## **Screen Care Service Terms and Conditions**

## 換芒寶服務條款與細則

In order to use the Screen Care Service ("**Service**"), You must read, understand 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. 您必須閱讀、理解並同意以下條款與細則,方可使用換芒實服務(下稱「**服務**」)。如果您不同意任何以下條款與細則,則不得使用本服務。

- 1. The Service is provided by Avo Insurance Company Limited ("**Avo**"). Please refer to the Avo website <a href="https://www.heyavo.com/v0/products/3HK/document?name=coverage\_details&plan=3HK-A">https://www.heyavo.com/v0/products/3HK/document?name=coverage\_details&plan=3HK-A</a> for coverage details. <a href="https://www.heyavo.com/v0/products/3HK/document?name=coverage\_details&plan=3HK-A">https://www.heyavo.com/v0/products/3HK/document?name=coverage\_details&plan=3HK-A</a>以了解承保範圍詳情。
- The Service is applicable to designated devices (as determined by Hutchison Telephone Company Limited "HTCL" from time to time) that are purchased from HTCL's retail stores or at HTCL's online store at <a href="https://www.three.com.hk/tc/home.html">https://www.three.com.hk/tc/home.html</a> ("Purchased Device"). <a href="https://www.three.com.hk/tc/home.html">https://www.three.com.hk/tc/home.html</a> 購買的指定裝置(由和記電話有限公司「HTCL」不時確定)(下稱「已購裝置」)。
- You are entitled to the Service for a period of 12 months commencing on and from the purchase date as set out in the sales receipt issued by HTCL for the Purchased Device ("**Period**").

  您有權自己購裝置購買日期起的 12 個月內(下稱「**期限**」)享受本服務,該購買日期於 HTCL發出的銷售收據列明。
- 4. The Service provides reimbursement ("**Reimbursement**") for accidental physical damage to the device screen and/or its back cover of the Purchased Device during the Period. The Reimbursement only applies to the repair or replacement cost in respect of the Purchased Device's screen and/or back cover if it is damaged by an accident to the Purchased Device. The maximum amount of the Reimbursement is HK\$2,800 per claim ("**Maximum Reimbursement**") and You are entitled to only one approved Reimbursement for each Purchased Device during the Period.

  本服務對在期限內已購裝置的屏幕和/或機背發生的意外物理損毀提供賠償(下稱「**賠償**」)。賠償僅適用於已購裝置的屏幕和/或機背因意外損毀而導致的維修或更換費用。賠償金額的最高限額為每次索賠 HK\$2,800(下稱「**最高賠償額**」),您在期限內只有資格享有一次核准賠償。
- 5. The Service will automatically cease after one approved Reimbursement has been provided and no further Reimbursements or refunds will be provided.

在提供一次核准賠償後,本服務將自動停止,且不會提供進一步的賠償或退款。

6. Reimbursement Process:

賠償流程:

- a) Repair or replacement of the Purchased Device must be carried either by the manufacturer(s) of the Purchased
   Device and/or its Authorised Repair Centre(s) located in Hong Kong.
  - 已購裝置的維修或更換必須由已購裝置的製造商及/或其位於香港的授權維修中心執行。

You must submit a claim form to Avo, either via Avo's website <a href="https://www.heyavo.com/en/start-claim-group/3hk/screen">https://www.heyavo.com/en/start-claim-group/3hk/screen</a> or by filling in a hardcopy claim form and deliver the completed hardcopy form to Avo by mail or email. Together with Your claim form, You must also provide the sales receipt issued by HTCL for the Purchased Device and official repair quotation and receipt issued the manufacturer(s) of the Purchased Device and/or its Authorised Repair Centre(s) ("Official Repair Documents"). The Official Repair Documents must include (but not be limited to) the IMEI number of the Purchased Device, model of the Purchased Device, damage diagnosis, cosmetic condition, repair solution, date of repair, repair item list, and repair cost of the damaged screen or back cover of the Purchased Device. You must also:

您必須向 Avo 提交索償申請表,而您可以通過 Avo 的網站 <a href="https://www.heyavo.com/zh-hk/start-claim-group/3hk/screen">https://www.heyavo.com/zh-hk/start-claim-group/3hk/screen</a> 提交線上索償申請表,或填寫紙本索償申請表並通過郵寄或電子郵件方式遞交給 Avo。在提交索償申請表的同時,請提供由 HTCL 發出的銷售收據以及由已購裝置製造商及/或其授權維修中心發出的官方維修報價單和收據(下稱「**官方維修文件**」)。官方維修文件必須包括(但不限於)已購裝置的 IMEI 號碼、型號、受損診斷、外觀狀況、維修方案、維修日期、維修項目清單以及受損屏幕或機背的維修費用。您還必須:

- i) provide information about the nature and cause of the damage to screen or back cover of the Purchased Device; and 提供有關已購裝置屏幕或機背受損性質和原因的資料,以及
- ii) respond promptly to requests for information, including (without limitation) with regard to the IMEI number of the Purchased Device, the model of the Purchased Device, damage diagnosis, cosmetic condition, repair solution, date of repair, repair item list, cause of damage to screen or back cover and repair cost of the damaged screen or back cover of the Purchased Device.

  及時回應對已購裝置相關資料的索取,包括但不限於已購裝置的 IMEI 號碼、型號、受損診斷、外觀狀況、維修方案、維修日期、維修項目清單、屏幕或機背受損原因以及維修費用等。
- c) The form and the Official Repair Documents must be filed with Avo within 30 days after the date of 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. 索價申請表和官方維修文件必須在事故造成損失或損毀的日期後 30 天內提交給 Avo。維修或更換的日期必須在已購裝置的相關期限內。
- 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 Your correspondence address or bank-in to the bank account, as provided by You when making a claim with Avo.

  Avo 有絕對和最終的權利根據提交的資料批核或拒絕賠償。核准賠償將以支票形式支付,並寄送至您的通訊地址或匯入您在向 Avo 索賠時提供的銀行帳戶。
- 7. The Reimbursement will not cover the following loss or damage to the Purchased Device: 賠償將不涵蓋已購裝置所蒙受的以下損失或損毀:
  - a) Pre-existing damage of the Purchased Device;己購裝置的固有的損壞;
  - b) Loss or damage which is not accidental in nature; 非意外性質而引致的損失或損毀;

- 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;
  - 因包括正常使用造成的損耗及機件或電子故障而導致狀況逐漸轉差、水濕損毀、失竊、濫用、存心或蓄意行為之 處理及使用而引致已購裝置的損失或損毀;
- 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;
  - 不影響已購裝置的屏幕操作的損失或損毀,包括但不限於刮痕、裂紋(玻璃或顯示屏裂紋而影響屏幕操作除外)、破裂、變形、變色或外型變化;
- e) Loss or damage which is covered by warranties of the manufacturer(s) of the Purchased Device; 己被已購裝置的原廠保養所涵蓋的損失或損毀;
- f) Loss or damage for which service or recovery may be obtained under any recall campaign or class action suit; 損失或損毀已經產品回收或集體訴訟獲得賠償;
- g) Any other repair, refurbishment or replacement of any other component or the Purchased Device itself; 任何對己購裝置本身或其他零件的維修、翻新或替換;
- h) Loss or damage to a Purchased Device whose IMEI number has been tampered, removed, erased, defaced, altered or is illegible;
  IMEI編號被篡改、移除、刪除、塗改、改變或無法辨認的已購裝置之損失或損毀;
- 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
  - 在未經許可下進行修改或連接、未經許可下開封、使用非原廠零件維修、或於非許可地點或由非許可人員維修的 已購裝置之損失或損毀;或
- 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% of the cost of replacement, subject to the Maximum Reimbursement per Purchased Device. The Reimbursement percentage may vary from time to time.
  - 無法或不適合維修的損失或損毀,除非已購裝置製造商及/或其授權維修中心只提供替換裝置作為唯一維修選擇, Avo 可酌情賠償替換裝置總費用的 60%,並以每部已購裝置的最高賠償額為限。賠償比例可能會不時變化。
- 8. HTCL is not the supplier of the Service and makes no representation and is not responsible for any matter relating to the Service, save and except for providing verification of the Purchased Device upon Avo's request. Avo is responsible for all matters relating to the Service including whether to provide the Reimbursement and for any issues or disputes that may arise in relation to the Service. Please email Avo at cs@heyavo.com for any matters relating to the Service or Reimbursement.

HTCL 並不提供本服務,亦不作出陳述,也不對任何與本服務相關的事宜負責,但根據 Avo 的要求提供驗證已購裝置的資料除外。Avo 將負責與本服務相關的所有事宜,包括賠償事宜以及任何可能涉及本服務的問題或爭議。如有任何與本服務或賠償相關的事宜,請發送郵件至 cs@heyavo.com。

- 9. Without limiting Section 8 above, HTCL 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. 在不限制上述第 8 條的情況下,HTCL 在任何情況下均不對您或任何人因本服務而遭受、承受或產生的任何特殊性、直接性、間接性或後果性損失或損害(包括但不限於收入損失、數據損失或商譽損失)承擔責任,無論其是否基於合同、侵權行為、法令或其他(包括但不限於疏忽、違約、誹謗)。
- 10. HTCL may collect and use any information it collects from You in accordance with the 3HK/SUPREME Privacy Policy and Personal Information Collection Statement (http://www.three.com.hk/ or http://www.supreme.vip/). Your information collected by Avo are subject to Avo's Privacy Policy and Personal Information Collection Statement <a href="https://bit.ly/AVOPICS">https://bit.ly/AVOPICS</a>.

HTCL 可根據 3HK/SUPREME 的隱私政策和個人資料收集聲明(http://www.three.com.hk/ 或 http://www.supreme.vip/)收集和使用從您那裡收集的任何資料。Avo 收集的個人資料受 Avo 的隱私政策和個人資料收集聲明約束 https://bit.ly/AVOPICS。

11. These Terms and Conditions, and the use of the Service, are governed by the laws of the Hong Kong Special Administrative Region.

這些條款與細則以及對本服務的使用受香港特別行政區法律管轄。

12. In case of any inconsistency between the Chinese and English version of these Terms and Conditions, the English version will prevail.

如果中英文版本的條款與細則之間存在任何不一致,則以英文版本為準。

13. HTCL 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.

HTCL 保留就本服務作出任何最終決定以及不時修改本服務條款與細則的權利。