

The application ('Application') for the E-Caring[©] 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[©] services comprises your application, the terms and conditions of E-Caring[©] services, and the any amendments thereto for time to time (available at our website at www.yinkosmart.com).

您所訂閱的 E-Caring© 服務的申請("申請")、費用,包括您的月費、和/或服務押金、和/或行政費 用(如適用),在某些情況下(例如安裝、設備損壞或丟失)應支付的費用,以及負責提供服務的一個 或多個法律實體。這份 E-Caring© 服務合同包含您的申請、E-Caring© 服務的條款和條件,以及隨時可 能做出的任何修訂(可在我們的網站 www.yinkosmart.com/en 上獲取)。

The E-Caring[©] 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. E-Caring[©] 服務將提供給您,並且只能通過我們的特定設備進行連接,這些設備只會提供給已訂閱服務 計畫的用戶。我們應當同意合理謹慎地使用所提供的設備。我們保留隨時更換和收回我們的設備的權利。用戶有義務在我們提供的地址歸還我們的設備,否則,我們保留終止本服務合同的權利。如果我們提供 給您的設備丟失或損壞,您應承擔我們服務合同中列出的全部維修或更換費用。

The E-Caring[®] services are strictly restricted for us in Hong Kong only. We committed we shall use reasonable care and skill in providing the E-Caring[®] 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. E-Caring[®] 服務嚴格僅限於在香港提供。我們承諾在提供 E-Caring[®] 服務時將使用合理的關懷和技術。 然而,我們不能承諾和/或保證服務將是持續的、無故障的,或者所提供的設備永遠不會出現故障。

Your commitment period for the E-Caring[©] services is stated in your services contract. You may terminate your subscription by giving us 30 days' prior notice in writing through email at <u>admin@yinkosmart.com</u>, 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.

您對 E-Caring© 服務的承諾期在您的服務合同中有說明。您可以通過電子郵件

(admin@yinkosmart.com)、傳真(+852 3614 - 5293)、郵寄或以書面形式提前 30 天通知我們,或親 自前往我們的服務中心(香港新界元朗宏業西街 33 號元朗貿易中心1506 室)來終止您的訂閱。如果您 決定在承諾期屆滿前終止服務,您應向我們支付提前終止費用,該費用相當於您的月費(基於承諾期內 的月費率)乘以承諾期的剩餘月數。我們可以隨時修改或終止與您的合同,包括隨時更改或停止提供任 何內容。

You (or the End-User of the services) can extend the commitment period of the E-Caring[®] 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. 您(或服務的最終用戶)可以通過撥打我們的 24 小時熱線 +852 2116 - 0228 簡單地同意一個額外的承諾 期來延長 E-Caring[®] 服務的承諾期。您也可以同意在承諾期屆滿時用另一份新的服務合同取代本服務合同。

Upon the completion of the commitment period of your subscription to the E-Caring[©] services, you agree that we shall continue to provide the E-Caring[©] services to you, unless you terminate your subscription(s) to E-Caring[©] services. If the charges of your subscription(s) have been on a monthly charge basis, we will continue



to provide the E-Caring[©] 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. 在您訂閱 E-Caring[©] 服務的承諾期結束時,除非您同意終止對 E-Caring[©] 服務的訂閱,否則我們將繼續為您提供 E-Caring[©] 服務。如果您的訂閱費用是按月收費的,如果您未提前 30 天以書面形式向我們提 交終止請求,我們將按照我們網站上不時公佈的現行月費率按月繼續為您提供 E-Caring[©] 服務。

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. 用戶有義務在本服務合同終止時立即將設備完好、清潔完地歸還給我們。否則,您應承擔我們網站上列出的全部維修費用。

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[®] services to you. But the installation of the E-Caring[®] services device(s) may be unsuccess 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[®] services without liability to you regardless any reason. 銀科香港科技有限公司保留我們向您提供 E-Caring[®] 服務所使用的方法、技術手段和線路的權利。但由於可能存在不可預見且超出我們控制範圍的技術原因, E-Caring[®] 服務設備的安裝可能不成功。在這種情況下,我們可能無法為您提供 E-Caring 服務,您同意我們可以拒絕您的 E-Caring[®] 服務申請表,而無 需對您承擔任何責任,無論出於何種原因。

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.

為了完全遵守適用法律、法規、我們面對第三方的義務或法律訴訟威脅時、或者如果我們合理認為需要 收回、終止或暫停以使我們能夠遵守上述規定,我們有權在任何時候收回我們提供給您的任何設備,或 終止或暫停其使用,而無需事先通知。

We are and shall remain as the owner of the specific device(s) provided for the E-Caring[©] 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.

我們現在是並且將一直是為 E-Caring© 服務提供的特定設備的所有者,您不得:

- 移除或篡改我們設備上的任何標識或標籤,
- 移除或篡改我們設備的任何組件,
- 允許除我們指定的技術人員以外的任何人維修或維護我們的設備,
- 將我們的設備出售或轉讓給任何第三方,
- 將設備用於提供 E-Caring 服務以外的任何目的。

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

對於任何並非由我們提供的設備(例如用於安裝 E-Caring© 服務應用程式的手機),我們對此類設備沒 有維修和維護的責任。

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[®] 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.



您同意遵循任何給定的關於使用和連接設備的合理說明,並允許我們指定的技術人員安全進入您的場所 進行 E-Caring© 服務設備的安裝、維護、維修或拆除。如果您不是場所的所有者,您承諾您已獲得所有 者的許可,允許我們指定的技術人員進入該場所並安裝我們的設備。對於因我們與安裝、維護、維修或 拆除相關的行為直接或間接導致您或任何其他人遭受的任何損失和/或損害,我們不承擔責任。

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.

您同意,未經我們的書面同意和/或許可,您不會使用任何其他硬體代替所提供的設備來連接我們的系統。

If you change the installation address for the E-Caring^{\odot} 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.

如果您在香港境內更改 E-Caring© 服務的安裝地址,我們將在您的新地址繼續為您提供服務。但我們可能會向您收取重新安裝的遷移費用——如單獨提供給您的服務收費清單中所規定的那樣。

Unless otherwise specified, all currency references are in Hong Kong dollars in this services contract. The E-Caring[©] 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[©] services or will be made available at the E-Caring[©] services installation address, whichever the latest.

除非另有規定,本服務合同中的所有貨幣參考均為港元。E-Caring©服務費用將從服務開始日期起按完整日曆月收取,即使該期間多於或少於30天。服務開始日期應為您訂閱 E-Caring©服務合同的實際日期,或者是 E-Caring©服務在安裝地址可用的日期,以較晚者為准。

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.

如果適用,您可能會在不同日期收到捆綁服務的單獨帳單。帳單將發送到您在相關服務申請中指定的郵 寄地址(紙質帳單)、電子郵件地址或手機號碼(電子帳單)。

An E-Caring[©] 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[©] 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.

在您成功訂閱後,將為您提供一個 E-Caring[©] 服務 ID,用於登錄我們的服務應用程式。您同意將電子 郵件地址或手機號碼註冊為 E-Caring[©] 服務的登錄電子郵件地址或手機號碼。您還理解並同意我們可以 通過該註冊的電子郵件地址或手機號碼向您分享我們的最新服務或消息。

Customer Agreement 客戶協議

I apply to **HONG KONG YINKO TECHNOLOGY CO. LIMITED** for the supply of the E-Caring[®] Services subscribed for in this application. 我向銀科香港科技有限公司申請提供本申請中所訂閱的 E-Caring[®] 服務。

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[©] 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.

這些條款和條件的副本已提供給我。當本申請被接受時,我承認、理解並同意受這些條款的約束。我同意支付 E-Caring[©] 服務的費用。我同意,在適用的情況下,除非我按照上述適用條款終止服務,否 則銀科香港科技有限公司會定期從我的存儲付款方式中扣除適用的費用。

I have attained the age of 18 and all information provided by me is up-to-date, true, complete, and correct. 我已年滿 18 歲, 我提供的所有資訊都是最新、真實、完整和正確的。



Applicant's Signature 申請人簽名