

Disclaimer

Party A: Hong Kong Safety Services Association Limited

Party B: Customer of HomePhone+ HelpNow service

HomePhone+ HelpNow service, is hereinafter referred to as "the service".

- (1) Party A shall under no circumstances be liable for any loss, injury or death as a result of a failure to provide the service due to power failure, or termination of power supply service as a result of failure to settle the domestic electricity bill of Party B.
- (2) Party A shall under no circumstances be liable for any loss, injury or death as a result of a failure to provide the service due to technical or network problems, breakdown, delay or interruption (such as power failure, power source failure or termination of telephone service resulting from failure to settle the telephone bill), or any failures, incidents, technical or other problems beyond Party A's control, of the domestic fixed-line telephone service used by Party B.
- (3) Party A shall not be liable for any loss, injury or death as a result of failure to provide the service due to Party B's change, cancellation or addition of any telephone service, function, setting or line, without prior notice to Party A.
- (4) Party A shall not be liable for any direct or indirect loss, injury or death as a result of natural disaster such as earthquake, typhoon, flooding, landslide or thunder.
- (5) In emergency, Party A shall, on behalf of Party B, notify the police, firemen, medical service personnel to conduct rescue at Party B's home. Party A shall not be liable for failure to save, damage, injury or death as a result of such delays on the part of the policemen, firemen or medical service personnel.
- (6) After arrangement has been made by Party A for the relevant personnel to conduct rescue at Party B's home, Party A shall not be liable for any delay, failure to save, damage, injury or death caused by Party B's refusal to open the door, refusal to have the door broken into, refusal to be saved or refusal to be sent to the nearest hospital etc. for no reason, which are beyond the control of Party A.
- (7) Party A shall not be liable for any delay, failure to save, injury or death as a result of Party B's special living conditions leading to his failure to notify Party A with the service or failure to make timely entry into Party B's home by rescue workers contacted by Party A.
- (8) Should there be any change of Party B's personal data, Party A should be immediately notified for an information update. Party A shall not be liable for any damage, failure to save, injury or death as a result of delay of rescue due to mistake, omission or failure to update information.
- (9) Party A shall not be liable for failure to be saved, damage, injury or death suffered by Party B prior to Party A's notification for rescue personnel's arrival at Party B's home.
- (10) Party A shall not be liable for failure to be saved, injury or death as a result of Party B's committing suicide or acts of self-injury.
- (11) In case the service cannot be used as normal, Party B and his family members is liable to give early notice to Party A. Party A shall not be liable for any damage, failure to be saved, injury or death of Party B as a result of delayed rescue caused by Party B's failure to take all reasonable and timely remedial measures to notify Party A.
- (12) Party B shall be liable for his abuse of rescue service in accordance with fire services and emergency medical service regulations and ordinances of the Hong Kong Special Administrative Region. Party A has taken all reasonable and timely measures when responding to Party B's rescue call or request. Party A shall not be held liable irrespective of the outcome.