which is equivalent to the sum of the monthly fee of applicable Service Plan multiplied by the remaining months of the Term) upon the occurrence of any of the following events before the expiry of the Term:

- a) if the Customer switches to any other service plan with monthly fee equal to or below the Service Plan amount specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement); or
- b) if the Customer cancels any of the Selected Services or switches to any other services resulting in the aggregate monthly fee (after deduction of any rebate) of the Selected Services to be below the amount specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) (if applicable); or
- c) if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
- d) if the Customer cancels or changes Network Priority Booster service; or
- e) if the mobile telephone service is terminated/disconnected for whatever reason; or
- f) if at the request of the Customer or for whatever reason caused by the Customer, the mobile telephone services cannot be activated within 90 days from the date of the Sales and Services Agreement.

5) The Company reserves the right to revise the terms and conditions of the Service from time to time. If any dispute arises, the Company's decision shall be final.