

## Repair Services Terms & Conditions

The logo for SmarTone, featuring the word "SmarTone" in white, bold, sans-serif font on a red rectangular background.

### Terms and Conditions for Repair Services / Software Upgrade / Replacement / Loan Mobile Telephone / Accessory

It is hereby agreed by and between the Customer and SmarTone Mobile Communications Limited ("the Company") as follows:

1. The Company will at its sole discretion repair or replace any defective mobile telephone or accessory item or any part thereof. In order not to lose any data stored in the mobile telephone, it is recommended the Customer to make a back-up copy of his / her settings before the mobile telephone is being repaired or replaced.
  
2. The Company will not repair any defective mobile telephone or accessory item or any part thereof (i) caused by undue wear and tear; or (ii) due to negligence, omission or mishandling of the mobile telephone or accessory item; or (iii) due to alteration or repair made without authorization of the Company; or (iv) if the SIM lock has already been altered or tampered by other unauthorized person(s); or (v) if the Customer fails to provide the invoice for the purchase of the mobile telephone. The Company will not provide repair service and the warranty of the mobile telephone will immediately be void. Any repair request will be subject to a payment in advance of an inspection and testing fee of \$2,000, in addition to any charges for parts and labour.
  
3. In the event that the Company decides to replace the defective mobile telephone or accessory item or any component thereof, the Company shall notify the Customer of the costs of the replacement and seek the Customer's consent of the proposed replacement. With the consent of the Customer, the Company shall replace the defective mobile telephone or accessory item or any component thereof and such defective mobile telephone or accessory item or component shall become the property of the Company who has the sole right to dispose of such items. The company makes no warranties, express or implied that the replaced mobile telephone or accessory item or part thereof is new, of merchantable quality or for use and fit for a particular purpose.
  
4. The Company may loan a mobile telephone or accessory item free of charge to the Customer during the period when the Company is repairing the Customer's defective mobile telephone or accessory item. The Customer acknowledges the mobile telephone or accessory item on loan to the Customer remains the sole and exclusive property of the Company and the Customer has no right, title the interest thereto. If the deposit for the Loan Item (if applicable) is paid by cash, it will be returned in cash; if the deposit is paid by credit card, it will be returned to the credit card account within 12 working days.
  
- 5A. During the loan period, the Customer shall (i) cause the mobile telephone or accessory item to be used and operated in a proper manner; or (ii) not at any time or under any circumstances alter or tamper with the equipment nor attempt to repair nor permit to be repaired the same or any parts thereof; or (iii) return the mobile telephone or accessory item upon the Company's demand (whether oral or written) in the same condition as when delivered to the Customer; or (iv) indemnify the Company against loss of or damage to the mobile telephone or accessory item or any part thereof from whatever cause whether or not such loss or damage results from the negligence of the Customer.
  
- 5B. In order not to lose any data in the on loan mobile telephone, the Customer has to make a back-up copy of his / her settings before return of the on loan mobile telephone.
  
- 6A. The Company reserves the right to dispose of the Customer's mobile telephone or accessory item at its sole discretion after the

same has been repaired by the Company if the Customer fails to: (i) present the attached order; or (ii) return the mobile telephone or accessory item on loan to the Customer within 90 days after the Company has issued notice for the return of the on loan mobile telephone or accessory item; or (iii) collect the repaired mobile telephone or accessory item within 90 days after the Company has issued notice for the collection of the item.

6B. The Company reserves the right to charge a rental fee if the Customer fails to return the mobile telephone or accessory item on loan to the Customer after (i) the expiry of the on-loan period; or (ii) the Company has issued notice for the return of the on loan mobile telephone or accessory item. The amount of rental fee shall be determined by the Company at its sole discretion.

7. The Customer agrees to pay the charges in respect of the repair services / replacement of the mobile telephone or accessory item.

8. Our Company disclaims any responsibility for any damage to the handset during the process of handset resetting or software upgrade.

9. Upon completion of the repairing service, the mobile telephone or accessory item may be restored to such original configurations / specifications, manufacturing design and standard and the system software may be upgraded to the latest version. Customer hereby acknowledges his/her understanding that he/she is not entitled to request to keep the versions of the system software existing before the repair service or request to restore the system software to the previously installed version upon completion of the repair service.

10. For mobile telephone or accessory item with invisible defects, if customers request to take back their mobile telephone or accessory item after inspection and repair quotation is made, the Company may not be able to restore the handsets back to the original status (including product frame and function).

11A. (Not applicable to iPhone) All spare parts changed in mobile telephone or accessory item serviced by the Company shall be covered by one month free warranty services counting from the date when the repairs are completed (limited to same defect).

11B. All spare parts changed in iPhone serviced by the Company shall be covered by 90 days free warranty services counting from the date when the repairs are completed (limited to same defect).

12. The Company shall not be liable for any direct or indirect loss of any repair failure or delay, sustained by the Customer or any person, arising from or relating to equipment failure, staff mistakes, negligence or other actions.

13. The Company is not responsible for any damage to any part of handset cosmetic / protector during repair or / after handset replacement.

14. If the iPhone cannot power on or IMEI / serial no. cannot be loaded in "setting > general > about " page, Customer agrees to the Company sending the iPhone to Apple for inspection.