

HKT Smart Warranty Application
SECTION A CUSTOMER'S AGREEMENT AND SIGNATURE
<p>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 Statement (available on http://www.hkt.com/legal/privacy.html). I agree to pay for all the charges in connection with my application and purchase of the HKT Smart Warranty. I authorise and instruct FWD General Insurance Company Limited to access on my behalf my relevant service accounts supported by the HKT Group and/or the PCCW Group, including customer name, residential telephone number, HKT Smart Warranty Service Plan code, plan details and invoice number, product model, purchase date and price, and other necessary information to complete the registrations and manage the HKT Smart Warranty, but not 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.</p>
<p>Customer's Signature:</p> <p>X</p>
SECTION B TERMS AND CONDITIONS OF THE HKT SMART WARRANTY
<ol style="list-style-type: none"> The HKT Smart Warranty you 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 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. The Contract shall cover one (1) piece of eligible product purchased from us (as indicated in this Application) ("Product"), which Product must be for your domestic and personal use in Hong Kong. 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. The term of the Contract of the HKT Smart Warranty ("Term") shall be for one (1) / two (2) 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 may be different, their respective expiry date of the Term shall fall on the same date. 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"). 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. 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 Maintenance Balance (which amount is indicated above 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. 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, <u>Provided</u> always that the amount of our reimbursement shall be limit to, and shall not in any way exceed, your remaining Maintenance Balance for the failed / defective Product at the material time. If, at any time during the Term, your remaining 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 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. 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 this Application (as the case may be) ("Maintenance Balance"). After each repair of the Product during the Term under the Contract, your 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 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 Maintenance Balance before that repair will be carried out. Your HKT Smart Warranty and eye3 Service are non-severable services during the commitment period of your eye3 Service ("Commitment Period"). If your eye3 Service is terminated for whatever reason during the Commitment Period, your HKT Smart Warranty shall be terminated at the same time.

refund of any part of the One-off Service Charge so paid will be made. If you are paying by instalments, you will be liable to pay immediately on demand an early termination charge for the HKT Smart Warranty, equivalent to your Monthly Service Charge times the remaining month(s) of the Term at the time of the termination (whereby less than one month will be regarded as one whole month for calculation purpose) ("**SW Early Termination Charge**"). So long as you have not terminated your **eye3** Service during the Commitment Period, your HKT Smart Warranty will continue until the expiry of the Term, whether or not you continue to use **eye3** Service after expiry of the Commitment Period.

11. 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;
 - (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.
12. 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.
13. If requested, 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 Maintenance Balance. For the avoidance of doubt, the Door-to-Door Service is only available if the failed / defective Product 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 LG / Samsung Tablet.
14. 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.

Additional provisions applicable to Instalment Plan

15. If you fail to pay any charge for the HKT Smart Warranty by its due date for whatever reason, we may terminate the Contract immediately with or without prior notice to you and you will be liable to pay immediately on demand the SW Early Termination Charge.
16. If you move the service installation address of your **eye3** Service to another location and the **eye3** Service installed at your old service installation address is unavailable at your new address or it is not possible for us to provide the **eye3** Service using our reasonable endeavours to do so, you may choose to continue using the **eye3** Service at the old service installation address or end the unavailable **eye3** Service. If you decide to end the unavailable **eye3** Service or if your **eye3** Service is terminated for whatever reason, your HKT Smart Warranty shall continue upon its relevant terms and conditions despite the termination of your **eye3** Service.

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

SECTION C 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, novated or transferred to any party. We may at any time assign, novate, sub-contract, transfer or otherwise dispose of any or all of our 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 or entity 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.