



E-Caring® Services Contract

Confidential 機密文件

Contract Number:

合約編號:

Customer Name (hereinafter refer to the Customer):

客戶名稱（以下簡稱“客戶”）：

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.

本服務合同由上述客戶與銀科香港科技有限公司（以下簡稱“服務供應商”）簽訂，雙方商定如下所述的服务費用，客戶必須就 E-Caring© 服務向服務供應商支付該費用。

Charges & Payment

費用與支付

Services Plan Charges 服務計劃費用	
Services Commencement Date 服務開始時間	(dd/mm/yy)
Commitment Period (minimum 6 months) 服務期(至少 6 個月)	months
Services Plan Charges 服務計劃收費 E-Caring® devices selected (any 2 of enlisted) 所選的 E-Caring© 設備（從所列設備中任選 2 個） Non-touchable detector for vital signs 無感生命特征看護產品 Non-touchable detector for slipping and falling 無感防跌倒看護產品 Carrying positioning device 數碼通關愛卡產品	HK\$ / month
Charge for each additional device 每增加一個設備的費用	HK\$ / month
Miscellaneous Charges 其他費用	
Pre-activation Cancellation Charge 激活前的取消費	HK\$100
Early Termination Charge 提前終止費用	Monthly Services Plan Charge (Based on Monthly Services Plan Charge within Commitment Period) times remaining months of the Commitment Period 每月服務計劃費用（基於承諾期內的每月服務計劃費用）× 承諾期剩餘月數
Initial Installation Charge 初始安裝費	HK\$1,000 50% will be exempted for Commitment Period in 12 months 對於 12 個月的承諾期，免除 50% 安裝費 100% will be exempted for Commitment Period in 24 months



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Removing Charge 拆除費用	对于 24 个月的承诺期，免除 100%安裝費 HK\$1,000
Change Register Fee 變更注册費	HK\$500
Services Reconnection Fee 服務重新連接費	HK\$1,000
Charge for loss, damage, or failure to return device(s) 设备丢失、损坏或未归还的收费	HK\$800 for each of provided E-Caring® device 每個 E-caring 設備 800 港幣 Please call our 24-hour services hotline +852 2116-0228 for loss, replacement or failure to return device(s) 如设备丢失、更换或未归还，请拨打我们的 24 小时服务热线 +852 2116-0228

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.

除非费用需提前支付，否则 E-Caring© 服务费用通常会在每月的单一发票中滞后收取。所有付款必须以港元结算，并通过账单中所述的方式进行。我们可能会指示您在结算账单时向除我们以外的实体付款。

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.

法律要求我们确保我们的账单系统准确可靠，我们致力于遵守这些要求。我们的记录足以证明应支付某项费用，除非证明其不正确。您应在账单日期起三十天内就账单向我们提出任何查询或争议，但本条款中的任何内容均不能免除您在到期付款日或之前支付账单的责任。如果在此之前未对任何费用提出疑问，则账单被视为正确并被您接受。

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.

客户将对 E-Caring© 服务的所有费用负责，无论这些服务是由客户、最终用户还是在客户知晓或同意或不知晓或不同意的情况下由其他人使用。

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

如果您未按时支付本合同项下的任何到期款项，我们可能

- 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,
- 提前 7 天通知，终止提供服务，直至所有未付金额结清。然而，您应支付服务重新连接费以恢复服务，
- Charge you interest (calculated daily) at the standard interest rate equal at 3% until payment of the Charge is fully settled, and
- 按照 3% 的标准利率向您收取利息（每日计算），直至费用全额结清，并且
- 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)



E-Caring® Services Contract

- 委托一家收债机构代表我们收取款项。如果我们这样做，您将不得不向我们支付额外的违约金。这不会超过我们必须支付给该机构的合理费用，该机构将代表我们将该金额添加到您的债务中)

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.

如果您在服务供应商处有多个账户，我们可以将任何一个账户下的任何贷方余额转移以结清任何其他账户下的未付费用，反之亦然，和/或可以将一个账户下的任何未付费用转移到任何其他账户，和/或可以为您的各个账户开具合并发票或单独发票。

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.

您应负责服务合同下的所有费用。您支付的押金（如适用）将用于结清 E-Caring® 服务的任何未付金额。在本服务合同结束或您对 E-Caring® 服务的订阅结束时，所有费用均已妥善支付后，任何剩余的押金将退还给您。

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,

我们将尽最大努力将您的账单发送到您提供的电子邮件地址或账单地址。为帮助我们确保您能收到月度账单，您有义务，

- Notify us if your email address or billing address changes,
- 如果您的电子邮件地址或账单地址发生变化，请通知我们，
- Check your junk email folder to see if your e-bill has been delivered to there instead of your inbox,
- 检查您的垃圾邮件文件夹，查看您的电子账单是否已发送到那里而不是您的收件箱，
- Approach us through our 24-hours hotline at +852 2116-0228 if you do not receive your e-bill or paper bill.
- 如果您未收到电子账单或纸质账单，请通过我们的 24 小时热线 +852 2116-0228 与我们联系。

End-User

最終用戶

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

如果 E-Caring® 服务的最终用户与客户不同，客户意味着授权最终用户：

- Use the E-Caring® services
- 使用 E-Caring® 服务
- Report the loss of the E-Caring® services device(s)
- 报告 E-Caring® 服务设备的丢失
- Renew or append the Services Plan
- 更新或附加服务计划

Limitation of Liability

責任限制

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.



E-Caring® Services Contract

如果最终用户因我们在提供服务时的疏忽而遭受任何伤害或死亡，我们承担责任。我们不会排除或限制这一责任。

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.

我们也对因我们的疏忽而对您的有形财产造成的损失或损害承担责任。在这种情况下，对于这种损失或损害，我们最多向您支付 500,000 港元。

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 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.

对于任何间接、特殊、惩罚性、经济性、附带、附属或财务损失，包括任何利润、商誉或机会的损失，无论是否由疏忽引起，也无论是否因本合同引起或与本合同有关或相关，我们均不承担向您支付赔偿的责任。如果您使用了 E-Caring® 服务而可能遭受的任何损失和损害，我们均不向您承担责任。

Interpretations

解釋說明

This Contract consists of

本合同包括：

- The Terms and Conditions of this Contract
- 本合同的条款和条件
- The Application Form that you have completed in prior
- 您之前填写的申请表
- The Services Terms and Conditions that you have received in prior
- 您之前收到的服务条款和条件
- Any Supplementary Agreement
- 任何补充协议

Severability

可分割性

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.

如果任何条款或任何条款的一部分被法院认定为无效或不可执行，则该条款或该条款的一部分应被视为已从本协议中删除，本协议在其他方面仍然完全有效。

Customer Agreement 客戶協議

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.

我承認、理解並同意受本服務合同中所述條款和條件的約束。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可以定期從我的存儲付款方式中收取適用的費用/收費。



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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.

這些條款和條件的副本也已提供給我。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。

Customer's Signature

客戶簽名