

Terms & Conditions of the HKT Smart Assistance

1. The HKT Smart Assistance service (“**Service**”) you, as the registered Customer under this Application, have agreed to purchase under this Application, is provided by us, Hong Kong Telecommunications (HKT) Limited (“**HKT**” or “**we**”, and the terms “**us**” and “**our**” shall be construed accordingly). By entering into this Application, you are deemed to agree to all the provisions in relation to the Service, including all the provisions of this Application and such other terms and conditions we may advise you or agree with you from time to time (collectively, “**Contract**” / “**HKT Smart Assistance Contract**”). The provisions of the Contract govern your purchase and our provision of the Service.
2. Before our process and approval of this Application, we may request you to provide satisfactory proof to verify the saleable area of the Premises and such other relevant information and documents.
3. The Service shall cover any number of Appliances (as defined below) contained in the Premises, which were either purchased from us or our other designated PCCW Group entities or from certain other renowned retail stores in Hong Kong as we may from time to time designate at our sole discretion (“**Authorised Dealer**”).
4. **Definitions**

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| <p>“Appliance”:</p> | <p>Shall mean Air-Conditioner, Clothes Dryer, Refrigerator, Television and Washing Machine, each of which</p> <ul style="list-style-type: none"> – is with at least 1 year original manufacturer’s warranty in Hong Kong; – is with the Original Purchase Price higher than HK\$2,000 and less than HK\$36,000 for each item; – is being / will be used for personal and domestic purpose and is being installed / used indoor at the Premises; and – either: <ul style="list-style-type: none"> ▪ was imported to Hong Kong by the respective Appliance brand’s Hong Kong Authorised Dealer and purchased by the Customer, which must be less than five (5) years old from the date of purchase of the respective Appliance and at the time when a service request is made to HKT by the Customer; or ▪ came with the Premises as first hand property “gift” provided by land developers, with Proof of Purchase of the Appliance, showing that the Appliance is less than five (5) years old from the date of occupation permit of the building to which the Premises form part. <p>“Air-Conditioner” shall mean the non-movable home electrical appliance with “Air-Conditioner” clearly shown on its product description / instruction manual / item description on the Proof of Purchase. Heater is not defined as Air-Conditioner.</p> <p>“Clothes Dryer” shall mean the home electrical appliance with “Clothes Dryer” clearly shown on its product description / instruction manual / item description on the Proof of Purchase.</p> <p>“Refrigerator” shall mean the home electrical appliance with “Refrigerator” clearly shown on its product description / instruction manual / item description on the Proof of Purchase.</p> <p>“Television” shall mean television with internal TV tuner / digital TV receiver. Any device which lacks a TV tuner is not defined as Television.</p> <p>“Washing Machine” shall mean the home electrical appliance with “Washing Machine” clearly shown on its product description / instruction manual / item description on the Proof of Purchase.</p> <p>We have the sole discretion to decide whether an appliance falls within the definition of Appliance set out above and hence whether the same is covered under the Service.</p> |
| <p>“Authorised Dealer”:</p> | <p>Shall mean the reseller who has entered into a contract with the original manufacturer to sell their Appliances, and/or retailer selling Appliances with the original manufacturer’s standard warranty in Hong Kong, where applicable.</p> |
| <p>“Authorised Repairer”:</p> | <p>Shall mean Hong Kong electrical appliance repairer appointed and/or nominated by FWD on a case-by-case basis.</p> |
| <p>“Breakdown”:</p> | <p>Shall mean any sudden and unforeseen failure of an Appliance arising from any permanent mechanical, electrical or electronic defect due to internal cause.</p> |
| <p>“HKT Smart Assistance Contract Holder” / “Customer” (“you” and “your” shall be construed accordingly):</p> | <p>Shall mean the customer named in this Application, and shall include his / her parents, siblings, spouse, children, relatives and cohabitants who normally and permanently reside with him / her in the Premises with the Proof of Purchase of the Appliance(s).</p> |
| <p>“HKT Smart Assistance Contract Period” / “Commitment Period”:</p> | <p>HKT Smart Assistance Contract is subject to a minimum of 12 months’ Commitment Period. After the initial 12-month Commitment Period, the Service and the Contract will be automatically renewed on an annual basis with a new 12-month Commitment Period for each year through the payment of the monthly service fee, unless the Customer gives us a written notice of the termination not less than 30 days prior to the expiry of the relevant Commitment Period.</p> <p>Notwithstanding any provisions herein, either HKT or the Customer may, by giving to the other not less than 30 days’ notice, terminate the Service or the Contract.</p> <p>If the Service or the Contract is terminated before the expiry of any Commitment Period for whatever reason, you will be liable to pay an early termination charge equivalent to the Monthly Service Fee times the remaining month(s) of the relevant Commitment Period after termination of the Service, whereby less than one month shall be regarded as one full month for calculation purpose.</p> |

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| “HKT Smart Assistance Inspection Service Period”: | For each Contract, such period shall commence on the expiry of the Waiting Period for Inspection Service and shall end on the date of termination of the Service or the Contract. |
| “HKT Smart Assistance Maintenance Service Period”: | For each Appliance under each Contract, such period shall commence on the expiry of the Waiting Period for Maintenance Service or the expiry of the manufacturer’s original warranty of the Appliance, whichever is the later. HKT Smart Assistance Maintenance Service Period for each Appliance shall end on: - the last day of the fifth (5 th) year from date of purchase of the Appliance; or - the last day of the fifth (5 th) year from the date of occupation permit of the building to which the Premises form part (where applicable); or - the date of termination of the Service / Contract, whichever is the earliest. |
| “HKT Smart Assistance Service” / “Service”: | Shall mean the HKT Smart Assistance Services which Customer has purchased under this Application. |
| “Original Purchase Price”: | Shall mean: (a) for purchased Appliance, the actual purchase price of the Appliance, which is the final price or price after discount (if applicable), as clearly printed / shown on the Proof of Purchase; and (b) for Appliance which came with first hand property “gift” provided by land developers, the price so determined by HKT at its discretion, by benchmarking current selling price of similar models in the market. |
| “Premises”: | Shall mean the residential address in Hong Kong specified in this Application and where the Customer permanently resides. |
| “Proof of Purchase”: | Shall mean: (a) for purchased Appliance, the original merchant receipt / invoice issued by an Authorised Dealer where the Appliance was purchased, with the following information clearly shown: (i) Date of purchase; (ii) Description of the model and the model number; (iii) Purchase price; (iv) Name of the purchaser; (v) Address of the Premises; and (vi) Name and address of the Authorised Dealer (b) for Appliance which came with first-hand property “gift” provided by land developers, (i) the relevant sales brochure of the estate to which the Premises form part so issued by the land developer, showing the Appliance formed part of the Premises being sold; or (ii) the relevant sale and purchase agreement of the Premises, showing the Appliance formed part of the Premises at the time of purchase of the Premises. |
| Waiting Period: | Shall mean the minimum waiting period before (i) the first Inspection Service will be carried out under the HKT Smart Assistance Contract; or (ii) the first Maintenance Service (due to a Breakdown of any eligible Appliance) will be carried out under the HKT Smart Assistance Contract, wherein: (a) For Inspection Service, the first three (3) months counting from the Commencement Date of the initial 12-month Commitment Period of the HKT Smart Assistance Contract. (b) For Maintenance Service, the first one (1) month counting from the Commencement Date of the initial 12-month Commitment Period of the HKT Smart Assistance Contract. |

5. HKT Smart Assistance Services

HKT Smart Assistance Services provided under this Contract include Inspection Service and Maintenance Service.

5.1 Inspection Service

An Inspection Service shall only be carried out during the HKT Smart Assistance Inspection Service Period.

For every HKT Smart Assistance Contract, if the saleable area of your Premises is below or equivalent to 400 sq. ft, you can enjoy one (1) time of Inspection Service at the Premises free of charge within the initial 12-month Commitment Period and for each subsequent 12-month Commitment Period, the first of which can be carried out after expiry of the Waiting Period for the Inspection Service. On top, the interval between any two (2) Inspection Services shall be not less than three (3) months.

For every HKT Smart Assistance Contract, if the saleable area of your Premises above 400 sq. ft, you can enjoy two (2) times of Inspection Service at the Premises free of charge within the initial 12-month Commitment Period and for each subsequent 12-month Commitment Period, the first of which can be carried out after expiry of the Waiting Period for the Inspection Service. On top, the interval between any two (2) Inspection Services shall be not less than three (3) months.

Upon an eligible inspection request for the Inspection Service from you, we shall arrange to dispatch an Authorised Repairer to the Premises at no cost to you to conduct the Inspection Service. Details of the inspection items are shown as below.

(a) Home Appliance

| Inspection item | Testing item | Pass | Fail |
|-----------------|--------------|--------------------------------|-------------------|
| Air Conditioner | Functions | Well-functioning | Not function well |
| | Temperature | The temperature is around 21°C | 21°C or above |

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|------------------------|------------------------------------|-----------------------------------|-------------------|
| | | at the Air Conditioner air outlet | |
| Clothes Dryer | Functions | Well-functioning | Not function well |
| Refrigerator | Functions | Well-functioning | Not function well |
| | Temperature | 2-5°C | over or above |
| TV | Display problem and remote control | Well-functioning | Not function well |
| Washing Machine | Functions | Well-functioning | Not function well |

(b) Air Quality

| Inspection item | Testing item | Unit | Pass | Fail |
|--------------------|--------------------|-------------------|-----------------------|-------------------|
| Air quality | PM10 | µg/m ³ | < 180 ^h | Over the standard |
| | HCHO | µg/m ³ | < 100 ^{f, g} | Over the standard |
| | | ppbv | < 81 | Over the standard |
| | Indoor temperature | °C | 20 - 25°C | Out of the range |
| | TVOCs | mg/m ³ | < 600 ^f | Over the standard |

(c) Water Quality

| Inspection item | Testing item | Unit | Pass | Fail |
|----------------------|-----------------------|------|----------------------|-------------------|
| Water quality | PH level | pH | 6.5 to 8.5 | Out of the range |
| | Pesticides | ppb | Below 3 ppb atrazine | Over the standard |
| | Total Nitrate/Nitrite | ppm | Below 10.0 ppm | Over the standard |
| | Total Chlorine | ppm | Below 4 ppm / <5 (C) | Over the standard |
| | Total Hardness | ppm | 50 ppm or less | Over the standard |

5.2 Maintenance Service

A Maintenance Service shall only be carried out during the HKT Smart Assistance Maintenance Service Period.

We shall also provide Maintenance Service to any number of Appliances at the Premises if there is a Breakdown of the Appliance during the HKT Smart Assistance Maintenance Service Period.

Where there is a Breakdown of an Appliance, the following Maintenance Service will be rendered at the Premises upon the request of the Customer establishing a contact with HKT Smart Assistance call center by calling a dedicated phone number: 2367 9553, operating from Monday – Friday 9am – 6pm and Saturday 9am – 1pm (excluding Public Holidays in Hong Kong).

(a) Tele-diagnosis for breakdown cases

Upon the occurrence of a Breakdown of an Appliance within the HKT Smart Assistance Maintenance Service Period, HKT will conduct a preliminary tele-diagnosis in one (1) working day on the basis of information gathered from the Customer.

During that tele-diagnosis, the helpline service (2367 9553) will check whether the occurrence described by the Customer as well as the type of Appliance concerned are covered by the HKT Smart Assistance Contract and assists the Customer to try to identify the nature of the malfunction and, as far as possible, direct the Customer to fix the problem by himself / herself.

In case the problem of the Appliance cannot be solved through the above tele-diagnosis, HKT will arrange a conference call between an Authorised Repairer and the Customer within one (1) working day so that the Authorised Repairer may direct the Customer to fix the problem by himself / herself during the call.

(b) Repair Service

In case both tele-diagnosis described above are unsuccessful in fixing the problem of the Appliance, the Customer shall present the Proof of Purchase or serial number of the Appliance concerned for service validation. HKT will organise an appointment between the Authorised Repairer and the Customer within 48 hours (except Public Holidays or adverse weather as determined by HKT) from the receipt of the Proof of Purchase or the Appliance's serial number sent by the Customer, subject to the availability of the Customer, to provide the repair service of the Appliance at the Premises or at the workshop of the Authorised Repairer if the case requires.

HKT will organise an appointment with the Authorised Repairer to provide the repair services at no cost to you, if the repair costs of the current proposed repair (as estimated by the Authorised Repairer) and the relevant transportation cost (if the Appliance is required to be repaired at the Authorised Repairer's workshop), plus the aggregate repair costs of all previous repairs for the same Appliance under the Contract (if any), is below 80% of the Original Purchase Price of the relevant Appliance.

The Customer shall not be entitled to any repair service if (i) the repair costs of the current proposed repair (as estimated by the Authorised Repairer) and the relevant transportation cost (if the Appliance is required to be repaired at the Authorised Repairer's workshop), plus the aggregate repair costs of all previous repairs for the same Appliance under the Contract (if any), exceed 80% of the Original Purchase Price of the relevant Appliance; or (ii) if the relevant Appliance is, in the sole opinion of the Authorised Repairer, beyond repair.

The total repair amount for all your Appliances at the Premises of a Customer is limited to HK\$50,000 per year under the HKT Smart Assistance Contract.

(c) Document required

The Customer must provide the relevant Proof of Purchase of the Appliance(s) when making a Maintenance Service request. If the Customer cannot present such a Proof of Purchase, the Customer may provide the Appliance's serial number and HKT will see if



HKT could arrange the Maintenance Service for Customer on a case-by-case basis. HKT will endeavour to check the information with the manufacturer based on the Appliance's serial number provided by the Customer, and the information provided by the manufacturer shall prevail. There is no guarantee that a Maintenance Service will be carried out even with the Appliance's serial number provided.

5.3 Authorised Repairer Service Hour

Tele-conference calls and repair works by any Authorised Repairer will only be carried out during the working hours of the Authorised Repairers, which are Monday to Saturday 10:00 – 18:00 (excluding Public Holidays in Hong Kong).

6. Conditions

6.1 Eligibility

To be eligible to receive the HKT Smart Assistance Service, you must be a valid member of HKT Online Shop at www.hktshop.com.

6.2 Change of Address

If you relocate and change the Address of your Premises, you must report in writing by completing and returning to HKT the Change of Address within 15 days of such relocation. If you relocate to an address with the same or smaller saleable area, we shall continue to provide the Service to you in accordance with the terms of the Contract. However, if you relocate to an address with a bigger saleable area, you may (i) terminate the Contract and enter into a new contract with a new commitment period for HKT Smart Assistance Service, in which no early termination fee will be charged; or (ii) terminate the Contract, in which you will be liable to pay the relevant early termination fee.

6.3 Territorial Limit

The HKT Smart Assistance Service applies to Hong Kong Island, Kowloon, New Territories of Hong Kong only.

Inspection Service and/or Maintenance Service shall not be arranged in the following areas and locations:

- Outlying islands, including but not limited to Lantau Island (such as Discover Bay, except Tung Chung), Lamma Island, Cheung Chau, Ma Wan and Park Island
- Frontier closed areas where permit from the relevant Government department may be required for entry (including but not limited to Sha Tau Kok, Ta Kwu Ling and Lok Ma Chau)
- Flats in building unreachable by elevator
- Such other remote area as designated by us

Customers shall be liable to pay for additional cost required for Inspection Service and/or Maintenance Service being arranged in the following areas and locations and/or under the following circumstances:

- Tung Chung: Additional cost will be HK\$250 per removal / delivery of Appliance
- If access to any Appliance involves going up or down staircase, additional cost will be charged per visit. For details, please call HKT Smart Assistance Sales & Enquiry Hotline.

6.4 Fraud

If any request for benefits or services made under the Contract is determined by HKT to be based on any fraudulent statement or act, or if any fraudulent means or Appliance(s) are used by you or by anyone acting on your behalf to receive benefits or services, no HKT Smart Assistance Service will be provided, and HKT reserves its right to terminate the Contract immediately and make claim against the Customer and those involved.

Fraudulent cases include, but are not limited to, a Customer declaring an inconsistent category of saleable area of the Premises, and such inconsistency is identified in relation to the request for HKT Smart Assistance Service.

6.5 Liabilities of HKT

Any kind of third parties or professionals (Authorised Repairer or Authorised Dealer) to whom HKT refers to you will be independent contractors responsible for their own acts and will not be employees, agents or servants of HKT.

HKT undertakes to exercise due care and diligence in the appointment and/or referral of any service providers to assist you. HKT assumes no responsibility for any advice given by any third parties or professionals. You will not have recourse against HKT by reason of its referral of or contact with third parties or professionals.

6.6 Reasonable Precaution

You shall at your own costs and expenses take all reasonable precautions to prevent Breakdown of the Appliances and comply with statutory requirements and manufacturer's recommendations.

7. Out of Scope

7.1 The HKT Smart Assistance Services will not be provided for any Appliance that:

- (a) is not imported to Hong Kong from its respective Hong Kong Authorised Dealer (including parallel export appliances);
- (b) is powered by liquefied petroleum gas (LPG) or coal gas (Towngas);
- (c) is damaged by accident;
- (d) has been repaired, disassembled by any third parties other than its original manufacturer's repairer(s) or repaired outside Hong Kong;
- (e) is sold as demonstration or display item without original manufacturer warranty;
- (f) has been used or installed in any place not previously declared as the Premises (unless the Customer can provide residential address proof that the Customer has previously resided in that place);
- (g) is not solely for personal use but also for commercial use (multi-user organisations), rental, use for profits or transfer of the Appliance to retail outlets;
- (h) is still covered by the manufacturer's original warranty, repairer's warranty, or any other warranty in effect;
- (i) is designed for professionals and/or for professional use even if the Appliance is set and used at home; and/or
- (j) is designed as "nomads", i.e. those which are autonomous, without any connection to the mains supply.

7.2 No HKT Smart Assistance Services shall be provided for:

- (a) accessories or peripherals used in or with the Appliance, such as audio and video external cables and cords, dishwasher baskets, gaming consoles, oven accessories, remote controls;



- (b) consumables and parts subject to wear & tear (gradual deterioration associated with the age and use of the Appliance) as described in the manufacturer's maintenance booklet, such as but not limited to bulbs, lamps, filters, fuses, door seals, belts, drain pipes, hoses;
- (c) glass parts or components of thermal insulation of the Appliance;
- (d) non-operating and cosmetic items, paint, color, or product finish; add on options incorporated; any items not affecting the products function;
- (e) software (including operating system and any stored data), defects resulting directly from software installation and/or removal, computer virus, virus prevention, and other peripherals;
- (f) hardware that has been added after the Appliance's original purchase;
- (g) any costs related to scaffolding and/or installation;
- (h) costs due to unusual physical or electrical stress, burned screen or software interface problems;
- (i) breakdown due to failure to install the display in line with the manufacturer's instructions;
- (j) costs associated with gaining access to cables within the fabric of a building or wall;
- (k) repairs due to pixel failure where the number of location is not in excess of the manufacturer's acceptable limit;
- (l) wall mounted units if not fitted as per manufacturer's recommendations; and/or
- (m) breakdown during delivery.

7.3 Accidental or intentional physical damage to the Appliance; burglary or theft of the Appliance.

7.4 Any damage to or failure of the Appliance arising from:

- (a) spilled liquids, corrosion, animal and insect infestation, Fungi, wear and tear, gradual deterioration including but not limited to moisture and oxidation. "Fungi" shall mean any type or form of fungus, including but not limited to, all forms of mold or mildew, and any mycotoxins, spores, scents, vapors, gas, or substance, including any byproducts produced or released by fungi;
- (b) epidemic failure that should be under the manufacturer's liability;
- (c) breakdown due to power surge or radiation;
- (d) external faults such as wiring, electrical connection or plumbing, realigning of signal receivers (poor receptions), and consequential loss of any kind; and/or
- (e) foreign bodies (unwanted matter that has entered the Appliance).

7.5 Any damage to or failure of the Appliance due to:

- (a) wilful abuse or misuse of the Appliance;
- (b) application of incorrect or abnormal electrical and/or water supply to the Appliance;
- (c) alteration or recall action initiated by or being of the responsibility of the manufacturer;
- (d) any modification to the Appliance which is not in accordance with the manufacturer's instructions or use of any accessory which has not been approved by the manufacturer; and/or
- (e) Use of non-Authorised repair personnel.

7.6 Diagnosis where no defect has been found or noted.

7.7 Defects, on-site service charges, and shipping, delivery or transportation charges not covered under the manufacturer's primary written warranty.

7.8 Any loss or damage to a person or property for any loss of profit, incidental, contingent, special or consequential damages or any direct or indirect loss including but not limited to losses incurred due to any delay in rendering service under the Contract and loss of use during the period that your Appliance is under repair at an Authorised Repairer and/or while awaiting parts of the Appliance.

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| HKT Smart Assistance Sales & Enquiry Hotline: | 2888 1234 | Office Hours: Monday to Sunday: | 0900 to 2500 |
| HKT Smart Assistance Inspection & Maintenance Hotline: | 2367 9553 | Office Hours: Monday to Friday: | 0900 to 1800 |
| HKT Smart Assistance Inspection & Maintenance Fax number: | 3419 0671 | Saturday: | 0900 to 1300 |
| HKT Smart Assistance Inspection & Maintenance Email: | hktsa@pccw.com | Sunday and Public Holiday: | Closed |
| HKT Smart Assistance Website: | smartassistance.hkt.com / sa.hkt.com | | |

OTHER PROVISIONS

1. In the event when processing this Application that we find that this Application contains any missing or incorrectly entered information or charges, then our representative will contact you as soon as practicable to rectify such discrepancy and we will resume processing this Application when such discrepancy has been rectified. Should there be any circumstances which may affect our approval of your Application, we will contact you accordingly, otherwise, your Contract for the HKT Smart Assistance shall deem to form at the time when your Application is approved by us.
2. All payments made by you in relation to your HKT Smart Assistance are not refundable, unless otherwise provided in the Contract.
3. Sometimes, we may not be able to do what we have agreed because of an event beyond our reasonable control (for example because of fire, water, typhoon and/or other natural disaster). In these cases, we regret to advise that we do not accept responsibility for the delay or otherwise not providing you with the services in accordance with the Contract. We or you may choose to end the Contract immediately if such event lasts for a continuous period of 30 days or more.
4. You agree to fully indemnify and hold us, our Affiliates (being any of our holding companies, any of our subsidiaries or any subsidiaries of any such holding companies) and any of their respective employees, representatives, agents and subcontractors harmless from and against any and all their respective claims, suits, actions, proceedings, demands, liability, losses, damages, costs, expenses and charges, including without limitation legal and accounting fees, that we, our Affiliates and/or any of their respective employees, representatives, agents and subcontractors may suffer or incur as a result of, or relating to (a) a breach by you of your obligations under the Contract; and/or (b) any of your wilful, unlawful or negligent act or omission.
5. To the extent permitted by law, we, our Affiliates and any of their respective employees, representatives, agents and subcontractors shall not be subject to any liability or responsibility whatsoever and we, our 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 your purchase or use of the HKT Smart Assistance Service, whether based on warranty, contract, tort, negligence, breach of statutory duty or any other legal theory, and whether or not we, our



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.

6. To the extent permitted by law, the aggregate liability arising under or in connection with the Contract of us, our Affiliates and any of their respective employees, representatives, agents and subcontractors shall not in any event exceed the aggregate charges payable by you under this Application and in connection with your HKT Smart Assistance.
7. Your HKT Smart Assistance is personal to you and may not be assigned, novate or transfer to any party. We may at any time assign, novate, sub-contract, transfer or otherwise dispose of any or all of its rights, interests, duties and/or obligations under the Contract to any of our Affiliates or third parties or appoint any of our Affiliates or any third parties to perform any or all of our duties and/or obligations, or exercise any or all of our rights and/or interests, under the Contract.
8. Save for any PCCW group companies, no other person who is not a party to the Contract has any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623, the Laws of Hong Kong) to enforce any terms and conditions and/ or benefit of the Contract.
9. If any provisions of the Contract shall be construed to be illegal or invalid, it or they shall not affect the legality, validity and enforceability of the other provisions of the Contract. The illegal or invalid provision shall be deleted from the Contract and no longer incorporated as a term of the Contract but all other provisions of the Contract shall continue.
10. In case of any disputes in relation to the provisions of the Contract, our decision shall be final, binding and conclusive. In case of inconsistencies between the English and Chinese versions of the Contract, the English version shall prevail.
11. The terms and conditions of the Contract 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 you agree to submit to the exclusive jurisdiction of the courts of Hong Kong.

HKT 智管家之條款及細則

1. 感謝您同意購買由 Hong Kong Telecommunications (HKT) Limited (稱為「HKT」或「我們」) 提供之 HKT 智管家服務(「本服務」)。購買本 HKT 智管家服務,則代表您同意遵守所有有關 HKT 智管家服務之條款,包括本申請書之所有條款,以及由我們不時通知您的條款及細則和與您同意的條款及細則(統稱為「本合約」/「HKT 智管家服務合約」)。本合約之條文約束您的購買及我們就本服務的提供。
2. 在我們處理和批准本申請之前,我們可能會要求您提供令人滿意的證明,以核實住所的實用面積以及其他相關資料和文件。
3. 本服務應涵蓋住所中包含的任何數量的電器(定義見下文),這些電器可從我們或我們的其他指定電訊盈科集團實體或我們或會不時自行決定的某些在香港知名的零售商舖(「授權經銷商」)購買。
4. 定義

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| <p>「電器」:</p> | <p>應指冷氣機、乾衣機、雪櫃、電視和洗衣機,而每件:</p> <ul style="list-style-type: none"> - 具最少一年的香港原廠保養; - 原來購買價格高於 HK\$2,000 及少於 HK\$36,000; - 正/將用於個人和家庭用途,並已在住所內安裝/使用;和 - 須為以下二者其一: <ul style="list-style-type: none"> • 由電器品牌各自的香港授權經銷商進口至香港並由客戶購買,自購買相應的電器之日起至客戶向 HKT 提出服務請求時必須少於五(5)年;或 • 土地發展商連同住所一併提供的第一手物業「禮品」,並附有購買該電器的購買證明,表明該電器自住所佔其構成部分的建築物的佔用許可之日起不到五(5)年。 <p>「冷氣機」應指在購買證明的產品說明/說明手冊/項目描述中清楚地顯示其為「冷氣機」且是不可移動的家用電器。加熱器不定義為空調。</p> <p>「乾衣機」應指在購買證明的產品說明/說明手冊/項目描述中清楚地顯示其為「乾衣機」的家用電器。</p> <p>「雪櫃」應指在購買證明的產品說明/說明手冊/項目描述中清楚地顯示其為「雪櫃」的家用電器。</p> <p>「電視」應指帶有內部電視調諧器/數碼電視接收器的電視。任何缺少電視調諧器的設備不被定義為電視。</p> <p>「洗衣機」應指在購買證明的產品說明/說明手冊/項目描述中清楚地顯示其為「洗衣機」的家用電器。</p> <p>我們可以自行決定一件電器是否符合上述電器的定義範圍,以及是否包含在本服務範圍內。</p> |
| <p>「授權經銷商」:</p> | <p>應指與原生產商簽訂合約得以銷售其電器的銷售商,和/或在香港銷售具原生產商標準保養的電器的零售商(如適用)。</p> |
| <p>「授權維修商」:</p> | <p>應指 FWD 根據個別情況委派和/或指定的香港電器維修商。</p> |
| <p>「故障」:</p> | <p>應指由於內部原因導致的任何永久性機械、電機或電子缺陷而導致電器的突然和意外故障。</p> |
| <p>「HKT 智管家服務合約持有人」/「客戶」/「您」/「您的」:</p> | <p>應指本申請中具名的客戶,並應包括其正常及永久地同住於住所的父母、兄弟姐妹、配偶、子女、親屬和同居者,其須具有電器的購買證明。</p> |
| <p>「HKT 智管家合約期」/「承諾期」:</p> | <p>HKT 智管家服務合約至少有 12 個月的承諾期。在首 12 個月承諾期後,本服務和合約將通過支付每月的服務費每年自動續約,且會有新的 12 個月承諾期,除非客戶在相關承諾期屆滿前不少於 30 日向我們發出書面終止通知。</p> <p>儘管任何條款有所規定,HKT 或客戶可以通過向另一方發出不少於 30 天的通知以終止本服務或合約。</p> <p>如果本服務或合約因任何原因在任何承諾期屆滿前終止,您將有責任支付提前終止費用,相當於每月服務費 x 本服務終止後相關承諾期剩餘月數。為便於計算,不足一個月應被視為一個月計算。</p> |
| <p>「HKT 智管家檢驗」</p> | <p>對於每份 HKT 智管家服務合約,該期限應在檢驗服務等待期屆滿時開始,並應在本服務或 HKT</p> |

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| 「服務期」： | 智管家服務合約終止之日結束。 |
| 「HKT 智管家維修服務期」： | 就每份 HKT 智管家服務合約下的每個電器而言，該期限應在維修服務等待期屆滿或電器生產商原廠保養期滿時開始，以較晚者為準。 每件電器的 HKT 智管家維修服務期應於以下日子完結： - 自購買電器之日起第五（5）年的最後一天；或 - 自住所佔其構成部分的建築物的佔用許可之日起第五（5）年的最後一天（如適用）；或 - 本服務／本合約終止的日期， 以較早者為準。 |
| 「HKT 智管家服務」／「本服務」： | 應指客戶根據本申請購買的 HKT 智管家服務。 |
| 「原來購買價格」： | 應指： (a) 就購買的電器而言，電器的實際購買價格，即最終價格或折扣後的價格（如適用），其須於在購買證明上清楚印刷／顯示；和 (b) 就由土地發展商提供的第一手物業「禮物」附帶的電器而言，由 HKT 酌情決定的價格，以市場上類似型號的現時售價為基準。 |
| 「住所」： | 應指本申請書中指定的香港住宅地址，其須為客戶永久居住的地址。 |
| 「購買證明」： | 應指： (a) 就購買的電器而言，由電器購自的授權經銷商簽發的原始商戶收據／發票，並清楚地顯示以下資料： (i) 購買日期； (ii) 型號和型號的描述； (iii) 購買價錢； (iv) 購買者的姓名； (v) 住所地址；和 (vi) 授權經銷商的名稱和地址 (b) 就由土地發展商提供的第一手物業「禮物」附帶的電器而言， (i) 由土地發展商發出的住所佔其構成部分的物業的有關售樓書，顯示電器是住所的一部分；或 (ii) 住所的相關買賣協議，顯示該電器在購買住所時為住所的一部分。 |
| 「等待期」： | 應指 (i) 根據 HKT 智管家服務合約進行第一次檢驗服務之前的最短等候期；或 (ii) 根據 HKT 智管家服務合約進行第一次維修服務（由於任何合資格電器的故障）之前的最短等候期，其中： (a) 就檢驗服務而言，乃從 HKT 智管家服務合約的首 12 個月的生效日期起開始計算的首三（3）個月。 (b) 就維修服務而言，乃從 HKT 智管家服務合約首 12 個月的生效日期起開始計算的首（1）個月。 |

5. HKT 智管家服務

根據本合約提供的 HKT 智管家服務包括檢驗服務和維修服務。

5.1 檢驗服務

檢驗服務只可在 HKT 智管家檢驗服務期內進行。

對於每份 HKT 智管家服務合約，如果您的住所的實用面積低於或相當於 400 平方英尺，您可以在首 12 個月承諾期內於住所免費享用一（1）次檢驗服務；對於隨後的每個 12 個月的承諾期，第一次檢驗服務可以在檢驗服務的等待期屆滿後進行。在此之上，任何兩（2）次檢驗服務之間不得少於三（3）個月。

對於每份 HKT 智管家服務合約，如果您的住所的實用面積超過 400 平方英尺，您可以在首 12 個月承諾期內於住所免費享用兩次檢驗服務；對於隨後的每個的 12 個月承諾期，第一次檢驗服務可在檢驗服務的等待期屆滿後進行。在此之上，任何兩（2）次檢驗服務之間不得少於三（3）個月。

在您向我們提供符合條件的檢驗服務請求後，我們將安排向住所派遣授權維修商免費為您提供檢驗服務。檢驗項目的詳細內容如下。

(a) 家電

| 檢驗項目 | 測試項目 | 通過 | 不合格 |
|------|-----------|------------------|----------|
| 空調 | 功能 | 功能良好 | 功能不佳 |
| | 溫度 | 在空調出風口的溫度約為 21°C | 21°C 或以上 |
| 乾衣機 | 功能 | 功能良好 | 功能不佳 |
| 雪櫃 | 功能 | 功能良好 | 功能不佳 |
| | 溫度 | 2-5°C | 超過或以上 |
| 電視 | 顯示問題和遠程控制 | 功能良好 | 功能不佳 |
| 洗衣機 | 功能 | 功能良好 | 功能不佳 |

(b) 空氣質素

| 檢驗項目 | 測試項目 | 單位 | 通過 | 不合格 |
|------|---------|-------------------|-----------------------|------|
| 空氣質素 | 可吸入懸浮粒子 | µg/m ³ | < 180 ^h | 超出標準 |
| | 甲醛 | µg/m ³ | < 100 ^{f, g} | 超出標準 |
| | | ppbv | < 81 | 超出標準 |
| | 室內溫度 | °C | 20 - 25°C | 超出範圍 |
| | 總揮發性有機物 | mg/m ³ | < 600 ^f | 超出標準 |

(c) 水質

| 檢驗項目 | 測試項目 | 單位 | 通過 | 不合格 |
|------|-----------|-----|-------------------|------|
| 水質 | PH 值 | pH | 6.5 to 8.5 | 超出範圍 |
| | 農藥 | ppb | 3 ppb 草脫淨以下 | 超出標準 |
| | 總硝酸鹽/亞硝酸鹽 | ppm | 10.0 ppm 以下 | 超出標準 |
| | 總氯 | ppm | 4 ppm 以下 / <5 (C) | 超出標準 |
| | 總硬度 | ppm | 50 ppm 或以下 | 超出標準 |

5.2 維修服務

維修服務只可在 HKT 智管家維修服務期內進行。

如果電器在 HKT 智管家維修服務期間出現故障，我們亦會為該住所的任何數目的電器提供維修服務。

如果電器出現故障，客戶應在週一至週五上午 9 點至下午 6 點和週六上午 9 點至下午 1 點（香港公眾假期除外）與 HKT 智管家維修熱線 2367 9553 聯絡以安排在住所內提供維修服務。

(a) 故障案例的遠程診斷

電器在 HKT 智管家維修服務期內發生故障後，HKT 將根據客戶提供的資料，在一（1）個工作天內進行初步遠程診斷。在遠程診斷期間，服務熱線（2367 9553）將檢查客戶所描述的事件以及有關電器的類型是否包含在 HKT 智管家服務合約中，並協助客戶嘗試識別該電器的故障性質，盡可能指導客戶自己解決問題。

如果通過上述遠程診斷無法解決電器問題，HKT 將在一（1）個工作天內安排與授權維修商及客戶召開電話會議，以便授權維修商指導客戶解決問題。

(b) 維修服務

如果上述兩種遠程診斷都無法解決電器問題，則客戶應出示相關電器的購買證明或產品編號以進行服務驗證。HKT 將在收到客戶提供的購買證明或電器的產品編號後 48 小時內（公共假期或由 HKT 確定的惡劣天氣除外）安排授權維修商與客戶接洽（視乎客戶時間安排而定），在住所內或在授權維修商的工作地方進行維修服務（如需要）。

如果當前擬維修費用（由授權維修商估算）和相關運輸成本（如果需要在授權維修商的工作地方進行維修），加上本合約下相同電器的所有先前維修的總維修費用（如有）低於相關電器的原來購買價格的 80%，HKT 將與授權維修商預約免費為您提供維修服務。

如果 (i) 當前擬維修的維修費用（由授權維修商估算）和相關運輸成本（如果電器需要在授權維修商的工作地方進行維修），加上本合約下相同電器的所有先前維修的總維修費用（如有）超過相關電器的原來購買價格的 80%；或 ii) 如果相關電器被授權維修商視為無法修復，則客戶無權獲得任何維修服務。

根據 HKT 智管家服務合約，客戶住所內所有電器的總維修金額限制為每年 HK\$50,000。

(c) 所需文件

在提出維修服務請求時，客戶必須提供相關的電器購買證明。如客戶未能出示該購買證明，客戶可以提供電器的產品編號，並且 HKT 會查看是否可以根據個別情況為客戶安排維修服務。HKT 會嘗試根據客戶提供的電器產品編號與廠商核對資料，並以廠商提供的資料為準。即使提供了電器的產品編號，也無法保證將會進行維修服務。

5.3 授權維修服務時間

任何授權維修商的電話會議和維修工作只能在授權維修商的工作時間內進行，即週一至週六 10:00-18:00（香港公眾假期除外）。

6. 細則

6.1 資格

客戶必須為 HKT Online Shop (www.hktshop.com) 的有效會員，才有資格訂購 HKT 智管家服務。

6.2 更改地址

如果您搬遷並更改住所的地址，您必須在搬遷後的 15 天內以書面形式通知 HKT 您更改地址。如果您搬遷到具有相同或較小實用面積的地址，我們將繼續按照本合約條款向您提供本服務。但是，如果您搬遷到具有較大實用面積的地址，您可以 (i) 終止本合約並簽訂新的合約，並為 HKT 智管家服務承擔新的承諾期，我們不會收取提前終止費；或 (ii) 終止本合約，但您將有責任支付相關的提前終止費。

6.3 區域限制

HKT 智管家服務只適用於香港的香港島、九龍及新界。

檢驗服務和/或維修服務不得安排在以下區域和地點：

- 離島，包括但不限於大嶼山（例如愉景灣，東涌除外）、南丫島、長洲、馬灣及珀麗灣
- 需獲准有關政府部門的許可證方可進入之邊境禁區（包括但不限於沙頭角、打鼓嶺及落馬洲）
- 電梯無法到達的公寓
- 我們指定的其他偏遠地區

客戶須負責支付在以下區域和地點和/或在下列情況下安排的檢驗服務和/或維修服務所需的額外費用：

- 東涌：每次移走/送交電器額外費用為 HK\$250
- 如果任何電器涉及上或落樓梯，則每次到場將收取額外費用。有關詳情，請致電 HKT 智管家銷售及查詢熱線。

6.4 欺詐

如根據本合約提出的任何利益或服務被 HKT 確定為基於任何欺詐性聲明或行為，或者如果您或別人以您的名義使用任何欺詐手段或電器而獲得利益或服務，我們將不會提供 HKT 智管家服務。HKT 保留立即終止本合約的權利，並向客戶及有關人士提出索償。

欺詐案件包括但不限於客戶聲明不一致類別的住所實用面積，且該不一致是就與 HKT 智管家服務有關的要求而被確定。

6.5 HKT 的責任

HKT 向您轉介的任何第三方或專業人士（授權維修商或授權經銷商）均為獨立承辦商，會負責自己的行為，而非 HKT 的僱員、代理人或服務員。HKT 承諾在任命和/或轉介任何服務供應商時給予應有的謹慎和勤勉以協助您。HKT 對任何第三方或專業人士作出的建議不承擔任何責任。您不會因 HKT 的轉介或與第三方或專業人士聯絡而獲得追索權。

6.6 合理的預防措施

您須就採取一切合理的預防措施自行承擔費用和開支，以防止電器故障，並遵守法定要求和生產商的建議。

7. 不保障範圍

7.1 HKT 智管家服務不會為任何電器提供服務，如該電器：

- (a) 不是由其相應的香港授權經銷商進口到港（包括平行進口貨品）；
- (b) 由液化石油氣或煤氣驅動；
- (c) 因意外導致損壞；
- (d) 曾經由原生產商以外的任何第三方進行維修或拆卸或在香港境外的地方維修；
- (e) 是以展示品或陳列品出售，沒有原生產商保養；
- (f) 曾被使用或安裝在先前未聲明為住所的地方（除非客戶可提供以前的住址證明以證明客戶以前曾居住該地方）；
- (g) 不僅用於個人用途，也用於商業用途（多用戶組織）、租賃、用作牟利或會轉售電器予零售商；
- (h) 電器仍受原生產商保養、維修商保養或任何其他仍生效之保養計劃所保障；
- (i) 專為專業人士及/或專業用途而設計，即使該電器是在家中設置和使用的；和/或
- (j) 被設計為「游牧民」，即那些是自主的，與主電源無任何關聯。

7.2 HKT 智管家服務不會就以下提供服務：

- (a) 電器內或與電器一起使用的部件或周邊設備，如音頻和視頻外部電纜和電線、洗碗機籃、遊戲機、烤箱配件、遙控器；

- (b) 製造商維修手冊中所述的易損消耗品和部件（會隨電器的使用年期和使用而逐漸退化），例如但不限於燈泡、燈具、過濾器、保險絲、門封、皮帶、排水管、軟管；
- (c) 電器的玻璃部件或隔熱組件；
- (d) 非操作及裝飾項目、油漆、顏色或產品修飾；已附加項目；任何不影響產品之基本功能之項目；
- (e) 軟件（包括操作系統及任何儲存資料）、由於軟件安裝及／或拆除而導致的故障、電腦病毒、病毒防衛或其他周邊設備；
- (f) 電器原裝購買後所附加之硬件；
- (g) 任何與腳手架及／或安裝有關的費用；
- (h) 由於異常的物理或電機壓力、屏幕燒毀或軟件界面問題導致的費用；
- (i) 由於未按照生產商的說明安裝顯示器而導致的故障；
- (j) 與在建築物或牆壁內結構連接電纜有關的費用；
- (k) 由於像素故障導致的修理，其中位置數量不超過生產商的可接受限度；
- (l) 如果沒有按照生產商的建議安裝壁掛式裝置；和／或
- (m) 送貨期間的故障。

7.3 因意外或人為故意導致之物理性損壞；電器被爆竊或偷竊；

7.4 由以下原因引起的電器損壞或失靈：

- (a) 電器因液體滲漏、侵蝕、動物或昆蟲侵擾、「真菌」（見下文定義）、磨損、逐漸退化，包括但不限於潮濕和氧化。「真菌」指任何種類或形式的真菌，包括但不限於所有形式的霉菌或霉病，以及任何霉菌毒素、孢子、氣味、蒸汽、氣體或物質，包括真菌產生或釋放的任何衍生物；
- (b) 應由生產商承擔責任的大規模失靈；
- (c) 因電湧或輻射而導致的故障；
- (d) 外來錯誤因素如：錯誤接線、電源接駁或管道施工、調較訊號接收器（接收不良）及任何類型的後續損失；及／或
- (e) 異物（已進入電器而又不需要的物質）。

7.5 由於以下原因導致的電器損壞或失靈：

- (a) 故意濫用或錯誤使用電器；
- (b) 對電器施加不正確或異常的電力和／或水供應；
- (c) 由生產商發起或由其負責的變更或回收行動；
- (d) 對電器作出任何不符合生產商指示的任何修改或未經生產商批准的任何配件的使用；和／或
- (e) 使用非授權維修人員。

7.6 沒有發現或注意缺陷的診斷。

7.7 生產商的主要書面保養範圍內未包含的缺陷、現場服務費以及運輸、交付或交通費用。

7.8 對個人或財產引起的任何利潤上的、附帶的、偶然的、特別的或後果的損失或損害，或任何直接或間接損失，包括但不限於由本合約提供的服務的任何延遲而引起的損失，以及在授權維修商維修您的電器及／或等待電器零件期間的損失。

| | | | | |
|-------------------|--|-------|-----------|---------------|
| HKT 智管家銷售及查詢熱線： | 2888 1234 | 辦公時間： | 星期一至星期日： | 09:00 至 01:00 |
| HKT 智管家檢驗及維修熱線： | 2367 9553 | 辦公時間： | 星期一至星期五： | 09:00 至 18:00 |
| HKT 智管家檢驗及維修傳真號碼： | 3419 0671 | | 星期六： | 09:00 至 13:00 |
| HKT 智管家檢驗及維修電郵： | hktsa@pccw.com | | 星期日及公眾假期： | 休息 |
| HKT 智管家網站： | smartassistance.hkt.com / sa.hkt.com | | | |

其他條文

1. 若我們在處理本申請時發現本申請包含任何遺漏或錯誤錄入的資料或費用，我們的代表將在切實可行範圍內盡快與您聯絡，以糾正該等差異，並在糾正該等差異後繼續處理本申請。若有任何情況可能影響我們批准您的申請，我們將與您聯絡，否則，您的 HKT 智管家服務合約將視為在我們批准您的申請時訂立。
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