



E-Caring[®] Services Contract

Confidential

Contract Number:

Customer Name (hereinafter refer to the Customer):

This Services Contract is made between the Customer as stated above and **HONG KONG YINKO TECHNOLOGY CO. LIMITED** (hereinafter refer to the Services Supplier) at the mutually agreed services charge as stated below which the Customer must pay to the Services Supplier for the E-Caring[®] services.

Charges & Payment

Services Plan Charges	
Services Commencement Date	(dd/mm/yy)
Commitment Period (minimum 6 months)	months
Services Plan Charges E-Caring [®] devices selected (any 2 of enlisted) Non-touchable detector for vital signs Non-touchable detector for slipping and falling Carrying positioning device	HK\$ / month
Charge for each additional device	HK\$ / month
Miscellaneous Charges	
Pre-activation Cancellation Charge	HK\$100
Early Termination Charge	Monthly Services Plan Charge (Based on Monthly Services Plan Charge within Commitment Period) times remaining months of the Commitment Period
Initial Installation Charge	HK\$1,000 50% will be exempted for Commitment Period in 12 months 100% will be exempted for Commitment Period in 24 months
Removing Charge	HK\$1,000
Change Register Fee	HK\$500
Services Reconnection Fee	HK\$1,000
Charge for loss, damage, or failure to return device(s)	HK\$800 for each of provided E-Caring [®] device Please call our 24-hour services hotline +852 2116-0228 for loss, replacement or failure to return device(s)



E-Caring[®] Services Contract

Except where charges are payable in advance, the E-Caring[®] services charge will ordinarily be charged in arrears on a single monthly invoice. All payment must be settled in Hong Kong dollars and by a method as described in the bill. We may direct you to pay an entity other than us when settling a bill.

We are required by law to ensure that our bill systems are accurate and reliable, and we are committed to complying with these requirements. Our records are sufficient proof that a Charge is payable unless they are shown to be incorrect. You should raise any enquiry or dispute concerning your bill to us within thirty days from the billing date, however, nothing in the clause relieves you from paying the bill on or before the payment due date. If any Charge is not queried before this time, then the bill is deemed correct and accepted by you.

The Customer will be liable for all Charges for the E-Caring[®] services, whether used by the Customer, or the End-User, or another person with or without the knowledge or consent of the Customer.

If you do not pay any amount due under this contract on time, we may

- On 7 days' notice, terminate the services providing until all unpaid amounts are settled. However, you should pay a Services Reconnection Fee to resume the services,
- Charge you interest (calculated daily) at the standard interest rate equal at 3% until payment of the Charge is fully settled, and
- Engage a debt collection agency to collect the payment on our behalf. If we do so, you will have to pay us an extra amount for breaking the contract. This will not be more than the reasonable costs we must pay the agency, who will add the amount to your debt on our behalf)

If you have more than one account with the Services Supplier, we may transfer any credit balance under any of the accounts to settle the outstanding Charges under any other account or vice versa, and/or may transfer any outstanding Charges under one account to any other account, and/or may issue a consolidated invoice or separated invoices for the various accounts of you.

You shall be responsible for all charges under the services contract. Deposits paid by you, if applicable, will be used to settle any outstanding amount of any payment for the E-Caring[®] services. Any remaining deposits will be refunded to you when all charges are properly paid at the end of this services contract or at the end of your subscription to the E-Caring[®] services.

We shall use our best endeavors to deliver your bill to the email address or billing address provided by you. For helping us ensure you can receive your monthly bill, you are obligated to,

- Notify us if your email address or billing address changes,
- Check your junk email folder to see if your e-bill has been delivered to there instead of your inbox,
- Approach us through our 24-hours hotline at +852 2116-0228 if you do not receive your e-bill or paper bill.

End-User

If the End-User of E-Caring[®] services is different from the Customer, the Customer implies to authorize the End-User to:

- Use the E-Caring[®] services
- Report the loss of the E-Caring[®] services device(s)
- Renew or append the Services Plan

Limitation of Liability

We accept responsibility if the End-User suffered any injury or fatal because of our negligence in the provision of the services. We will not exclude or limit this responsibility.

We also accept responsibility for loss or damage to your physical property arising from our negligence. We shall only pay you up to HK\$500,000 for this loss or damage under this circumstance.

We shall not be liable to pay you compensation for any consequential, indirect, special, punitive, economic, incidental, collateral or financial loss, including any loss of profits, goodwill, or opportunities, whether caused



E-Caring[®] Services Contract

by negligence or otherwise and whether arising out of or in relation to or in connection with this contract. We shall not be liable to you for any losses and damages that you may suffer if you have used the E-Caring[®] services.

Interpretations

This Contract consists of

- The Terms and Conditions of this Contract
- The Application Form that you have completed in prior
- The Services Terms and Conditions that you have received in prior
- Any Supplementary Agreement

Severability

If any clause or part of any clause is held by a court to be invalid or unenforceable, that clause or part of a clause is to be regarded as having been deleted from this Agreement and this Agreement otherwise remains in full force and effect.

Customer Agreement

I acknowledge, understand and agree to be bound by the terms and conditions as stated in this services contract. I agree to pay the 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.

A copy of these terms and conditions were also made available to me.

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

Customer's Signature