

Terms & Conditions T&C-T345
Contract Term For “Gamergizer” Service



1) Term:

1.1 The Customer shall use the Gamergizer service 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
Gamergizer	HK\$38 / month	No fixed term contract
Gamergizer (12-month contract plan)	HK\$38 / month (Rebate monthly fee for the 1 st – 3 rd month)	12 months

1.3 Before contract expires, the Company’s retention team will contact the Customer for the latest re-contract offer. Should the Customer decline the offer, and upon expiry of existing contract, the Customer will automatically be switched to a then prevailing comparable plan on no fixed term contract basis that is specified from time to time.

2) Service Plan:

2.1 The Gamergizer service is only available to Customer who has subscribed to a designated 5G Service Plan (“Specified Service Plan”).

2.2 During the service period of Gamergizer service, 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 The Gamergizer service is only available to the local data entitlement of Specified Service Plan and extra top-up local data, but not suitable to “FUP Unlimited Data Plan”. When the monthly local data allowance of Specified Service Plan has been fully consumed, this Gamergizer service will also be suspended until next bill month and will only be resumed once the Customer purchases data top-up options.

2.4 The available designated 5G 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) Upon the add-on SIM subscription of the designated 5G Service Plan, all mobile numbers under the Plan can subscribe Gamergizer service individually.

2.7 The Data Services of the Gamergizer service is restricted to personal use only and not applicable for sharing internet function via mobile phone (including but not limited to WiFi Hotspot / tethering).

2.8 The Customer must use the Data Services 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 Data Services, the Company has the right to forthwith suspend / terminate the Data Services without notice. Also the Company has the right to charge the Customer use of the Data Services at the Company’s prevailing rate.

2.9 This Service Plan is charged on a monthly basis. The monthly charges for the first month will be charged on a pro-rata basis from the service effective date to the first bill date. The monthly charges are payable in advance and non-refundable under whatever circumstances.

3) Rebate:

3.1 Credit Amount to be rebated 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 Amount will be credited to the monthly bill of the Customer’s Account. The first Credit Amount will be credited to the 1st monthly bill after the service effective date.

3.3 If, on the date of this Sales and Services Agreement, the Account is already subject to an arrangement (each a "Previous Credit Arrangement") under which any sums or charges prepaid by the Customer or the Company are to be credited by the



Company to the Account, the crediting of the first instalment to the Account by the Company under this 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 Credit Amount paid by the Company will only be applied by the Company to meet the Customer's payment obligations to the Company in respect of the Account. However, the Customer cannot set-off any other sum payable to the Company against any part of the Credit Amount payable by the Company to the Account.
- 3.5 The Credit Amount cannot be exchanged for cash.
- 3.6 The Company shall not be under any obligation to pay any interest to the Customer on the Credit Amount.
- 3.7 The Customer shall not be entitled to the Credit Amount 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 changes to a 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 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 changes the mobile telephone number / the registered name for the mobile telephone number; or
 - d) if the Customer cancels or changes Gamergizer 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.