

**Care-on-Call Service Agreement Terms and Conditions  
(English Version)**

1. Provision and Acceptance of 24-Hour Care-on-Call Service
  - 1.1 Senior Citizen Home Safety Association ("SCHSA") shall provide 24-Hour Care-on-Call Service (the "Service") in accordance with these terms and conditions. The Subscriber (the "Subscriber") shall subscribe to the Service in accordance with these terms and conditions and shall accordingly pay or prepay the monthly service fees ("Fees") on time (inapplicable to charity cases).
  - 1.2 SCHSA shall provide the Service only to the Subscriber himself or, when the Subscriber is not the user, to the user designated by the Subscriber ("Designated User"). Whether the Subscriber is the user himself, or the Subscriber authorizes the Designated User, the person using the Service is the user (the "User"). The Subscriber undertakes not to authorize anyone else to use the Service other than the Designated User. The Subscriber shall be liable to SCHSA not only as a contracting party under this service agreement, but also liable for all loss and damages incurred by SCHSA as a result of the improper use of the Service by any person (whether authorized or not). The Subscriber and/or the User are referred to as the "Customer".
  - 1.3 After the signing of the service agreement, SCHSA shall contact the User as soon as practicable to arrange for the installation of Care-on-Call Service products (including any product such as Wired or Wireless PEL device and remote control, Smartwatch, Safety Phone, eCare Link® Mobile App, Mobile Link, New MobileLink, etc.) and activation of services. The minimum usage period specified in the service agreement and SCHSA's relevant changes shall take effect from the service activation date.
  - 1.4 SCHSA shall only provide the User with product maintenance and repair services during the valid contract period in accordance with the warranty terms provided that such maintenance and repair services shall not be available if the product damage or loss is caused by misuse, man-made damage, negligence, accidental damage, unauthorized alteration, replacement or repair of any part of the devices including the remote control or any deliberate damage by the User or any other third party. For the avoidance of doubt, maintenance and repair are only available for repair or replacement of defective parts of the hardware. If any rented devices are lost or damaged due to misuse, man-made or accidental damage, or loss by the User, the Subscriber shall compensate SCHSA, and the amount of compensation shall be determined based on market conditions. SCHSA shall have the final decision.
  - 1.5 Except with the special permission of SCHSA, the Subscriber shall subscribe to the Service for a period of not less than the minimum period of use as stated in the service agreement. Otherwise, the Subscriber shall pay SCHSA all service charges and other related costs for the remaining period.
  - 1.6 If there are any changes or adjustments in the Service and Fees, SCHSA shall notify the Subscribers in writing to their contact address or by email to their email address (applicable only to self-pay and special subsidy cases).

- 1.7 (Applicable to Safety Phone™ plans) Safety Phones™ provided by SCHSA use LBS or GPS + Wifi + LBS location technology, which may be inaccurate due to environmental factors.
- 1.8 (Applicable to Smartwatch plans) Smartwatch provided by SCHSA use GPS + Wifi + LBS + BDS multiple location technology. The accuracy of the location search function supported by these technologies may be affected by environmental factors.
- 1.9 (Applicable to New MobileLink plans) New MobileLink provided by SCHSA use LBS or GPS + Wifi + LBS location technology, which may be inaccurate due to environmental factors.
- 1.10 Some services provided by SCHSA (such as Location Search and Vigilance Service) may be affected by external factors out of our control , such as how the Users use their devices and set their settings. This includes but is not limited to User's failure to keep the devices operating normally due to, for example, battery power exhaustion, turning off the phone, not activating eCare Link® Mobile App and/or location search function.

## 2. Records

- 2.1 In the event of disputes over the use of the Service or Fees, the records held by SCHSA and any third party assisting SCHSA in providing the Service shall be final and binding on the Customer.

## 3. Exclusion of Liability

- 3.1 Except for liabilities which cannot be excluded under laws, SCHSA and/or any third party service providers providing Services shall not be liable to the Subscriber, the User and/or any other person under contract, tort or otherwise for any costs, expenses, loss, damages and/or liabilities suffered or incurred, directly or indirectly, by the Subscriber, the User and/or any other person arising from or in connection with: (i) the provision of, failure to provide, and/or any service agreement arisen during the provision of, the Service; and/or (ii) any acts or omissions (whether accidental, negligent and/or intentional) in connection with the performance of the Service by SCHSA and/or its third party service providers providing Services, and/or their respective agents, employees and/or contractors, subcontractors and/ or suppliers; and/or (iii) the User using their own equipment to connect to SCHSA's system and/or any third party's telecommunications network. The Subscriber or User (collectively called "Customer") shall compensate and be liable for any loss and damages suffered by SCHSA and/or other consequences.
- 3.2 SCHSA will not pay more than the Contract Value in compensation (even if we have been negligent) for all our liabilities under the Contract for the Care-on-Call Service and related service, Telecommunication Service(if applicable), Equipment and any other goods we supplied or provided.
- 3.3 The Customer agrees that SCHSA shall exclude all liabilities arising from or in connection with the following circumstances:

- (a) Earthquake, typhoon, fire, thunderstorm, war, terrorism, revolution, trade embargo, riots, civil commotion, protests, demonstration, industrial action, governmental action, traffic problems and/or any other circumstances (whether of like nature to those specified above or not) which are beyond the control of SCHSA;
- (b) Breakdown, delay, interruption, error of electricity, technology, network, system or signal, or any other breakdowns, incidents or problems outside the control of SCHSA, resulting in the failure of the SCHSA devices (whether wired or wireless) (including any device that supports the provisions of Care-on-Call Service such as PEL device and remote control, Smartwatch, Safety Phone, eCare Link® Mobile App, Mobile Link, New MobileLink, etc.) to perform their intended function or the failure for SCHSA to provide certain services (such as Location Search or Vigilance Service);
- (c) Any use of the SCHSA devices other than in accordance with SCHSA's instructions including switching off or unauthorized alteration of setting or removal or opening of the SCHSA devices ; Users failure to regularly change the device (including the mobile phone with the eCare Link® Mobile App) resulting in the turning off of the device; or if there is a malfunctioning of SCHSA devices affecting their operation but the User has not taken remedial measures or notified SCHSA of the relevant problems in a reasonable and timely manner;
- (d) Incorrect or incomplete Information provided by the Customer (including but not limited to the information and personal data provided by the Customer during the setting up of the Service and/or during emergency conversations) and/or failure of the Customer to notify SCHSA to correct and update any information and personal data, which affects and/or limits the Service provided by SCHSA;
- (e) Except with SCHSA's consent, any changes, cancellation or addition to any telephone service, function, settings or telephone line (including cancellation of the phone number display function, addition of call blocking or other value-added services) causing injuries or losses due to the failure of the SCHSA devices to perform their original function.
- (f) Special circumstances in the User's residence or location causing loss, injuries or death due to the failure of the SCHSA devices (including location search feature) to function properly or the inability of emergency service providers to reach the User's in a timely manner; and/or
- (g) Delay, omissions and/or actions of the emergency service providers (including ambulance, police and/or fire services) or any emergency measures taken by the emergency service providers (including breaking into a house) or any losses or injuries caused by the User's refusal to cooperate with the emergency service providers.

3.4 Articles 3.1 to 3.3 shall survive the termination of this Agreement and shall remain in full force.

#### 4. Suspension or Termination of the Service

4.1 SCHSA shall be entitled to suspend or terminate the Service immediately without prior notice to the Customer in the following circumstances:

- (a) SCHSA has reasonable grounds to believe that the Customer has committed fraud, or that the Customer has unauthorized or improper use of the Service, and/or that the Customer's conduct has affected the SCHSA's provision of the Service.

Improper use of Service or conduct which hinders SCHSA's operation includes but is not limited to when Customers in talking to or dealing with SCHSA Staff:

- use foul language;
- use provocative or intimidating words or expressions;
- engage in behavior that is offensive or harassment to SCHSA staff;
- continue to make excessive calls to our Call Centre without imminent emergency or real service needs.

- (b) In the event of failure of the Subscriber to pay the Fees in full when due, SCHSA is entitled to terminate the Service and recover all outstanding payments;
- (c) The Customer has breached his obligations under this Agreement and has failed to remedy the breach within 30 days of receipt of the relevant notice;
- (d) SCHSA is complying with the orders, instructions or requests from the Telecommunications Authority or other relevant government authorities;
- (e) Any permit, license or consent required by SCHSA in the performance of its obligations under this Agreement have been refused or withdrawn. In such circumstances, SCHSA shall give notice in advance to the Subscriber and the User for the longest period practicable.

4.2 In case of termination of the Service under clause 4.1, SCHSA is entitled to have the rented PEL Device (whether Wired or Wireless) and remote control and New MobileLink returned (if applicable).

4.3 In case of Customer's breach of this agreement under 4.1(a) to (c), the Subscriber shall continue to be liable for all charges for the Service from suspension or termination of service until the end of the minimum period of use, and SCHSA shall be entitled to recover all loss and damages incurred by SCHSA as a result of its breach.

4.4 (Applicable only to charity cases) SCHSA shall be entitled to terminate the sponsorship of the Service of the Users in accordance with i) the wish of the donor of the charitable fund, (ii) the User's current situation and/or (iii) the reserve status of the charitable fund.

## 5. Term and Termination of Agreement

5.1 If the Subscriber fails to meet the minimum period of use as agreed, the Subscriber (inapplicable if the Subscriber is deceased) shall pay SCHSA all service charges for the remaining period. If the minimum period of use has expired (and has not been renewed), either the Subscriber or SCHSA shall be entitled to give the other party at least 30 days' written notice in advance to terminate this Agreement (the Users subsidized by the Housing Society shall give at least one

month's notice of termination to SCHSA and the termination date must be the last day of that month). In the event of a discontinuation of the Service due to the death of the User (whether or not the minimum period of use has expired), the Subscriber shall only be required to pay the Service charge of (i) one month (in self-pay cases) or (ii) that month (special subsidy cases) as administrative costs (the administrative fees for the Users subsidized by the Housing Society shall be waived).

- 5.2 In the event of termination of the Service by either SCHSA or the Subscriber, the Subscriber or User must return the rented PEL Device (whether Wired or Wireless) and the remote control and New MobileLink to SCHSA and pay the remaining fees within 30 days of the termination. SCHSA shall return security deposit (if applicable) to the Subscriber within 30 days after receiving the rented devices. If the Subscriber or the User fails to return the rented devices to SCHSA within 30 days of service termination, their security deposit will be forfeited and they may be liable to compensation to SCHSA for the loss in devices.
- 5.3 If this Agreement is terminated for whatever reasons, SCHSA shall no longer be able to provide the Service to the Customers including any emergency support services, and SCHSA shall not be liable for any incidents, loss, damages and injuries arising from the termination of the Service.
- 5.4 (Applicable only to charity cases) SCHSA shall be entitled to randomly review User's eligibility for exemption and subsidization of the Service Fees. If the Customer fails to submit the relevant documents within the specified time limit and therefore the review cannot be conducted, SCHSA reserves the right to terminate the Service. SCHSA shall decide whether or not to renew the agreement or amend any relevant provisions after the review.
- 5.5 (Applicable to charity cases) If, according to SCHSA's assessment, the User meets the eligibility criteria of Comprehensive Social Security Assistance ("CSSA") subsidy scheme, SCHSA shall be entitled to request the User to transfer to the CSSA subsidy scheme. If the User unreasonably refuses, SCHSA shall have the right to terminate the Service.
- 5.6 SCHSA shall have the final decision to terminate this Agreement.

## 6. Consequences of termination

- 6.1 The termination as set out above shall be without prejudice to SCHSA's rights and/or claims against the Customer subsisting prior to the termination, nor does it relieve the Customer of his obligations, including but not limited to the payment of all outstanding charges.

## 7. Others

- 7.1 In addition to these terms and conditions, Customers are also required to follow the Care-on-Call Service User Guidelines and additional User Guidelines for

Smartwatch/eCare Link® Mobile App/ Safety Phone / New MobileLink.

- 7.2 SCHSA reserves the right to change or update these terms and conditions, the User Guidelines and the additional User Guidelines, and shall notify the Subscriber and the User in writing of such changes or updates.
- 7.3 These terms and conditions are governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region. The Hong Kong courts shall have non-exclusive jurisdiction over any disputes arising out of or in connection with these terms and conditions.
- 7.4 In case of any inconsistencies between the Chinese and English versions of these terms and conditions, the Chinese version shall prevail.

(06.09.2024)