

Terms and Conditions of Removal Service

1. With your subscription of HKT's eye3 Smart Communications Service, which comes with a tablet ("**eye3 Device**"), you may request for a free removal service (the "**Removal Service**") for the same type and quantity of unwanted item of the regulated electrical equipment (the "**REE**") as listed below, under the Producer Eco-Responsibility Ordinance (Chapter 603 of the Laws of Hong Kong):

Computer:	Generally including personal computer, desktop computer, tablet computer, laptop computer and notebook computer
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2. If there is a defect or fault of your eye3 Device and the same is caused by quality of materials or workmanship (excluding human damage), you may, subject to the terms and conditions of the Third Party Warranty (as defined below), return the eye3 Device to the supplier / manufacturer during the warranty period as specified in the Product Information Sheet ("**Third Party Warranty**") for repair or replacement, so long as you return the eye3 Device with all its included accessories and packaging along with the original sales invoice and a recycling label. You may be required to pay for the repair / replacement costs and/or other administrative fees in respect of the defective eye3 Device or part.
3. The Removal Service will be arranged by Hong Kong Telecommunications (HK) Limited ("**HKT**") upon your request and provided by the collector and/or recycler authorised by HKT, subject to the policy of such collector and/or recycler. References to "**we**", "**us**" and "**our**" are references to HKT and/ or its affiliates (being the HKT Limited and its subsidiaries) ("**Affiliates**").
4. The Removal Service is only applicable to premises in Hong Kong.
5. If you choose Option 2, any request for change of date, time and/or premises for removal of the unwanted item of REE must be provided with not less than two (2) working days' notice to us. Such request can only be made once only.
6. If you choose Option 3, you can request for a change of choice within three (3) days after the date of payment of the REE you purchased from us by contacting us within such 3-day period.
7. You will, as soon as possible, inform us of any change of address or any other particulars provided to us which may affect our arrangement of this Removal Service to you.
8. All unwanted item of REE at your premises will be removed on the agreed date and time. It will not be returned after removal.
9. The unwanted item of REE must stand-alone and be free from other connections or obstacles.
10. The collector and/or recycler may, at its sole discretion, refuse to remove the unwanted item of REE for any reason whatsoever, including but not limited to hygiene issues (e.g. rancid foods, presence of cockroaches and ants etc.).
11. No Removal Service will be provided on Sundays and public holidays. In the event of a Black Rainstorm Warning / Tropical Cyclone Warning Signal No. 8 or above, the Removal Service will be suspended and rescheduled to a date and time agreed between you and the collector and/or recycler.
12. Your use of Removal Service is at your own risk. We and our agent shall not be liable to for any delay or failure to perform any obligation if the delay or failure is due to a cause beyond our reasonable control, including, without limitation, accident, weather conditions and traffic conditions.
13. Except in the case of our gross negligence or willful misconduct, we and our agents will have no liability for any damage to, or loss of any of your property while we are engaged in removing the REE from any cause whatsoever.

14. Except as expressly provided in this terms and conditions, we disclaim any representations, warranties conditions or other terms, express or implied, by statute, collaterally or otherwise, including but not limited to implied warranties, conditions, or other terms of fitness for a particular purpose or reasonable care and skill.
15. Save as provided below, we disclaim all and will not be liable in contract, tort (including, without limitation, negligence) or otherwise arising in connection with the Removal Service:
 - (i) consequential, indirect or special loss or damage;
 - (ii) any loss of goodwill or reputation;
 - (iii) loss of data; and/or
 - (iv) any economic losses (including loss of revenues, profits, contracts, business or anticipated savings), in each case, even if we have been advised of the possibility of such loss or damage and howsoever incurred.
16. To the extent permissible by law and save and except herein provided, we will not be liable to you in relation to this Removal Service.
17. You will indemnify, hold harmless, and defend us, our agents and employees, from all claims, suits, demands, actions, proceedings or causes of action whatsoever that are hereafter brought or made by others arising out of, or connected in any way with the Removal Service of the REE, other than claims based upon the gross negligence or willful misconduct of us, our agents or employees. This indemnity obligation specifically extends to any actions, orders, penalties, or enforcement procedures made or brought by any governmental agency in connection with any REE.
18. Save for HKT's Affiliates, no other person who is not a party to these terms and conditions has any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce and/or benefit any of these terms and conditions.
19. We may amend, edit, or make any changes to these terms and conditions at any time without prior notice.
20. In case of any dispute, our decisions are final.
21. These terms and conditions are governed by the laws of Hong Kong Special Administrative Region of the People's Republic of China.

Since a tablet is included in your eye3 Service and tablets are regarded as a regulated electrical equipment under the Product Eco-responsibility Ordinance, a recycling levy of HK\$15 per tablet is imposed under that Ordinance. If you want to dispose the same type of unwanted item, you may choose for a free Removal Service. Once removed, the unwanted item will not be returned. For details of this free Removal Service, please refer to [www.http://www.hkt-eye.com/weee](http://www.hkt-eye.com/weee).