



**Terms & Conditions T&C- V081**  
**Terms & Conditions for SmarTone Screen Replace™ (Applicable to Apple iPhone)**

**1) Acceptance of Terms**

1.1 This is an agreement between SmarTone Mobile Communications Limited ("SmarTone" or "the Company") and you ("You" or "the Customer"), a user of SmarTone Screen Replace™ ("the Service"). BY USING THE SERVICE, THE CUSTOMER ACKNOWLEDGES AND AGREES TO THESE TERMS AND CONDITIONS. If the Customer does not agree to any of these terms and conditions, you may not use the Service.

**2) SmarTone Screen Replace™**

2.1 SmarTone Screen Replace™ provides reimbursement ("the Reimbursement") for accidental physical damage to device screen and /or its attached LCD panel ("Covered Device"). The Reimbursement only applies to the repair or replacement cost on the Covered Device's screen or LCD panel that is caused by an accident to the device; such accident resulting from an unexpected and unintentional external event that arises from the Customer's normal daily usage.

2.2 The Customer shall be entitled to the Reimbursement for the period specified in the Sales and Services Agreement ("Coverage Period"). The Coverage Period shall start from the date of retail purchase of the Covered Device.

2.3

<b>Fee</b>	<b>Coverage Period</b>	<b>Limit</b>
FREE	12 months	<ul style="list-style-type: none"> <li>Maximum of one approved reimbursement within the Coverage Period</li> </ul>
HK\$300	24 months	

2.4 The Service is available exclusively to SmarTone customers of designated service plans.

2.5 The Service is only eligible for subscription at the time of purchase of a device with designated plans.

2.6 Each Covered Device is entitled to join the Service once.

2.7 The Reimbursement for a Covered Device will automatically cease after the claim settlement and no refund will be provided.

2.8 Application for Reimbursement:

- a) Repair or replacement on the Covered Device must be carried out by the Customer with the handset manufacturer(s) and/or its Authorised Repair Centre(s)
- b) The Customer shall visit any of the Company's stores, fill in a claim form and submit the claim with supporting official repair receipts issued by the handset manufacturer(s) and/or its Authorised Repair Centre(s). The official repair receipts should include but is not limited to the Covered Device IMEI number, model, date of repair, cause of damage to screen and repair cost of the damaged screen.

- c) The claim must be filed with the Company within 14 days after the completion of the repair or replacement. The date of repair or replacement must be within the Coverage Period of the Covered Device.
- d) The Company has the absolute and final right to approve or reject the claim according to the submitted information. Claim results will be provided by the Company within 30 working days, claim payment will be settled by cheque and will be sent to the Customer's registered address provided by the Customer.

2.9 The Reimbursement will not cover the following loss or damage to the Covered Device:

- a) Loss or damage which is not accidental in nature; or
- b) Loss or damage that is beyond or not applicable to repair; or
- c) Loss or damage due to gradual deterioration including normal wear and tear and mechanical or electrical derangement, water damage, theft, abusive, willful or intentional conduct associated with the handling and use of the Covered Device; or
- d) Loss or damage that does not affect the functionality of the LCD panel/ screen of the Covered Device, including but not limited to scratches, cracks (other than cracked glass/display which affects the functionality of the screen), split, distortion, or change of colour or outward form; or
- e) Loss or damage which is covered by warranties of the handset manufacturer(s); or
- f) Loss or damage for which service or recovery may be obtained under any recall campaign or class action suit; or
- g) Any other repair, refurbishment or replacement of any other component or the Covered Device itself ; or
- h) The IMEI number of Covered Device has been changed, removed, erased, defaced, altered or is illegible; or
- i) The Covered Device has undergone unauthorised modification or connections, unauthorised opening, repair with use of unauthorised spare parts, or repair by an unauthorised person or at an unauthorised location ; or
- j) If the handset manufacturer(s) and/or its Authorised Repair Centre(s) offer a handset replacement as the only option for repair, the Company may exercise discretion and will reimburse 60 percent on the cost of handset replacement. The reimbursement percentage can vary from time to time.

2.10 The Customer shall not be entitled to the Reimbursement upon the occurrence of any of the following events before the expiry of the Coverage Period and no refund will be provided:

- a) If the Customer changes the mobile telephone number/the registered name for the mobile telephone number; or
- b) If the mobile telephone service is terminated/disconnected for whatever reason.

2.11 The Customer agrees to the Company passing his/her personal data and/or documents to the Company's insurer(s) for the purpose of processing the claims for Reimbursement.

### **3) Your Responsibilities**

3.1 To process the claim for Reimbursement, the Customer shall comply with the following terms and conditions:

- a) The repair or replacement must be handled by the handset manufacturer(s) and/or its Authorised Repair Centre(s) in Hong Kong only.
- b) The Customer shall provide official repair receipts issued by the handset manufacturer(s) and/or its Authorised Repair Centre(s). The official repair receipts should include but is not limited to Covered Device IMEI number, model, date of repair, cause of damage to screen and repair cost of the damaged screen.
- c) The Customer will provide information about the symptoms of the damaged Covered Device.

- d) The Customer will respond promptly to requests for information, including but is not limited to the Covered Device IMEI number, model, date of repair, cause of damage to screen and repair cost of the damaged screen.

**4) Intellectual Property Rights**

- 4.1 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.

**5) Privacy Policy**

- 5.1 The Company has developed a Privacy Policy that covers how it collects, uses, discloses, transfers and stores customer information. Please visit [www.smartone.com](http://www.smartone.com) for full details of the Company's Privacy Policy.
- 5.2 The Company will do its best to keep the Customer's privacy safe, but the Customer is advised to protect his/her own personal information carefully.

**6) Applicable Laws**

- 6.1 The Customer shall comply with the laws of Hong Kong Special Administrative Region for use of the Service.
- 6.2 The Customer expressly agrees the courts of Hong Kong Special Administrative Region shall have the exclusive jurisdiction for any claim or dispute with the Company or relating in any way to the use of the Service.

**7) Limitation of Liability**

- 7.1 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, loss of data 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.

- 8) The Company reserves the right for final decision to this Service and to revise the terms and conditions from time to time.