

## **Terms & Conditions T&C-V155**

### **(Terms & Conditions for SmarTone Screen Replace™)**

**SmarTone**

#### **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™ is provided by Avo Insurance Company Limited and Sun Hung Kai Properties Insurance Limited (collectively "Avo"). Please refer to Avo website [https://storage.heyavo.com/avopublic/Avo%20Screen%20Replace%20\(SmarTone\)%20Coverage%20Details.pdf](https://storage.heyavo.com/avopublic/Avo%20Screen%20Replace%20(SmarTone)%20Coverage%20Details.pdf) for coverage details.
- 2.2 The Customer shall be entitled to the Service for the period ("Period") specified in the Sales and Services Agreement. The Period shall start from designated date set out below:
- a) the Purchased Device is purchased from SmarTone's sales channels:
    - (i) the purchase date of the Purchased Device is set out in the Sales and Services Agreement
  - b) the Purchased Device is purchased from the SmarTone Online Store:
    - (i) the purchase date of the Purchased Device is set out in the Receipt
- 2.3 The Service is applicable to:
- a) Customers who subscribe to designated service plans of the Company and purchase a designated handset and/or wearable devices from SmarTone's sales channels
  - b) Customers who purchase a designated handset and/or wearable devices at SmarTone Online Store
- 2.4 The Service is only eligible for subscription at the time of purchase of Purchased Device from the Company.
- 2.5 Each Purchased Device is entitled to join the Service once.
- 2.6 The Service will automatically cease after the maximum number of approved Reimbursement has been provided and no further Reimbursements or refunds will be provided.
- 2.7 Getting Reimbursement:
- a) Repair or replacement of the Purchased Device must be carried out by the Customer with the manufacturer(s) of the Purchased Device and/or its Authorised Repair Centre(s).
  - b) The Customer shall visit Avo's website <https://www.heyavo.com/en/claim/smartone-claim/screen-replace/>, fill in an online claim form together with uploading the official repair receipts issued by the manufacturer(s) of the Purchased Device and/or its Authorised Repair Centre(s); or fill in a claim form and submit to Avo by mail or email together with the official repair receipts. The official repair receipts should include (but not be limited to) the IMEI / Serial number of the Purchased Device, model, date of repair, and repair cost of the damaged screen or back cover.
  - c) The form and the official receipt must be filed with Avo within 30 days after the occurrence of the accident causing the loss or damage. The date of repair or replacement must be within the Period applicable to the Purchased Device.
  - d) Avo has the absolute and final right to approve or reject the Reimbursement according to the submitted information. The approved Reimbursement will be settled by cheque and will be sent to the Customer's registered address provided by the Customer or bank-in to the bank account provided by the Customer.
- 2.8 The Reimbursement will not cover the following loss or damage to the Purchased Device:
- a) Pre-existing damage of the Purchased Device;
  - b) Loss or damage which is not accidental in nature;
  - 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 Purchased Device;
  - d) Loss or damage that does not affect the functionality of the screen of the Purchased 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;

- e) Loss or damage which is covered by warranties of the manufacturer(s) of the Purchased Device;
- f) Loss or damage for which service or recovery may be obtained under any recall campaign or class action suit;
- g) Any other repair, refurbishment or replacement of any other component or the Purchased Device itself;
- h) Loss or damage to a Purchased Device whose IMEI /Serial number has been tampered, removed, erased, defaced, altered or is illegible;
- i) Loss or damage to a Purchased Device which 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) Loss or damage that is beyond or not applicable to repair unless the manufacturer(s) of the Purchased Device and/or its Authorised Repair Centre(s) offer a replacement as the only option for repair, Avo may at its discretion reimburse 60 percent of the cost of replacement, subject to the maximum limit per Purchased Device. The Reimbursement percentage may vary from time to time.

### **3) Your Responsibilities**

3.1 In order to receive Reimbursement, the Customer shall comply with the following terms and conditions:

- a) The repair or replacement must be handled by the manufacturer(s) of the Purchased Device and/or its Authorised Repair Centre(s) in Hong Kong only.
- b) The Customer shall provide official repair receipts issued by the manufacturer(s) of the Purchased Device and/or its Authorised Repair Centre(s). The official repair receipts should include (but not be limited to) the IMEI / Serial number of the Purchased Device, model, date of repair, cause of damage to screen or back cover and repair cost of the damaged screen or back cover.
- c) The Customer will provide information about the nature of the damage to the Purchased Device.
- d) The Customer will respond promptly to requests for information, including (without limitation) with regard to the IMEI/ Serial number of the Purchased Device, the model, date of repair, cause of damage to screen or back cover and repair cost of the damaged screen or back cover.

### **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 are 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 These Terms and Conditions, and the use of the Service, shall be governed by the laws of the Hong Kong Special Administrative Region.

6.2 The Customer expressly agrees that the courts of the Hong Kong Special Administrative Region shall have the exclusive jurisdiction for any claim or dispute with the Company 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 to make any final decision in relation to the Service and to revise the terms and conditions of the Service from time to time.