

Terms and Conditions for Fortress haha SIM

Fortress haha SIM ("haha SIM"), which includes the SIM card and the mobile services it provides through haha TRAVEL Mobile App ("haha TRAVEL App") are provided by Fortress ("Fortress" or "we"), whereby Hutchison Telephone Company Limited is the underlying provider of the mobile services. These Terms and Conditions ("Terms") apply to all customers ("the customer" or "you"). Please read these Terms carefully before you access or use this Mobile App.

1. Agreement

1.1 By selecting the service of haha SIM, you are agreeing to bound by these Terms and [Privacy Policy for Fortress haha SIM](#) and any other terms and conditions displayed on haha TRAVEL App.

1.2 Customer's usage of haha SIM is further subject to Hutchison Telephone Company Limited's [Prepaid SIM Card Services Terms and Conditions](#).

1.3 In the event of any inconsistency between the English and Chinese versions of the above terms and conditions, the English version shall prevail.

2. haha SIM Products and Services

2.1 Once haha SIM card is distributed or sold, the SIM card and the stored value it contains cannot be refunded or exchanged for cash. It cannot be replaced, transferred or resold.

2.2 The mobile phone number of haha SIM is assigned randomly and Customer cannot request to return the number or change to another number. You will not be able to keep the allocated mobile number once this SIM Card has expired or terminated due to whatever reasons. The remaining amount and package (if any) in your haha SIM account also cannot be refunded or transferred.

2.3 The SIM must be activated on or before the last activation date as stipulated in haha TRAVEL App or on the SIM card, or it will be invalid to use afterwards (please refer to the product packing for details of the Real-Name Registration requirements to activate the service). Upon activation, the expiry date of the SIM Card is 365 days starting from the date of activation. Any usage (such as topping-up the stored value of haha SIM and purchasing local data package or travel data package) is eligible to extend the validity of haha SIM by a further 365 days' period automatically.

2.4 All service charges of haha SIM card, including but not limited to roaming data packages, local packages, local voice and and SMS and other services, are deducted from the stored value of haha SIM card. To increase the stored value, you may log in haha TRAVEL App to recharge for the SIM card.

2.5 If haha SIM card is lost, all unused value in your haha SIM will not be refunded.

2.6 Calculation of call airtime is based on the network report of haha SIM. In case of dispute, the statement of haha SIM is conclusive and binding. All calculations are subject to such prevailing rates or tariff of haha SIM published by Fortress from time to time.

2.7 Fortress is entitled at their full discretion to temporarily suspend any or all of the Services without notice to the Customer for the purpose of preventing any improper or abnormal use of haha SIM's network or resources, fraudulent or deceptive acts.

2.8 Fortress reserves its absolute right to change the terms and conditions relating to the use of haha SIM including but not limited to the airtime or SMS tariffs or rates at any time without prior notice to or consent from the Customer.

2.9 The above information and rates are subject to change without prior notice.

3. Travel Data Package

3.1 Travel data package must be subscribed via haha TRAVEL App. All subscribed travel data package will be available for use within 90 days upon purchased date (i.e. effective activation period). If the service of the package cannot be activated during the abovementioned effective activation period, it will be invalid and you are not entitled to request any form of compensation.

3.2 For travel data packages, the data calculation is based on Hong Kong time (GMT+8).

3.3 Travel data package works on smartphones, tablets, iPads (except WiFi-only model) and WiFi egg. The actual service performance and data transmission speed may vary due to many factors, including but not limited to network traffic, model of the handset/device, setting (including device hardware and software), upload/download content and other external factors.

3.4 Travel data package supports the data tethering function, but not peer-to-peer applications (P2P), FTP file sharing and webcam applications.

3.5 haha SIM provides roaming data services in designated networks of operators (please refer to haha TRAVEL App for details). The number and coverage of networks are subject to change and update without any prior written notice.

3.6 The availability of haha SIM services while roaming abroad depends on the network of overseas roaming partner, the transmission of the customers' device and the actual location of the Customers. Customer's use of haha SIM services outside of Hong Kong may be subject to the laws and regulations of the country in which they visit. Customer must

comply with these laws and regulations. Fortress shall not be responsible nor liable if the Customer fails to comply with relevant laws and regulations.

3.7 The cellular device might automatically capture the roaming signals of network operators used by overseas roaming partners outside the “haha SIM” coverage and incur extra roaming charges under extreme circumstances. haha SIM accepts no liability on such circumstances. In case of dispute, the records of haha SIM and overseas roaming partner shall prevail.

3.8 Roaming data services are subject to Fair Usage Policy (FUP) if applicable. When roaming data usage consumed reaches specific fair usage, the customers still can enjoy the roaming data services. However, data access speed (uploading and downloading) will be reduced and restricted to not less than 128kbps. Specific fair usage will be mentioned when the Customers purchase travel data package. Upon excessive usage of roaming data, local data & local voice, these services will be automatically terminated, you are required to re-purchase.

3.9 The availability and coverage of the network vary depending on Customer’s location. The quality of the services depends in whole or in part on your mobile phone and mobile device, the network and other factors. The services might be adversely affected if too many people try to use the network at the same time; by physical features (such as buildings etc); and by atmospheric conditions or other causes of interference.

3.10 The use of eligible handset model(s) or device(s) are required for using 4G network service. Actual network service will be subject to and affected by the network coverage, system compatibility and other factors

4. Local Packages and Other Usage

4.1 Local packages can be subscribed via haha TRAVEL App. The validity period of package can be view via login of haha TRAVEL App.

4.2 In those Hong Kong areas where the 4G networks are not available, haha SIM will provide the service under 3G networks. Actual network service will be subject to and affected by the network operator, network usage, designated handset model(s), settings (hardware and software), upload/download content size and other factors.

4.3 Local data package supports the data tethering function. P2P applications (such as BitTorrent) will not be supported.

4.4 When the cumulated local voice used up during the validity period, thereafter local voice will be charged on a pay-as-you- go basis.

4.5 Calculation of call airtime is based on the network report of haha SIM. In case of dispute, the Fortress's record is conclusive and binding. All calculations are subject to such prevailing rates or tariff of haha SIM published by Fortress from time to time.

4.6 The data calculation is based on Hong Kong time (GMT+8), and the 24 data pass will be valid for 24 hours after package subscription.

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