

## **i-GUARD PHONE & TABLET REPAIR PLAN TERMS AND CONDITIONS (for HKT Care Gadget 360 Customer)**

You should read these Terms and Conditions carefully. Any reimbursement made by You will be subject to these Terms and Conditions and the HKT Privacy Statement.

### **SECTION 1 – DEFINITIONS**

**Accidental Damage** means physical breakage, destruction or failure of the Handset due to an unforeseen event which causes physical damage to the Handset and that prevents it from operating correctly. Accidental Damage extends to include damage as a result of the Handset being in contact with water and other liquids.

**Affiliates** means any entity which directly or indirectly controls, or is controlled by, or is under common control with, HKT, where control means the control or ownership of at least fifty percent (50%) of the voting power of securities or interests in such entity.

**Breakdown/Breaks Down** means a sudden unforeseeable internal mechanical or electronic defect causing the actual breaking or burning out of a part causing the failure of the Handset to operate as intended by the manufacturer.

**Consumables** means items such as batteries, chargers, memory cards, headsets, knobs, lids, filters and stylus, bulbs, tapes and diskettes or other regularly replaced products.

**Customer Information Form** means Your completed HKT Care Gadget 360 form for the **i-GUARD Phone & Tablet Repair Plan** together with these Terms and Conditions.

**Damaged Beyond Repair** means, in relation to Accidental Damage of a Handset, it has been confirmed by the mobile phone manufacturer or its appointed service centre to be damaged beyond repair or the cost of repair is greater than 75% of the Undiscounted Retail Price.

**Date of Delivery** means the date the Handset is delivered as stated in the service agreement or application form of HKT, Customer Information Form or the sales invoice of the Handset issued by HKT or its Affiliates.

**Date of Purchase** means the date the Handset is purchased as stated in the service agreement or application form of HKT, Customer Information Form or the sales receipt of the Handset issued by HKT, its Affiliates or any of the Designated Retailers.

**Designated Retailers** means the retailers as determined by us from time to time.

**Handset** means a mobile phone handset and tablet (including but not limited to iPad) capable of being connected to one or more networks operated by HKT, excluding any accessories, components, attachments or software that have been supplied with, or purchased additionally to the Handset.

**Handset Owner** means a customer of HKT who has purchased a Handset from HKT or a Designated Retailer and has in force a HKT service subscription plan in good standing in respect of the Handset as at the time of a Reimbursement.

**HKT** means Hong Kong Telecommunications (HKT) Limited (a company incorporated in the Cayman Islands with limited liability) and its Affiliates.

**Hong Kong** means Hong Kong Special Administrative Region of the People's Republic of China.

**Malicious Damage** means deliberate damage caused to Your Handset by a third party.

**Reimbursement** means a request for any of the entitlements and benefits under these Terms and Conditions.

**Reimbursement Amount** means the percentage of the repair or replacement costs (when the Handset is proven damage beyond repair) to be reimbursed under this Service Contract.

If the Reimbursement is approved:

- (i) 80% of the repair cost You pay to the Handset manufacturer's authorised repairer for repairing the damaged Handset as a result of Accidental Damage; and
- (ii) 20% of the repair cost You pay to the Handset manufacturer's authorised repairer will be borne by You and will not be reimbursed; and
- (iii) in the event of Handsets which are Damaged Beyond Repair, 60% of the Undiscounted Retail Price of the damaged Handset in year 1 and 25% of Undiscounted Retail Price of the damaged Handset in year 2 during the term of this Service Contract; and You must purchase a new replacement Handset with the same model from HKT.

**Resident** means a holder of Hong Kong identity card who is residing in Hong Kong.

**Service Contract** means the service contract of the i-GUARD Phone & Tablet Repair Plan.

**Service Fee(s)** means such fees, if any, whether in the form of monthly subscription or in one or more instalment(s), payable by You under this Service Contract.

**Term** means subject to Section 3 below, commencing on the date We receive Your validly completed application for subscription to this Service Contract in a form acceptable to Us and expiring on the earliest of twenty-four (24) calendar months from the date of receipt of your application, or the date of expiry or earlier termination of your HKT service subscription.

**Undiscounted Retail Price** means the price of Your Handset and without any subsidies as at the Date of Purchase of Your Handset as shown on the receipt.

**Underwriter** means FWD General Insurance Company Limited.

**We, Us** and **Our** refers to HKT Financial Services (IA) Limited.

**You** and **Your** refers to the owner of this **i-GUARD Phone & Tablet Repair Plan**.

## **SECTION 2 - SERVICE CONTRACT**

- 2.1 The Service Contract comprises Your Customer Information Form, subject to these terms and conditions, provides the services to pay for Your Reimbursement Amount of Your Handset in the event of Accidental Damage of the Handset resulting in the physical damage of the Handset that prevents it from operating properly.
- 2.2 The Handset must be a new Handset purchased from HKT or any of the Designated Retailers which may be updated on Our website from time to time. If You are an individual customer, You must sign up this Service Contract within thirty (30) days of the Date of Purchase of the Handset.
- 2.3 The Service Fees paid by You under the Service Contract is non-refundable or shall not be reimbursed to You.
- 2.4 This Service Contract will automatically terminate:
  - (i) Upon expiry of the Term ; or
  - (ii) In circumstances where You modify, alter, or change the Handset or sell or otherwise assign or transfer the ownership of the Handset to another person or entity; or
  - (iii) In the event that a reimbursement for Damaged Beyond Repair of the Handset is made by You and is settled by Us. However, You are responsible for the Service Fees under the Service Contract for the entire Service Contract period.
- 2.5 You must take all reasonable precautions to protect the Handset against damage and maintain it in a proper state of repair.

- 2.6 This Service Contract is personal to You and may not be assigned to any person or entity without our agreement.

### SECTION 3 - ELIGIBILITY AND REIMBURSEMENT

- 3.1 For the Handset to be eligible to be protected under this Service Contract, You must be an individual customer of HKT who has purchased the Handset from HKT, its Affiliates or any of the Designated Retailers, and continue to be a HKT service subscription plan individual customer throughout the term of this Service Contract. If You are an individual customer, You must be a Hong Kong Resident with the age of 18 or above; and You must submit to Us Your validly completed application for subscription to this Service Contract within thirty (30) days of the Date of Purchase of the Handset.
- 3.2 With respect to your Reimbursement under this Service Contract, You shall adhere to the procedures specified in this Service Contract or such other procedures We may specify from time to time. Adherence to these procedures by You shall be a condition precedent to recovery under this Service Contract.
- 3.3 Notice and sufficiency of Reimbursement  
Where any incident may give rise to a Reimbursement under this Service Contract,
- (a) the Accidental Damage must have occurred during the Term.
  - (b) in the event of Malicious Damage, You must report to the Police within forty-eight (48) hours of such incident, and obtain a Police report (where available);
  - (c) You are entitled to a maximum of one (1) month from the date of occurrence of the incident which may give rise to a Reimbursement under this Service Contract to return all the required documentation and to fully provide all information required by the Reimbursement Application Form to Us otherwise it will be deemed invalid;
  - (d) You must provide Us with, if requested, any supporting documentation or evidence to allow Us to assess the Reimbursement. By doing so, You are authorizing Us to pursue further enquiries in relation to the Reimbursement. If We have not received the supporting documentation or evidence within one (1) month of Your Reimbursement request, We will consider it to be expired and will be released from our obligations;
  - (e) in the event of an Accidental Damage Reimbursement request, You must remove the SIM-card and delete any personal data from the Handset before sending it to the manufacturer's authorised repairer;
  - (f) if You give misleading information to Us when making a Reimbursement, the Service Contract will be cancelled immediately and You may have to repay any Reimbursement Amount already paid to You. No refund of any Service Fees You paid for the Service Contract will be allowed and You will be liable for the Service Fees of the entire Service Contract period;
  - (g) if a Reimbursement for damage is declined by Us, then in the event of any subsequent Reimbursement being claimed by You for the Handset, You shall be required to provide evidence to Us that the Handset has been repaired by an authorized repairer before the occurrence of the event giving rise to such Reimbursement;
  - (h) We may require to take proceedings against any responsible third party at Our own expense and for Our own benefit but, where applicable, in Your name, to recover any payment We have made for repairing the Handset. You hereby assign to Us any relevant rights against such third parties. We are also entitled to receive all necessary information, documentation and assistance from You in relation to such proceedings.
  - (i) in the event of non-compliance by You with any of these Terms and Conditions, Your Reimbursement shall be deemed invalid.
- 3.4 You shall notify Us, in writing, of any Reimbursement application under this Service Contract following Accidental Damage of Your Handset by written notice within one (1) month of the occurrence of such event. Failure to give written notice will invalidate the Reimbursement. When providing such written notice of reimbursement application, You shall provide all information and documents in connection with such request for Reimbursement, including but not be limited to:
- a) Your name and contact information;
  - b) Your Hong Kong identity card number;
  - c) Handset Model/Type/IMEI Number;

- d) Date of damage;
  - e) Date of notification of Reimbursement;
  - f) Circumstances including the description of damage and the cause of damage;
  - g) The repair cost quotation and original invoice issued from the manufacturer's authorised repairer stating the actual repair cost paid by You; and
  - h) In the event of a Handset which is Damaged Beyond Repair, the original purchase receipt of the new replacement Handset from HKT.
- 3.5 If the Reimbursement is for a Handset which is Damaged Beyond Repair, You shall return to Us if so requested by Us the charger and the damaged Handset. Upon a Reimbursement being settled by Us, ownership of, and title to, such items shall vest in Us.
- 3.6 If a Reimbursement is made under this Service Contract, We may settle such Reimbursement by a cheque payable to You or via Your HKT billing account. You shall fully cooperate with Us in Our handling of Your Reimbursement. If You lost the cheque, We may charge You a handling fee as determined by Us at Our sole discretion for re-issuing the cheque.
- 3.7 There is no limit on the number of Reimbursements, except for the case of Damaged Beyond Repair where You will only be entitled to one (1) Reimbursement and no subsequent Reimbursement is allowed under this Service Contract.
- 3.8 We shall not entertain or be liable for any settlement of Reimbursement Amount when there is any due and outstanding fee owed by You to Us.

#### **SECTION 4 - EXCLUSIONS FROM SERVICES**

This Service Contract does not apply to any Handset or any Reimbursement which may arise from or in connection with any of the following:

- (a) Any Handsets that are still covered by the manufacturer's original warranty, repairer's warranty, or any other warranty in effect.
- (b) Any defects that are subject to manufacturer's recalls.
- (c) Any costs incurred as per the manufacturer's recommended routine maintenance, inspection, cleaning, lubrication, adjustments or alignments.
- (d) Non-operating and cosmetic items (including but not limited to damage such as crack or scratch mark on the back of the Handset), or product finish, and any matter or damage not affecting the Handset's normal operation or functionality; consumables, accessories used in or with the Handset; audio and video external cables and cords; add on options incorporated.
- (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. Any damage occurring after repairs made by non-authorized repairers or service centres to the Handset.
- (f) External faults such as wiring, electrical connection or plumbing, power voltage or current, realigning of signal receivers (poor receptions).
- (g) Malicious Damage unless the incident having been reported to the Police within forty-eight (48) hours of such incident;
- (h) Any damage or Breakdown directly or indirectly caused by or attributable to:
  - (i) any malfunction or Accidental Damage resulting from incorrect installation or re-installation, faulty software or programming, or otherwise not following the manufacturer's operating or guidance instructions;
  - (i i) wear and tear or gradual deterioration of the Handset, or any damage that cannot be attributed to a single event;
  - (i i i) humidity, sweat, corrosion, rust, condensation or evaporation, dampness, dust or change in temperature, unless directly attributed to sudden and unforeseen damage (excluding accidental contact with water or any other fluids);
  - (i v) any willful act, misuse or negligent use of the Handset by You or anyone authorized by You to use the Handset;
  - (v) any unlawful act committed or attempted by You or by anyone authorised by You to use the Handset;
  - (v i) as a result of any competitive sports activity;

- (v i i) if the Handset is being used whilst operating a vehicle of any type (including motor-cycles);
- (i) Any loss or unexplained disappearance or misplacing of the Handset;
- (j) Any damage directly or indirectly caused by or attributable to:
  - (i) natural disasters, including (but not limited to) fire, flood, earthquake, storm, lightning, hurricane, tsunami or other natural disaster;
  - (i i) war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, nationalization, confiscation, requisition, seizure or destruction by the government or any public authority;
  - (i i i) ionizing radiations or contamination by the radioactivity from any nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
  - (i v) pressure waves caused by aircraft or other aerial Handsets traveling at sonic or supersonic speeds;
  - (v) terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- (k) Any damage where:
  - (i) You cannot present the Damaged Handset;
  - (i i) the IMEI number cannot be identified and the nature of the damage does not substantiate damage to the IMEI number;
  - (i i i) the number has been tampered with IMEI
- (l) Consequential damage or loss in relation to any of the foregoing.

## **SECTION 5 - PERSONAL INFORMATION**

- 5.1 You authorize Us to collect Your personal information, including but not limited to Your name, Hong Kong identity card number (or relevant identity document number), date of birth, age, email address, contact details, mobile phone number, Handset brand, Handset model and IMEI number to enable Us to perform Our obligations under this Service Contract. You also authorize Us to pass such information on to any third party providing or arranging for the provision of the Handset repair cost reimbursement services indicated in this Service Contract and to the Underwriter(s) from whom We have purchased cover for our liabilities under this Service Contract.
- 5.2 You agree that We may use Your personal information for the purposes set out in Our HKT Privacy Statement which is available on Our website ([www.hktcare.com](http://www.hktcare.com)), and that this may be amended by Us from time to time by posting an updated version on Our website.

## **SECTION 6 – TERMINATION**

- 6.1 This Service Contract may be terminated with immediate effect by Us without prior notice to You upon the occurrence of any of the following events:
- a) Your service subscription plan with HKT is terminated;
  - b) Your service subscription plan with HKT has been transferred to another person or entity; and/or You are not the Handset and HKT active service user;
  - c) any Service Fees are not paid in full and remain overdue for two (2) consecutive months;
  - d) You are in breach of any of the terms of this Service Contract or guilty of fraud or misrepresentation in Your dealings with Us.
- 6.2 We may also terminate this Service Contract without cause at any time by giving You at least thirty (30) days' prior notice.
- 6.3 Upon termination of this Service Contract, neither You or Us shall have any liability to the other, but without prejudice to any rights and obligations which have accrued prior to termination of this Service Contract. Any outstanding Service Fees, if any, must be settled by You immediately.

## **SECTION 7 – VARIATIONS**

We are entitled to vary, amend, delete or add to any or all of these Terms and Conditions at any time. Such amendments will be effective immediately (unless We advise otherwise) and incorporated into these Terms and Conditions. You are responsible for checking these Terms and Conditions periodically for changes. Your continued use of the i-GUARD Phone & Tablet Repair Plan constitutes Your acceptance of such amendments to these Terms and Conditions, which shall supersede all previous versions of the Terms and Conditions.

## **SECTION 8 - GOVERNING LAW**

This Service Contract shall be governed by the law of Hong Kong.

Any terms of this Service Contract which are in conflict with the applicable statutes, laws or regulations of Hong Kong are deemed amended to conform to such statutes, laws or regulations. It is agreed that this Service Contract does not apply to the extent that trade or economic sanctions or other similar laws or regulations prohibit the coverage of this Service Contract.

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In case of discrepancies between the English and Chinese versions of these Terms and Conditions, the English version shall apply and prevail.

## 嘉保手機及平板電腦維修計劃條款及細則 (HKT Care Gadget 360 客戶適用)

閣下應仔細閱讀本條款及細則。閣下提出的補貼申請將受本條款及細則及香港電訊私隱聲明所約束。

### 1. 釋義

「**意外損毀**」指手機因突然、不可預見及出乎意料之意外而引致的實質破損、毀壞或失效而導致其不能正常操作。意外損毀延伸至包括手機因與水或其他液體接觸而引致的損毀。

「**聯營公司**」指任何直接或間接控制或受香港電訊控制或與香港電訊有共同控制權的實體，其中控制權指控制或擁有證券或權益的至少百分之五十（50%）投票權的實體。

「**故障**」指因突然且不可預見的機械或電子故障而引致手機某部份的實際破裂或燒壞並導致手機不能按製造商的原意正常操作。

「**消耗品**」包括但不限於電池、充電器、記憶卡、耳機、旋鈕、手機蓋、濾光鏡、手機觸控筆、燈泡、錄音影帶、磁碟或其他經常替換之物品。

「**客戶資料記錄表**」指閣下就嘉保手機及平板電腦維修計劃而填寫的 HKT Care Gadget 360 客戶資料記錄表連同本條款及細則。

「**損毀至無法修復**」指意外損毀的手機或平板電腦被手機製造商或其指定服務中心確認為無法修復或維修費用高於手機的「不含折扣零售價」的 75%。

「**交付日期**」指根據服務協議或香港電訊服務申請表、客戶資料記錄表或香港電訊或其聯營公司發出的銷售發票上列明的手機交付日期。

「**購買日期**」指根據服務協議或香港電訊服務申請表、客戶資料記錄表或香港電訊、其聯營公司或任何指定零售商發出的銷售收據上列明的手機購買日期。

「**指定零售商**」指由我們不時決定之零售商。

「**手機**」指手提電話手機及平板電腦（包括但不限於 iPad），可連接至香港電訊營運的一個或多個網絡設備，但不包括任何購買手機時提供或增購的配件、零件、附件或軟件。

「**手機用戶**」指香港電訊服務登記客戶，從香港電訊或指定零售商購買手機，並於申請補貼時仍然為香港電訊服務註冊用戶。

「**香港電訊**」指香港電訊有限公司（一家於開曼群島註冊成立的有限公司）及其聯營公司。

「**香港**」指中華人民共和國香港特別行政區。

「**蓄意破壞**」指由第三者對閣下的手機造成的蓄意破壞。

「**補貼**」指根據本條款及細則包括的利益所提出的申請。

「**補貼金額**」指根據服務合約將補貼維修或更換費用及於手機「**損毀至無法修復**」而需補購時的比例，即：若補貼獲批核：

- i. 手機因意外損毀導致閣下將損毀手機交由手機製造商的指定維修商進行維修，補貼80%閣下所支付的維修費用，及
- ii. 20%閣下向指定維修商支付的維修費用將由閣下自行承擔而不會獲補貼，及
- iii. 當手機「損毀至無法修復」，於本服務合約期限第一年内補貼損毀手機的不含折扣零售價的60%；於第二年為不含折扣零售價的25%；而閣下須於香港電訊補購同一型號手機。

「居民」指香港身份證持有人並居住於香港。

「服務合約」指嘉保手機及平板電腦維修計劃服務合約。

「服務收費」指閣下根據本服務合約應付的有關費用（如有），無論是以月費或以一期或多於一期付款的形式。

「期限」指受以下第3條限制，從我們收到閣下有效填妥的本服務合約申請表（以我們可以接受的形式）當日起計二十四（24）個月或香港電訊服務計劃屆滿日或提前終止日到期，以最早之日為準。

「不含折扣零售價」指收據上列明閣下的手機於購買日期當天不含任何折扣的價格。

「保險公司」指富衛保險有限公司。

「我們」指 HKT Financial Services (IA) Limited。

「閣下」指本嘉保手機及平板電腦維修計劃的購買者。

## 2. 服務合約

- 2.1 本服務合約由閣下的客戶資料記錄表以及本條款及細則構成，在閣下的手機遭受意外損毀引致實質損毀使其未能正常操作的情況下向閣下支付補貼金額。
- 2.2 手機須為於香港電訊或於我們的網站不時更新的任何指定零售商購買的新手機。若閣下為個人客戶，須於購買手機後起計三十（30）日內簽訂本服務合約。
- 2.3 閣下於本服務合約所繳交的服務收費將不獲退款或退還予閣下。
- 2.4 本服務合約將於下列情況下自動終止：
  - i. 於期限屆滿；或
  - ii. 閣下將手機改造、改動或改變，或閣下將手機出售或將手機的擁有權轉讓予他人或其他機構，本服務合約下的任何利益及權益將即時終止；或
  - iii. 若閣下獲取因「損毀至無法修復」的手機更換補貼，而我們已支付補貼金額。然而，閣下須支付服務合約餘下合約服務期間的所有服務收費。
- 2.5 閣下必須使用一切合理的措施保護或維護受保的手機。
- 2.6 本服務合約屬閣下個人所有，未經我們同意不得轉讓給任何人或其他機構。

## 3. 資格及補貼

- 3.1 為使手機符合資格納入本服務合約，閣下須為自香港電訊、其聯營公司或任何指定零售商購買手機的香港電訊個人客戶，並於本服務合約期限內一直為香港電訊個人用戶。若閣下為個人客戶，須為年滿十八(18)歲的香港居民，並須於購買手機日期後起計三十(30)日內向我們提交閣下有效填妥的本服務合約申請表。
- 3.2 就處理本服務合約下的補貼申請而言，閣下須遵照本服務合約訂明的程序，或我們不時訂明的其他程序。閣下遵照該等程序是根據本服務合約獲取補貼的先決條件。
- 3.3 補貼申請之通知及條件  
當發生任何根據本服務合約將引致補貼申請之事故時，閣下必須：
- 證明手機的意外損毀必須在期限內發生。
  - 當閣下發現蓄意破壞事故的四十八(48)小時內向警方報案及索取報案紙(如適用)；
  - 當發生根據服務合約將引致補貼申請之事故，閣下須在事故發生日期一(1)個月內遞交所有所需文件及提供所有於補貼申請表上註明的所需資料，否則有關補貼申請將會無效；
  - 若有需要，向我們提供補充文件或證據以令我們能審核有關補貼申請。閣下此舉是授權我們就補貼申請獲取進一步資料。如我們於閣下提出補貼申請之一(1)個月內未能收悉所需補充文件或證據，有關補貼申請將會逾期而我們對此補貼並沒有任何義務；
  - 當閣下提出意外損毀補貼時，閣下應將損毀手機送交製造商的指定維修商前，先行從手機移除 sim 卡及刪除任何個人資料；
  - 若閣下於提出補貼申請時向我們提供誤導性資料，本服務合約將即時終止，閣下並可能需要退回任何已向閣下支付的補貼金額。閣下就服務合約支付的任何服務收費不會獲退款且閣下必須支付服務合約整個期間的服務收費；
  - 倘若我們曾拒絕一項補貼申請，當閣下其後向我們就手機提出另一項補貼申請時，閣下將被要求提供手機已於引致本次補貼的事故前已被指定維修商完成維修的證據；
  - 我們可能會自費並基於我們的利益，於合適的情況下以閣下之名義向任何須負責任的第三者提出訴訟以討回我們就維修手機所支付的費用。閣下僅此向我們轉讓向該第三者追討之權利。我們亦有權從閣下取得任何與訴訟有關之必須資料、文件及協助。
  - 若閣下違反任何上述補貼申請之條件及本條款及細則，閣下的補貼申請將視為無效。
- 3.4 若發生意外損毀，閣下須於有關事件發生後一(1)個月內以書面方式向我們通知根據本服務合約作出的任何補貼申請。若未能作出書面通知，則會使補貼申請無效。當作出補貼申請的書面通知時，閣下須提供與該補貼要求有關的所有資料及文件，包括但不限於：
- 閣下的姓名及聯絡資料；
  - 閣下的香港身份證號碼；
  - 手機型號／類別／機身編碼；
  - 損毀日期；
  - 通知補貼申請的日期；
  - 損毀詳情及因由；及
  - 由製造商的指定維修商發出的維修費用報價及註明閣下實際支付維修費用金額的收據正本；及
  - 於手機「**損毀至無法修復**」時，閣下自香港電訊補購新手機的購買收據正本。
- 3.5 若為「**損毀至無法修復**」的補購申請，如我們有要求時，閣下須將手機的充電器及損毀的手機交還我們。我們支付補貼金額後，該等財物的所有權及業權將歸我們所有。
- 3.6 若根據本服務合約作出補貼，我們會以支票形式或經閣下的香港電訊服務帳戶向閣下支付補貼。閣下須全面配合我們處理閣下的補貼申請。若閣下遺失支票，我們可能會就重發支票而向閣下收取由我們全權酌情決定之手續費。

3.7 在本服務合約期間就閣下的手機可作無限次申請補貼，唯獨於手機「損毀至無法修復」時，閣下的手機只可作一(1)次申請補貼及隨後的補貼則不予受理。

3.8 若閣下有任何到期及欠付我們的費用，則我們不會接受亦沒有義務作出任何補貼。

#### 4. 服務的除外情況

本服務合約不適用可能由於或源於以下任何事項的任何手機或補貼：

- a. 該手機/平板電腦仍然在製造商的原廠保養、維修商的保養或任何其他仍然生效的保養範圍內；
- b. 產品瑕疵或於購買時存在的不良狀況並應被原廠製造商召回；
- c. 按照製造商建議的一般定期維修、檢查、清潔、潤滑或加油、調整或校準所引致的任何費用；
- d. 不影響手機功能的外觀上損壞(包括但不限於手機底部爆裂或刮花磨損)，包括但不限於產品外型、其他不影響手機正常操作或功能的損毀、消耗品、置於手機內或與手機一併使用的配件、影音用途的外在電線或電話線、任何附加選項；
- e. 軟件(包括操作系統及任何儲存數據)、任何因軟件安裝或移除、電腦病毒、病毒預防及其他周邊或外部軟件所引致的故障。任何由非指定維修商進行維修後發生之損毀；
- f. 外部因素，如配線錯誤、電源接駁或充電位置裝設不當、電壓規格不符、訊號接收調整(由於訊號接收不佳)等所引起之任何損失；
- g. 如因惡意破壞而導致之任何損毀，除非在事件發生後四十八(48)小時內已向警方報告；
- h. 以下情況下之任何損毀或故障：
  - (i) 任何不當操作或因不正確的安裝或重新安裝、軟件或程式故障所導致的意外損壞；
  - (ii) 手機損耗或逐漸惡化，或任何不能歸因於一事件所引起之任何損壞；
  - (iii) 濕度、汗液、腐蝕、生鏽、冷凝、蒸發、潮濕、多塵或溫度變化，除非是在突發性和不能預見的情況下引致之損毀(但不包括意外接觸水或液體)；
  - (iv) 因閣下或閣下授權使用手機的人士故意，誤用或疏忽使用有關手機；
  - (v) 因閣下或閣下授權使用手機的人士的非法行為；
  - (vi) 因任何競技運動活動導致之有關損毀；或
  - (vii) 於操作車輛或任何類型的汽車時使用手機(包括電單車)；
- i. 手機因誤放或不明原因下消失；
- j. 以下情況直接或間接引致的損毀：
  - (i) 因自然災害包括但不限於火災、水災、地震、風暴、閃電、颶風、海嘯等天然災變所致之損害；
  - (ii) 戰爭、侵略、外國敵意(不論宣戰與否)、內戰、叛亂、革命、暴動、軍事政變、篡奪政權、國有化、沒收、徵用侵占、破壞政府或任何公共機構的行為；
  - (iii) 任何核廢料、任何爆炸性核組件、其核組件的放射性、有毒、易爆、其他危險性質的燃燒、電離輻射或污染放射因飛機、超音速飛行造成之壓力而導致之有關損；
  - (iv) 因飛機或其他飛行工具以超音速移動引致的壓力波；或
  - (v) 因恐怖主義引致，無論任何其它原因或事件同時導致有關損失；
- k. 以下情況下之任何損毀：
  - (i) 閣下未能出示損毀手機；
  - (ii) 手機的機身編碼未能被識別而有關損毀並不會破壞機身編碼；或
  - (iii) 手機的機身編碼遭擅自修改
- l. 與以上各項有關的任何後續損毀或損失。

#### 5. 個人資料

- 5.1 閣下授權我們收集閣下的個人資料，包括但不限於閣下的姓名、香港身份證號碼（或其他身份證明文件號碼）、出生日期、年齡、電郵地址、聯絡電話、流動電話號碼、手機品牌、手機型號及機身編碼，以便我們履行我們於本服務合約內的義務。閣下亦授權我們將有關資料轉交任何提供或安排提供本服務合約所述的手機維修費用補貼服務的第三方，以及轉交我們就我們於本服務合約內的義務向其投保的保險公司。
- 5.2 閣下同意，我們可將閣下的個人資料用於香港電訊私隱聲明所載的用途。私隱聲明已載於我們的網站刊載([www.hktcare.com](http://www.hktcare.com))，閣下可透過我們的網站得到我們不時修訂的更新版本。

## 6. 終止

- 6.1 若發生以下任一事件，則我們可即時終止本服務合約而不向閣下作出事先通知：
- a. 閣下與香港電訊訂立的服務計劃終止；
  - b. 閣下的香港電訊服務計劃已轉讓予另一人士，及／或閣下並非手機及香港電訊服務計劃的用戶；
  - c. 任何服務收費未悉數支付且連續拖欠兩(2)個月；或
  - d. 閣下違反本服務合約的任何條款或閣下在與我們的來往中有欺詐或失實陳述。
- 6.2 我們亦可向閣下作出至少三十(30)日的事先通知後隨時終止本服務合約。
- 6.3 於本服務合約終止後，閣下或我們均不對另一方承擔任何責任，但不損害於本服務合約終止之前已產生的任何權利及義務。

## 7. 修訂

我們有權隨時變更、修改、刪除或添加任何或所有本條款及細則。該等修訂將立即生效(除非我們另行通知)並納入本條款及細則。閣下有責任定期查閱本條款及細則的變更。閣下於該等變更生效後繼續使用嘉保手機及平板電腦維修計劃，將視為接受該等條款及細則的修訂，該等條款及細則將取代所有先前版本之條款及細則。

## 8. 規管法律

本服務合約受香港法律管轄。

若本服務合約的任何條款與香港的適用法規、法律或規例有抵觸，則被視為已作出修訂以符合該等法規、法律或規例。雙方同意，在貿易或經濟制裁或其他類似法律或規例禁止本服務合約的保障的範圍內，本服務合約不適用。

2020年1月版本

若本條款及細則中、英文版本有歧義，一概以英文版本為準。