

Smart Care Voice Reminder Service Terms and Conditions

Smart Care Voice Reminder service (“**Voice Reminder Service**” / “**this Service**”) is provided by us, Hong Kong Telecommunications (HKT) Limited, subject to these Terms and Conditions and other relevant terms and conditions. For general information on this Service, please visit <https://www.hkt-homephone.com/smartcare/?lang=eng>. For general enquiries about this Service, please call our Voice Reminder General Service Hotline at 2888 2393 (“**Service Hotline**”).

1. What is Voice Reminder Service?

- (a) Voice Reminder Service is only available to consumer customers of HKT Home Phone service. Once registered with this Service, you will be able to set reminders for your daily activities via your designated HKT Home Phone. Once a voice reminder is setup, an automatic voice reminder will dial your designated HKT Home Phone number to remind you of your set daily activity. Your approved Caregivers (defined in [Clause 6\(a\)](#)), if any, will also be able to set voice reminders for you.
- (b) To use this Service, you are required to download and maintain the latest version of the HKT Home Phone mobile application (“**App**”) on designated smart mobile devices with Apple’s iOS and Google’s Android and to create a HKT Home Phone account (“**Service Account**”) under the App with your designated HKT Home Phone number. The download and use of HKT Home Phone service and the App are subject to relevant terms and conditions; for details, please see the HKT Home Phone website: <https://hkt-homephone.com/?lang=eng>.

2. Service Terms and Conditions

- (a) By using this Service, you agree to the prevailing version of (i) these Terms and Conditions; (ii) the HKT Home Phone Lite Service Terms and Conditions; and (iii) the HKT Home Phone Pro Service Terms and Conditions (all available on the HKT Home Phone website), and such other relevant terms and conditions which we may advise you from time to time (collectively, “**Service Terms and Conditions**”).
- (b) You acknowledge that we may, at any time, at our sole discretion, by publishing an updated version on the relevant websites and/or the App:
 - (i) change, modify or supplement on any Service Terms and Conditions and/or the App; and
 - (ii) change, modify, suspend or discontinue all or any part of this Service and/or the App.

By continuing to use this Service, you will be deemed to accept the updated terms and conditions and/or updated version of this Service / the App, and be bound by them.

3. How to subscribe to Voice Reminder Service?

You may subscribe to this Service at any retail shops of the HKT Group, including io.t by HKT Shop, CSL Shops and 1O1O Shops (only for 1O1O customers) or by calling our Voice Reminder Subscription Hotline at 2888 1888 (available only at designated hours, usually between 9 am to 12 midnight, except under adverse weather conditions or other special circumstances).

4. How to setup a voice reminder?

- (a) Voice reminders can be setup via the App. Please follow the instructions on the App accordingly.
- (b) You may also call the Service Hotline to setup voice reminders. For such purpose, you acknowledge and agree that our customer service will have access to the reminder messages set on your Service Account.
- (c) When you setup a voice reminder for the first time, you will be required to provide a mobile phone number which is capable of receiving SMS (short message service). A one-time password (“**OTP**”) will be sent to that mobile phone number for your verification, and that mobile phone number will be used as your registered mobile phone under your Service Account. You may change such mobile phone number at any time on the App or by calling the Service Hotline.
- (d) Voice reminders can be setup in Cantonese, Putonghua or English. You may record your own voice reminder via the App. There is a “Text-to-Speech” function on the App whereby you may type in a reminder message and convert the message into a voice reminder message. There will also be a list of reminder message templates on the App for you to choose.
- (e) Up to 15 voice reminders may be setup at any one time, and you may create / edit / copy reminders up to 50 times per day. You may schedule voice reminders for up to 1 year prior. Subject to the aforesaid, you may setup repeated reminders (e.g. to set reminders that are repeated every month up to a designated end date), but please be aware if a monthly repeated reminder is setup to commence on 29 February and on the 31st day of a month.

5. Voice reminders

- (a) Once a voice reminder is setup, an automatic voice reminder call will be made to your designated HKT Home Phone at the scheduled time.

- (b) Once a voice reminder call has been picked up, it is considered “answered” if the call lasts for over 15 seconds or the length of the voice reminder message set (if the voice reminder message set is less than 15 seconds), even though you or any person picking up the call might not have actually listened to the voice reminder message, and after that no further automatic voice reminder call will be made.
- (c) A voice reminder call will be considered not answered if the pickup call lasts for less than 15 seconds or less than the length of the voice reminder message set (if the voice reminder message set is less than 15 seconds).
- (d) If the voice reminder call is not answered, up to 2 more automatic voice reminder calls will be made to your designated HKT Home Phone at around 3-5 minutes’ interval.
- (e) If all 3 voice reminder calls are not answered, an SMS and/or an App push notification (if the App push feature is turned on) will be sent to your registered mobile phone.
- (f) This Service we provide does not include our provision of any voice reminder records which have been set under your Service Account. As such, we are unable to provide you or anyone with such record. Voice clips of voice reminders will not be available for downloading. However, history of up to 300 voice reminders set to your designated HKT Home Phone under this Service for the past 90 days will be available for reference under your Service Account on the App.
- (g) Notwithstanding any provisions of the Service Terms and Conditions, this Service is provided to you on a best commercial efforts basis and is subject to certain quota of voice reminders being sent out by us to all relevant customers of this Service at the material time, whereby we do not in any way guarantee:
 - (i) that timely voice reminders will be made to your designated HKT Home Phone at exactly the scheduled time, especially when the said quota is reached at the material time;
 - (ii) the voice quality of any voice reminder call; and
 - (iii) the accuracy or reliability of the conversion or result under the “Text-to-Speech” function on the App.

Please refer to Clause 10 and Clause 16 for more limitations on this Service.

6. Voice reminder setup via approved mobile phone number(s)

- (a) At or after the time of service subscription, you can provide up to 3 mobile phone numbers for your Service Account. You may provide your own mobile phone number(s) and/or mobile phone number(s) of your family members, friends and/or caregivers (each a “**Caregiver**”, being the person / persons who may access the relevant mobile phone number). If you are providing a mobile phone number of a Caregiver, you must ensure that you have already notified and obtained prior consent from the relevant individual for the use of his mobile phone number for the purpose of this Service.
- (b) [If you have already provided mobile number(s) at the time of service subscription] To be able to use each provided mobile phone number to setup voice reminders via the App, the person who have access to that mobile phone number (who may be you or your Caregiver) is required to create his own HKT Home Phone account under the App (each a “**Service Account**”) using that mobile phone number, and you or the Caregiver (as the case may be) will be required to input the telephone number of your HKT Home Phone designated for this Service onto his Service Account on the App. Once completed, the relevant mobile phone number will be deemed to be an approved mobile phone number, and the person who have access to that mobile phone number (who may be you or your Caregiver) will be able to setup voice reminders onto your HKT Home Phone designated for this Service via the App.
- (c) [If no mobile phone number has been provided during service subscription] To be able to use a mobile phone number to setup voice reminders via the App, the person who have access to that mobile phone number (who may be you or your Caregiver) is required to create his own Service Account on the App using that mobile phone number and to complete “Home Link” with the mobile phone number. To Home Link, one is required to enter the telephone number of your HKT Home Phone designated for this Service and your identity document number onto the Service Account on the App.
- (d) You may change any of your approved mobile phone number at any time or by calling the Service Hotline. Any approved mobile phone number can be unlinked from your HKT Home Phone designated for this Service via the relevant Service Account on the App.
- (e) Always be careful when providing a mobile phone number which is not yours for this Service, as once the mobile phone number has been approved for this Service, any persons with may have access to that mobile phone number will be able to setup voice reminders for you. Do not use anyone’s mobile phone number for this Service unless the person(s) who may have access to that mobile phone number is / are genuinely trustworthy.
- (f) If any given mobile phone number will no longer be held by you or your relevant Caregiver or if any of your authorised Caregiver no longer gives his required consent to use his mobile phone number for the purpose of this Service (each being a “**Mobile Phone Change**”), you must inform us as soon as possible prior to or at the time of the Mobile Phone Change, failing to do so might result in an unauthorised third party (who might be a non-Caregiver) (i) receiving messages (e.g. SMS and App push notification under Clause 5(e)) from us; and (ii) being able to access and to set up voice reminders under your Service Account. Notwithstanding any provisions of the Service Terms and Conditions, we may, with or without prior notice to you, suspend and/or remove any given mobile phone number from your Service Account, if we are of the view that the mobile phone number is not held by you or your Caregiver or if the Caregiver has not given or no longer gives his required consent.

7. Voice Mail, Call Forward and Smart Connect Services

- (a) If voice mail service has been enabled on your designated HKT Home Phone, the voice mail may answer a voice reminder call, and the voice reminder call will be considered having been answered, even if the voice reminder call was not answered by you or other person.
- (b) If call forward service has been enabled on your designated HKT Home Phone whereby all calls are forwarded to another telephone number, a voice reminder call will be forwarded to that other phone number. Whether the voice reminder call is considered as answered depends on whether the voice reminder call forwarded to the other phone number is answered or not.
- (c) If Smart Connect service has been enabled on your designated HKT Home Phone, the voice mail on the designated mobile phone may answer a voice reminder call, and the voice reminder call will be considered having been answered, even if the voice reminder call was not answered by you or other person.
- (d) If do not disturb service has been enabled on your designated HKT Home Phone, the do not disturb may answer a voice reminder call, and the voice reminder call will be considered having been answered, even if the voice reminder call was not answered by you or other person.

8. Our rights and responsibilities

We may:

- (a) deactivate / suspend this Service / the App at any time without notice to carry out system maintenance, upgrading, testing and/or repairs;
- (b) limit or suspend your or your approved caregivers' access to this Service / the App and/or terminate this Service without notice where we are of the opinion that such action is appropriate as a result of your or your approved caregivers' use of this Service or if we reasonably believe that you have or you may have (i) violated any applicable law, rules (e.g. Stock Exchange rules), regulation, regulatory directive or licences (collectively, "**Applicable Law**"); (ii) any of the provisions of the Service Terms and Conditions; (iii) acted inconsistently with the provisions or spirit of the Service Terms and Conditions; (iv) violated our rights, any rights of our Affiliates or any rights of another party.
- (c) expand, reduce, withdraw and/or modify any part of this Service / the App, remove, disable and/or suspend transmission or streaming of this Service / the App which we consider, in our sole opinion, breaches any Applicable Law or to be otherwise unacceptable; and/or
- (d) without cause give you not less than 30 days' notice to terminate this Service.

9. Your use of this Service

(a) You:

- (i) have to be aged 18 or above, and will ensure any approved caregivers so authorised by you for this Service are all aged 18 or above;
 - (ii) are only authorised to use this Service for your own personal and non-commercial use in accordance with the Service Terms and Conditions;
 - (iii) will be strictly and solely responsible for your own use of this Service and any use by any party (including any of your approved caregivers) who setup or attempt to setup voice reminders under your Service Account will be treated by us as use by you;
 - (iv) will and will procure that all approved caregivers will, abide by all Applicable Law, and any of our operating and/or usage rules (including the Service Terms and Conditions), as amended from time to time;
 - (v) will provide true, accurate, current and complete information about yourself as required to complete your application for and/or use of this Service ("**User Data**");
 - (vi) will agree to maintain and promptly update the User Data you have submitted to us and keep it true, accurate, current and complete;
 - (vii) will report any violation of the Service Terms and Conditions to us at the Service Hotline; and
 - (viii) will safeguard your login details and password(s) (if any) and ensure that they are not disclosed or provided to any other person not authorised by you.
- (b) You must not in any way intercept, interfere or tamper with any part of this Service and must not use this Service or allow this Service to be used to, directly or indirectly:
- (i) access or attempt to access this Service in any way or method other than the instructions or interface provided by us;
 - (ii) commit any action which may be unauthorised, unsolicited, offensive, defamatory, indecent, obscene, menacing, immoral, tortious, unlawful, illegal, political or infringe any intellectual property rights of any party or which may incite violence or breach of any law; and/or
 - (iii) input any sensitive, confidential, unauthorised, unsolicited, offensive, defamatory, indecent, obscene, violent, menacing, nuisance, political, religious, promotional or hoax information, messages or content (e.g. no HK identity card number, credit card number, bank account number or password should be input).
- (c) You may terminate this Service by giving us not less than 30 days' prior notice.

- (d) If this Service is terminated for whatever reason prior to the expiry of any applicable commitment period, you will be liable to pay any relevant early termination charges and other fees.
- (e) You acknowledge and agree that Clause 10 (Use of this Service at your own risk), Clause 15 (Indemnities), Clause 16 (Limitation of liability), this Clause 9(e) and Clause 18 (General provisions) shall survive termination of this Service.

10. Use of this Service at your own risk

- (a) You use this Service at your own risk. You must evaluate, and bear all risks associated with, the use of this Service, including reliance on the accuracy, completeness or usefulness of this Service. All information provided on or via this Service by us or any of the Third Party Providers or our related service providers is for general and indicative purposes only. You should seek your own independent advice with respect to your use of this Service.
- (b) We endeavour to provide a convenient and functional Service, but we do not guarantee in any way that this Service (or any feature, function or Content (as defined in Clause 12(a)) thereunder, whether provided by us or a Third Party Provider (as defined in Clause 13(a)) will meet your or any user's requirements or expectations, be error free, continuous, uninterrupted, timely or secure or that this Service or the system / server that operates it will be free of viruses or other harmful components, nor we guarantee the quality of the voice reminders under this Service, as the same will be dependent on various factors, such as the user's hardware, Internet connection status and HKT Home Phone connection status etc.
- (c) Although we will use reasonable endeavours to maintain this Service, we do not undertake in any way to provide support or maintenance services for this Service.
- (d) Unauthorised access to this Service is a breach of the Service Terms and Conditions and a violation of the law. You agree not to access this Service by any means other than by providing us your login details and password or allow anyone to do so. You agree not use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access, monitor or copy any part of this Service (including the App and the Content).
- (e) If your use of this Service results in the need for servicing or replacing any property, material, equipment or data, we will not be in any way responsible for any costs or expenses in relation to any loss or damages.
- (f) Without limiting other provisions of these Terms and Conditions, everything on this Service is provided to you on an "as is" and an "as available" basis, without warranty or condition of any kind, either expressed or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. We exclude all representations and warranties to the fullest extent permissible under any Applicable Law.
- (g) We do not make any express or implied warranty as to the accuracy, fitness for a particular purpose, non-infringement, reliability, security, timeliness or freedom from computer virus in relation to any content on this Service. We shall not be held liable whatsoever for any reminder message content input under your Service Account. We shall not be liable for any errors in, omissions from, or misstatements or misrepresentations (whether express or implied) concerning any such information, and will not have or accept any liability, obligation or responsibility whatsoever for any loss, destruction or damage (including without limitation consequential loss, destruction or damage) however arising from or in respect of any use or misuse of or reliance on the information delivered on this Service or inability to use this Service or any services delivered through this Service.

11. Charges and payment

- (a) You undertake to pay all charges and fees (collectively, "**Charges**") for the use of this Service.
- (b) Unless otherwise specified you must pay for this Service in advance of usage.
- (c) You may settle all Charges by a valid credit card or any other payment method as specified by us from time to time.
- (d) Payments via credit card are subject to the terms and conditions of the card issuer. For all credit card transactions, you shall bear the price differences due to exchange rate and/or any other fees or charges incurred in connection with the relevant transaction.
- (e) We can bill you through a billing agent or any PCCW / HKT group companies.
- (f) If you do not pay any Charges when due, you shall, without prejudicing any other rights we may have, pay us interest for the overdue amount at an interest rate equal to 2% per annum above the then Hong Kong dollar best lending rate of The Hongkong and Shanghai Banking Corporation Limited until full payment (before as well as after judgment).
- (g) If you do not pay any Charges when due, we may ask a debt-collection agency(ies) to collect the payment on our behalf, and you will be liable to us any costs and expenses which we may have reasonably incurred for engaging such agency(ies) for the payment collection.
- (h) Except in the event of manifest error on our part or as otherwise expressly provided in the Service Terms and Conditions, this Service subscribed is non-cancellable and all payments made to us shall be non-refundable in any event.
- (i) You are responsible for all carrier data charges and other fees and taxes associated with your use of this Service. Your download and access to the App and/or use of this Service may be subject to payment of certain fees, and you agree to pay such fees on time. We reserve the right at any time to:
 - (i) charge or waive such fees (or any part thereof); and/or
 - (ii) change or supplement on any terms and conditions on which any such fees shall be charged and/or waived.

12. Content

- (a) You acknowledge that all content of this Service ("**Content**") is subject to copyright and possibly other intellectual property rights ("**Intellectual Property Rights**"). Unless you are expressly authorised by law and by the relevant copyright owner(s), you must not in any way whatsoever participate in or permit any other entities or persons, to, directly or indirectly:
- (i) sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, repost or otherwise use any of the Content in any way for any public or commercial purpose without our prior written consent;
 - (ii) use any Content on any other websites or in a networked computer environment for any purpose;
 - (iii) reverse engineer any Content consisting of downloadable software; or
 - (iv) otherwise infringe any of the Intellectual Property Rights of any person in using this Service or any Content.
- (b) Nothing you do on or in relation to this Service will transfer any Intellectual Property Rights to you or license you to exercise any Intellectual Property Rights unless this is expressly stated.

13. Third Party Providers

- (a) You acknowledge that:
- (i) certain features of this Service (e.g. the "Text-to-Speech" function under the Voice Reminder feature on the App); and
 - (ii) parts of the Content,
- may be contributed, provided or maintained by third party providers ("**Third Party Provider(s)**") and not by us. We make no statement, representation or warranty, express or implied, that we agree, disagree, approve or endorse with any such materials or external websites and we will not have or accept any liability, obligation or responsibility whatsoever for any loss, destruction or damage (including without limitation consequential loss, destruction or damage) however arising from or in respect of any use or misuse of or reliance on the contents of any such materials or external websites delivered on or via this Service or inability to use any of them.
- (b) Those features or Contents so contributed, provided or maintained by a Third Party Provider may be subject to change by the Third Party Provider from time to time, without prior notice.
- (c) Your correspondence or dealings with any Third Party Providers are solely between you and that Third Party Provider, and you agree that we will not in any way be liable or responsible for any loss or damage of any sort howsoever incurred as the result of such dealings.

14. Personal Data

- (a) In using this Service, you may be requested to give us certain personal data (as this term "personal data" is defined in the Personal Data (Privacy) Ordinance ("**PDPO**", Chapter 486 of the Laws of Hong Kong) ("**Data**"). You have certain rights in the Data you provide in accordance with the PDPO. By using this Service, you grant us your consent to use your Personal Data in accordance with the "HKT Privacy Statement" (available at www.hkt.com/legal/privacy.html).
- (b) You will provide us with the information relating to you or your use of this Service we reasonably require:
- (i) to help us in complying with the Applicable Law and to report to any government or regulatory agency regarding such compliance; and
 - (ii) to assess whether or not you have complied, are complying and will be able to continue to comply with all obligations under the Service Terms and Conditions.

15. Indemnities

You agree to indemnify us, our content providers, contractors, sub-contractors, licensors and agents (including but not limited to the Third Party Providers) and their respective officers, directors and employees (collectively, "**Indemnified Parties**") against any action, liability, cost, claim, loss, damage, proceeding and/or expense suffered or incurred by any of the Indemnified Parties arising from or which is related to:

- (a) your use of this Service, the App and/or the Content; and
- (b) any breach or non-observance of any provisions of the Service Terms and Conditions by you and/or other person(s) using this Service under your Service Account, whether with or without your authority or knowledge.

16. Limitation of liability

- (a) To the fullest extent permitted by law, we will accept no liability whatsoever for any direct, indirect, consequential, collateral, special, punitive or incidental loss, destruction or damage (including but not limited to corruption of data, loss of profits, goodwill, bargain or opportunity or loss of anticipated savings or any other loss) resulting from your access to, reliance on, or use of, or inability to use this Service (including the App and the Content) (including any services provided by any Third Party Providers),

whether based on warranty, contract, tort, negligence or any other legal theory, and whether or not we know of or reasonably should have known of the possibility of such damage.

- (b) If a jurisdiction does not allow the exclusion or limitation of liability in accordance with the relevant provisions under the Service Terms and Conditions but allows a limitation of a certain maximum extent, then our liability is limited to that extent.

17. Notices

- (a) We will give you any necessary notices by posting them on the App. You agree:
 - (i) to check the App for notices regularly; and
 - (ii) that you will be considered to have received a notice when it is made available to you by posting on the App.
- (b) We may also give you notice by such other means as designated by us (e.g. by post, email, SMS and/or bill insert).

18. General provisions

- (a) All personal pronouns used in these Terms and Conditions, whether used in the masculine, feminine or neuter gender, shall include all other genders, and the singular shall include the plural and vice versa.
- (b) We shall not be liable or deemed in default for failure to fulfil any obligations under your contract for this Service due to causes beyond our reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, civic unrests, shortages of labor or materials, freight embargoes, unusually severe weather, electrical power failures, telecommunication or internet backbone outages, failure of an internet access provider or other similar causes beyond our control, and we shall not be liable for losses, expenses or damages, ordinary, special, remote or consequential, resulting directly or indirectly from such causes.
- (c) Any disputes in connection with this Service (including the App and the Content), our decision shall be final, binding and conclusive.
- (d) If any part of these Terms and Conditions is held to be unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remainder will remain in full force and effect.
- (e) You agree to defend, indemnify, and hold harmless us, our officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of this Service (including the App and the Content) or your breach of the Service Terms and Conditions.
- (f) Save for PCCW Limited and its subsidiaries (as defined in the Companies Ordinance, Chapter 622 of the Laws of Hong Kong), no other person or entity who is not a registered customer of this Service has any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any provisions of the Service Terms and Conditions or any rights and/or benefits in connection thereunder.
- (g) The Service Terms and Conditions will be governed by the laws of Hong Kong. You irrevocably submit to the exclusive jurisdiction of the courts of Hong Kong.

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