

**Care-on-Call Service**  
**User Guidelines**  
**(English Version)**

1. When the User activates SCHSA devices (including any products that are used in conjunction with Care-on-Call Services (“Services”) such as PEL Device (including wired and wireless), Safety Phone™, Smartwatch, eCare Link® Mobile App and Mobile Link™), except for circumstances under clause 9 below, Senior Citizen Home Safety Association (“SCHSA”) will contact the User as soon as practicable and arrange for the relevant emergency and other required services.
2. The User shall not use the Services for the following purposes:
  - (a) Any illegal or improper use, and/or infringement of rights of any person (including but not limited to copyright or confidentiality) or breach of contracts, tort or any other liabilities or obligations against any third parties;
  - (b) in a manner causing or acting in a way that may cause interference, blockage or damage to the telecommunications service provided or operated in conjunction with SCHSA’s services; or
  - (c) Any other purposes not authorized by SCHSA.
3. The User agrees that his personal data and information including name, address and telephone number can be used by SCHSA for caring calls and/or home visits. The User also authorizes SCHSA to disclose his personal data and information (such as registration information, medical records and contact information) to the following third parties:
  - (a) the Hong Kong Police Force, the Fire Services Department, the various organizations and units under the Hospital Authority and/or any other organizations and units to arrange for the required services; and
  - (b) the various organizations and units under the Social Welfare Department, the Housing Department and the Hong Kong Housing Society and/or any other organizations and service units to apply and arrange for the required subsidies.
4. The User authorizes SCHSA to record all conversations upon receiving the signal for assistance or telephone enquiry, and also authorizes SCHSA to use the User’s telephone number for playing recorded messages and/or making caring calls to the User.
5. SCHSA may arrange for authorized volunteers or staff to do home visits and/or maintenance work for SCHSA devices after obtaining the consent from and with prior appointment with the Subscriber or User.
6. If the User needs to leave Hong Kong, please inform SCHSA as soon as possible before departure and after returning to Hong Kong for record and relevant service arrangements.
7. Except for liabilities which cannot be excluded under laws, SCHSA and/or any third party service providers providing services shall not be liable to the

Subscriber, the User or any other person under contract, tort or otherwise for any costs, expenses, loss, damages or liabilities suffered or incurred, directly or indirectly, by the Subscriber, the User or any other person arising from or in connection with: (i) the provision of, failure to provide, and/or any service agreement arisen during the provision of, the Services; or (ii) any acts or omissions (whether accidental, negligent or intentional) committed in connection with the performance of the Services by SCHSA and/or its third party service providers providing services, or their respective agents, employees and/or contractors, subcontractors and/ or suppliers; or (iii) the User using their own equipment to connect to SCHSA's or any third party's telecommunications network. The User shall compensate and be liable for any loss and damages suffered by SCHSA and/or other consequences.

8. SCHSA will not pay more than the Contract Value in compensation (even if we have been negligent) for all our liabilities under the Contract for the Care-on-Call Service and related service, Telecommunication Service(if applicable), Equipment and any other goods we supplied or provided.
9. The User agrees that SCHSA shall exclude all liabilities arising from or in connection with the following circumstances:
  - (a) Earthquake, typhoon, fire, thunderstorm, war, terrorism, revolution, trade embargo, riots, civil commotion, protests, demonstration, industrial action, governmental action, traffic problems and/or any other circumstances (whether of like nature to those specified above or not) which are beyond the control of SCHSA;
  - (b) Breakdown, delay, interruption, error of electricity, technology, network, system or signal, or any other breakdowns, incidents or problems outside the control of SCHSA, resulting in the failure of the SCHSA devices (including any device that supports the provisions of Care-on-Call Service such as PEL device and remote control, Smartwatch, Safety Phone, eCare Link® Mobile App, Mobile Link™ etc.) to perform their intended function or the failure for SCHSA to provide certain services (such as Location Search or Vigilance Service);
  - (c) Any use of the SCHSA devices other than in accordance with SCHSA's instructions including switching off or unauthorized alteration of setting or removal or opening of the SCHSA devices ; Users failure to regularly change the device (including the mobile phone with the eCare Link® Mobile App) resulting in the turning off of the device; or if there is a malfunctioning of SCHSA devices affecting their operation but the User has not taken remedial measures or notified SCHSA of the relevant problems in a reasonable and timely manner;
  - (d) Incorrect or incomplete Information provided by the Customer (including but not limited to the information and personal data provided by the Customer during the setting up of the Service and/or during emergency conversations) and/or failure of the Customer to notify SCHSA to correct and update any information and personal data, which affects and/or limits the Service provided by SCHSA;
  - (e) Except with SCHSA's consent, any changes, cancellation or addition to any telephone service, function, settings or telephone line (including

cancellation of the phone number display function, addition of call blocking or other value-added services) causing injuries or losses due to the failure of the SCHSA devices to perform their original function.

- (f) Special circumstances in the User's residence or location causing loss, injuries or death due to the failure of the SCHSA devices (including location search feature) to function properly or the inability of emergency service providers to reach the User's in a timely manner; and/or
  - (g) Delay, omissions and/or actions of the emergency service providers (including ambulance, police and/or fire services) or any emergency measures taken by the emergency service providers (including breaking into a house) or any losses or injuries caused by the User's refusal to cooperate with the emergency service providers.
10. SCHSA reserves the right to change or update these User Guidelines. SCHSA shall notify the Subscriber and User in writing of any changes or updates.
  11. In addition to these User Guidelines, the Users are also required to follow the additional Guidelines for eCare Link<sup>®</sup> Mobile App/Safety Phone<sup>™</sup>/Smartwatch Users.
  12. In case of any inconsistencies between the Chinese and English versions of these User Guidelines, the Chinese version shall prevail.

(01.05.2022)