HKT Smart Warranty

CONFIDENTIAL

Consumer

HKT SMART WARRANTY APPLICATION (for Consumer Electronic Products)

This Application is deemed to replace and terminate the following HKT Smart Warranty Application (for Consumer Electronic Products) in respect of the following Product and Plan made between HKT and the Customer named in this Application as from the date of this Application:

Application No.: order id	**Product:** Text Field **Plan:** Text Field	
	Product: Text Field **Plan:** Text Field	
	Product: Text Field **Plan:**	

APPLICATION NO.:	PPTRS00000321
SALES MEMO NO.:	20305COM04020

APPLICATION DATE : 01/01/2015

THINGS TO KNOW BEFORE YOU BUY

1. This Application sets out the terms and conditions of the HKT Smart Warranty to which you have subscribed ("**Service**"), the particulars of the Service provided and the legal entity(ies) responsible for providing those Service. Additional information about HKT Smart Warranty can be found on our website or Customer Hotline at 2888 3238.
2. This Application provides you with details of the covered Product described in this Application (such as product type, model number and the term of the HKT Smart Warranty).
3. The aggregate value for all repairs of your Product during the designated warranty period shall be limited to the purchase price or the Recommended Retail Price of the Product as indicated in the Sales Memo of your Product.
4. For service details, please refer to Sections E and F of this Application (in particular, the exclusion of the coverage of the Service).

SECTION A CUSTOMER DETAILS

Customer Name:	Mr Chen Dangina	ID Type:	HKID
		Document Number:	M2023101[illegible]
Contact Number:	12345678	Contact Email:	sdf@asdasd.com

SECTION B HKT SMART WARRANTY SERVICE PLAN

Product Purchase Date (DD/MM/YYYY)	Product Description	Purchased Amount *Note 1* (HK$)	HKT SW Service Plan	HKT SW Service Price (HK$)
01/01/2015	smart tv	$5000.00	HESW001 - HE Smart Warranty (TV – 24+12) **Manufacturer's Original Warranty on the Product :** Device: Battery: **Term of HKT Smart Warranty on the Product :** Device: Battery:	$500.00
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HKT Here To Serve

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Notes:

1. *The Purchased Amount is equivalent to the Maximum Maintenance Balance that you are entitled to under the Service for your Product.*
2. *The term of the Manufacturer's Original Warranty on your Product (including the embedded battery, if any) shall commence on the product purchase date.*
3. *The term of the HKT Smart Warranty on your device (excluding the embedded battery, if any, please refer to Note 4 below) shall commence upon the expiry of the term of the Manufacturer's Original Warranty on your Product.*
4. *The term of the HKT Smart Warranty on the embedded battery (if any) of your Product shall commence upon the expiry of the term of the Manufacturer's Original Warranty on such embedded battery.*

SECTION C PERSONAL INFORMATION COLLECTION STATEMENT UNDER THE PERSONAL DATA (PRIVACY) ORDINANCE

The personal data and other information ("**Data**") so provided under this Application is collected, used and retained by Hong Kong Telecommunications (HKT) Limited ("**HKT**") in accordance with the requirements in the Personal Data (Privacy) Ordinance and the Privacy Policy Statement (which can be viewed at http://www.hkt.com/legal/privacy.html) which also governs, together with the applicable terms and conditions of the Services under this Application, how the Data is used and to whom it is disclosed. For the purpose of processing of this Application and provision of the Services and managing the service account, you agree that the Personal Data provided by you to us may be used and retained by us for the following purposes and for other purposes as may be agreed between you and us or required by law from time to time:

a. providing the Service;
b. processing of any benefits arising out of or in connection with the Service;
c. providing you with regular communications from us with details of the Service and its benefits;
d. investigation of complaints, suspected suspicious transactions and research for service improvement;
e. prevention or detection of crime; and
f. disclosure as required by law;

You further agree that we may disclose and transfer (whether in Hong Kong or abroad) to our agents, contractors or any telecommunications operators under a duty of confidentiality to us, any third party collection agencies, any credit reference agencies, any security agencies, any credit providers, banks or other financial institutions and any of our actual or proposed assignees or transferees of our rights with respect to you, to use, disclose, hold, process, retain or transfer such Personal Data for the purposes mentioned above.

Subject to the Customer's right indicated by checking the box below or leaving it unchecked, all the information in this Application, including the Customer's contact information, service number and service account number, may be used in sending to the Customer notice of gifts, discounts, privileged offers, benefits and any other promotions related either to the Service(s) under this Application or to other kinds of goods and services including telecommunications network services, computer peripheral, accessories and software, secretarial services, personal assistance services, information services and the latest offers on various kinds of products or services including gaming, sports, music, beauty products, electronics, technology, e-commerce, cloud services, mobile payment, travelling, banking, investment, entertainment, transportation, household, fashion, food and beverages, alcohol and tobacco, insurance, education, health and wellness, social networking, media and high-end consumer products and services, subject to the applicable laws, licences, rules and regulations.

Request for accessing or correction of personal data or any enquiry about using data for marketing activities can be made in writing to the Privacy Compliance Officer (GPO Box 9896, Hong Kong).

☐ I do not want to receive notices of any promotional gifts, discounts, offers or materials as suggested above.

SECTION D CUSTOMER'S AGREEMENT AND SIGNATURE

I, being the Customer named in this Application, apply to HKT for the purchase of the HKT Smart Warranty as indicated above. I agree to be bound by all the applicable terms and conditions of the HKT Smart Warranty, including all provisions set out in this Application and HKT's Privacy Policy Statement (which is accessible through http://www.hkt.com/legal/privacy.html). I agree to pay all the charges in connection with my Application and purchase of the HKT Smart Warranty. By submitting this Application, I agree to provide all the information herein contained or ever provided for the Service also to FWD General Insurance Company Limited (including name, contact number, HKT Smart Warranty Service Plan code, plan details and invoice number, product model, purchase date and price, and other necessary information) for completing the registration and managing the Service (without consenting to receive promotional materials from FWD General Insurance Company Limited). I have attained the age of 18 and all information provided by me is up-to-date, complete, true and correct.

Customer's Signature: Text Field **X**	Application Date: Text Field

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HKT Smart Warranty

SECTION E	TERMS AND CONDITIONS OF THE HKT SMART WARRANTY

1. The HKT Smart Warranty you have agreed to purchase under this Application is provided by Hong Kong Telecommunications (HKT) Limited ("**HKT**" or "**we**", and the terms "**us**" and "**our**" shall be construed accordingly). By purchasing the HKT Smart Warranty, you are deemed to agree to all the provisions in relation to the HKT Smart Warranty, including all provisions of this Application and such other terms and conditions we may advise you or agree with you from time to time (collectively, "**Contract**"). The provisions of the Contract govern your purchase and our provision of the HKT Smart Warranty.
2. The Contract shall cover one piece of eligible product purchased from us (as indicated in the Sales Memo of your product) or from certain other renowned retail stores in Hong Kong as so designated by us from time to time at our sole discretion ("**Product**"), which Product must be for your domestic and personal use in Hong Kong.
3. The Contract must form and commence within 180 days from the date of your purchase of the Product. For our verification purposes, you must be able to produce the original sales receipt, the relevant application form and/or such other documents so requested by us, indicating your purchase of the Product.
4. The term of the Contract of the HKT Smart Warranty ("**Term**") shall be for one (1) / two (2) / three (3) / four (4) year(s) (or such other duration as set out in this Application). While the commencement date of the Term of the HKT Smart Warranty on each of the Product and its embedded battery (if any) might be different, their respective expiry date of the Term shall fall on the same date.
5. The Term of the HKT Smart Warranty on the Product shall commence from the expiry of the term of the original written warranty ("**Manufacturer's Original Warranty**") of the Product so provided by the manufacturer of the Product ("**Manufacturer**").
6. Notwithstanding any provision herein and other terms of the Contract, the Term of the HKT Smart Warranty on any embedded battery of the Product shall commence from the expiry of the term of the original written warranty for such embedded battery provided by the Manufacturer and shall end on the same date as the expiry of the Term of the HKT Smart Warranty on the Product.
7. The Contract provides repairs of and/or one-time replacement of the Product in Hong Kong only, if found defective during the Term. The coverage under the Contract is for mechanical and electrical breakdown of the Product to the extent provided by the Manufacturer's Original Warranty only, subject to the Maximum Maintenance Balance (which amount is indicated in the Sales Memo of your Product and as defined below). The Contract is a service contract and not a guarantee or promise in light of the nature of the material, workmanship or performance of the Product.
8. You are only entitled to one replacement of the failed / defective Product during the Term under the Contract. We shall have the option to repair or replace the failed / defective Product with the same model or like kind, specifications and quality at our sole discretion. If we are of the view that the failed / defective Product is beyond repair and should be replaced with a new product, we will advise you to purchase a new product with the same model or like kind, specifications and quality as the failed / defective Product at our designated shops or certain other renowned retail stores in Hong Kong as so designated by us from time to time at our sole discretion, within a designated period of time and may be subject to other conditions we impose. We shall reimburse you the purchase price of the new replacement product upon your production of the original sales receipt and/or such other documents so requested by us, indicating your purchase of the new replacement product, Provided always that the amount of our reimbursement shall be limit to, and shall not in any way exceed, your remaining Maximum Maintenance Balance for the failed / defective Product at the material time. If, at any time during the Term, your remaining Maximum Maintenance Balance is not enough to cover the purchase price of the new replacement product, you shall be liable to pay the difference between the purchase price of the new replacement product and your remaining Maximum Maintenance Balance. The Contract will automatically terminate in the event that the Product is replaced, with the date of such termination to be determined by us. If the failed / defective Product is replaced by us, the original failed / defective Product shall become our property. We recommend that you purchase a new HKT Smart Warranty for the new replacement product for similar protection to be afforded to the new replacement product. Due to technological advances, the replacement product may be of lower retail value than the original Product.
9. The aggregate value for all repairs of the Product for which we are liable for the whole Term under the Contract shall be limited to the purchase price that you paid for the Product or the Recommended Retail Price of the Product as indicated in the Sales Memo of your Product (as the case may be) ("**Maximum Maintenance Balance**"). After each repair of the Product during the Term under the Contract, your Maximum Maintenance Balance will be reduced by the costs for such repair accordingly (our representative will advise you of such repair cost before the repair is carried out). If, at any time during the Term, your remaining Maximum Maintenance Balance is not enough to cover the costs of any repair proposed to be carried out under the Contract, you shall be liable to pay the difference between the costs of that repair and your remaining Maximum Maintenance Balance before that repair will be carried out.
10. For the avoidance of doubt and notwithstanding any provisions of the Contract, the scope of the repair and/or replacement of the Product under the Contract shall not in any way be wider than those provided in the Manufacturer's Original Warranty, and shall exclude any of the followings:
    (a) Product that is still covered by the Manufacturer's Original Warranty, any other repairers warranty or any other warranty in effect;
    (b) Any defects that are subject to the Manufacturer's recalls;
    (c) The Manufacturer's recommended routine maintenance, inspection, cleaning, lubrication or external adjustments;
    (d) Non-operating and cosmetic items, paint, colour or product finish; accessories used in or with the Product; audio and video external cables and cords; glass and lens; add on options incorporated; unauthorised modifications made to the Product; failure to follow the Manufacturer's installation, operation or maintenance instructions; any items not affecting the Product's 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; repairs to hardware that has been added after the Product's original purchase;
    (f) Consumables such as batteries (embedded battery excepted), stylus, bulbs, tapes and diskettes, ribbons, toner and ink cartridges etc.;
    (g) External faults such as wiring, electrical connection or plumbing, realigning of signal receivers (poor receptions), and consequential loss of any kind;
    (h) Accidental or intentional physical damage to the Product; burglary or theft of the Product; spilled liquids, corrosion, animal and insect infestation, Fungi (as defined below), wear and tear, gradual deterioration, including but not limited to moisture, oxidation, misuse, abuse or damage to the Product caused by non-authorised repair personnel. For the purpose of the Contract, the term "**Fungi**" shall mean any type or form of fungus, including but not limited to all forms of mould or mildew, and any mycotoxins, spores, scents, vapours, gas, or substance, including any by-products, produced or released by Fungi;

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(i) Diagnosis where no defect has been found or noted;

(j) Defects and on-site service charges not covered under the Manufacturer's Original Warranty;

(k) Shipping or delivery charges (except for courier service charges included in the Door-to-Door Service (as defined below)), express service charges, transportation damage; removal or reinstallation of the Product, and products on loan during repair process;

(l) Commercial use, rental, use for profits or Product transfer to retail outlets;

(m) Your report of the failure of the Product was not reported prior to any repair or a repair is performed by a non-authorised HKT's repairer; and/or

(n) 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 Product is under repair at an authorised repairer and/or while awaiting parts of the Product.

11. When there is a failure of the Product due to an electrical or a mechanical breakdown during the Term, please promptly call the HKT Smart Warranty Hotline as listed below during office hours and our representatives will assist in meeting your service needs.

12. If the Product under the HKT Smart Warranty is a tablet or notebook computer, our representative will arrange for a courier service (excluding outlying islands such as Lantau Island, Lamma Island, Cheung Chau and Ma Wan, and remote areas in Hong Kong as designated by us from time to time, such as Lo Wu, Lok Ma Chau and Sha Tau Kok) to collect the failed / defective Product from your designated address in Hong Kong for repair to be carried out and return it to the same address (or such other location as you and us may otherwise agree) after repair ("**Door-to-Door Service**"). The charges for any such courier services will not be deducted from your Maximum Maintenance Balance. For the avoidance of doubt, the Door-to-Door Service is only available if the failed / defective Product is a tablet or notebook computer and is not available in relation to any replacement of the failed / defective Product. The Door-to-Door Service shall only be available during the Term of your HKT Smart Warranty Period of your Product.

13. The use of the Door-to-Door Service under the Contract will be at your own risk. We will not be liable for any loss or damage to the Product or the replacement product, any person, entity and/or any property which may arise or incur in connection with the Door-to-Door Service, including but not limited to any loss of profit, incidental, contingent, special or consequential damages or any direct or indirect loss, including but not limited to any loss of use incurred.

HKT Smart Warranty Hotline:	2888 3238	Office Hours:	Monday to Friday:	0900 to 1800
			Saturday:	0900 to 1300
			Sunday and Public Holiday:	Closed
HKT Consumer Service Hotline:	1000	Office Hours:	24 hours, 7 days a week	
www.HKT.com				

SECTION F 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 Warranty 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 Warranty 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 Warranty 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 Warranty.

7. Your HKT Smart Warranty 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

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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.

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