

**TERMS AND CONDITIONS OF WARRANTY OF THE SMART LIVING SERVICES**

All Packages include the planning for the installation of the necessary equipment for the Services at the

1. The Services shall be provided by us, Hong Kong Telecommunications (HKT) Limited ("**HKT**"), to the Customer upon the term and conditions of
  - (i) this Application (including these Terms and Conditions of the Services);
  - (ii) any special conditions and other terms and conditions which may be referred to in this Application and any other documents agreed or entered into by the Customer in connection with the Services; and
  - (iii) the Terms and Conditions of Smart Living Service (available at [www.smartliving.hkt.com](http://www.smartliving.hkt.com)) (collectively, "**Contract**"). In case of inconsistency, the inconsistency will be resolved in the descending order of preference set out in this Clause.
2. The Customer confirms and warrants that he is the registered owner of the Installation Address, or is one of the registered owners of the Installation Address and is duly authorised by the other registered owner(s) of the Installation Address, or is appointed by the registered owner(s) of the Installation Address, or is an authorised resident, tenant or occupant of the Installation Address. The Customer further confirms and warrants that he has obtained or will obtain full, valid and subsisting authority and consent from each of the (other) registered owners, residents, tenants and occupiers of the Installation Address (collectively, "**Occupiers**", and each an "**Occupier**"), and all other necessary consents (including but not limited to those of the Incorporated Ownership Committee of the building where the Installation Address is situated ("**Building**"), the Building Management Office of the Building and other relevant parties relating to the Building), to allow HKT and its employees, representatives, agents and subcontractors to enter the Installation Address to complete the Services under this Application, as well as for the replacement or maintenance works to be made during or after the Warranty Period (as defined below). If so required by HKT, the Customer shall provide supporting evidence of such consents and permits to HKT for verification purpose.
3. The charges payable under this Application covers the Services, including any Add-On Items and the installation of the necessary equipment in accordance with the Home Automation Plans and the Home Network Plans (collectively, "**Plans**").
4. The Customer shall use his best endeavours to liaise and fully cooperate with HKT and its authorised representatives with an aim of finalising the Plans as soon as practicable after the signing of this Application, including but not limited to providing HKT the brands, the model number and the description of all the proprietary devices at the Installation Address which may be attached to the Home Automation system and equipment, as such devices shall be subject to testing by HKT to ensure compatibility of the same with the Home Automation system and equipment before the installation works of the Home Automation Services.
5. To ensure smooth and safe operations of the Services upon the completion of the same at the Installation Address, the Customer shall not and shall procure that the Occupiers shall not attach any proprietary devices to the Home Automation or Home Network system and equipment (e.g. routers, switch, access point, controller and cable) unless prior consent of HKT shall have been obtained.
6. If the Customer wishes to make any changes to the Plans or to adjust the scope of the Services under this Application, additional service fees and such other applicable fees and/or charges (if any) at the prevailing rate shall be payable, and the Customer and HKT shall enter into new agreement(s) or further agreement(s) to this Application, revising and/or supplementing the terms of this Application accordingly.
7. The Customer or the Occupiers will need to make separate application(s) and payment of the applicable charges to the relevant service provider(s) of the PCCW Group (being PCCW Limited and its subsidiaries) if the provision of broadband services of the PCCW Group (e.g. NETVIGATOR Broadband and Now TV services) is required, and the relevant service provider(s) of the PCCW Group shall provide the necessary broadband service(s) upon its/their relevant terms and conditions.
8. The installation works of the Services under this Application shall commence as soon as practicable after the Customer's signing of this Application and paying the charges therefor in accordance with the terms of the Contract. HKT shall endeavour to complete the Services as soon as practicable but under normal circumstances and depending upon obtaining all necessary authorisations and approvals and HKT having no access or other issue as

- to the installation works, the Services may take up to several months to complete from the date when HKT starts its installation works at the Installation Address, unless HKT advises the Customer otherwise.
9. HKT reserves its rights to replace any of the equipment so provided by HKT as part of the Services with another brand or model at its sole discretion if the Customer is unable to finalise the Plans with HKT within two (2) months from the signing of this Application by the Customer (or any other longer period as HKT shall determine), and HKT shall have the right to adjust the charges upwards in accordance with the increased costs and/or expenses in providing the replacement brands and/or models and/or the then inflation rate.
  10. Sometimes, HKT may not be able to do what it has agreed because of an event beyond its reasonable control (for example because of fire, water, typhoon and/or other natural disaster) ("**force majeure events**"). In these cases, HKT regrets to advise that it does not accept responsibility for the delay or otherwise not providing the Customer with the Services in accordance with this Application. The Customer or HKT can end the Contract immediately if such event lasts for a continuous period of 30 days or more.
  11. As part of the Services, certain installation, minor renovation, electrical and/or other works (collectively, the "**Work**") may have to be carried out at the Installation Address, which may include but not limited to drilling holes, conduit works and surface wiring at the Installation Address. The Customer requests and authorises HKT and its employees, representatives, agents and subcontractors to carry the Work at the Installation Address. The Work could be carried out by HKT and its employees, representatives, agents and subcontractors on one or more visits to the Installation Address, as so determined by HKT, but it does not include any subsequent maintenance or follow-up services, unless otherwise agreed by HKT and the Customer, and paid for by the Customer. In particular, HKT, its Affiliates and any of their respective employees, representatives, agents and subcontractors shall not in any way be responsible for or liable to any un-installation or removal of any Work installed at the Installation Address upon termination of the Contract for whatever reason or otherwise under the Contract, unless otherwise agreed by HKT and the Customer. If so requested by HKT, the Customer shall have to agree to the proposed arrangements for the Work (such as the location and appearance of any surface wiring and holes) at the Installation Address before such Work is carried out by HKT.
  12. All payments made by the Customer are not refundable, unless otherwise provided in the Contract. In the event that the Services under this Application cannot be completed due to, at the sole opinion of HKT whose decision shall be final and binding on the Customer, the lack of all or any of the necessary governmental third party's authorisations and approvals, any force majeure events and/or other events outside the control of HKT, then HKT shall refund such relevant portion of the charges to the Customer and the Customer agrees that he shall not, and agrees to procure that the Occupiers shall not, make any claim or demand against HKT or any of its Affiliates in such an event. HKT shall not refund any portion of the charges to the Customer in any other situations. For the avoidance of doubt, there will be no refund in the event the Customer assigns or agrees to assign or transfer the Installation Address (or any part thereof) to any party before the Services are completed.
  13. HKT shall ensure the proper functions of the Services (including the replacement of selected faulty equipment and up to three (3) onsite maintenance visits for Home Network Service or three (3) onsite maintenance visits (if the total charge (excluding any discount) payable under this Application is HK\$40,000 or less); or six (6) onsite maintenance visits (if the total charge (excluding any discount) payable under this Application is between HK\$40,001 and HK\$100,000); or ten (10) onsite maintenance visits for Home Automation Service, except security solution which will be quoted case by case) for a period of one (1) year from the date of completion of the Services ("**Warranty Period**") at the Installation Address ("**Warranty**"), unless the Customer subscribes to a customized warranty service, subject to the following provisions:
    - (i) Equipment covered under the Warranty may include routers, switch, access point and controller provided by HKT for the purpose of the Home Network Service, but shall not include any cable (whether the existing cable provided by the Customer or cables provided by HKT) ("**Equipment**");
    - (ii) Two (2) onsite maintenance visits (for every HK\$8,000 spending under this Application) for motorized motor and track are covered under the Warranty for a period of three (3) years from the date of completion of the Home Automation Service for Motorized Shades Solution;
    - (iii) Provided the Services and the Equipment have been used in a fit and proper manner, and the Services and the Equipment have not been damaged by any misuse, negligence, abnormal power supply, fire, water, typhoon

and/or other natural disaster, and have not been subject to any unauthorised alteration, modification or repair;

(iv) The Warranty of the Services (including the Equipment) during the Warranty Period does not include any electrical work external to the Equipment, nor the provision of consumables and software programmes;

(v) Unless otherwise advised by HKT, HKT shall only be liable to replacing any faulty Equipment being provided by HKT within the Warranty Period. HKT, its Affiliates and any of their respective employees, representatives, agents and subcontractors shall not in any way be responsible for or liable to, directly or indirectly, any losses or damages which the Customer, any Occupier, the Incorporated Ownership Committee of the Building, the Building Management Office of the Building and other relevant parties relating to the Building may incur or suffer as a result of the use of any of the Equipment or the Services, unless the same was caused by the gross negligence or willful default of HKT, its Affiliates and any of their respective employees, representatives, agents and subcontractors;

(vi) If the Services include any of the Equipment covered by third party company warranty, it is the responsibility of the Customer to send any faulty Equipment to the related third party company for repair. HKT, its Affiliates and any of their respective employees, representatives, agents and subcontractors shall not in any way be responsible for or liable to any delay or loss or otherwise in connection with any repairs by the Equipment manufacturer. HKT shall not provide on-loan unit to the Customer during repair period.

(vii) The Customer shall and shall procure that the Occupiers, the Incorporated Ownership Committee of the Building, the Building Management Office of the Building and other relevant parties relating to the Building shall fully cooperate with HKT and its employees, representatives, agents and subcontractors to enable prompt replacement of the relevant Equipment or prompt maintenance of the Equipment or the Services be made; and

(viii) HKT reserves the right to withhold any maintenance services for the Services (including the Equipment) until full payment of any maintenance charges payable is received.

14. Onsite Service Fee (as set out in this Application) is chargeable for any onsite services provided beyond the scope of the Warranty.
15. Upon the expiry of the Warranty Period, the Customer or an Occupier may be able to obtain extended warranty on the Services from HKT at extra fees, but any such extended warranty shall not include the costs of replacing any Equipment.
16. For the purpose of this Application, the date of completion of each of the Home Automation Services and the Home Network Services shall be deemed to be the date on which HKT completes the installation of the Home Automation Services and the Home Network Services (whichever is the later). The Customer (or its authorised representative) will be required to promptly sign and return an acknowledgement or confirmation as requested by HKT or its authorised representative, acknowledging the completion of the Services within 14 days after HKT's completion of the installation of the Services. The Warranty shall commence from the date of completion of the Services.
17. Certain free premium(s) or gift(s) the Customer may be entitled to under the Application are provided by third party provider. The Customer agrees that HKT and its Affiliates are not responsible for or liable to:
  - (i) the act, negligence or omission from such third party provider;
  - (ii) the Customer's use of the premium, gift and/or such other products or services provided by such third party provider; and
  - (iii) any transactions or dispute between the Customer and such third party provider.
18. The Customer agrees to fully indemnify and hold HKT, its Affiliates and any of their respective employees, representatives, agents and subcontractors harmless from and against any and all claims, suits, actions, proceedings, demands, liability, losses, damages, costs, expenses and charges of HKT, its Affiliates and any of their respective employees, representatives, agents and/or subcontractors, including without limitation legal and accounting fees, that HKT, its Affiliates and/or any of their respective employees, representatives, agents and subcontractors may suffer or incur as a result of, or relating to:
  - (i) a breach by the Customer of his obligations under the Contract;
  - (ii) the Customer's and/or the Occupiers' use of the Services or the Equipment; and/or
  - (iii) any wilful, unlawful or negligent act or omission of the Customer.
19. To the extent permitted by law, HKT, its Affiliates and any of their respective employees, representatives, agents and subcontractors shall not be subject to any liability or responsibility whatsoever and HKT, its Affiliates and any of their respective employees, representatives, agents and subcontractors will not accept any liability whatsoever for

any direct, indirect, incidental or consequential cost, claim, damage, corruption of data, loss (including but not limited to loss of profits, revenue, goodwill, bargain, opportunity, or anticipated savings or earnings or any other loss) in connection with the Customer's and/or the Occupiers', any persons' access to, reliance on, or use of, or inability to use the Services or the Equipment, whether based on warranty, contract, tort, negligence, breach of statutory duty or any other legal theory, and whether or not HKT, its Affiliates and/or any of their respective employees, representatives, agents and subcontractors is/are aware of or has been advised of the possibility of such damage or loss beforehand.

20. To the extent permitted by law, the aggregate liability arising under or in connection with the Contract of HKT, its Affiliates and any of their respective employees, representatives, agents and subcontractors shall not in any event exceed the charges and any additional amount (if any) payable under this Application (and any subsequent amendments and/or supplemental).
21. HKT does not guarantee, represent or warrant that your use of the Services will be uninterrupted or error-free, and the Customer agrees that from time to time HKT may remove the Services for indefinite periods of time, cancel the Services at any time, or otherwise limit or disable your access to the Services without notice to the Customer.
22. In the event when processing this Application that HKT finds that this Application contains any missing or incorrectly entered information or charges then HKT's staff will contact the Customer as soon as practicable to rectify such discrepancy and HKT will resume processing this Application when such discrepancy has been rectified. Understandably the details of the terms of this Application may be required to be updated, revised and/or supplemented as the installation works for the Services progress, and HKT and the Customer agree to negotiate in good faith with an aim to agreeing to the changes necessary therefor.
23. The Customer may assign his rights, interests, benefits, obligations or liabilities under this Application to any person or entity with the prior written consent of HKT and HKT shall not unreasonably withhold such consent. HKT may at any time assign, novate, subcontract, transfer or otherwise dispose of any or all of its rights, interests, duties and/or obligations under this Application to any Affiliates or third parties or appoint an Affiliate or a third party to perform any or all of HKT's duties and/or obligations, or exercise any or all of HKT's rights and/or interests, under this Application.
24. This Application constitutes a binding agreement between HKT and the Customer once the same is signed by the Customer and approved by HKT.
25. If any provisions of this Application shall be construed to be illegal or invalid, it or they shall not affect the legality, validity and enforceability of the other provisions of this Application. The illegal or invalid provision shall be deleted from this Application and no longer incorporated as a term of this Application but all other provisions of this Application shall continue.
26. In cases of any disputes in connection with this Application or any aspects of the Services (including but not limited to the date of completion of the Services and the Warranty), HKT's decision shall be final, binding and conclusive.
27. References to the one gender shall include all genders, and references to the singular shall include the plural and vice versa.
28. The terms and conditions herein contained shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and the Customer agrees to submit to the exclusive jurisdiction of the courts of Hong Kong.