

Copies of Terms and Conditions are available upon request at SmarTone Stores or by calling 24-hour hotline or retrieved from web site smartone.com.

**Terms and Conditions T&C H22A  
(Contract terms for HomePhone+ - HelpNow)**

The following terms and conditions are supplemental to the Sales and Services Agreement and the Company's terms and conditions for the fixed-line service. Please refer to T&C H01-03 published at smartone.com.

**1) Term**

1.1 The contract term is 24 months ("Term") and start from the service effective date.

**2) Service Plan**

2.1 The Customer shall use the following Service Plan as specified in the Sales and Services Agreement during the Term:

Service Plan	Monthly Fee	Service Features
HelpNow	\$38	Provide 24-hour emergency assistance service in case of need: 1. notify three contact persons and/or the management office of the building on the latest condition of the user during emergency; 2. call or contact the Police or Firemen or ambulance for on site assistance; 3. provide medical history to the ambulance personnel.

**3) Rebate**

3.1 Credit Amount and Payment Method:

Rebate	Credit Arrangement	Liquidated damages (HK\$)
\$240	Total Credit Amount of \$240 over 24 months (\$10 x 24 months)	\$38 x remaining months of the Term

3.2 The Credit Amount paid by the Company will only be applied by the Company to meet the Customer's payment obligations to the Company in respect of the Customer's Account. However, the Customer cannot set-off any other sum payable to the Company against any part of the Credit amount payable by the Company to the Customer's Account.

3.3 The Rebate cannot be exchanged for cash.

3.4 The Customer shall not be entitled to the Rebate and shall pay the Company liquidated damages (\$38 x remaining months in the Term ) upon the occurrence of any of the following events before the expiry of the Term:

- (i) if the Customer changes to a service not specified above; or
- (ii) if the Customer terminates the HelpNow service; or
- (iii) if the Customer changes the number or the registered name for the Services; or
- (iv) if the Services is terminated or disconnected for whatever reason.

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#### **4) HelpNow service (“the Service”)**

- 4.1 The Service is only available to Customers or users designated by the Customer (“User”) who have subscribed the Company’s HomePhone+.
- 4.2 The HelpNow Response Team shall provide assistance in response to request from the Customer or User and may call other service providers such as police, fire service, ambulance service or any other institution, organization or company that the HelpNow Response Team considers fit in the circumstances (“Third Party Service Providers”) by the quickest possible means to assist the Customer or the User. However, the Company does not guarantee that these Third Party Service Providers will respond in a timely manner or at all. The Company may also record and monitor the conversation between the HelpNow Response Team, the Customer or the User and the Third Party Service Providers.
- 4.3 It is the Customer’s or User’s responsibility to ensure the accuracy of the information provided to the Company. If there are any changes in the Customer’s information after the application for the Service, the Customer must immediately notify the Company to update the information.
- 4.4 The Customer or User shall be liable for any special, direct, indirect or consequential losses suffered by the Customer or any other persons as a direct or indirect result of contacting the police, firemen or ambulance for on site assistance.
- 4.5 The Company reserves the right to amend the terms of the Service from time to time.

#### **5) Rights of the Company**

- 5.1 In case of any abuse of the Service or if the Customer fails to comply with any of the obligations specified above, the Company shall have the right in its absolute discretion to terminate the Service to the Customer without notice.

#### **6) Personal Data (Privacy) Ordinance**

- 6.1 The privacy of the Customer is important to the Company. The Company has developed a Privacy Policy that covers how it collects, uses, discloses, transfers and stores customers’ information. Please visit the website at smartone.com for full details of the Company’s Privacy Policy.

#### **7) Applicable Law**

- 7.1 Customers should comply with the laws of the Hong Kong Special Administrative Region applicable for the use of the Service.
- 7.2 The Customer expressly agree to the exclusive jurisdiction of the courts of Hong Kong Special Administrative Region for any disputes over the use of the Service.

#### **8) Limitation of Liability**

- 8.1 The Company undertakes to exercise due care and diligence when contacting the Third Party Service Providers to assist the Customer or the User. The Company assumes no responsibility for any advice given by such Third Party Service Providers and the Customer and the User shall not have any recourse against the Company by reason of its contact with the Third Party Service Providers or other determination resulting therefrom.
- 8.2 The Company does not assume any liability for:
  - 8.2.1 any interpretation of coverage of the Service;
  - 8.2.2 fraud committed by or misrepresentation made by the Customer/User;
  - 8.2.3 any information or data given by a Customer or the User;
  - 8.2.4 any errors, defects, problems or mistakes in the data or information provided by the Company or the Third Party Service Provider through the Service.

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- 8.3 The Company shall under no circumstances be liable whether in contract, tort, statute or otherwise (including without limitation for negligence, breach of contract, defamation) for any special, direct, indirect or consequential loss or damage (including without limitation, loss of revenue or goodwill) which is suffered, sustained or incurred by the Customer, or any person arising directly or indirectly from or out of or relating to the Service.