

Terms & Conditions T&C-V151

Terms & Conditions for “eDoctor” video consultation for family, Outpatient discount and Body check discount" Service



1) Your Acceptance

1.1. This is an agreement between SmarTone Mobile Communications Limited ("SmarTone" or "the Company") and you ("you" or the "Customer"), a user of "eDoctor" video consultation for family, Outpatient discount and Body check discount ("the Service"). BY USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE TO THESE TERMS AND CONDITIONS. If you do not agree to any of these terms and conditions, you may not use the Service.

2) Service

2.1 The Service is only available for SmarTone Customers with a mobile monthly service plan subscription.

2.2 "eDoctor" video consultation for family, Outpatient discount and Body check discount is provided or arranged by Cigna Worldwide General Insurance Company Limited ("Cigna"). The service may change without any prior notice. The use of service is subject to the respective terms and conditions, privacy notice and personal information collection statement of Cigna, MyCigna HK App, Teladoc Health International S.A. and Precision Health Care Services Ltd (if applicable). The Company and Cigna make no representation or guarantee as to the quality and availability of the products, services (including but not limited to any fees, expenses, losses and damages) incurred from or caused by using "eDoctor" video consultation for family, Outpatient discount and Body check discount. For details of "eDoctor" video consultation for family, Outpatient discount and Body check discount's terms and conditions, please check <https://cignahk.secure.force.com/filedownload/servlet/servlet.FileDownload?file=0150K00000B3WtQ>.

2.3 SmarTone and Cigna are not licensed or registered to provide medical or healthcare advice and services. The relationship between SmarTone and you does not constitute a doctor–patient / healthcare professional–patient relationship, and a doctor–patient / healthcare professional–patient relationship will exist only and exclusively between a medical practitioner / healthcare professional available on "eDoctor" and a patient (to the extent such relationship is established by the medical practitioner / healthcare professional). SmarTone and Cigna do not assume the role of any professional medical / healthcare body, do not practice medicine or healthcare services and do not provide any medical or healthcare opinions, advice, or consultations or prescribe medication or other medical, healthcare or clinical services, and any of the foregoing in rendering the services via "eDoctor" by medical practitioners / healthcare professional are undertaken solely and exclusively by the medical practitioners / healthcare professional and our medical partners' contractors (e.g. nurses and pharmacists). SmarTone and Cigna also do not assume or share the medical practitioners' or healthcare professionals' responsibility or liability with regard to the quality or appropriateness of the medical or healthcare services provided by them, including the manner of providing the medical or healthcare services (such as by way of video consultation), which are provided solely based on the independent exercise of the professional judgment of the medical practitioners / healthcare professionals.

2.4 SmarTone and Cigna (i) do not recommend or endorse any particular medical practitioners / healthcare professionals; and (ii) to the maximum extent permitted by applicable law, are not responsible or liable, and do not endorse or support or recommend any information, advice, opinion, diagnosis, treatment, service, Medical Certificate and/or medication prescribed or given by those medical practitioners / healthcare professionals via "eDoctor", for any reason whatsoever.

2.5 To the maximum extent permitted by applicable law, SmarTone and Cigna shall not in any way be responsible or liable should there be any use or misuse of any of your prescribed medications or Medical Certificates, or if anyone is permitted to use, take and/or administer your prescribed medications or Medical Certificates, whether with or without your consent or knowledge.

2.6 The Customer shall use the Service for the period specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) ("Term"). The Term shall start from the service effective date.

2.7 The monthly service fee for the Service Plan is as follows:-

Service Plan	Monthly Service Fee	Contract Term
Standard Plan	\$48	--

2.8 Service Plan includes "eDoctor" video consultation for family, Outpatient discount and Body check discount. Customer should follow the instruction to download MyCigna HK App and complete registration to use "eDoctor" video consultation for family, Outpatient discount and Body check discount.

2.9 The Service Plan is charged on a monthly basis. Even if the Customer has actually used the Service for less than a month, the full monthly service fee will be charged and payable by the Customer. The monthly charges are non-refundable under whatever circumstances.

2.10 SmarTone customers with designated mobile monthly service plan may enjoy first 6-month free trial for the first time subscription. Unless otherwise receipt of notice of cancellation by the Customer, the relevant service will continue to be provided to the Customer after the expiry of the free trial offer, and the monthly service fee of the Standard Plan will be charged. If the Customer wish to cancel subscription of the service, please call SmarTone Customer Services Hotline prior to the end day of the free trial period.

2.11 This Service can be used on smartphones and tablets running iOS 9.0 or above and Android™ 5.0 or above. For Android™ smartphone which does not support Google Play services, the Value-Added Service will not be applicable on the

smartphone. The applicable operating system for smartphones and tablets for this Service may change and update from time to time. Please enquire with our staff for details.

2.12 “eDoctor” video consultation for family (“eDoctor”) :

- a) eDoctor is not suitable for symptoms requiring immediate medical assistance or medical emergency cases or pregnant individuals. If you require emergency medical assistance or have been experiencing symptoms that would require immediate medical attention or if you are pregnant, please contact your in-country emergency service or hospital.
- b) eDoctor does not cover the symptoms which are classified as high risk, please visit <https://cignahk.secure.force.com/filedownload/servlet/servlet.FileDownload?file=0150K00000B3WtQ> for details.
- c) The eligibility of eDoctor is as follows:-
 - (i) customer whose age is 18 or above;
 - (ii) customer who is holder of a valid Hong Kong Identity Card;
 - (iii) individual who is not on the specially designated nationals and blocked persons on the OFAC list; and
 - (iv) individual who is a Hong Kong resident and is not considered “ordinarily resident” in a sanctioned country under U.S. Office of Foreign Assets Control (“OFAC”). An individual is considered ordinarily resident if he/she visits a sanctioned country for a period of longer than six (6) weeks over the course of any twelve (12) month period.
- d) Customers who are at least age of 18 can apply and register for eDoctor as main subscriber.
- e) eDoctor can cover a maximum 4 people sharing the same account, including a main subscriber and 3 dependents who are under the age of 18.
- f) Customers may register their children who are under the age of 18 as dependents under the same account. Parents or legal guardians are always required in the consultation of the children who are under the age of 18.
- g) The consultation can be arranged via video call or phone call.
- h) If the doctor renders it necessary and appropriate based on his/her professional judgement after the consultation, doctor may issue medical certificate and/or referral letter and/or prescription via email in digital format. Customers should check in prior if the submitting organization accepts such digital format medical certificates and/or referral letter.
- i) eDoctor does not include medications and medications delivery.
- j) eDoctor is available in Hong Kong from Monday to Sunday(8:00am – 10:00pm)(excluding Public Holiday) (Hong Kong time); for other countries and regions, the service hours may vary and the available timeslots for selection are provided on the MyCigna HK App.
- k) eDoctor is available in around 100 countries and regions (according to the information updated as at 28 October 2021), which includes : Hong Kong, China, Macau, Japan, Taiwan, Thailand, Singapore, Malaysia, South Korea, United Kingdom, United States of America, Canada, Australia, Germany, Netherlands, France, Switzerland, Italy, Philippines, Indonesia, United Arab Emirates, etc. The most updated available countries and regions list is available in MyCigna HK App. The list may change without any prior notice.
- l) When using eDoctor overseas, the customer and the doctor may not be in the same jurisdiction. Doctors will comply with the local country’s regulations to provide the consultation.
- m) eDoctor is subject to the regulatory requirements of doctors to providing the Service in the location.
- n) eDoctor is subject to availability of doctors.
- o) Customers need to complete the installation of MyCigna HK App according to the instructions provided to enjoy “eDoctor” video consultation for family, Outpatient discount and Body check discount.
- p) This data waiver is only applicable to the local data usage incurred by the MyCigna HK App’s video consultation part only on smartphone using SmarTone mobile network. Data usage incurred by apps download and software update are excluded. Standard roaming data charges will apply while using the service abroad. If the customer has applied for a Roaming Data Pack, data will be deducted from the plan.
- q) Calls made by the mobile numbers under eDoctor will incur voice usage and be counted as voice minutes. Roaming charge and standard roaming data charge apply when roaming. For details of the charges, please visit https://www.smartone.com/tc/mobile_and_price_plans/roaming_idd/coveragencharges/charges.jsp. Usage of voice and roaming will be deducted from the main number’s service plan and any additional usage incurred will be charged to the monthly bill accordingly.

2.13 **Outpatient Discount (“This discount”) :**

- a) This discount is arranged by Cigna. Relevant outpatient services are provided by Cigna’s medical network.



- b) This discount covers visits to a network general practitioner, specialist, physiotherapist, Chinese medicine practitioner and acupuncturist.
- c) Customers are required to show identification document requested by medical network in order to enjoy the discount.
- d) This discount applies only to the main subscriber (but not the dependents), and is not transferable or redeemable for cash or other services.
- e) The outpatient consultation fees are to be borne by the customers and settled with the medical network directly.
- f) The discounts may vary for different medical professionals in Cigna's medical network. Please visit MyCigna HK App to check the medical network contact information and make enquiry for the discount details. In case of any dispute, Cigna's decision shall be final.
- g) Cigna's medical network will be updated from time to time without prior notice. For the latest list of medical professionals, customers should refer to the Doctor List available at MyCigna HK App.

2.14 Body Check Discount ("This discount") :

- a) This discount is arranged by Cigna and provided by Precision Health Care Services Ltd. ("V-Care").
- b) This discount may be used for the body check package which includes laboratory investigation on : Physical Examination, Liver Function Screening, Renal Function Screening, Diabetes Screening, Cholesterol Screening, Urine Examination.
- c) If you have any enquiry on this discount, please contact V-Care Customer Service hotline 2539 9215.
- d) V-Care reserves to change the availability and servicing hours of centers without prior notice.

V-Care Appointed Servicing Centres	Opening Hours (Hong Kong time)	
V-Care Health Centre : Rm. 2302, Hang Lung Centre, 2-20 Paterson St., Causeway Bay, HK	Mon - Fri	9:30am – 1:30pm 2:30pm – 6:30pm
	Sat	9:30am – 1:30pm 2:30pm – 6:00pm
PHC Medical Diagnostic Centre Ltd.: Rm. 613, Champion Bldg., 301-309 Nathan Rd., Kln	Mon - Sat	9:30am – 1:30pm 2:30pm – 6:30pm
PHC Medical Diagnostic Centre Ltd.: Rm. 1107, Nan Fung Centre, 264-298 Castle Peak Rd., Tsuen Wan, NT	Mon - Sat	9:30am – 1:30pm 2:30pm – 6:30pm

2.15 You agree :

- a) To use the Service for personal and non-commercial use only;
- b) 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.

2.16 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.

2.17 The Service will be terminated simultaneously upon the termination of the mobile monthly service plan.

2.18 The Company and Cigna make no warranty that :

- 2.13.1 The Service will meet the Customer's requirements;
- 2.13.2 The Service will be uninterrupted, timely, secure or error-free;
- 2.13.3 The results that may be obtained from the use of the Service will be accurate or reliable; or
- 2.13.4 The quality of any services, information or other material obtained by the Customer through the Services will meet his/her expectation.

2.19 The customer expressly understands and agrees that the risk of the customer using this Service is borne by the customer. This Service is provided on an "as available" and "as is" basis. SmarTone and Cigna expressly do not provide any express or implied warranties, including but not limited to commercial merchantability, fitness for purpose and non-infringement of third party rights. The Company and Cigna assume 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 from using the Service, including without limitation, the download of any materials, data or information. The Customer



expressly relieve SmarTone and Cigna from any and all liabilities arising from the access or use of any part of the Service.

- 2.20 All contents under the Service are provided by Cigna, MyCigna HK App, Teladoc Health International S.A. and Precision Health Care Services Ltd, and SmarTone and Cigna (where the contents are not provided by Cigna) are not responsible or liable for their quality, nature, accuracy and usefulness of the contents.
- 2.21 The content and categories of content available in the Service and the charges of the Service are subject to change at any time without prior notice.
- 2.22 The Company and/or Cigna may (i) 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; (ii) limit or suspend your access to any of the Service with or without notice to you if the Company and/or Cigna is/are of the opinion that such action is appropriate as a result of your use of the Service; (iii) take any steps or omit to take any steps, with or without notice to you, for any reason the Company and/or Cigna deem(s) relevant to the management or the operation of any of the Service and the Company's and/or Cigna's business, that may expand, reduce, modify, suspend, limit, make inaccessible or adversely affect the Service or any part thereof.
- 2.23 The Company and Cigna 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.
- 2.24 Users agree to be bound by the Terms of Use of MyCigna HK App, which agreement can be found at <https://www.mycigna.com.hk/terms-and-conditions?lang=en>.
- 2.25 SmarTone is the authorized partner of Cigna for billing and collection of the charges of the Service from the Customer during the subscription period. For the avoidance of doubt, SmarTone is not an authorized insurance agent of Cigna and is not a licensed insurance intermediary, and shall not carry out any regulated activities set out in the Insurance Ordinance (Chapter 41 of the Laws of Hong Kong).

3) Rebate (if applicable)

- 3.1 Credit Amount to be rebated to the Customer will be credited to the Customer during the Term according to the credit arrangement specified in the Sales and Services Agreement (or Supplemental Agreement to the Sales and Services Agreement).
- 3.2 The Credit Amount will be credited to the monthly bill of the Customer's Account. The first Credit Amount will be credited to the 1st monthly bill after the service effective date.
- 3.3 If, on the date of this Sales and Services Agreement, the Account is already subject to an arrangement (each a "Previous Credit Arrangement") under which any sums or charges prepaid by the Customer or the Company are to be credited by the Company to the Account, the crediting of the first installment to the Account by the Company under this Sales and Services Agreement shall be postponed to the date falling 30 days after the date of cessation of: (a) the Previous Credit Arrangement; or (b) if there is more than one Previous Credit Arrangements, the Previous Credit Arrangement with the latest expiry date. The date of cessation of the Previous Credit Arrangement will be deemed to be the date on which the last amount to be credited to the Account under the Previous Credit Arrangement is actually credited to the Account.
- 3.4 The Credit Amount paid by the Company will only be applied by the Company to meet the Customer's payment obligations to the Company in respect of the Account. However, the Customer cannot set-off any other sum payable to the Company against any part of the Credit Amount payable by the Company to the Account.
- 3.5 The Credit Amount cannot be exchanged for cash under any circumstances.
- 3.6 The Company shall not be under any obligation to pay any interest to the Customer on the Credit Amount.
- 3.7 The Customer shall not be entitled to the Credit Amount or any balance thereof upon the occurrence of any of the following events before the expiry of the Term:
 - a) if the Customer changes to a (i) service plan with monthly fee equal to or below the Service Plan amount specified in the Sales & Services Agreement (or Supplemental Agreement to Sales and Services Agreement) or (ii) non-specified service plan in the Sales & Services Agreement (or Supplemental Agreement to Sales and Services Agreement); or
 - b) if the Customer cancels or changes "eDoctor" Service; or
 - c) if the Customer enjoys special phone offer; or
 - d) if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
 - e) if the mobile telephone service is terminated/disconnected for whatever reason; or
 - f) if at the request of the Customer or for whatever reason caused by the Customer, the mobile telephone services cannot be activated within 90 days from the date of the Sales and Services Agreement.

4) Liquidated Damages (if applicable)

- 4.1 The Customer shall pay the Company liquidated damages ((which is equivalent to the sum of the monthly fee of the Service multiplied by the remaining months of the Term) upon the occurrence of any of the following events before the expiry of the Term:
- a) if the Customer changes to a (i) service plan with monthly fee equal to or below the Service Plan amount specified in the Sales and Services Agreement (or Supplemental Agreement to Sales and Services Agreement) or (ii) 2G Service Plan or (iii) IC2N Service plan; or
 - b) if the Customer cancels or changes “eDoctor” Service; or
 - c) if the Customer changes the mobile telephone number / the registered name for the mobile telephone number; or
 - d) if the mobile telephone service is terminated/disconnected for whatever reason; or
 - e) if at the request of the Customer or for whatever reason caused by the Customer, the mobile telephone services cannot be activated within 90 days from the date of the Sales and Services Agreement.

5) Intellectual Property rights

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

6) Privacy Policy

- 6.1 Your privacy is important to the Company. The Company has developed a Privacy Policy that covers how it collects, uses, discloses, transfers and stores your information. Please visit smartone.com/privacypolicyen for full details of the Company’s Privacy Policy.
- 6.2 The Company will do its best to keep your privacy safe, but still need your help. Please protect your own personal information carefully.

7) Applicable Laws

- 7.1 You shall comply with the laws of Hong Kong Special Administrative Region in relation to your use of the Service.
- 7.2 You expressly agree to the exclusive jurisdiction of the courts of Hong Kong Special Administrative Region in determining any dispute with the Company or relating to the use of the Service.

8) Limitation of Liability

- 8.1 The Company and Cigna 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 you, or any person arising (directly or indirectly) from or out of or relating to the Service.

9) Advertising

- 9.1 You acknowledge and agree that the Service includes advertisement.
- 9.2 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.
- 9.3 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 you as a result of an advertisement or any other information displayed in the Service. By using the Service, you expressly acknowledge and agree 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.
- 9.4 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 your 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 you.



10) The Company reserves the right to revise the terms and conditions of the Service from time to time. If any dispute arises, the Company's decision shall be final. In case of discrepancies between the English and Chinese versions of the Terms & Conditions, the English version shall prevail.