



## E-Caring<sup>®</sup> Services Terms & Conditions

The application ('Application') for the E-Caring<sup>®</sup> services you have subscribed (the 'Services'), the charges, including your monthly charges, and/or deposit for the services, and/or administrative fees (if applicable), which are payable in such circumstances (such as for installation, damage or lost equipment) and the legal entity or entities responsible for providing the services. This services contract for E-Caring<sup>®</sup> services comprises your application, the terms and conditions of E-Caring<sup>®</sup> services, and the any amendments thereto for time to time (available at our website at [www.yinkosmart.com](http://www.yinkosmart.com)).

The E-Caring<sup>®</sup> services will be provided to you and can only be connected through our specific devices which will only be provided to a subscriber who has subscribed the Services Plan. We should agree to use the provided device(s) with reasonable care. We reserve the right to replace and take back our device(s) at any time. Subscriber is obligated to return our device(s) immediately at the address that we provided from time to time or otherwise, we reserve the right to end this services contract. If the device(s) that we provide to you is lost or damaged, you should bear the full costs of repair or replacement as enlisted in our services contract.

The E-Caring<sup>®</sup> services are strictly restricted for us in Hong Kong only. We committed we shall use reasonable care and skill in providing the E-Caring<sup>®</sup> services. However, we cannot promise and/or guarantee that the services will be continuous or fault-free, or the device(s) provided will never be faulty.

Your commitment period for the E-Caring<sup>®</sup> services is stated in your services contract. You may terminate your subscription by giving us 30 days' prior notice in writing through email at [admin@yinkosmart.com](mailto:admin@yinkosmart.com), or fax at +852 3614-5293, or mail, or approaching our Service Centre in person at Room 1506, Yuen Long Trading Centre, 33 Wang Yip Street West, Yuen Long, N.T. If you decided to terminate the Services before the expiry of your commitment period, you should pay an early termination charge to us, which is equivalent to your monthly charges (based on the monthly rate within commitment period) times remaining months of the commitment period. We may amend or terminate your contract with us at any time, including changing or discontinuing any content provided at any time.

You (or the End-User of the services) can extend the commitment period of the E-Caring<sup>®</sup> services by simply agreeing to an additional commitment period through our 24-hour hotline at +852 2116-0228. You can also agree to replace this services contract with another new services contract upon expiry of the commitment period.

Upon the completion of the commitment period of your subscription to the E-Caring<sup>®</sup> services, you agree that we shall continue to provide the E-Caring<sup>®</sup> services to you, unless you terminate your subscription(s) to E-Caring<sup>®</sup> services. If the charges of your subscription(s) have been on a monthly charge basis, we will continue to provide the E-Caring<sup>®</sup> services on a month-to-month basis at the prevailing monthly rate published from time to time at our website, if you do not submit a termination request to us by giving 30 days' prior notice in writing.

The subscriber is obligated to return the device(s) to us in good and clean condition promptly upon termination of this services contract. Otherwise, you should bear the full costs of repair as enlisted at our website.

**HONG KONG YINKO TECHNOLOGY CO. LIMITED** reserves the right to decide the method, technical means and route that we use to provide the E-Caring<sup>®</sup> services to you. But the installation of the E-Caring<sup>®</sup> services device(s) may be unsuccessful due to unforeseeable technical reasons which are beyond our control. Under this circumstance, we may be unable to provide the E-Caring services to you, you agree that we can reject your application form for the E-Caring<sup>®</sup> services without liability to you regardless any reason.

We have the right to repossess any device(s) that we provide to you, or terminate or suspend its use, at any time without advance notice for the aims of full compliance with applicable law, statutory regulations, our obligations with third parties or threat of legal action, or if we reasonably believe such repossession, termination, or suspension may be required to enable us to comply with the aforesaid.

We are and shall remain as the owner of the specific device(s) provided for the E-Caring<sup>®</sup> services, you shall not,

- Remove or tamper with any of our identification marks or labels on our device(s),
- Remove or tamper with any components of our device(s),
- Permit anyone other than our appointed technician to repair or maintain our device(s),
- Sell or transfer our device(s) to any third parties,
- Use the device(s) for any purpose other than provision of E-Caring services.



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For any device not provided by us (such as the mobile handsets for installation of E-Caring<sup>®</sup> services app), we have no responsibility to repair and maintain for such device(s).

You agree to follow any given reasonable instructions for using and connecting the device(s) and allow our appointed technician safe access to your premise(s) for installation, maintenance, repairing, or deinstallation of the E-Caring<sup>®</sup> services device(s). If you do not own the premise(s), you undertake you have sought the owner's permission for our appointed technician to access the premise(s) and install our device(s). We will not be liable for any loss and/or damage suffered by you or any other person arising directly or indirectly from our acts related to installation, maintenance, repairing, or deinstallation.

You agree that you will not use any other hardware in place of the provided device(s) to connect our system without our written consent and/or permission.

If you change the installation address for the E-Caring<sup>®</sup> services within Hong Kong, we will continue to provide our services at your new address. But we may charge you a removing charge for the reinstallation – as specified in our services charge enlisted that provided to you separately.

Unless otherwise specified, all currency references are in Hong Kong dollars in this services contract. The E-Caring<sup>®</sup> services charge will be charged for completion of a full calendar month, even if such period is more or less than 30 days, upon the services commencement date. The services commencement date shall be the actual date when you subscribe to the contract of the E-Caring<sup>®</sup> services or will be made available at the E-Caring<sup>®</sup> services installation address, whichever the latest.

You may receive separate bills for bundled services, if applicable, at different dates. The bills will be sent to the mail address (paper bill), or email address, or mobile number (e-bill) specified by you in the relevant service application.

An E-Caring<sup>®</sup> services ID will be given to you upon your successful subscription with aims to login our services app. You agree that the email address or mobile number will be registered as an E-Caring<sup>®</sup> services login email address or mobile number. You also understand and consent that we can share our updated services or messages to you through that registered email address or mobile number.

### Customer Agreement

I apply to **HONG KONG YINKO TECHNOLOGY CO. LIMITED** for the supply of the E-Caring<sup>®</sup> Services subscribed for in this application.

A copy of these terms and conditions were also made available to me. I acknowledge, understand and agree to be bound by the terms when this application is accepted. I agree to pay the fees/charges for the E-Caring<sup>®</sup> Services. I agree that where applicable, unless I terminate the services in accordance with the aforesaid applicable terms, the **HONG KONG YINKO TECHNOLOGY CO. LIMITED** may charge the applicable fees/charges to my stored payment method on a recurring basis.

I have attained the age of 18 and all information provided by me is up-to-date, true, complete, and correct.

Applicant's Signature