

Terms and Conditions T&C-SG-001
(Contract Term for SmarT Guardian)

1) Service
1.1 The Customer agrees to use "SmarT Guardian" service (the "Service").
1.2 This Service is only available to customers who have subscribed the Company's mobile monthly service plan.
1.3 The Service does not include voice minutes (local Hong Kong), Roaming / IDD charges or any data usage entitlement. 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 is responsible for all charges for such voice and data usage whether in Hong Kong or outside Hong Kong.
1.4 The Service air time and mobile data services must be activated for normal service operation.
1.5 This Service can be used on smartphones and tablets running iOS 10 or above and Android™ 5 or above.
1.6 This Service is associated with the designated service number.
1.7 This Service is only available within Hong Kong SAR.
1.8 This Service is only available for Hong Kong registered mobile phone and a number that can normally receive messages.
1.9 The Customer agrees that the service provider is authorized to access the location information, the address book and any other functions from the Customer's mobile phone or device.
1.10 The Customer authorize the Company to use the Customer's mobile phone number to send SMS notification to emergency contacts specified by the Customer on location information.
1.11 Customer User Location
1.11.1 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 explicit consent 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 third parties including but not limited to guardian, government department, police, fire services, ambulance services, hospital, the Customer's / User's registered emergency contact persons, User Authorized Person(s) during the course of emergency situations and, whenever and whatever is needed to provide the Service.
1.11.2 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.
1.11.3 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.
1.12 SmarTone Customer Service Support Team
1.12.1 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 receive notification and 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 notify by SMS and voice message (if any).
1.12.2 Fall Detection means that the User turns on the fall detection function to detect the extent of Users' fall and other factors. However, different mobile phone models may affect the detection function and fail to detect all falls.
1.12.3 Standstill Detection means that the User turns on standstill detection function, only checks the change of User's geolocation and other factors.
1.12.4 The SmarTone Customer Service Support 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 SmarTone Customer Service Support 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 also record and monitor the conversation between the SmarTone Customer Service Support Team, the Customer or the User and the Third Party Service Providers.
1.12.5 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.
1.12.6 The Service is NOT A SUBSTITUTE FOR 112 or other EMERGENCY HELPLINES.
1.13 The Customers agrees:

- 1.13.1 To use the Service for personal and non-commercial use only;
- 1.13.2 Not to 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.
- 1.13.3 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. The Customer shall be solely liable for any consequences, losses, damages, to the Company and any other person directly or indirectly by behavior described in this clause;
- 1.14 Usage rules established by the Company relating to the Service may be controlled and modified by the Company for compliance purpose and the Company reserves the right to enforce such usage rules without notice to you.
- 1.15 The Company makes no warranty that:
 - 1.15.1 The Service will meet the Customer's requirements;
 - 1.15.2 The Service features can be successfully used in times of emergency;
 - 1.15.3 The Service will be uninterrupted, timely, secure or error-free;
 - 1.15.4 The results that may be obtained from the use of the Service will be accurate or reliable; or
 - 1.15.5 The quality of any services, information or other material obtained by the Customer through the Services will meet his/her expectation.
- 1.16 The Company assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings or for any damage to the Customer's device or loss of data that results using the Service, including without limitation, the download of any materials, data or information. The Customer expressly relieve SmarTone from any and all liabilities arising from the access or use of any part of the Service.
- 1.17 The Company is not responsible or liable for their quality, nature, accuracy and usefulness of the contents.
- 1.18 The Company may
 - 1.18.1 deactivate or suspend the Service or any part thereof, with or without notice to you, to carry out system, maintenance, upgrading, testing and/or repairs;
 - 1.18.2 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
 - 1.18.3 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.
- 1.19 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) 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.

3) Privacy Policy

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.

3.1 The Company will do its best to keep the Customer's privacy safe. The Customer must protect his/her own personal information carefully.

4) Applicable Laws

4.1 The Customer agrees that the use of the Service shall be governed the laws of Hong Kong Special Administrative Region.

4.2 The Customer expressly agree to the exclusive jurisdiction of the courts of Hong Kong Special Administrative Region for any claim or dispute with the Company or relating in any way to the use of the Service.

5) Limitation of Liability

5.1 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

5.2 determination resulting therefrom.

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;
- 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) Advertising (if applicable)

6.1 You acknowledge and agree that the Service includes advertisement.

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) 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) The Company has the right to amend the terms and conditions of the Service. In the event of dispute, the Company has the final decision in determining the dispute.