

Terms and Conditions **T&C-SG-002**  
(Contract Term for SmarT Guardian)

**1. Service**

- 1.1 By accessing or using or linking to "SmarT Guardian" service (the "Service"), Customer is deemed to have unconditionally accepted these Terms and Conditions, including any changes to the current and future contents derived from the Service.
- 1.2 This Service is only available to customer who has subscribed the Company's mobile monthly service plan.
- 1.3 The Service does not include voice minutes (local Hong Kong/overseas) or mobile data usage. The Customer should activate voice call and data connection (GPS, data and other relevant features) on his/her phone for the use of the Service. The Customer shall be responsible for all charges for such voice and data usage.
- 1.4 The Service must be used with normal active voice call and mobile data services .
- 1.5 This Service can only used on smartphones and tablets running iOS 10 or above and Android™ 5 or above.
- 1.6 This Service is only available within Hong Kong SAR.
- 1.7 This Service is only available for Hong Kong registered mobile phone number and a number that can normally receive messages.
- 1.8 The Customer agrees and authorize that the Service can access to the location information, phone contacts and any other functions of the Customer's mobile phone or device.
- 1.9 The Customer agrees and authorizes the Company to use the Customer's mobile phone number to send SMS notification to emergency contacts specified by the Customer on location information.
- 1.10 *Customer User Location*
  - 1.10.1 The Service is able to track the Customer's / User's approximate location. The Customer and the user of the Service ("User") hereby give their express consent and agree that the Company can collect the Customer's / User's appropriate location information for the provision of the Service and use and transfer such information to the Customer's / User's registered emergency contact persons, User's Authorized Person(s) during the course of emergency situations, designated government department, police, fire services department, ambulance services, hospital, and, whenever and whatever is needed to provide the Service. Save as otherwise expressly provided in these Terms and Conditions, Customer's information will not be provided to third parties.
  - 1.10.2 Information on the Customer's / User's location will be collected by the Company on a periodic or regular basis whenever the Customer's / User's device is turned on.
  - 1.10.3 The Company does not guarantee that the Service would be available everywhere at all times, given the nature of cellular, GPS coverage and other technical or non technical factors. If network connection is lost during the journey, SmarTone would not send SMS notification to guardian.
- 1.11 *SmarTone Customer Service Support Team*
  - 1.11.1 If the User activates the "Notify SmarTone Customer Service Support Team" service, and does not reply to the "Check-in Prompt", "Fall Detection" or "Standstill Detection" within a period of time, the SmarTone Customer Service Support Team ("Team") will be notified. The Team will then call the User and the registered emergency contact person to provide the user's latest detected location. If the User and the registered emergency contact person are not successfully contacted, the Team will send notification by SMS and voice message instead (if applicable).
  - 1.11.2 Fall Detection means that the User turns on the fall detection function to detect the level of Users' fall and other factors. However, different mobile phone models may affect the detection function and may not be possible to detect all falls.
  - 1.11.3 Standstill Detection means that the User turns on standstill detection function, only checks the change of User's geolocation and other factors.
  - 1.11.4 The Team will provide assistance in response to request from the User and User's registered emergency contact persons and call out other service providers such as police, fire service, ambulance service or any other institution, organization or company that the Team considers fit in the circumstances ("Third Party Service Providers") to be 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 record and monitor the conversation between the Team, the Customer or the User and the Third Party Service Providers.
  - 1.11.5 It is the Customer's/User's responsibility to ensure the accuracy of the personal information

provided to the Company and to immediately update any changes to the information via the Service application update tools.

- 1.11.6 The Service is NOT A SUBSTITUTE FOR 112 or other EMERGENCY HELPLINES.
- 1.12 The Customer acknowledges and confirms that he/she will:
  - 1.12.1 use the Service for personal and non-commercial purpose only;
  - 1.12.2 not violate, reverse-engineer, duplicate, reproduce, transfer, share, capture, copy, forward, distribute or otherwise tamper with any content obtained from using the Service and any part of the Service for any reason or assist another person to do so; and
  - 1.12.3 not to use the Service for any fraudulent, unlawful, or abusive purpose or in any way that interferes with the Company provision of the Service to other customers.
- 1.13 Contents, type of contents and fees of the Service may be modified by the Company from time to time without prior notice to you. The Company may
  - 1.13.1 deactivate or suspend the Service or any part thereof, with or without notice to you, to carry out system, maintenance, upgrading, testing and/or repair;
  - 1.13.2 limit or suspend your access to any of the Service with or without notice to you if the Company is of the opinion that such action is appropriate as a result of your use of the Service; and
  - 1.13.3 take any steps or omit to take any steps, with or without notice to you, for any reason the Company deems relevant to the management or the operation of any of the Service and the Company's business, that may expand, reduce, modify, suspend, limit, make inaccessible or adversely affect the Service or any part thereof.
- 1.14 The Company may, upon discovery of suspected or inchoate, fraudulent, deceptive, unlawful or improper use of the Service by users, suspend users' access to any or all of the Service temporarily or permanently.

## **2. Risks**

- 2.1 Customer will use the Service at their own risk. The information provided by the Service is for reference only. It is at the discretion of the Customer as to whether to use the Service or accept the information downloaded via the Service.
- 2.2 The Company makes no warranty that:
  - 2.2.1 The Service will meet the Customer's requirements;
  - 2.2.2 The Service features can be successfully used in times of emergency;
  - 2.2.3 The Service will be uninterrupted, timely, secure or error-free;
  - 2.2.4 The results that may be obtained from the use of the Service will be accurate or reliable;
  - 2.2.5 The quality of any services, information or other material obtained by the Customer through the Service will meet his/her expectation; or
  - 2.2.6 The Service's quality, nature, accuracy or fitness for any purposes.
- 2.3 Customer agrees that the Company shall be held liable for any loss, damages or personal injuries arising out of any causes including but not limited to the following:-
  - 2.3.1 Any of the services provided by the Service is unavailable due to any reason;
  - 2.3.2 Any incorrect information published in the Service;
  - 2.3.3 Any loss of information due to technical or operational interruption; and
  - 2.3.4 Any direct or indirect loss, damages or costs.

## **3. Intellectual Property rights**

The design of the Service along with any service features ("Applications") and the trademarks, service marks and logos contained therein ("Marks") are owned by the Company and is protected by applicable intellectual property laws including but not limited to copyright. Except to the extent permitted by law, the Customer shall not use such Applications and/or Marks in any way whatsoever except for use of the Service. The Customer shall not modify, rent, lease, loan, sell, distribute or create derivative works based on the Applications in any manner.

## **4. Privacy Policy**

- 4.1 The Customer's privacy is important to the Company. The Company has developed a Privacy Policy that covers how it collects, uses, discloses, transfers and stores the Customer's information. Please visit [here](#) for full details of the Company's Privacy Policy.
- 4.2 The Company will do its best to keep the Customer's privacy safe. The Customer must protect his/her own personal information carefully.

## **5. Limitation of Liability**

- 5.1 In no event shall the Company be liable for any direct, indirect, incidental, special or consequential damages (including but not limited to loss of profits/income, data, or reputational damages) resulting from the use or the inability to use the Service. The Company disclaims all liability relating to contract, tortious behaviour, statutory obligations or any liability arising out of other causes of action (including but not limited to negligence, breach of contract and defamation).
- 5.2 The Company does not assume any liability for:
  - 5.2.1 any interpretation of coverage of the Service;
  - 5.2.2 fraud committed by or misrepresentation made by the Customer/User;
  - 5.2.3 any information or data given by a Customer or the User; and
  - 5.2.4 any errors, defects, problems or mistakes in the data or information provided by the Company or the Third Party Service Provider through the Service.

**6. Third Party Information or Advertising (if applicable)**

- 6.1 Customer acknowledges and agrees that the Service will contain advertising.
- 6.2 The Company is not a party to and is not otherwise involved in any manner in any correspondence or business dealings with, or participation in promotion of, advertisers found on or through the Service, 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 advertiser. 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 advertisers on the Service.
- 6.3 The Company does not represent or endorse the accuracy or reliability of any information, advertisements or contents contained on, distributed through, or linked, downloaded or accessed from the Service. The Company cannot and does not guarantee the quality or reliability of any products or information purchased or obtained by the Customer as a result of an advertisement or any other information displayed in the Service. By using the Service, the Customer expressly acknowledges and agrees that the Company shall not be responsible for any damages, claims or other liability arising from or related to such advertisements or information displayed in the Service.
- 6.4 The Company may provide advertisers with reports on how their advertisements performed on the Service, but the Company only provides the data to them after the Company has removed the Customer's name or any other personally identifying information from it, or has combined it with other people's data in a way that it is no longer associated with the Customer.

**7. Termination**

If in the reasonable opinion of the Company a user has abused or maliciously used the Service, the Company may terminate the user's right to use the service without notice.

**8. Miscellaneous**

- 8.1 These Terms and Conditions and other related terms and conditions constitute the entire agreement between the Customer and the Company and govern the Customer's use of the Service.
- 8.2 Should any part of these Terms and Conditions be determined to be void, invalid, unenforceable or illegal for whatever reason, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 8.3 The Company reserves the right to refuse, suspend or terminate access to and use of the Service or any part thereof by Customer without prior notice.
- 8.4 The Company not be held liable to the Customer for any breach of these Terms and Conditions or the inability or delay in using the Service due to any events or situations which are beyond the reasonable control of the Company.
- 8.5 The Company may assign or subcontract its rights or obligations to third party without prior written notice to Customer.
- 8.6 These Terms and Conditions shall be governed by the laws of Hong Kong SAR. Customer agrees to submit to the exclusive jurisdiction of Hong Kong SAR.
- 8.7 The Company reserves the right to make revisions, corrections, and/or amendments to these Terms and Conditions at any time and from time to time without notice. Any amendments to these Terms and Conditions shall supersede the previous version and be effective immediately upon publication. By continuous access and use of the Service, the Customer is deemed to agree and accept to be bound by the amended Terms and Conditions.