

eye fit Terms of Use

1. eye fit service (“**Service**”) is provided by us, Hong Kong Telecommunications (HKT) Limited, with collaboration with various partners (such as fitness and yoga instructors and health advisors). The Service is accessible under the eye fit application (“**App**”) on the device for your eye3 Smart Communications Service (“**eye3 Service**”).
2. Your use and our provision of the Service are subject to all applicable terms and conditions of the Service, including the terms and conditions available on the App (including but not limited to the Personal Information Collection Statement) (collectively, “**App Terms**”), those applicable terms and conditions set out in the Application and Service Guide (collectively, “**eye3 Application**”) of your eye3 Service the latest version of these eye fit Terms of Use (“**these Terms**”, available on the App and/or at <https://wp.pccw-bbpl.com/wp-eyefit/wp-content/uploads/public-document/eyefit-Terms-of-Serice.html>), the latest version of the Special Conditions of eye Service for Consumer Customers (“**eye Special Conditions**”, available at www.hkt-eye.com) and the latest version of the General Conditions of Telecommunications of Service (Consumer Customers) (“**General Conditions**”, available at www.hkt.com/Terms+of+Use) (collectively, “**Contract**”).
3. If the provisions of the App Terms, the eye3 Application, these Terms, the eye Special Conditions and the General Conditions conflict with each other, the inconsistency shall be resolved in the descending order of preference set out in this Clause.
4. By using the Service, you accept and agree to (for yourself and for those who use the Service under your Service account (“**Service Account**”), whether with or without your prior acknowledge or consent) all terms and conditions of the Contract.

Using the Service

5. You may only use the Service as permitted by law and in accordance with the provisions of the Contract.
6. The Service is only available for your private use and must not be used for commercial purpose. You may not engage in any commercial activities, advertise and/or provide hints (such as links) on where commercial activities are present through your Service Account, or allow anyone to do so, under your Service Account (whether with or without your prior acknowledge or consent).
7. Each Service Account allows up to four (4) adult users (or such other number of users as we may designated from time to time). If you allow anyone to use the Service under your Service Account, you agree to procure that each user will use the Service in accordance with the provisions of the Contract.
8. All personal or other data provided by you or any user under your Service Account must be accurate and up to date.
9. You shall be solely responsible for all activities on your Service Account. You shall be liable for any action, omission and/or breach of the Contract by any user under your Service Account, whether the use was with or without your acknowledge or consent.
10. You shall not, nor permit any other person, to sell, reproduce, copy, distribute, broadcast, transmit, retransmit, modify nor exploit the Service, nor any content thereunder by any means, nor reverse engineer any content consisting of downloadable software.

Health information

11. You are responsible for your own health. We are not a medical organization, and we will not provide you with any medical advice or diagnosis. Information made available through the Service and by our partners shall solely be used

for your own reference, recreational and/or educational purposes. You should consult your doctor before beginning any new fitness program. This is particularly true if you experience any of the following

- (a) Chest pain
- (b) Pain in the arm and/or neck area
- (c) Shortness of breath
- (d) Diagnosed heart condition
- (e) Joint and/or bone problems
- (f) On any medications, especially for cardiac and/or blood pressure medications
- (g) Have not been previously physically active
- (h) Dizziness
- (i) Pregnant, breastfeeding or lactating

Even if none of the above conditions apply to you, you should still start any exercise program gradually and sensibly.

12. We do not in any way guarantee any health, weight and/or fitness results or improvements. The Service is only intended for healthy adults, and please do not use the Service if you suffer from, or might suffer from, any medical condition that may be impaired by diet or exercise.

Disclaimer and limitation of liability

13. We do not guarantee that there will be any new content or any updates of contents under the Service.

14. We shall not in any way be responsible for any personal injury or any other damages that may have been the result, directly or indirectly, of any use or misuse of the Service.

15. We shall not in any way be responsible if any information made available on the Service is not entirely accurate, complete or current. Any material on the Service is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or timelier sources of information. Any use of the Service and any reliance on the material on the Service is at your own discretion and risk.

16. We do not in any way warrant that the results that may be obtained from the use of the Service will be accurate or reliable.

17. We shall not in any way be responsible for to your access, use, communication, transaction or any dealings with any of our partners under the Service, whether via the Service or otherwise.

Intellectual Property

18. All rights in and to the Service, including any trademarks, service marks, trade names and copyrighted content (collectively "**Intellectual Property**") presented within the Service are our property and/or those of our affiliates / partners.

19. You agree not to use any Intellectual Property for any other purposes except for your proper use of the Service, unless required otherwise by applicable mandatory law.

Miscellaneous

20. You are not entitled to assign your rights and/or obligations under any provisions of the Contract or use of the Service to any third party without our prior written consent. We can transfer any of our rights and obligations hereunder to any person or entity without your consent. We can also use an agent or subcontractor to perform our responsibilities.

21. We may revise these Terms from time to time and the most current version will always be posted on [on the App and/or at <https://wp.pccw-bbpl.com/wp-eyefit/wp-content/uploads/public-document/eyefit-Terms-of-Serice.html>].
22. If any term or condition herein is declared illegal, invalid or unenforceable for any reason, such term or condition shall be divisible and shall be deemed to be deleted from these Terms.
23. In the event of any disputes in relation to the Service, our decision shall be final, binding and conclusive.
24. These Terms are governed by the laws of Hong Kong and you agree to submit to the exclusive jurisdiction of the courts of Hong Kong.

eye fit 使用條款

1. **eye fit** 服務（「**本服務**」）由我們 Hong Kong Telecommunications (HKT) Limited 聯同不同合作夥伴（如健身及瑜珈導師及健康諮詢顧問）提供。本服務可於你的 **eye3** 智能生活通訊服務（「**eye3 服務**」）主機上的 **eye fit** 應用程式（「**應用程式**」）上存取。
2. 我們提供本服務與您使用本服務受本服務所有適用條款和條件約束，包括載於應用程式的條款及條件（包括但不限於個人資料收集聲明）（統稱「**應用程式條款**」）、適用於 **eye3** 服務的申請表格及服務指南（統稱「**eye3 申請書**」）的條款及條件、最新的 **eye fit** 使用條款（「**此等條款**」，載於應用程式及／或 <https://wp.pccw-bbpl.com/wp-eyefit/wp-content/uploads/public-document/eyefit-Terms-of-Serice.html>）、最新版本的 **eye** 服務的特別條款（「**eye 特別條款**」，載於 www.hkt-eye.com），以及最新版本的《電訊服務總則（個人客戶）》（「**總則**」，載於 www.hkt.com/Terms+of+Use）（統稱「**合約**」）。
3. 如果應用程式條款、**eye3** 申請書、此等條款、**eye** 特別條款和總則的條款相互衝突，應按照本條款列明的先後順序解決不一致的問題。
4. 使用本服務表示您已接受並同意（適用於您本人，以及不論有否事先徵得您認可或同意於您的服務帳戶（「**服務帳戶**」）使用本服務的人士）合約的所有條款和條件。

服務使用

5. 您只可在法律允許下及根據合約的規定使用本服務。
6. 本服務只供您私人使用及絕不可作商業用途。您不得從事任何商業活動，也不得透過服務帳戶提供廣告及／或提供關於商業活動存在的提示（例如連結），或容許任何人士（不論有否事先徵得您認可或同意）透過您的服務帳戶作以上活動。
7. 每個服務帳戶最多允許四（4）個成人用戶（或我們不時指定的其他用戶數量）。如果您允許任何人在您的服務帳戶下使用本服務，則您同意促使每個用戶都將根據合約的規定使用本服務。
8. 您或任何用戶在您的服務帳戶下提供的所有個人資料或其他資料必須為準確而且最新。
9. 您須獨自就您的服務帳戶的所有活動承擔全部責任。不論使用有否事先徵得您認可或同意，您應對您的服務帳戶下任何用戶的任何行動、疏忽及／或違反合約承擔責任。
10. 您不得（亦不得允許任何人）以任何方式出售、重製、複製、分發、廣播、傳輸、重傳、修改或開發本服務又或其下的任何內容，亦不得對包含可下載軟件的任何內容進行逆向工程。

健康資訊

11. 您須為自己的健康負責。我們非醫療組織，而且我們不會為您提供任何醫療建議或診斷。透過本服務所提供的資訊以及我們的合作夥伴所提供的資訊僅供您參考作休閒及／或教育用途。在開始任何新的健身計劃之前，特別是在有以下的身體狀況下，您應諮詢您的醫生：
- (j) 胸痛
 - (k) 頸部及／或手臂疼痛
 - (l) 呼吸急促
 - (m) 心臟病
 - (n) 關節及／或骨骼問題
 - (o) 正服用任何藥物，尤其是心臟及／或血壓藥物
 - (p) 過往沒有運動
 - (q) 頭暈
 - (r) 懷孕、在哺乳或授乳期間
- 即使您沒有以上狀況，您仍應循序漸進並合理地開始任何運動計劃。
12. 我們不以任何方式保證改善任何健康、體重及／或帶來健身效果。本服務僅適用於健康的成年人。若您患有或可能患有任何可因飲食或運動而造成傷害的醫療狀況，請不要使用本服務。

免責聲明和責任限制

13. 我們不確保本服務會有任何新內容或任何內容的更新。
14. 對於因使用或錯誤使用本服務而直接或間接導致的任何個人傷害或任何其他損害，我們概不以任何方式負責。
15. 我們不會就因本服務中不完全準確、不完整、不現行的資訊負責。本服務中的任何內容僅供作一般資訊，而不應在未諮詢主要、更準確、更完整或更及時的資訊來源的情況下被用為作決策的唯一依據。您須自行決定及承擔任何使用本服務及依賴本服務內容的任何風險。
16. 我們不以任何方式保證從使用本服務獲得的結果將是準確或可靠的。
17. 您不論是否透過本服務中與我們的任何合作夥伴的接觸、使用、溝通、交易或任何協議，我們一律不以任何方式負責。

知識產權

18. 本服務所有相關的權利，包括本服務中任何商標、服務標誌、商品名稱及受版權保護的內容（統稱「知識產權」）均為我們及／或我們關聯的公司／合作夥伴的財產。
19. 除非適用的強制性法律另有要求，否則您同意除適當使用本服務外不將知識產權作任何其他用途。

雜項

20. 未經我們事先書面同意，您無權將合約條款下您的權利及／或義務或本服務的使用轉讓給任何第三方。我們有權轉讓本文下我們的權利及義務予任何人士或實體而毋須經您同意。我們亦可以代理商或分包商來履行我們的責任。
21. 我們可能會不時修改此等條款及條件。最新的條款及條件會張貼於應用程式及／或 <https://wp.pccw-bbpl.com/wp-eyefit/wp-content/uploads/public-document/eyefit-Terms-of-Serice.html> 內。
22. 本文中的任何條款或條件若因任何原因被宣佈為非法、無效或不可執行，該條款或條件應被視作已從此等條款中分割出來並被刪除。

23. 如有任何與本服務有關的爭議，我們的決定為最終的、有約束力的和決定性的。

24. 此等條款受香港法律管轄。您同意服從香港法院的專屬管轄權。