

### **Choice of Removal Service (Exclusive for eye3 Smart Communications Service only)**

Record of choice of removal service made by customer under the Product Eco-responsibility (Regulated Electrical Equipment) Regulation for Regulated Electrical Equipment.

<b>1. Customer Details*</b>		(*Mandatory)
Application Number		
Application Date		
Name of Contact Person		
Contact Number		

<b>2. Customer's Choice of Removal Service</b> (please X the appropriate box)		
Option 1	<input type="checkbox"/>	I do not require any removal service.
Option 2	<input type="checkbox"/>	I choose the statutory removal service.
Option 3	<input type="checkbox"/>	I will consider and contact you should I decide that I require the removal service on or before _____ (within 3 days after the date of payment of the Regulated Electrical Equipment I purchased). No upgraded removal service is available under this option.

<b>3. Type of Regulated Electrical Equipment ("REE") and Quantity</b>	
REE	Total No. of REE
Computer (Tablet)	

<b>4. Additional Information (if any)</b>

<b>5. Personal Information Collection Statement</b>
<p>The personal data and other information (collectively, "<b>Data</b>") that you provided as a result of or in connection with this Removal Service are collected, used and retained by the relevant service provider(s) of this Removal Service, being one or more of the members of the Group (being, HKT Limited and PCCW Limited and their respective subsidiaries, affiliates and associated companies), including but not limited to Hong Kong Telecommunications (HKT) Limited, CSL Mobile Limited, PCCW Media Limited, MOOV (Hong Kong) Limited, PCCW OTT (Hong Kong) Limited, eSmarthealth Limited, HKT Education Limited, Club HKT Limited, HKT CSP Limited, HKT Payment Limited, HKT Financial (IA) Services Limited and Club Services (HKT) Limited (as the case maybe), in accordance with the requirements of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong), other applicable laws, rules and regulations relating to data privacy and the Privacy Statement of the HKT Group (<a href="http://www.hkt.com/legal/privacy.html">www.hkt.com/legal/privacy.html</a>) and of the PCCW Group (<a href="http://www.pccw.com/legal/privacy.html">www.pccw.com/legal/privacy.html</a>) (collectively, the "<b>Privacy Statement</b>"). The applicable terms and conditions of the Removal Service, the Privacy Statement, and this Personal Information Collection Statement all apply to and govern our collection, use and disclosure of your Data.</p> <p>Your Data is collected, may be used or maintained by and/or disclosed, at all times to the extent permitted under</p>

applicable laws, rules, regulations and licence requirements, to affiliates and/or related companies of the Group, their respective agents (including debt collection agent) and business partners, and/or applicable regulatory bodies or governmental authorities for purposes in connection with the Services, including without limitation processing your application, providing the Removal Service to you, enabling your access and retrieval of account information in relation to the Removal Service, and complying with applicable laws, rules, regulations and licence requirements.

Please note that in the event you do not provide the Data marked with asterisks we may not be able to provide you with the Removal Service.

Data not marked with asterisks is provided by you on a voluntary basis. In the event you choose not to provide such Data, your user experience may be affected if the requested Data is used to enhance or personalise the Removal Service offered or provided to you.

Where cookies are used to collect Data about visitors: Our websites and apps use cookies or similar tracking tools on your machine or device in order for us to, for example, personalise your user experience and/or maintain your identity across multiple webpages and/or Internet sessions. Our websites and apps are initially set up to accept cookies. You can opt-out of or delete historical cookies by changing the settings on your web or mobile browsers; however, if you do so, you may find that certain features on our websites and/or our apps do not work properly.

You are entitled to access, correct or enquire about the Data held by us about you. If you wish to access, correct or enquire about any Data held by us about you, you can do so by writing to the HKT Group's Privacy Compliance Officer (GPO Box 9896 or via email to: [privacy@pccw.com](mailto:privacy@pccw.com)) or the PCCW Group's Privacy Compliance Officer (GPO Box 9872 or via email to: [privacy@pccw.com](mailto:privacy@pccw.com)).

## 6. Terms and Conditions

- (1) With your subscription of HKT's eye3 Smart Communications Service, which comes with a tablet ("**eye3 Device**"), you may request for a free removal service (the "**Removal Service**") for the same type and quantity of unwanted item of the regulated electrical equipment (the "**REE**") as listed below, under the Producer Eco-Responsibility Ordinance (Chapter 603 of the Laws of Hong Kong):

•	Computer:	Generally including personal computer, desktop computer, tablet computer, laptop computer and notebook computer
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- (2) If there is a defect or fault of your eye3 Device and the same is caused by quality of materials or workmanship (excluding human damage), you may, subject to the terms and conditions of the Third Party Warranty (as defined below), return the eye3 Device to the supplier / manufacturer during the warranty period as specified in the Product Information Sheet ("**Third Party Warranty**") for repair or replacement, so long as you return the eye3 Device with all its included accessories and packaging along with the original sales invoice and a recycling label. You may be required to pay for the repair / replacement costs and/or other administrative fees in respect of the defective eye3 Device or part.
- (3) The Removal Service will be arranged by Hong Kong Telecommunications (HK) Limited ("**HKT**") upon your request and provided by the collector and/or recycler authorised by HKT, subject to the policy of such collector and/or recycler. References to "**we**", "**us**" and "**our**" are references to HKT and/ or its affiliates (being the HKT Limited and its subsidiaries) ("**Affiliates**").
- (4) The Removal Service is only applicable to premises in Hong Kong.
- (5) If you choose Option 2, any request for change of date, time and/or premises for removal of the unwanted item of REE must be provided with not less than two (2) working days' notice to us. Such request can only be made once only.
- (6) If you choose Option 3, you can request for a change of choice within three (3) days after the date of payment of the REE you purchased from us by contacting us within such 3-day period.
- (7) You will, as soon as possible, inform us of any change of address or any other particulars provided to us which may affect our arrangement of this Removal Service to you.
- (8) All unwanted item of REE at your premises will be removed on the agreed date and time. It will not be returned after removal.
- (9) The unwanted item of REE must stand-alone and be free from other connections or obstacles.
- (10) The collector and/or recycler may, at its sole discretion, refuse to remove the unwanted item of REE for any reason whatsoever, including but not limited to hygiene issues (e.g. rancid foods, presence of cockroaches and ants etc.).
- (11) No Removal Service will be provided on Sundays and public holidays. In the event of a Black Rainstorm Warning /

Tropical Cyclone Warning Signal No. 8 or above, the Removal Service will be suspended and rescheduled to a date and time agreed between you and the collector and/or recycler.

- (12) Your use of Removal Service is at your own risk. We and our agent shall not be liable to for any delay or failure to perform any obligation if the delay or failure is due to a cause beyond our reasonable control, including, without limitation, accident, weather conditions and traffic conditions.
- (13) Except in the case of our gross negligence or willful misconduct, we and our agents will have no liability for any damage to, or loss of any of your property while we are engaged in removing the REE from any cause whatsoever.
- (14) Except as expressly provided in this terms and conditions, we disclaim any representations, warranties conditions or other terms, express or implied, by statute, collaterally or otherwise, including but not limited to implied warranties, conditions, or other terms of fitness for a particular purpose or reasonable care and skill.
- (15) Save as provided below, we disclaim all and will not be liable in contract, tort (including, without limitation, negligence) or otherwise arising in connection with the Removal Service:
  - (i) consequential, indirect or special loss or damage;
  - (ii) any loss of goodwill or reputation;
  - (iii) loss of data; and/or
  - (iv) any economic losses (including loss of revenues, profits, contracts, business or anticipated savings), in each case, even if we have been advised of the possibility of such loss or damage and howsoever incurred.
- (16) To the extent permissible by law and save and except herein provided, we will not be liable to you in relation to this Removal Service.
- (17) You will indemnify, hold harmless, and defend us, our agents and employees, from all claims, suits, demands, actions, proceedings or causes of action whatsoever that are hereafter brought or made by others arising out of, or connected in any way with the Removal Service of the REE, other than claims based upon the gross negligence or willful misconduct of us, our agents or employees. This indemnity obligation specifically extends to any actions, orders, penalties, or enforcement procedures made or brought by any governmental agency in connection with any REE.
- (18) Save for HKT's Affiliates, no other person who is not a party to these terms and conditions has any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce and/or benefit any of these terms and conditions.
- (19) We may amend, edit, or make any changes to these terms and conditions at any time without prior notice.
- (20) In case of any dispute, our decisions are final.
- (21) These terms and conditions are governed by the laws of Hong Kong Special Administrative Region of the People's Republic of Chinese.

Customer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

閣下購買的 **eye3** 服務平板電腦乃《產品環保責任條例》（第 603 章）所指的受管制電器。該條例就該產品徵收每部 **HK\$15** 的循環再造徵費。如閣下欲棄置屬相同類別的舊電器，可選用除舊服務。舊件一經收取，恕不退回。有關除舊服務詳情，請參閱 <http://www.hkt-eye.com/weee>。

Since a tablet is included in your **eye3** Service and tablets are regarded as a regulated electrical equipment under the Product Eco-responsibility Ordinance, a recycling levy of HK\$15 per tablet is imposed under that Ordinance. If you want to dispose the same type of unwanted item, you may choose for a free Removal Service. Once removed, the unwanted item will not be returned. For details of this free Removal Service, please refer to <http://www.hkt-eye.com/weee>.