

eye3 智能生活通訊服務：自選服務 – MOOV on eye
eye3 Smart Communications Service: Optional Service – MOOV on eye

多謝閣下選購「MOOV on eye」eye3自選服務(「此服務」/「MOOV服務」)，請參閱以下適用於您使用此服務的條款及條件。

Thank you for subscribing to the eye3 Optional Service of “MOOV on eye” (“this Service” / “MOOV Service”). Please read the Terms and Conditions below as they apply to your use of this Service.

條款及條件 Terms and Conditions

- 閣下須選購了含最少 12 個月承諾期的指定 eye3 智能生活通訊服務(「eye3 服務」)，方可選購含最少 12 個月承諾期的此服務。使用此服務，您必須持續為 eye3 服務的客戶。
To be eligible for subscription to this Service with a minimum of 12-month commitment period, you must have subscribed to designated eye3 Smart Communications Service (“eye3 Service”) with a minimum of 12-month commitment period. To use this Service, you must continue to be an eye3 Service customer.
- 本公司 (Hong Kong Telecommunications (HKT) Limited) (「HKT」) 會於您的 eye3 服務承諾期的生效後約 7 個工作天內將兌換此服務的換領序號(「換領序號」)透過短訊發送至您的 eye3 裝置 (eye3 電話號碼)。
We (Hong Kong Telecommunications (HKT) Limited) (“HKT”) will notify you of the redemption code (“Redemption Code”) for redemption of this Service within around 7 working days upon commencement of the commitment period of your eye3 Service, via SMS to your eye3 device (eye3 Telephone Number).
- 閣下需透過 eye3 裝置註冊一個 MOOV 帳戶並輸入有關換領序號以享用此服務。
You have to register for a MOOV account through your eye3 device and enter the relevant Redemption Code to enjoy this Service.
- 當此服務的承諾期結束時，此服務將會被自動終止。
At the end of the commitment period of this Service, this Service will be terminated automatically.
- 如閣下欲於此服務的承諾期結束前終止此服務，您可以提前於最少 30 天前向本公司發出終止服務通知。如果此服務因任何原因於此服務的承諾期內被終止，您須向本公司支付此服務的提早終止費用，費用計算方法為：此服務的承諾期月費 x 此服務的承諾期餘下月數 (任何不足一個月的期間均當作一個月計算)。終止此服務後，您將無法使用換領序號申請的 MOOV 服務及/或繼續使用已兌換的 MOOV 服務。
If you wish to terminate this Service before the end of the commitment period of this Service, you may do so by giving not less than 30 days' prior written notice to us. If this Service is terminated within the commitment period of this Service for whatever reason, you are required to pay us an early termination charge for this Service, equivalent to: monthly rate within the commitment period of this Service x remaining month(s) of the commitment period of this Service (wherein any period less than one month will be regarded as one whole month for calculation purpose). Once this Service is terminated, you will not be able to redeem any MOOV Service using the Redemption Code or continue to use any MOOV Service that has already been redeemed using the Redemption Code.
- 如果閣下的 eye3 服務因任何原因被終止或如果閣下更改您的 eye3 服務的登記客戶，此服務亦將會同時於 eye3 服務終止日或登記客戶變更日 (視情況而定) 被自動終止。再者，如果此服務及/或您的 eye3 服務在其相應的承諾期內被終止，您還須支付此服務及/或您的 eye3 服務之提早終止費用。
If your eye3 Service is terminated for whatever reason or if you transfer your eye3 Service to another person, this Service will be terminated automatically at the same time as the termination of your eye3 Service or the date of change of registered customer (as the case may be). And if this Service and/or your eye3 Service is/are terminated within their respective commitment period, you shall also be liable to pay the early termination charge for this Service and/or your eye3 Service accordingly.
- 換領序號及此服務只可於香港境內私人使用，不得作公開或商業用途使用並且不能用作兌換現金及不得退還或轉售。憑換領序號可換領 12 個月服務。換領序號不適用於某部分 MOOV 帳戶 (例如受服務承諾期約束或使用自動續約計劃的帳戶)，如有查詢請致電郵至 moovcs@moov-music.com。換領序號必須於指定日期內啟動，逾期無效。換領序號如有遺失，將不會獲補發。
The Redemption Code and this Service can only be used in the Hong Kong region for your private domestic viewing and must not be used for any public or commercial purposes and cannot be exchanged for cash, returned or resold. By using the Redemption Code, you can redeem 12-months' access to this Service. The Redemption Code may not be used for certain MOOV user accounts (for example, those

bound by service commitment periods or subscribed under auto-roll service plans); please contact moovcs@moov-music.com if you have any queries. The Redemption Code must be redeemed during the designated redemption period, otherwise it will lapse automatically and become void. The Redemption Code will not be reissued if lost.

8. 此服務由 Moov (Hong Kong) Limited (「**Moov HK**」) 提供。透過申請及/或使用此服務，表示客戶須受到《MOOV 條款及條件》(請參閱：<https://general.moov.hk/tnc/apptnc.html>) 以及 Moov HK 指定的其他條款和條件約束。
This Service is provided by Moov (Hong Kong) Limited (“**Moov HK**”). By subscribing to and/or using this Service, you agree to be bound by the “MOOV Terms and Conditions” (please see: <https://general.moov.hk/tnc/apptnc.html>) and such other terms and conditions as Moov HK may designate.
9. 閣下不得也不得允許任何其他人士以任何方式 (直接或間接) 出售、複製、再生產、分發、廣播、傳輸、再傳輸、修改或利用此服務以及其任何內容，也不得對其可下載的軟件進行任何反向工程。
You shall not, nor permit any other person, to sell, reproduce, copy, distribute, broadcast, transmit, re-transmit, modify nor exploit this Service, nor any content thereunder by any means, nor reverse engineer any content consisting of downloadable software.
10. 服務質素取決於接受訊號的質素、互聯網的條件、服務儀器的速度、網絡的條件、覆蓋範圍、位置，所使用的設備、硬件、軟件、使用程度和其他因素而定。HKT 及 Moov HK 不會就此服務的任何內容之質素、性質、準確性和/或實用性而承擔任何責任。
Service quality depends on the quality of the signal received, internet conditions, server speeds, network conditions, coverage, locations, the device used, hardware, software, usage levels and other factors. HKT and Moov HK are not responsible or liable for the quality, nature, accuracy and/or practicability of the content of this Service in anyway.
11. HKT 及 Moov HK 保留修改本條款及條件及更改或暫停此服務的任何部分的一切權利並不另作事先通知。有關此服務如有任何爭議，HKT 及 Moov HK 保留最終決定權。
HKT and Moov HK reserve the right to amend these Terms and Conditions as well as to vary or terminate any of this Service without prior notice. In the event of any disputes in relation to this Service, the decision of HKT and Moov HK shall be final.
12. 在法律容許的最大範圍內，HKT 及 Moov HK 將不對您承擔任何因您使用此服務而引起或有關的任何直接、間接、特殊、附帶、示範、懲罰或衍生之損害 (包括效用、數據、業務或利潤的損失)，無論是否基于合約、保證、侵權行為 (包括疏忽)、絕對法律責任或其他，及無論您是否曾經被告知可能會產生有關損失或損害。
To the maximum extent permitted by law, in no event will HKT or Moov HK be liable to you for any direct, indirect, special, incidental, exemplary, punitive or consequential damages (including loss of use, data, business or profits) arising out of or in connection with your access to this Service, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not you have been advised of the possibility of such loss or damage.
13. 在法律容許的最大範圍內，閣下確認並同意 HKT、Moov HK 及其各自的關聯公司均不會對任何其他人士負責，及承擔因您使用此服務而引起之爭議或索賠。
To the maximum extent permitted by law, you acknowledge and agree that HKT and Moov HK and their respective affiliates shall not be responsible, and shall have no liability to it or anyone else for any dispute or claim that arises out of your access to this Service.
14. 閣下同意此服務及本條款及條件受香港法律約束並按其詮釋及執行，並且不受法律衝突原則管制。任何及全部有關或因此服務及本條款及條件而產生的訴訟、索賠或法律程序必須提交至香港具有司法管轄權的法院。
You agree that this Service and these Terms and Conditions are governed, interpreted and enforced by the laws of Hong Kong, without regard to its conflict of laws principles. Any and all legal actions, claims or proceedings arising out of, or in connection with this Service and these Terms and Conditions must be brought in a court of competent jurisdiction in Hong Kong.