

Terms and Conditions of HKT Smart Warranty

1. The HKT Smart Warranty the Customer has agreed to purchase under this Sales Agreement is provided by Hong Kong Telecommunications (HKT) Limited (“**HKT**”). By purchasing the HKT Smart Warranty, the Customer is deemed to agree to all the provisions in relation to the HKT Smart Warranty, including all provisions of the relevant sales agreement and/or other document(s) which the Customer has signed in relation to the purchase of the HKT Smart Warranty (collectively, “**Sales Agreement**”) and such other terms and conditions HKT and/or other service provider(s) set out in the Sales Agreement (collectively, “**Service Providers**”) and each a “**Service Provider**”) may advise the Customer or agree with the Customer from time to time (collectively, “**Smart Warranty Contract**”). The provisions of the Smart Warranty Contract govern the Customer’s purchase and HKT’s provision of the HKT Smart Warranty.
2. The Smart Warranty Contract shall cover one piece of eligible product purchased from HKT or such other Service Provider (as indicated in the Sales Agreement) (“**Product**”), which Product must be used by the Customer for the purposes permitted under the Sales Agreement.
3. The Smart Warranty Contract must form and commence within 180 days from the date of the Customer’s purchase of the Product. For HKT’s (or the other Service Provider’s) verification purposes, the Customer must be able to produce the original sales receipt, the relevant application form and/or such other documents so requested by us, indicating the Customer purchase of the Product.
4. The term of the Smart Warranty Contract of the HKT Smart Warranty (“**Term**”) is the designated period (of one (1) year or two (2) years) as set out in the Sales Agreement. While the commencement date of the Term of the HKT Smart Warranty on each of the Product and its embedded battery shall be different, their respective expiry date of the Term shall fall on the same date.
5. The Term of the HKT Smart Warranty on the Product shall commence from the expiry of the term of the original written warranty (“**Manufacturer’s Original Warranty**”) of the Product so provided by the manufacturer of the Product (“**Manufacturer**”).
6. Notwithstanding any provision herein and other terms of the Smart Warranty Contract, the Term of the HKT Smart Warranty on any embedded battery of the Product shall commence from the expiry of the term of the original written warranty for such embedded battery provided by the Manufacturer and shall end on the same date as the expiry of the Term of the HKT Smart Warranty on the Product.
7. The Smart Warranty Contract provides repairs of and/or one-time replacement of the Product in Hong Kong only, if found defective during the Term. The coverage under the Smart Warranty Contract is for mechanical and electrical breakdown of the Product to the extent provided by the Manufacturer’s Original Warranty only, subject to the Maintenance Balance (which amount is indicated in the Sales Agreement and as defined below). The Smart Warranty Contract is a service contract and not a guarantee or promise in light of the nature of the material, workmanship or performance of the Product.
8. The Customer is only entitled to one replacement of the failed / defective Product during the Term under the Smart Warranty Contract. HKT shall have the option to repair or replace the failed / defective Product with the same model or like kind, specifications and quality at HKT’s sole discretion. If HKT is of the view that the failed / defective Product is beyond repair and should be replaced with a new product, HKT will advise the Customer to purchase a new product with the same model or like kind, specifications and quality as the failed / defective Product at HKT’s designated shops or certain other renowned retail stores in Hong Kong as so designated by HKT from time to time at HKT’s sole discretion, within a designated period of time and may be subject to other conditions HKT may impose. HKT shall reimburse the Customer the purchase price of the new replacement product upon the Customer’s production of the original sales receipt and/or such other documents so requested by HKT, indicating the Customer’s purchase of the new replacement product, Provided always that the amount of HKT’s reimbursement shall be limit to, and shall not in any way exceed, the Customer’s remaining Maintenance Balance for the failed / defective Product at the material time. If, at any time during the Term, the Customer’s remaining Maintenance Balance is not enough to cover the purchase price of the new replacement product, the Customer shall be liable to pay the difference between the purchase price of the new replacement product and the Customer’s remaining Maintenance Balance. The Smart Warranty Contract will automatically terminate in the event that the Product is replaced, with the date of such termination to be determined by HKT. If the failed / defective Product is replaced by HKT, the original failed / defective Product shall become HKT’s property. HKT recommends that the Customer to purchase a new HKT Smart Warranty for the new replacement product for similar protection to be afforded to the new replacement product. Due to technological advances, the replacement product may be of lower retail value than the original Product.

9. The aggregate value for all repairs of the Product for which HKT is liable for the whole Term under the Smart Warranty Contract shall be limited to the purchase price that the Customer paid for the Product (e.g. the unit price of the Product) or the Recommended Retail Price of the Product as indicated in the Sales Agreement (as the case may be) ("**Maintenance Balance**"). After each repair of the Product during the Term under the Smart Warranty Contract, the Customer's Maintenance Balance will be reduced by the costs for such repair accordingly (HKT's representative will advise the Customer of such repair cost before the repair is carried out). If, at any time during the Term, the Customer's remaining Maintenance Balance is not enough to cover the costs of any repair proposed to be carried out under the Smart Warranty Contract, the Customer shall be liable to pay the difference between the costs of that repair and the Customer's remaining Maintenance Balance before that repair will be carried out.
10. For the avoidance of doubt and notwithstanding any provisions of the Smart Warranty Contract, the scope of the repair and/or replacement of the Product under the Smart Warranty Contract shall not in any way be wider than those provided in the Manufacturer's Original Warranty, and shall exclude any of the followings:
- (a) Product that is still covered by the Manufacturer's Original Warranty, any other repairers warranty or any other warranty in effect;
 - (b) Any defects that are subject to the Manufacturer's recalls;
 - (c) Non-operating and cosmetic items, paint, colour or product finish; accessories used in or with the Product; audio and video external cables and cords; glass and lens; add on options incorporated; unauthorised modifications made to the Product; failure to follow the Manufacturer's installation, operation or maintenance instructions; any items not affecting the Product's function;
 - (d) Software (including operating system and any stored data), defects resulting directly from software installation and/or removal, computer virus, virus prevention, and other peripherals; repairs to hardware that has been added after the Product's original purchase;
 - (e) Consumables such as batteries (embedded battery excepted), stylus, bulbs, tapes and diskettes, ribbons, toner and ink cartridges etc.;
 - (f) External faults such as wiring, electrical connection or plumbing, realigning of signal receivers (poor receptions), and consequential loss of any kind;
 - (g) Accidental or intentional physical damage to the Product; burglary or theft of the Product; spilled liquids, corrosion, animal and insect infestation, Fungi (as defined below), wear and tear, gradual deterioration, including but not limited to moisture, oxidation, misuse, abuse or damage to the Product caused by non-authorized repair personnel. For the purpose of the Smart Warranty Contract, the term "**Fungi**" shall mean any type or form of fungus, including but not limited to all forms of mould or mildew, and any mycotoxins, spores, scents, vapours, gas, or substance, including any by-products, produced or released by Fungi;
 - (h) Diagnosis where no defect has been found or noted;
 - (i) Defects and on-site service charges not covered under the Manufacturer's Original Warranty;
 - (j) Shipping or delivery charges (except for courier service charges included in the Door-to-Door Service (as defined below)), express service charges, transportation damage; removal or reinstallation of the Product, and products on loan during repair process;
 - (k) Product transfer to any parties including but not limited to teachers, parents, guardians and/or students;
 - (l) The Customer's report of the failure of the Product was not reported prior to any repair or a repair is performed by a non-authorized HKT's repairer; and/or
 - (m) Any loss or damage to a person or property for any loss of profit, incidental, contingent, special or consequential damages or any direct or indirect loss, including but not limited to losses incurred due to any delay in rendering service under the Smart Warranty Contract and loss of use during the period that the Customer's Product is under repair at an authorised repairer and/or while awaiting parts of the Product.
11. When there is a failure of the Product due to an electrical or a mechanical breakdown during the Term, the Customer should promptly call the HKT Smart Warranty Hotline as listed below during office hours and HKT's representatives will assist in meeting the Customer's service needs.
12. If the Product under the HKT Smart Warranty is a tablet or notebook computer, HKT's representative will arrange for a courier service (excluding outlying islands such as Lantau Island, Lamma Island, Cheung Chau and Ma Wan, and remote areas in Hong Kong as designated by HKT from time to time, such as Lo Wu, Lok Ma Chau and Sha Tau Kok) to collect the failed / defective Product from the Delivery Address for

repair to be carried out and return it to the same address after repair ("**Door-to-Door Service**"). The charges for any such courier services will not be deducted from the Customer's Maintenance Balance. For the avoidance of doubt, the Door-to-Door Service is only available if the failed / defective Product is a tablet or notebook computer and is not available in relation to any replacement of the failed / defective Product. The Door-to-Door Service shall only be available during the Term of the Customer's HKT Smart Warranty Period of the Customer's tablet or notebook computer.

13. The use of the Door-to-Door Service under the Smart Warranty Contract will be at the Customer's own risk. HKT will not be liable for any loss or damage to the Product or the replacement product, any person, entity and/or any property which may arise or incur in connection with the Door-to-Door Service, including but not limited to any loss of profit, incidental, contingent, special or consequential damages or any direct or indirect loss, including but not limited to any loss of use incurred.
14. In case of inconsistencies between the English and Chinese versions of the Smart Warranty Contract, the English version shall prevail

HKT Smart Warranty Hotline:	2888 3238	Office Hours:	Monday to Friday:	0900 to 1800
			Saturday:	0900 to 1300
			Sunday and Public Holiday:	Closed

HKT Consumer Service Hotline:	1000	Office Hours:	24 Hours, 7 days a Week
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