

**Terms & Conditions: T&C HR01**

**GENERAL TERMS AND CONDITIONS**

Connected Health Limited leverages on existing and emerging wireless technologies, smart mobile devices, connected medical and other devices, mobile broadband technologies, cloud technologies, social technologies and any other new technologies to create, design, implement and orchestrate services and equipment for the delivery of solutions for healthcare problems, lifestyle and health management. It seeks to transform the delivery of healthcare, disease management and consumer engagement with clinicians and all the support services, improving their effectiveness and efficiency.

**ACCEPTANCE OF TERMS**

1. This is an agreement between Connected Health Limited (“the Company”) and the customer (“the Customer”), a user of the Services. BY USING THE SERVICES THE CUSTOMER ACKNOWLEDGES AND AGREES TO THESE TERMS AND CONDITIONS. If the Customer does not agree to any of these terms and conditions, he must not use the Services.

Customers can view the HealthReach™ designated connected health devices and scope of Services provided by the Company at [healthreach.com.hk](http://healthreach.com.hk).

**HEALTHREACH™ DESIGNATED CONNECTED HEALTH DEVICES**

**2. FOR SALE OF SERVICE CONNECTED HEALTH DEVICES**

- 2.1 The Customer shall pay the Company the full purchase price or any balance thereof on the delivery of the Connected Health Device. If the Connected Health Device has been delivered to the Customer and the balance of the purchase price is not paid by the Customer, the Company shall have the right to forfeit the deposit paid by the Customer and repossess the Connected Health Device.
- 2.2 Title to the Connected Health Device shall remain vested in the Company until the Company has received full payment of the purchase price but risk shall pass to the Customer upon delivery of the Connected Health Device to the Customer.
- 2.3 All delivery dates or times quoted by the Company are estimates only and the Company shall not be liable for the consequences of any delay whatsoever.
- 2.4
  - a) The warranty period of the Connected Health Device shall start from the date of purchase.
  - b) The Customer's sole and exclusive remedy during the warranty period shall be limited to repair or replacement.
  - c) The warranty will be rendered invalid if the defective Connected Health Device or any part thereof is caused by (i) undue wear and tear, (ii) negligence, omission or mishandling of the Connected Health Device; or (iii) alteration or repair made without the authorization of the Company.

**3. FOR RENTAL OF SERVICE CONNECTED HEALTH DEVICES**

- 3.1 The Customer can rent connected health device (“Rental Equipment”) from the Company for the use of the Services.
- 3.2 The Rental Equipment shall at all times remain the sole and exclusive property of the Company and the Customer shall have no right, title or interest thereto.
- 3.3 The Rental Equipment is provided for the sole use of the Customer and shall not be assigned, transferred, conveyed or otherwise disposed of without the prior written consent of the Company.
- 3.4 The Customer shall:
  - (a) use and operate the Rental Equipment in a proper manner and in accordance with the Company's instruction and the relevant user guide;
  - (b) not use the Rental Equipment or any part thereof in conjunction with other equipment, components, accessories or devices other than those supplied by the Company;
  - (c) not at any time or under any circumstances alter or tamper with the Rental Equipment nor repair nor attempt to repair nor permit any one to repair or maintain the Rental Equipment or any parts thereof which may affect the Services.
- 3.5 The Customer shall pay charges (if applicable) prescribed by the Company for rental of the Rental Equipment.

- 3.6 The Company will at the request of the Customer effect all necessary repairs to the Rental Equipment as may from time to time be necessary. It is expressly agreed between the Company and the Customer that the Company shall not be subject to any liability or responsibility by reason of any delay in effecting such repairs. The costs of repairs of the Rental Equipment shall be provided free of charge except repairs caused by any one of the following:
- (a) accidents, negligence, fault, improper use on the part of the Customer;
  - (b) the Customer's failure to maintain, use or operate the Rental Equipment properly.
- All costs of repairs under this Clause shall be additionally charged to the Customer by the Company at the Company's prevailing rates.
- 3.7 Upon termination of the Services, the Customer shall at its own risk and expenses return the Rental Equipment to the Company within fourteen (14) days after termination of the Services in the same condition as when delivered to the Customer ordinary fair wear and tear excepted. If the Customer fails to deliver the Rental Equipment or the Rental Equipment is found to be damaged upon return, the Customer shall indemnify the Company against all loss or damage to the Rental Equipment on a full indemnity basis (including the costs of any agent appointed by the Company for the recovery of the Rental Equipment).

## **PROVISION OF SERVICES**

### **4. THE SERVICES**

- 4.1 Subject to the terms and conditions set out herein, the Company shall provide and the Customer shall subscribe to the Services in accordance to the selected service plan ("Service Plan").
- 4.2 The Services provided to the Customer is subject to the Company's prevailing Service Plan and/or rate of charges for the Services from time to time. The Company reserves the right to vary the Service Plan and/or rate of charges for the Services at any time as it thinks fit by giving prior notice to the Customer. In the case of any increase in the Service Plan and/or rate of charges for the Services, the Company shall give the Customer not less than thirty (30) days prior notice.
- 4.3 The Customer shall select the features of the Services ("Service Features"). The Company reserves the right at any time to do all such things that is necessary to the Service Features to ensure the quality of the Services.
- 4.4 The Services and / or the Service Features shall only be used by the Customer for private non-commercial use and is not for resale.
- 4.5 The Services shall not be used under any one of the following circumstances, including but without limitation (i) using the Services in any manner which adversely affects the Company's ability to provide, complete or maintain the level or quality of its network or other services; and (ii) in any manner which is designed to cause loss or damage to the Company such as using the Services for commercial purposes or reselling the Services.
- 4.6 If the Customer fails to comply with any of the prohibitions specified in Clause 4.5; or upon the occurrence of any one or more of the circumstances specified in Clause 4.5; or if in the reasonable opinion of the Company, the Customer's use of the Services adversely effects the Company's ability to provide, complete or maintain the level or quality of its other services or to cause loss or damage to the Company, the Company may forthwith take such steps it considers reasonably necessary or appropriate including but not limited to restricting, limiting, suspending or terminating the Services to the Customer without notice.
- 4.7 Unless otherwise notified by the Customer, the Customer agrees to receive information sent from the Company for any or all of the following purposes:
- (a) marketing of goods and/or services by the Company, its agents, affiliates or subsidiaries in relation to the Services;
  - (b) improvement such as updates and upgrades of goods and/or services in relation to provisioning of the Services;
  - (c) any benefits arising out of or in connection with the Services;
  - (d) facilitate complete or confirm the provision of the Services by the Company to the Customer under this Agreement.

### **5. DEPOSIT/ADVANCE PAYMENT**

- 5.1 The Company shall have the right at any time to require the Customer to pay a deposit and/or advance payment as security for the due performance and discharge by the Customer of his obligations and liabilities relating to the provision of the Services or otherwise under this Agreement. The amount of the deposit and/or advance payment shall be determined by the Company at its sole discretion. The Company reserves the right to increase the amount of the deposit and/or advance payment from time to time. The deposit shall be retained by the Company free of any interest to the Customer.

- 5.2 Without prejudice to any other rights or remedies which the Company may have against the Customer, the Company shall be entitled to apply and set off the deposit and/or advance payment against any sum due or owing by the Customer under this Agreement or under any of the Customer's other account for the Services or for any loss or damage suffered or sustained by the Company as a result of any non-performance or non-observance by the Customer of any terms and conditions under this Agreement or under any of the Customer's other account for the Services.
- 5.3 Subject to the above, the balance of the advance payment is not refundable during the contract period. The deposit shall be refunded to the Customer without interest after the termination of this Agreement or the settlement of the last outstanding claim by the Company against the Customer under this Agreement; whichever shall occur later.

## **6. PAYMENT FOR THE SERVICES**

- 6.1 The Customer shall, forthwith upon signing this Agreement, pay in advance the first month's service charges for the provision of the Services and the first month's charges for such Service Features selected by the Customer and any other charges as the Company may require, each in such amount as the Company may require, each in such amount as the Company may in its sole and absolute discretion determine. Any sum so paid to the Company shall not bear interest for the Customer. All payments for the Services and Services Features are payable monthly in advance and non-refundable under whatever circumstances.
- 6.2 A monthly bill setting out the charges for the relevant month payable by the Customer shall be forwarded to the Customer. The Company reserves the right to vary the billing frequency at any time without prior notice or issue an interim bill for accrued charges, which will become immediately due and payable. The amounts shown on each bill shall be final and binding on the Customer. The Customer shall pay and settle in full each bill on or before the due date for payment as specified therein or otherwise forthwith upon demand by the Company. All monies paid by the Customer are non-refundable under whatever circumstances.
- 6.3 The Customer shall raise any dispute regarding any amount shown on any monthly bill within ten (10) days from the date of such monthly bill; failing which the Customer shall be deemed to have waived all his right against the Company.
- 6.4 All sums payable to the Company hereunder shall be in full without any deductions or set-offs. All sums shall be paid in Hong Kong Dollars and in such manner as the Company may from time to time specify.
- 6.5 Payments made by post shall be at the Customer's risk and a payment shall not be deemed to have been paid until the payment is received by the Company.
- 6.6 Time of payment is of essence. The Company shall be entitled to charge interest at the rate of two percent (2%) per month on any overdue amount from the due date until the date on which payment in full is received by the Company. Such interest shall accrue from day to day.
- 6.7 Where the Customer has registered more than one Services in an Account, the Company shall have the right to transfer any credit balance of charges paid under any one of the Services in the Account to settle the outstanding charges of another Services in the Account.
- 6.8 Where the Customer has registered more than one Account in his name with the Company, the Company shall have the right to transfer any credit balance of charges paid under any one of the Account to settle the outstanding charges in another Account.
- 6.9 Where the Customer has registered more than one Account in his name with the Company, the Company shall have the right to consolidate the outstanding balance of all accounts into one for payment settlement arrangement.
- 6.10 The Customer agrees to pay charges in connection to the Services as prescribed Customer in the Company's tariff plan from time to time.

## **7. TERMINATION**

- 7.1 Either the Company or the Customer may at any time terminate this Agreement by giving to the other party three (3) working days prior written notice to that effect.
- 7.2 In addition and without prejudice to other provisions contained in this Agreement, the Company shall be entitled to forthwith terminate this Agreement or disconnect the Services or any part thereof without notice, upon the occurrence of any one or more of the following events:
- (a) if any charges or other sums whatsoever payable by the Customer hereunder remain unpaid after becoming due; or
  - (b) if the Customer commits a breach of any of the terms and conditions contained herein; or
  - (c) if the Customer or any authorized user under the Account of the Customer misuses the Services; or
  - (d) if the Customer dies or is subject to the law of insolvency and/or bankruptcy or makes any arrangement or composition with his creditor or has a Receiver appointed or enters into liquidation; or

- (e) if the Customer modifies, alters or otherwise tampers with the communication equipment for the Services or allows, permits or authorize any other person to do so; or
- (f) if the Customer or any authorized user under the Account of the Customer use the Services for any fraudulent or unlawful purposes or uses abusive, threatening, harassing, vulgar or obscene language to other Customers or employees of the Company through the Services, or allows, permits or authorizes any other person to do so; or
- (g) if the Customer fails to pay the deposit and/or advance payment specified in Clause 5; or
- (h) if the service charges for the use of the Services exceed the credit limit specified by the Company from time to time; or
- (i) if the Customer furnishes information to the Company which he knows to be false or misleading; or
- (j) if it is necessary for the Company to comply with an order, instruction, determination or direction of a judicial body, government or regulatory authority.

- 7.3 If the Customer has registered more than one Services in an Account or more than one Account in his name, the Company shall have the right to forthwith terminate or disconnect all the other Services in the Account(s) if any charges under anyone of the Services in the Account remain unpaid after becoming due or if the Company terminates this Agreement pursuant to Clause 7.2.
- 7.4 Termination hereunder shall be without prejudice to any rights and/or claims that the Company may have against the Customer prior to the date of termination and shall not relieve the Customer from fulfilling his obligations including payment of all outstanding charges prior to the date of termination. Any amount accrued and unpaid shall be due and payable forthwith upon termination.
- 7.5 In the case of termination pursuant to Clause 7.1 by the Customer, the Customer shall continue to be liable for all charges payable hereunder until notice of termination is actually received by the Company and becomes effective.
- 7.6 The Company shall have the right to assign the Customer's service number for the Services to another customer after the Services provided to the Customer is terminated or disconnected.

## **8. RECONNECTION**

- 8.1 The Company may upon the Customer's request reconnect the Services subject to payment by the Customer of all sums due or owing to the Company, a deposit requested by the Company and a reconnection charge. The amount of the deposit and the reconnection charge shall be determined by the Company in its sole and absolute discretion.

## **9. VERIFICATION**

- 9.1 The Customer shall on the request of the Company provide all necessary documents which would verify the truth or correctness of the information furnished by the Customer to the Company. The Company reserves the right not to provide the Services until the Company has established the truth or correctness of the information from the documents furnished by the Customer.
- 9.2 Individual Customer must be over the age of eighteen (18) to enter this Agreement.

## **10. USE OF CUSTOMER INFORMATION**

- 10.1 The Company is hereby authorized, in relation to any information it has relating to the Customer or the authorized user under the Customer's Account, to use and/or disclose such information for the purpose of the Company performing its obligation or enforcing its rights under this Agreement or any other purpose reasonably incidental thereto or in contemplation thereof.

## **11. LIMITATION OF LIABILITY**

- 11.1 Save and except for any liability of the Company which cannot be excluded by law, the Company shall not be liable for any cost, claim, expenses, damage or loss of whatsoever nature suffered, sustained or incurred by the Customer or any person arising from or out of or relating to the provision of the Services, the value added services and/or Service Features offered under the Services including without limitation (i) any interruption or failure of the Services, the value added service and/ or the Service Features, or (ii) any failure, delay or mistake in establishing communication between the Customer and any other person, or (iii) any failure or delay while the Customer is communicating any message in the use of the Services; or (iv) any failure or delay in activating or deactivating the Services, or (v) any unauthorized use of the Customer's communication equipment.
- 11.2 The Company shall under no circumstances be liable for any loss (whether direct or indirect) of revenue, loss of profits or any consequential loss whatsoever suffered, sustained or incurred by the Customer or by other person arising (directly or indirectly) from or out of or relating to the provision of the Services or this Agreement.

11.3 For information Services supplied by third party information providers through the Services, the Company and the third party information provider make no warranties of any kind in relation to the information provided and accept no responsibilities for its accuracy or completeness and/or consistency or for any loss or damage whatsoever and howsoever suffered or incurred by any party. With the use or access to the information provided, the Customer or any party irrevocably and unconditionally accepts and agrees to be bound by this disclaimer.

## **GENERAL**

### **12. VARIATION**

12.1 The Company shall be entitled, at any time, or from time to time, by giving prior notice to the Customer, to vary all or any of these terms and conditions and to impose new terms.

### **13. ASSIGNMENT**

13.1 The Customer shall not assign, transfer, convey, license or otherwise dispose of any of its rights and obligations under this Agreement to any other party without the prior consent of the Company.

13.2 Consent will only be given by the Company on condition that the Customer and the transferee signing a transfer agreement in the form specified by the Company and the Customer settling all outstanding charges under this Agreement.

13.3 The Customer shall not assign, transfer, convey, license or otherwise dispose of the service number which has been allocated by the Company to the Customer for the use of the Services.

### **14. APPLICABLE LAW**

14.1 This Agreement shall be construed in accordance with the laws of Hong Kong Special Administrative Region and the parties shall submit to the exclusive jurisdiction of the courts of Hong Kong Special Administrative Region in the event of dispute.

### **15. FORCE MAJEURE**

15.1 The Company shall not be liable for any loss or damage resulting from delay or failure to perform this Agreement either in whole or in part where such delay or failure shall be due to causes beyond its reasonable control, or which is not occasioned by its fault or negligence, including but not limited to, war, the threat of imminent war, riots or other acts of civil disobedience, insurrection, acts of God, restraints imposed by governments or any other supranational legal authority or any other industrial or trade disputes, fires, explosions, storms, floods, lightning, earthquakes and other natural calamities.

### **16. NOTICES**

16.1 Any notice or consent to be given by the Company to the Customer may be given by the Company either personally to the Customer or by post, facsimile to the address specified in the Agreement or any address as notified by the Customer or by electronic means addressed to the Customer. Such notice or consent shall be deemed to have been received by the Customer immediately if transmitted by facsimile or electronic means or when personally delivered and twenty-four (24) hours after despatch if sent by post.

### **17. NON-WAIVER**

17.1 No failure or delay on the part of the parties hereto to exercise any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise by either of the party of any right, power or remedy. The rights, powers and remedies provided herein are cumulative and are not exclusive of any rights, powers or remedies by law.

### **18. SEVERABILITY**

18.1 If any provisions of this Agreement shall be construed to be illegal or invalid, they shall not affect the legality, validity and enforceability of the other provisions of this Agreement. The illegal or invalid provision shall be deleted from this Agreement and no longer incorporated herein but all other provisions of this Agreement shall continue.

### **19. ENTIRE AGREEMENT**

19.1 This Agreement embodies the entire understanding between the parties and there are no promises, terms or conditions, oral or written expressed or implied other than those contained herein.

19.2 Save for Clause 12, this Agreement may only be amended in writing and signed by or on behalf of the Company and the Customer.

**20. DEALINGS WITH THIRD PARTIES**

- 20.1 The Customer understands and agrees that the Services may include links or references to websites of third parties.
- 20.2 The Company is not a party to and is not otherwise involved in any manner in any correspondence or business dealings with the third parties, including payment and delivery of goods or services and any other terms, conditions, warranties or representations associated with such dealings which are solely between the Customer and such third party. The Customer agrees that the Company shall not be responsible or liable for any loss or damage whatsoever incurred as a result of any such dealings or as the result of the presence of such links or references websites of these third parties on the Services.

**21. INTERPRETATION**

- 21.1 Reference to the plural shall include the singular and vice versa; words importing a gender shall include every gender; references herein to any person shall include references to individual, firm, body corporate or unincorporate.
- 21.2 The terms and conditions of this Agreement are written in both English and Chinese. A copy of the Chinese version is available upon request at any of the SmarTone stores (the Company's authorized dealer) or retrieved from the Company's web site.