

Restart Program Terms and Conditions

The Terms set out below apply to the Restart Program (“**Program**”), an optional service provided by us, Reconnects Services (Hong Kong) Limited (see our company particulars below), in connection with your csl / 1010 Mobile Service Application (with the same reference number as set out in the Application Form).

Subscription fee

In order to benefit from the Program, you are required to pay a monthly subscription fee of:

- HK\$48 for any handset or tablet with a Suggested Retail Price at the time of purchase from csl / 1010 (the “**Original SRP**”) of less than HK\$11,000; or
- HK\$68 for any handset or tablet with an Original SRP at the time of purchase from csl / 1010 of HK\$11,000 or above.

If your subscription is subject to a commitment period, the subscription fee for any month in which you are partly subscribed will be prorated to the days for which you are actually subscribed.

Device switch and switch fee

The Program allows you to switch your Registered Device (see the definition below) for a replacement device up to two (2) times during any rolling 12-month period.

For each switch you will be required to pay a switch fee of 28% of the Original SRP of the Registered Device. If you have any queries about the switch fee that would be due for your Registered Device, please contact us (see *How to get in touch* below).

The Program does not allow you to switch SIM cards or any accessories of the Registered Device.

Your “**Registered Device**” is the handset or tablet which you have purchased from csl / 1010 and in respect of which you have subscribed for the Program, except:

- If you have previously effected a switch under the Program, the replacement device provided to you will be the “Registered Device”.
- If you have received a new device as a result of the application of a warranty provided by the manufacturer of the device or csl / 1010 or arranged by us, the new device will be the “Registered Device”, provided you have complied with your obligations under *Changing your Registered Device* below.
- If we have agreed to transfer your subscription to a different device, that device will be the “Registered Device”.

How to effect a switch

In order to effect a switch, you will be required to:

- (a) Make a switch request through our hotline or website (see *How to get in touch* below);
- (b) Pay the switch fee (see *Device switch and switch fee* above) by credit card – we currently accept Visa or Mastercard;

- (c) Remove the SIM card and any accessories you wish to keep from your Registered Device;
- (d) Transfer any data that you wish to keep;
- (e) Turn off any “find my iPhone” or similar features and, if the condition of the Registered Device allows it, switch off or uninstall any apps, locks or other features that may prevent us from resetting the Registered Device - please call us if you have any questions about this (see *How to get in touch* below); and
- (f) Personally hand in your Registered Device to the courier providing you with the replacement device - you cannot appoint any person to do this on your behalf unless we agree.

You can make a switch request for any reason and will not be required to prove that your Registered Device has been broken or damaged. However, you will be required to provide information needed for us to process the switch (such as details of your Registered Device and the preferred replacement device).

The device you hand to the courier and any accessories you have not removed will become our property and you must ensure that there are no third parties who have any rights to own or possess the device and accessories (if any). If we request it, you are required to sign a document and/or give a notice that allows us to obtain the benefit of any warranty applicable to the device.

We will use reasonable efforts to remove all of your data from the device provided to us.

If you do not hand in your Registered Device or fail to comply with the obligations stated in (e) above, we may charge an additional switch charge of up to 72% of the Original SRP. We may take a hold on your credit card at the time of the switch for the purposes of such additional charge. However, only the switch fee stated under *Device switch and switch fee* above will be charged if you have complied with your obligations.

Replacement device

The replacement device we provide will be a brand new phone, but without the original packaging and without any accessories.

When you effect a switch, we will offer you a replacement device of a similar price range and generation as your Registered Device. In particular, we will endeavour to offer you a replacement device of the same model and colour as your Registered Device and a selection of similar devices – however, we may not be able to do so in all cases.

We will arrange a 12-month warranty for the replacement device on terms separately provided to you at the time of the switch.

Delivery of the replacement device

We will use reasonable endeavours to deliver the replacement device to your selected location in Hong Kong within the following timeframes:

	Delivery to Hong Kong address (other than outlying areas as defined below)	Delivery to outlying areas (as defined below)
Delivery request made between 8am and 5pm on a working day (excluding Sundays and public holidays)	Within 6 hours	On next working day
Delivery request made between 5pm and 8am on a working day, or on a Sunday or public holiday	On next working day	Within 2 working days

Hong Kong addresses include: Hong Kong Island, Kowloon, New Territories (including the following parts of Lantau Island: Tung Chung, Sunny Bay, Chek Lap Kok, Disneyland, Hong Kong airport and Asia World Expo) except the outlying areas set out below.

Outlying areas include: Ma Wan, Lamma Island, Cheung Chau and Lantau Island (except the parts of Lantau Island set out under *Hong Kong addresses* above).

Longer delivery times may apply in the case of severe weather conditions or other events outside our control.

We will deliver the replacement device to a residential or office address in Hong Kong, but will not make deliveries to MTR stations, restricted areas or public places.

Changing your Registered Device

Defects or failure of the Registered Device may be covered under a warranty provided by the manufacturer of the device or csl / IOIO or arranged by us (a “**Device Warranty**”), and it is your responsibility to check whether you could benefit from such warranty and to request any replacement or repair on the basis of such warranty. Whether or not any Device Warranty applies, once you request a switch under the Program, the switch fee stated above will become payable.

If you change your Registered Device under a Device Warranty, you must tell us about such change and provide us with the IMEI number of the replacement device and any proof that we reasonably request.

If you change your Registered Device in other circumstances (except under the Program), you must let us know and we may at our discretion agree to transfer the subscription to the Program to the new device.

Auto-renewal and your right to cancel the subscription

Any cancellation of your subscription to the Program must be made in your local csl / 1O1O store or by calling the relevant hotline (2512 3123 for csl or 2888 1010 for 1O1O). If you cancel your mobile plan with csl / 1O1O, we will be entitled to terminate your subscription to the Program immediately without notice and irrespective of any commitment period without being obliged to refund to you any subscription or other fees. However, we will have the right to charge you the subscription fee for any remaining part of the commitment period as an early termination charge.

If you have subscribed to the Program with a 24-month commitment period, you will be required to pay the subscription fee for the whole commitment period but will be able to cancel the subscription at any time before the end of the period. This means that if you cancel before the end of the 24-month commitment period, you will have to pay the subscription fee for any remaining months of that period as an early termination charge.

If you have subscribed to the Program on a monthly basis without any commitment period, you can cancel the subscription at any time during your subscription month with effect from the end of that subscription month.

If you do not cancel your subscription before the end of your commitment / subscription period (whether 24 months or 1 month), we will automatically renew it for further periods of 1 month until you cancel it. The subscription fee set out above will be payable by you for any such renewal periods. If you subsequently cancel the subscription, cancellation will take effect at the end of the subscription month during which you give notice of cancellation.

Irrespective of the type of your subscription, you can cancel it where we make certain changes to the fees (see *Changes to the Program* below).

Our right to suspend or cancel the subscription

We may suspend your rights under the Program, and you will not be permitted to effect a switch, if csl / 1O1O suspends any aspect of your csl / 1O1O service on your mobile number registered under the Program in relation to your Registered Device. In particular, we will apply such a suspension if you have not paid any charges owed to csl / 1O1O. Your rights under the Program will be reinstated once all of the csl / 1O1O service in respect of your Registered Device has been reinstated and the mobile number registered under the Program remains in active service with no overdue payment (or earlier, at our discretion). You will still be required to pay the subscription fee for any period during which your rights are suspended.

We may cancel your subscription at the end of the 24-month commitment period if you have subscribed for that period, or on not less than 1 month's notice to you for all other subscriptions.

If we are of the view that you may have acted fraudulently with regard to the Program or if your mobile plan with csl / 1O1O is terminated by csl / 1O1O for whatever reason, we will be entitled to terminate your subscription to the Program immediately without notice and irrespective of any commitment period without being obliged to refund to you any subscription or other fees. However, we will have the right to charge you the subscription fee for any remaining part of the commitment period as an early termination charge.

Your personal data

We will collect and use your personal data in accordance with the Personal Data (Privacy) Ordinance, Reconnects' Privacy Statement and the Personal Information Collection Statement contained in the Application Form (the statements are available here: www.reconnects.com/restart).

Changes to the Program

We will be entitled to make changes to the Program terms that apply to your Registered Device at any time and if we do, we will notify you of the fact that we are making the changes and the website on which the new terms are available.

However, if we increase any fees applicable to your Registered Device or change any other features of the Program which have a substantial and adverse impact on the Program, we will give you notice of such change at least 30 days in advance and you will have the right to cancel your subscription to the Program (without being required to pay any early termination charges) by notifying us no more than 15 days prior to the change coming into effect if you are not happy with the increased fees or such other change.

How to get in touch

Online: www.reconnects.com/restart

Hotline: (852) 3008 8382

Hours of operation (subject to change): 8:00 – 20:00 (HKT), Monday to Sunday, excluding public holidays.

Program provider and applicable law

The Program is provided by Reconnects Services (Hong Kong) Limited, a company incorporated in Hong Kong with registered number 2807325 whose registered address is at Room 1092, 19/F, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong.

The Program and these Terms are subject to Hong Kong law and the exclusive jurisdiction of the Hong Kong courts.

Language

In case of discrepancies between the English and Chinese versions of these Terms, the English version shall apply and prevail.

重啟計劃

下列條款適用於我們（亦即 Reconnects Services (Hong Kong) Limited）（公司詳情如下所列）就著您的 cs1 / 1O1O 流動通訊服務申請（參考編號與申請表所列的相同）提供的一項選擇性服務——重啟計劃（「計劃」）。

訂閱費用

為了享用計劃，您須支付以下訂閱月費：

- 對於向 cs1 / 1O1O 購買時建議零售價為 HK\$11,000 以下（「建議零售原價」）的任何手機 / 平板電腦，須付 HK\$48；或
- 對於向 cs1 / 1O1O 購買時建議零售原價為 HK\$11,000 或以上的任何手機 / 平板電腦，須付 HK\$68。

如果您的訂閱設有承諾期限限制，則部分訂閱的任何月份的訂閱費用將按照實際訂閱日數的比例計算。

裝置替換及換機費

在計劃中，您可在連續 12 個月內從註冊裝置（定義如下）轉為替換裝置最多兩 (2) 次。

每次換機，您須支付註冊裝置建議零售原價的 28% 作為換機費。若然就著註冊裝置應繳的換機費有任何疑問，請聯絡我們（參見下文的*如何聯絡我們*）。

計劃不容許您轉換註冊裝置的 SIM 卡或任何配件。

您的「註冊裝置」是指您向 cs1 / 1O1O 購買的而您已就其訂閱計劃的手機或平板電腦，除非：

- 如您先前已曾根據計劃換機，則向您提供的替換裝置將為「註冊裝置」。
- 如果您已因申請裝置生產商或 cs1 / 1O1O 所提供或我們安排的保養而收到新裝置，則新裝置將為「註冊裝置」，惟前提是您已遵守下文*更換註冊裝置*下的義務。
- 若然我們已同意將您的訂閱服務轉至另一裝置，則該裝置將為「註冊裝置」。

如何換機

如欲換機，您須：

- (a) 透過我們的熱線或網站提出換機要求（參見下文的*如何聯絡我們*）；
- (b) 使用信用卡支付換機費（參見上文的*裝置替換及換機費*）—— 我們目前接受 Visa 或萬事達卡；
- (c) 從您的註冊裝置移除 SIM 卡及您想保存的任何配件；
- (d) 轉移您想保存的任何資料；

- (e) 關掉「尋找我的iPhone」或類似功能。若然註冊裝置的狀況容許，請關掉或卸載任何阻礙我們重設註冊裝置的應用程式、鎖定或其他功能。如果對此有任何疑問，請致電我們（參見下文的*如何聯絡我們*）；且
- (f) 親自向遞送員交予註冊裝置，其將向您提供替換裝置；除非我們同意，否則您不能委託任何人士代您作此舉。

您可基於任何原因提出換機要求，而無須證明註冊裝置破爛或損壞。然而，您將須提供所需資料以供我們安排換機（例如註冊裝置的詳情以及喜歡的替換裝置）。

您交予遞送員的裝置以及您尚未移除的任何配件將成為我們的財產，您必須確保並無第三方有權擁有或佔有裝置及配件（如有）。如果我們有所要求，您須簽署文件和 / 或給予通知，以讓我們從適用於裝置的任何保養受益。

我們將採取合理的努力，將您的全部資料從所獲的裝置移除。

如您並無提交註冊裝置或未能遵守以上 (e) 所述的義務，我們可能額外收取以建議零售原價 72% 為上限的換機費。我們可能在您換機時預授權您的信用卡，以作此額外收費。但如您已遵守義務，就只須支付裝置替換及換機費下所述的換機費。

替換裝置

我們提供的替換裝置將是全新手機，而並無原始包裝或任何配件。

您一經換機，我們將提供價格及世代與您的註冊裝置相若的替換裝置。我們將尤其致力提供型號及顏色與您的註冊裝置相同的替換裝置以及一系列類似裝置，但並非所有情況下均能作此安排。

我們將就替換裝置安排 12 個月的保養，有關條款將在換機時向您單獨提供。

替換裝置交付

我們將使用合理的努力，在以下時間內將替換裝置送至您選定的香港地點：

	送至香港地址（定義如下之離島或偏遠地區除外）	送至離島或偏遠地區（定義如下）
工作日（不包括星期日及公眾假期）上午 8 時至下午 5 時期間的送貨要求	6 小時內	下一工作日
工作日下午 5 時至上午 8 時期間或星期日或公眾假期的送貨要求	下一工作日	2 個工作日內

香港地址包括：港島、九龍、新界（包括以下大嶼山地區：東涌、欣澳、赤鱸角、迪士尼、香港機場及亞洲國際博覽館），下列離島或偏遠地區除外。

離島或偏遠地區包括：馬灣、南丫島、長洲及大嶼山（上述香港地址所列之大嶼山地區除外）。

如遇惡劣天氣或超出我們控制範圍的其他事件，送貨時間可能更長。

我們將把替換裝置送至香港住址或辦公地址，但不會送至地鐵站、禁區或公眾場所。

更換註冊裝置

註冊裝置的缺陷或故障可能屬於裝置生產商或 csl / 1010 所提供或我們安排的保養範圍（「裝置保養」）。您有責任了解能否享用保養，並基於該等保養要求任何替換或維修。一經根據計劃要求換機，將須付上述換機費，而不論任何裝置保養是否適用。

如果基於裝置保養而更換註冊裝置，必須告知我們有關換機安排，並向我們提供替換裝置的機身號碼以及我們合理要求的任何證明。

如您在其他情況下更換註冊裝置（根據計劃更換除外），必須告知我們，我們可能酌情決定同意將計劃的訂閱服務轉至新裝置。

自動續期以及您取消訂閱的權利

如欲取消訂閱服務，必須前往您當地的 csl / 1010 門市提出，或撥打相關熱線（csl 熱線 2512 3123 或 1010 熱線 2888 1010）。如若取消您的 csl / 1010 流動通訊服務計劃，無論是否在任何承諾期，我們有權立即終止您的訂閱計劃，而不另行通知，我們將不會向您退還任何訂閱費用或其他費用。但是，作為提前終止費，我們有權向您收取承諾期剩餘部分的訂閱費用。

如您以 24 個月的承諾期訂閱計劃，須支付整段承諾期的訂閱費，但將可在承諾期結束前隨時取消訂閱。換言之，如在 24 個月的承諾期結束前取消，將須支付該承諾期任何餘下月份的訂閱費用作為提前終止費。

如您按月訂閱計劃而並無任何承諾期，可在訂閱月份期間隨時取消訂閱，該訂閱月份屆滿起隨即生效。

若在承諾期 / 訂閱期（不論 24 個月還是 1 個月）結束前並無取消訂閱，我們將自動進一步逐月續期，直至您取消為止。您將須就著任何該等續期支付上列訂閱費。如果隨後取消訂閱，將在您通知取消的訂閱月份結束時取消。

不論您的訂閱服務類型，您均可在我們更改費用時（參見下文的計劃變更）取消訂閱。

我們暫停或取消訂閱服務的權利

我們可暫停您根據計劃享有的權利；若然 csl / 1010 就著註冊裝置暫停計劃下所註冊手機號碼任何方面的 csl / 1010 服務，您將不可換機。尤其如您尚未支付向 csl / 1010 所欠的任何費用，我們將暫停服務。您的註冊裝置的所有 csl / 1010 服務一經恢復且根據計劃註冊的手機號碼在並無逾期付款的情況下保持有效（或我們酌情決定的更早時間），您將可重新享有計劃下的權利。您仍須就著權利暫停的任何時段支付訂閱費用。

如您已訂閱 24 個月承諾期的服務，我們可在承諾期結束後取消您的訂閱；至於所有其他訂閱，則須向您發出不少於 1 個月的通知。

如果我們認為您可能就著計劃作出欺詐行為，或您的 csl / 1010 流動通訊服務計劃無論任何原因遭 csl / 1010 終止，無論是否在任何承諾期，我們將有權立即終止訂閱計劃，而不另行通知，我們將不會向您退還任何訂閱費用或其他費用。但是，作為提前終止費，我們有權向您收取承諾期剩餘部分的訂閱費用。

您的個人資料

我們將按照《個人資料（私隱）條例》、Reconnects 的《私隱聲明》以及申請表中載有的《個人資料收集聲明》（聲明載於 www.reconnects.com/restart），收集和使用您的個人資料。

計劃變更

我們將有權隨時更改適用於您的註冊裝置的計劃條款；如果更改條款，我們將通知您條款有所變更，並提供列載新條款的網站。

然而，若然我們增加適用於您的註冊裝置的任何費用，或更改計劃的任何其他特點而對計劃構成重大不利影響，我們將提早至少 30 天通知您有關變更。如您不滿意費用增加或該等其他變更，將有權在變更生效前【至少】15 天通知我們，以取消對計劃的訂閱（而無須支付任何提前終止費）。

如何聯絡我們

網上：www.reconnects.com/restart

熱線：(852) 3008 8382

辦公時間（可能有變）：星期一至日 08:00 – 20:00（香港時間），公眾假期除外。

計劃供應商及適用法律

計劃供應商是香港註冊成立的 Reconnects Services (Hong Kong) Limited，公司註冊編號為 2807325，註冊地址則為香港銅鑼灣希慎道 33 號利園一期 19 樓 1092 室。

計劃及此等條款受限於香港法律，以及香港法院的專有司法管轄權。

語言

一旦此等條款的英文及中文版本有所差異，須以英文版本為準。