

Terms and Conditions of Smart Charge's Subscription Plan
Smart Charge 月費計劃的條款及條件

1. Your Contract

您的合約

- 1.1 We agree to supply the Service to you, and you agree to acquire the Service from us, at the prices and on the terms of your Contract.
根據您的合約內的價格及條款，本公司同意為您提供本服務，而您同意向本公司購買本服務。
- 1.2 Your Contract consists of: (i) your Application (including any Supplemental Agreement); and (ii) the prevailing version of these Terms and Conditions. In case of any inconsistency, your Application (as may be supplemented or amended by any Supplemental Agreement) shall prevail over these Terms and Conditions.
您的合約包括：(i) 您的申請書（包括任何補充協議）；及 (ii) 本條款及條件的現行版本。倘若有任何不一致之處，將會以您的申請書（包括之後任何補充協議可能作出的補充或修改）為準。
- 1.3 By acquiring the Service from us, you unconditionally agree to the prevailing version of (i) these Terms and Conditions; (ii) our Fair Usage Policy; and (iii) our Privacy Statement (all available at Smart Charge's website: www.smartcharge.com.hk), as they may be modified and/or supplemented from time to time without prior notice to you. Please check the relevant webpages regularly to see if there have been any modifications and/or supplements which may have been made.
當您向本公司購買本服務，即代表您無條件地同意本條款及條件、本公司的《公平使用政策》及本公司的《私隱聲明》的現行版本（以上都可以在 Smart Charge 的網站上找到：www.smartcharge.com.hk），而其亦可隨時在沒有預先通知您的情況下被修改及/或補充。請定期查看有關資料的網頁，以參閱有沒有任何修改及/或補充。

2. Term

期限

- 2.1 Your Contract for the Service becomes effective at the time you signed the Application (unless we determine otherwise) and continues until the expiry of the Commitment Period (if any), unless terminated earlier in accordance with your Contract.
您就本服務的合約在您簽署申請書後便生效（除非本公司另行決定），並會一直有效至承諾期（如有）屆滿為止（除非已依照您的合約提早被終止）。
- 2.2 Prior to the expiration of any Commitment Period, we may (but we are not obliged to do so) contact and offer you a renewal of the Service ("**Renewal Offer**"). If you agree to accept the Renewal Offer, your Service will be renewed in accordance with terms and conditions of that Renewal Offer.
在任何承諾期屆滿前，本公司或會（但並沒有義務這樣做）聯繫您，並向您提供一個服務續約計劃（「**續約建議**」）。如果您同意接受本公司提供的續約建議，本服務將依照續約建議的條款和條件而續期。
- 2.3 Upon the expiration of the Commitment Period, if:
當承諾期屆滿時，倘若有如下情況發生：
- (a) we have not received any valid written termination request of the Contract from you; or
本公司未收到您的任何有效書面終止合約的請求；或
 - (b) you have not renewed your existing Contract nor entered into any new contract in respect of the Service with a new commitment period,
您未有續簽您現有的合約，也沒有就本服務簽訂含新承諾期的新合約，

we will continue to provide you with the Service in accordance with the terms of your current Contract at the then prevailing Month-To-Month Fee to be decided by us at our discretion on a monthly basis. Unless otherwise specified, any benefit, offer, rebate offered to you during the Commitment Period will no longer apply.
則本公司會依照您目前的合約條款，及以本公司自行決定按月計算的方法，以屆時適用的按月收費計劃繼續為您提供本服務。除另有指明，本公司在承諾期向您提供的任何優惠、提議、回贈將不再適用。

3. Your obligations

您的責任

- 3.1 You must:
您必須：
- (a) provide us and our employees, representatives, agents and subcontractors with safe and timely access to your Installation Address within 30 days from the effective date of your Contract (or such other period as specified in your Application or agreed by us) to:

在您的合約生效日起的 30 天內（或於您的申請書所列明的或經本公司同意的其他期限），向本公司及本公司的僱員、代表、代理及次承辦商提供可讓其安全並及時到達的安裝地址，以：

- (i) enable our supply of the Service to you; and
讓本公司可向您提供本服務；及
- (ii) enable us to perform any work on or in relation to the Equipment or, where lawful, a third party's equipment whether or not in connection with the supply of the Service.
讓本公司可在或就設備或，在合法的情況下，於第三方的設備進行任何工作，不論該工作是否與提供本服務有關。

If you do not do so, we reserve the right to terminate your Contract and charge you the Application Cancellation Charge.

倘若您沒有履行上述責任，本公司會保留終止您的合約的權利，並會向您收取取消申請費。

- (b) ensure that your Designated Vehicle(s) and/or all devices connected to the Equipment by you, or on your behalf, are technically compatible with the Equipment and that the vehicle(s) and/or the devices comply with and are used in accordance with your Contract, our Instructions and any Applicable Law.
確保您的指定車輛及所有您或代表您連接到設備的裝置與設備技術上可兼容，並且該指定車輛及/或該裝置遵照您的合約、本公司的指示，以及任何適用的法例。

- (c) not use or attempt to use the Service, or permit any party to use the Service, in a manner that:
不會以下列的方式使用或嘗試使用本服務，或容許任何其他方以下列的方式使用本服務：

- (i) is unlawful, fraudulent, improper or unauthorised or for immoral purpose;
以不合法、欺詐、不恰當或未獲授權或為不道德為目的；
- (ii) will violate or infringe the rights or privacy of others, including without limitation, any Intellectual Property Rights;
會違反或侵犯其他人的權利或私隱，包括但不限於任何知識產權；
- (iii) will cause annoyance, inconvenience or needless anxiety to any person;
會為任何人士帶來滋擾、不便或不必要的焦慮；
- (iv) will modify, sub-license, sell or disassemble any portion of the Equipment;
會對設備的任何部份作出更改、再授權、售賣或分拆；
- (v) is not consistent with the purpose the Service is meant for; or
與本服務含有的目的不一致；或
- (vi) is for your own or any party's (excluding us) commercial gain.
是為您本身或任何一方（不包括本公司）的商業得益。

- (d) not damage, interfere with, cause any deterioration or degradation of the operation or performance of, or allow any of these acts to be done (including by a third party) to the Service (including our Equipment); and
不會損害或干擾本服務、或導致本服務操作或執行上產生任何惡化或退化後果，或容許任何前述情況發生（包括由第三方作出）於本服務（包括本公司的設備）；及

- (e) provide us with reasonable assistance to enable us to supply or maintain the Service (including notifying us promptly if you are aware of any material damage to the Equipment and ensuring our Equipment and your devices used in connection with the Service are maintained in good repair and working condition).
提供合理的協助以讓本公司提供充電或維持本服務（包括倘若您知悉設備有任何材料上損壞，您會立刻通知本公司，並確保本公司的設備及您與本服務聯繫所使用的裝置會於良好維修及操作條件下得到保養）。

- 3.2 You must only use the Service for charging your Designated Vehicle(s) and not for any other vehicles, with or without your knowledge or consent. You are required to notify us promptly if the registered licence plate number of any of your Designated Vehicle(s) is changed. In the event of default of the aforesaid, we may terminate or suspend the Service without prior notice.

您只能使用本服務為您的指定車輛充電，不論在您是否知情或同意的情況下，都不得用於任何其他車輛。如果您的任何指定車輛的登記車牌號碼有所變更，您需要立即通知本公司。如果違反上述規定，本公司可以在不事先通知的情況下終止或暫停服務。

- 3.3 You agree to look after the Equipment that we provide to you. For the Equipment which is owned by us, you must promptly return our Equipment to us in good working condition by allowing us access to the Installation Address at reasonable times of the day to collect and remove the Equipment upon termination of your Contract. In the event of loss or damage (fair wear and tear excepted) to our Equipment, you must pay us the repair and replacement of the Equipment, including any charges for loss, replacement or failure to return Equipment as specified in your Application.

您同意看管本公司提供予您的設備。對於本公司所擁有的設備，則您必須在您的合約終止後的合理時間內讓本公司人員進入安裝地址取回及拆除該設備，以及立刻交還運作良好的設備給本公司。如本公司的設備有任何遺失或損壞（正常損耗除外），您必須賠償對維修及替換設備所招致之費用，包括於您的申請書內列明的因遺失、替換或未能交還設備所招致的任何費用。

- 3.4 You must reimburse us for any loss (including the costs of repairs) or damage caused to us as a result of loss, theft or damage to the Equipment to the extent that you have caused or contributed to that loss, theft or damage.
如因設備之遺失、盜竊或損壞而引致本公司蒙受任何損失（包括維修之費用）或損壞，您必須向本公司賠償有關您所引致或有份引致的部份。
- 3.5 We are and shall remain as the owner of our Equipment. You shall not:
本公司是並將始終是本公司設備的所有者。您不得：
- (a) remove or tamper with any of our identification mark or label on our Equipment;
移除或篡改本公司設備上的任何本公司的識別標記或標籤；
 - (b) remove or tamper with any components (including software) of our Equipment;
移除或篡改本公司設備的任何部件（包括軟件程式）；
 - (c) permit anyone other than us or our employees, agents or contractors to repair or maintain our Equipment; and
許可除本公司、本公司的員工、代理或承包商外的任何人修理或維護本公司的設備；和
 - (d) part with the possession or control of our Equipment.
放棄對本公司設備的擁有或控制權。
- 3.6 If you are not the owner of the Installation Address, you will need to seek approval from the owner for the installation and maintenance (including, without limitation, approval from the incorporated owners' committee or the building management office) of the Service. You agree to provide us with the necessary documentary proof of such authorisations and approvals if we so request.
如您並非安裝地址之業主，您將需要就本服務的安裝及維修得到有關業主批准（包括但不限於業主立案法團委員會或物業管理處的批准）。如本公司要求，您同意提供有關授權及批准所需的文件證明予本公司。
- 3.7 If the delay of the completion date of installation of the Service is caused by you, we may impose additional service fees and/or other fees and/or charges due to the increase in costs and labour to complete the installation of Service for you. 倘若完成安裝本服務之日期之延誤因您而引起，本公司或會向您徵收額外服務費及/或其他收費，及/或為您完成安裝本服務而增加的成本及員工費用。
- 3.8 Unless it is specified in your Contract, you are not entitled to choose the Equipment we may use to provide the Service to you. We may replace our Equipment at any time. Unless otherwise provided in your Contract, the Equipment provided under your Contract shall be non-exchangeable.
除非在您的合約中特別指定，否則您無權選擇本公司可能用來向您提供服務的設備。本公司可以隨時更換設備。除非您的合約有其他規定，否則根據您的合約提供的設備將不能進行交換。
- 3.9 You shall indemnify and keep us, our employees, representatives, sub-contractors and agents fully and effectively indemnified against any Loss (including Consequential Loss) which we may suffer or incur arising out of or relating to or in connection with your Contract, including but not limited to the Loss resulting, directly or indirectly, from:
您須賠償並確保本公司、本公司的僱員、代表、分包商及代理人完全有效地免於承受本公司可能就或因您的合約而可能遭受或蒙受的任何損失（包括相應損失），包括但不限於自以下方面直接或間接產生的損失：
- (a) any act or omission (whether or not negligent) of you or any third party;
您或任何第三方的任何作為或不作為（不論是否疏忽）；
 - (b) any Claim by any person relating to supply of the Service or its use by you or any other person (with or without your knowledge or consent) or any delay or failure to provide the Service by us;
任何人士就提供服務或您或任何其他人士使用服務或本公司任何延遲或未能提供服務而提出的任何申索（無論您是否知悉或同意）；
 - (c) any breach by you or any third party;
您或任何第三方的任何違約行為；
 - (d) any Claim by any person or liability of us under any Applicable Law in relation to the supply of the Service;
and/or
任何人士就提供服務根據任何適用法例提出的任何申索或本公司根據任何適用法律就提供服務的法律責任；及/或
 - (e) our access to the Installation Address or the car parking or other spaces of which the Installation Address forms part,
本公司進入安裝地址或作為安裝地址之組成部份的停車場或其他處所，
- other than to the extent that it is the result of the wilful breach of your Contract by us.
惟本公司故意違反合約而導致者除外。

4. The Service **本服務**

- 4.1 If you wish to make any changes to the particulars of the Service under your Contract, additional fees and/or charges may be payable, and you and us shall enter into new or further agreement(s) to your Contract, revising and/or supplementing the terms of your Contract accordingly.
如欲對您的合約下之本服務之詳情作出任何改變，您可能需要支付額外的手續費及/或費用，並且您與本公司將需於您的合約上訂立新或更多的協議，以就您的合約的條款作出相應的更改及/或補充。
- 4.2 We only provide one-time installation of the Equipment at the Installation Address. Subject to Clause 4.3, you must sign a new contract with us for any relocation and/or re-installation of the Equipment request.
本公司只會於安裝地址安裝設備一次。受限於第 4.3 條，如您有任何遷移及/或重新安裝設備的要求，您必須與本公司簽訂新的合約。
- 4.3 You may request for relocation of the Service to a new address, subject to our feasibility assessment at your new address and your payment of (i) the Relocation Charge; and (ii) the Installation Service Fee. Unless we agree with you otherwise, all the existing terms and conditions of the Contract (save and except for the new Installation Address) shall remain unchanged after completion of the relocation.
您可要求將本服務遷移到一個新的地址，惟需受限於本公司對您的新地址之可行性評估，以及您已支付 (i) 遷移收費；及 (ii) 安裝服務費。除非本公司與您另有協議，否則所有現時您的合約的條款及條件（除了新的安裝地址之外）將於完成遷移後仍保留不變。
- 4.4 You agree that the Fair Usage Policy applies to the Service and you may use the Service in a fair manner. We will consider use of the Service as unfair if you use the Service in any way which:
您同意公平使用政策適用於本服務，並且您會以公平的方式來使用本服務。倘若您以以下方式使用本服務，則本公司會認為您以不公平的方式使用本服務：
- (a) is designed to exploit, or results in the exploitation of, an acceptable usage limit of the Service (as determined by us from time to time); or
策劃去利用，或達到利用的後果，本服務可接受的用量上限（由本公司不時決定）；或
 - (b) causes or results in loss to us, problems to our Equipment or affects another customer.
引起或導致本公司有所損失、對本公司的設備產生問題，或影響另一客戶。
- In such event, we may reduce your charging current at a level determined by us and/or charge you in accordance with the prevailing thereafter rate of the Service or suspend or terminate the Service immediately.
在這情況下，本公司會以本公司釐定的標準來降低您的充電電流，及/或以依照本服務當時適用的超出上限的價格 向您收取費用，或立刻暫停或終止本服務。
- 4.5 You may be entitled to certain free premium(s) or to purchase certain premium(s) at a discount under your Contract. Separate terms and conditions will be applicable to such premium(s). If any premium is provided by a third party provider, you agree that we are not responsible for or liable to:
在您的合約下，您或可享有某些免費禮品，或可以折扣價格購買某些禮品。然而，另外的條款及條件將適用於有關禮品。如有任何禮品是經由第三方供應商提供，則您同意本公司不會對以下情況負責或負上法律責任：
- (a) the act, negligence or omission from such third party provider;
由該第三方供應商所作出的行為、疏忽或遺漏；
 - (b) any use of the premium; and
對該禮品之任何使用方式；及
 - (c) any transactions or dispute between you and such third party provider.
您與該第三方供應商的任何交易或爭議。
- 4.6 The actual charging performance of any charger under the Service will depend on many factors, including but not limited to the model of the Designated Vehicle(s) / device and its / their factory settings, the state and condition of the vehicle's / vehicles' / device's battery, the car park's available power capacity and load management system operations (if applicable).
本服務下任何充電器的實際充電效能將取決於許多因素，包括但不限於指定車輛 / 設備的型號及其出廠設定，車輛/設備電池的狀態和條件，停車場的可用電力容量，以及負載管理系統的運行（如適用）。

5. Load Management System 負載管理系統

- 5.1 This Clause 5 will start to be applicable to your use of the Service automatically if the car park or premises where the Installation Address is located or forms part of ("Car Park") has been deployed with load management system ("Load Management System") by Smart Charge.
如果本公司已在安裝地址所在或形成部分的停車場或場所（「停車場」）部署了負載管理系統（「負載管理系統」），則本第 5 條將自動適用於您使用本服務。
- 5.2 The Load Management System aims to help regulate and better manage the power usage of the Car Park and to ensure

system stability, especially during peak hours, in order to avoid system overloading and potential service disruptions. 負載管理系統的目的是協助調節並更好地管理停車場的電力使用，並確保系統穩定，特別是在高峰時段，以避免系統超載和可能的服務中斷。

- 5.3 Smart Charge shall be free to deploy, modify and/or discontinue with the use of the Load Management System at the Car Park as and when it deems necessary, with or without prior notice.
本公司可在其認為必要時，在事先通知或不事先通知的情況下，自由在停車場部署、修改和/或停止使用負載管理系統。
- 5.4 Normally, the original output at the Car Park should be around single phase 32A. When the Load Management System is deployed at the Car Park, you note and agree that the power output may be controlled to as low as single phase 16A output.
一般而言，停車場的原始輸出應為單相 32A。當在停車場部署負載管理系統時，您了解並同意電力輸出可能被控制到低至單相 16A 輸出。

6. Payment for the Service 繳付本服務

- 6.1 You must pay for all the Charges for the Service (including the Equipment and any other goods and services we provide to you under your Contract) in a timely manner without deductions. All payments must be settled in Hong Kong dollars and by a method as described in your bill (if any).
您必須在沒有任何扣減的情況下及時繳付本服務的所有收費（包括設備及其他任何本公司依照您的合約提供給您的其他商品與服務）。所有款項必需以港幣繳付，及按照您的帳單所列明的方法付款（如有）。
- 6.2 You will be liable for all Charges for the Service provided to you, whether or not used by you or another person with or without your knowledge or consent and irrespective of whether the use of the Service was successful.
不論是否由您或他人（在您是否知情或允許的情況下）去使用本服務，亦不論使用本服務是否成功，您將有責任清繳所有因向您提供本服務所招致的費用。
- 6.3 We may, at any time, require you to provide a deposit or prepayment to us. The amount of such deposit and prepayment will be determined by us. We will return to you the deposit, less any outstanding Charges you owe us, without interest within a reasonable time upon termination of your Contract. Prepayment will be used to offset the Charges payable by you for the Service and will not be refunded to you if your Contract is terminated before expiry of the Commitment Period.
本公司或會隨時要求您向本公司提供一項按金或預繳費用，而該按金或預繳費用之金額將會由本公司決定。在您的合約終止後的一段合理時間內，本公司會在無利息的情況下扣除您拖欠本公司之未清繳之收費後，始會把按金退 回予您。有關預繳費用將被用作抵銷您就本服務需要繳交的收費。倘若您的合約於承諾期未屆滿時已被終止，有關預繳費用將不會退還給您。
- 6.4 Bills for the Service will be sent to your email address provided. To ensure you can continue to receive your bills, it is your responsibility to:
本服務之帳單將會被送達到您提供的電郵地址。為了確保您可繼續收到您的帳單，您有責任：
- (a) notify us promptly if your email address is changed;
如您的電郵地址被更改，立刻通知本公司；
 - (b) check your junk email folder to see if your bill has been delivered there instead of your email inbox; and
檢查您的垃圾郵件夾，查看您的帳單是否已被送到垃圾郵件夾而非收件夾中；及
 - (c) contact us if you do not receive your bill.
如您未有收到您的帳單，聯繫本公司。
- 6.5 If you do not pay any amount due under your Contract on time, we may charge you interest (calculated on a daily basis) at the rate of two per cent (2%) per month on the outstanding Charges until payment of the Charges are made in full.
倘若您未有及時繳付您的合約下所需要繳付之任何金額，本公司或會就拖欠的費用向您收取每月百分之二 (2%) 之利息（按日計算），直至費用完全清繳為止。
- 6.6 We will generally not suspend or end the Service or your Contract for non-payment of your bill until at least 15 days after your payment was due. If however you have failed to pay on time a recent bill or have failed to pay a bill on many occasions, we may end the Service earlier than 15 days. If you request for Service re-activation after our suspension of the Service as a result of your breach of provision(s) of your Contract, you will be liable to pay a Reconnection Charge for our re-activation of the Service.
如您未有支付您的帳單，本公司一般不會暫停或終止本服務或您的合約，直至款項已逾期至少 15 天以上。如您未有及時支付一份最近的帳單，或曾多次未能支付帳單，本公司或會提早於 15 天前終止本服務。如您因違反您的合約之條款而被本公司暫停本服務之後要求重啟本服務，您需要負責繳付本公司重啟本服務之重新接駁費。
- 6.7 If you do not pay your bill, we may ask 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 your Contract. This will not be more than the reasonable costs and expenses we have to pay the agency, who will add the amount to your debt on our behalf (this will depend on the amount you owe us).
倘若您未有繳付您的帳單，本公司可委託討債中介人代本公司追討有關款項。倘若本公司作出此行動，您將須向本公司支付

因違反您的合約而招致的額外費用。此額外費用將不會高於本公司需要支付予該中介人的合理成本與費用，而該中介人在向您追討的債項中，將會代本公司加入此額外費用（視乎您欠本公司之金額）。

7. Ending or Suspending the Service **終止或暫停本服務**

7.1 If you want to terminate your Contract after signing your Application but before provisioning of Service, we may require you to pay an Application Cancellation Charge.

如您在簽署您的申請書後，但尚未獲得本服務前欲終止您的合約，本公司或會要求您支付一項取消申請費。

7.2 We may without notice limit, cancel, terminate or suspend the provision of Service to you at any time:

當以下情況發生時，本公司可在無需給予您通知的情況下隨時向您限制、取消、終止或暫停提供本服務：

(a) in the event of an emergency or in order to provide resources to emergency and other essential services;
如遇上緊急情況，或需就緊急救援及其他必須的服務提供資源時；

(b) if the supply or use of the Service is or is to become unlawful; and/or
如供應或使用本服務會或將會變成違法；及/或

(c) if in our reasonable opinion the provision of Service is liable to cause death or personal injury or damage to property.
如本公司以合理的角度，認為提供本服務會導致人身死亡或傷害或對財產造成損壞。

7.3 We may limit, cancel, terminate or suspend the provision of Service at any time by notice to you:

當以下情況發生時，本公司可給予您通知下隨時限制、取消、終止或暫停提供本服務：

(a) if you do not pay any amounts due for the Service;
如您未有就本服務繳付任何到期的金額；

(b) if the use of the Service exceeds the fair usage level set by us from time to time or is inconsistent with the Fair Usage Policy and our Instructions;
如本服務之使用已超出由本公司不時釐定之公平使用量，或與本公司釐定的公平使用政策及指示不符；

(c) if there are technical difficulties or it is not feasible to provide the Service;
如有技術上的問題，或提供本服務已是不可行；

(d) if a third party supplier ceases to provide those things which are necessary for us to provide the Service to you;
如第三方供應商停止供應向您提供本服務所需的物品；

(e) if you or any other person use(s) the Service in contravention of your Contract or for any illegal, unlawful or improper purpose, or you act in a way, which in our reasonable opinion, causes a nuisance or harassment to us or other customers;
如您或任何其他人士使用本服務而違反您的合約，或為了任何非法、不合法或不恰當之目的，或本公司以合理的角度，認為您的行徑會對本公司或其他客戶帶來妨害或困擾；

(f) if we reasonably believe it is necessary to suspend the Service to:
如本公司合理地相信本服務需要暫停以：

(i) comply with an order, instruction, determination, statement, direction or similar pronouncement of a government or regulatory authority;
遵從由政府或監管機構所頒布的命令、指示、裁定、聲明、指引或類似的宣告；

(ii) carry out scheduled maintenance, repair or upgrading of the Service, or any equipment, and facility;
執行預定的修理、維修或就本服務、任何設備及設施之升級；

(g) where our provision of the Service has been cancelled, terminated or suspended under these Terms and Conditions, we may require you to pay a Reconnection Charge when the Service is re-connected.
如根據本條款及條件，本公司提供的服務已被取消、終止或暫停，當服務重新連接時，本公司可能會要求您支付重新接駁費。

(h) if your Contract is terminated before the expiry of the Commitment Period, you must pay the Early Termination Charge or the monthly service fee for the remaining months of the Commitment Period, whichever is higher, to us immediately.
如您的合約於承諾期屆滿前已被終止，您必需即時向本公司繳付提早終止費或承諾期內餘下的月份的每月服務費（以較高者為準）。

(i) notwithstanding any provision of your Contract, if you are receiving benefits under any promotion, whether relating to the Service, under your Contract or otherwise, we may deduct or cancel (at our discretion) the benefits or deduct the value of the benefits (as determined by us) from any of your accounts or seek reimbursement for the benefit from you.

即使您的合約內另有規定，如您正在您的合約或其他方式下享受任何是否與本服務有關的推廣優惠，本公司可從您的任何帳戶扣減或取消（由本公司自行決定）有關優惠，或扣除有關優惠之價值（由本公司決定的價值），或向您追討有關優惠的費用。

7.4 If your Contract is terminated for whatever reasons, all licences, rights and privileges granted to you shall immediately cease.

如您的合約在任何原因下被終止，所有已授予您之許可、權利及特權將即時停止。

7.5 Upon the expiration or termination of your Contract:

在您就合約屆滿或終止時：

- (a) all the Charges for use of the Service up to and including on the date of termination and all other amounts owing by you to us will become immediately due and payable;
所有因使用本服務而產生的收費（直至並包括終止日當日），以及所有其他您尚欠本公司之金額將會即時到期及須繳付；
- (b) you shall cease to use the Service; and
您將停止使用本服務；及
- (c) you shall return the Equipment which is owned by us in accordance with Clause 3.3 or our instructions, and we are authorised to access the Installation Address at reasonable times for the purpose of collecting and removing the Equipment (where necessary) and/or terminating the Service.
您將交回本公司依照第 3.3 條或本公司的指示所擁有之設備，並且本公司已就收回及搬移設備（如有需要）及/或終止本服務的目的，取得於合理時段內進入安裝地址的授權。

7.6 If you have paid a deposit under your Contract, we will return the deposit to you in accordance with Clause 6.3.

如您依照您的合約已繳付按金，本公司會依照第 6.3 條退還按金予您。

8. Our rights when we provide the Service

本公司在提供本服務時的權利

8.1 Occasionally, we may need to, with or without prior notice to you:

本公司偶爾需要在有或無預先通知您的情況下：

- (a) interrupt or suspend the Service (for example, for maintenance, repair, testing or upgrade of the Equipment). If we do so, we will restore it as quickly as we can and we have no responsibility to pay you any compensation for any loss resulting from such interruption or suspension; or
中斷或暫停本服務（例如：為修理、維修、測試或對設備升級）。如本公司如前述方式行事，則本公司會儘快恢復本服務，並且本公司無責任就該中斷或暫停而招致的任何損失向您作出任何賠償；或
- (b) make minor changes to certain technical specifications.
對某些技術規格作出輕微變更。

8.2 We may cancel, suspend, restrict the Service or end your Contract for the Service by giving you as much notice as we can if:

本公司可儘早通知您，以取消、暫停、限制本服務，或終止您的合約，倘若：

- (a) the law requires us to do so;
法例要求本公司這樣做；
- (b) there is an emergency that affects our ability to provide the Service; or
緊急事件而影響了本公司提供本服務之能力；或
- (c) you become liquidated or bankrupt or appear likely to be.
您已或似乎很大機會被清盤或破產。

9. Liability 法律責任

9.1 Unless we have been grossly negligent, committed fraud or wilful default, we will not be liable to you for any losses you suffer or costs you incur because:

除非本公司極為疏忽，或作出欺詐或故意失責的行為，否則本公司將不會就您因以下情況所蒙受的任何損失或招致的任何費用而負上法律責任：

- (a) you are unable to use the Service and/or Equipment for any reason or there is a delay in its use;
您因任何原因無法使用本服務及/或設備，或使用本服務或設備時有延誤

- (b) any device, hardware or software or service you use in connection with the Service is damaged or corrupted or fails to work;
任何裝置、電腦硬件或軟件或您使用與本服務有聯繫之服務遭受損壞或損毀或失靈；
- (c) the Service does not work as you expect, does not meet your requirements or contains errors or defects or we fail to correct these; or
本服務之運作未能合乎您的期望、未能符合您之要求，或含有誤差或缺點或本公司未能更正這些誤差或缺點；或
- (d) there is a reduced level or failure to provide any service caused by any third party service providers including electricity provider.
任何第三方服務供應商，包括電力供應商，降低了水平或無法提供任何服務。

9.2 Under no circumstances will we be liable for any indirect or consequential losses, even if advised of the possibility of such losses.

無論在任何情況下本公司將不會對任何間接或相應而生的損失負上法律責任，即使本公司已被通知有招致該損失之可能。

9.3 We will use due care and skill in providing the Service to you. However, given the nature of Smart Charge's charging service (including services and product that we do not own or control), we cannot promise that the Service will be continuous or fault free.

本公司會以應有的謹慎和技術為您提供本服務。然而，鑑於本公司充電服務的性質（包括非由本公司擁有或控制之商品及服務），本公司無法承諾本服務將會持續或完全無故障。

9.4 To the extent permissible by law, we limit our liability up to your Contract Value (even if we have been negligent) for all our liabilities under your Contract for the Service, the Equipment and/or any other goods and services we supplied or provided.

在法律所容許之程度下，本公司就您的合約有關本服務、設備及/或任何其他本公司供應或提供的產品及服務的所 有法律責任之上限限制為您的合約的價值（即使本公司有疏忽）。

10. Matters beyond our reasonable control

非本公司所能合理控制之事宜

Sometimes, we may not be able to do what we have agreed because of a Force Majeure Event. In these cases, we do not accept responsibility for the delay or otherwise not providing you with the Service in accordance with your Contract. Either you or we may end your Contract immediately if such event lasts for a continuous period of 30 days. Unless otherwise agreed by you and us, all costs and expenses in relation to the termination of the Service shall be borne by you and us in equal share.

本公司有時候或會因不可抗力之事件而未能履行本公司已同意履行之事宜。在此情況下，本公司不會就延誤或其他 因未能按您的合約提供本服務而負上責任。如前述情況發生持續 30 天，您或本公司可立刻終止您的合約。除非您 與本公司另有協議，所有與終止本服務有關之費用及開支將會由您與本公司平均分擔。

11. Privacy

私隱權

11.1 Where applicable, we collect, process, disclose, retain or use your Personal Data in accordance with our Privacy Statement (available at Smart Charge's website).

在適用情況下，本公司會依照本公司之隱私政策聲明（載於本公司網站）收集、處理、披露、保留或使用您的個人資料。

11.2 If we request Personal Data from you, you may refuse to provide the Personal Data. However, we may decline to provide the Service to you.

如本公司要求您的個人資料，您可拒絕提供有關個人資料。然而，本公司可拒絕向您提供本服務。

11.3 You will, as soon as possible, tell us of any change of address or any other particulars provided to us which may affect our provision of Service to you.

您將儘快通知本公司任何有關您的地址，或其他您已提供給本公司而有可能影響本公司向您提供本服務的詳情的變更。

12. Information provisioning

資料之提供

You will provide us with the information relating to you or your use of the Service we reasonably require:

在本公司合理的要求下，您會向本公司提供與您或您使用本服務有關的資料：

- (a) to help us in complying with the applicable law and to report to any Government Agency regarding such compliance; and

以協助本公司遵守有關適用法律，以及就該法律的遵守向任何政府機關匯報；及

- (b) to assess whether or not you have complied, are complying and will be able to continue to comply with all obligations under your Contract.
以查核您是否已遵從、或正在遵從及將能繼續遵從您的合約內所有的義務。

13. Changing the terms **更改本條款**

- 13.1 Sometimes, we will need to unilaterally change the Charges or the terms and conditions of a Service covered by the Contract. We will notify you of the changes by publishing details of all changes or the latest version of the revised Charges or terms and conditions online at Smart Charge website or any other website as specified by us, or by such other means as designated by us (e.g. by post, email, SMS and/or bill insert).
在某些情況下，本公司可能需要單方面更改合約涵蓋的服務的費用或條款和條件。本公司將以在本公司的網頁或本公司指定的任何其他網站上發布所有變動的詳情或修訂後的費用或條款和條件的最新版本，或以本公司指定的其他方式（例如：郵寄、電郵、短訊及/或賬單插頁）通知您。
- 13.2 If such change will result in an increase in the Charges or have a substantial and adverse impact on the Service you subscribed, we will give you not less than 30 days' prior notice prior to the change in accordance with Clause 14.5.
如果該等變更將導致收費增加或對您訂購的本服務造成重大且不利影響，本公司將根據第 14.5 條，在變更生效前至少提前 30 天通知您。
- 13.3 If we (a) increase (i) the monthly Charge or the service Charge for the Service during the Commitment Period; or (ii) any other Charge for the Service as set out in the Contract; or (b) change the terms and conditions of a Service which will have a substantial and adverse impact on the Service you subscribed, you will not have to pay the Early Termination Charge if you decide to terminate that Service early. However, once we have told you about such a change, you must let us know that you want to terminate that Service at least 15 days prior to such change coming into effect.
若本公司 (a) 在承諾期間內增加 (i) 本服務的每月費用或服務費用；或 (ii) 合約中明列的服務的任何其他費用；或 (b) 更改可能對您訂購的本服務造成重大且不利影響的條款和條件，若您選擇提前終止本服務，將無需支付提早期終止費。然而，一旦本公司告知您此類變更，您必須在該變更生效前至少 15 天告知本公司您希望終止本服務。

14. Other things you need to know **其他您需要知悉之事項**

- 14.1 No other person who is not a party to your Contract has any right under your Contracts (Rights of Third Parties) Ordinance (Chapter 623, the Laws of Hong Kong) to enforce any terms and conditions and/or benefit of your Contract.
任何人士如非您的合約之一方，均不能在您的合約下擁有任何《合約（第三者權利）條例》（香港法例第 623 章）項下之權利，以強制執行任何條款及條件及/或獲取任何您的合約之利益。
- 14.2 You agree not to transfer or assign your Contract (or any part thereof) to any party, or to try to do so without our prior written consent. Any attempt by you to do so shall be void.
您同意不會轉讓或編配您的合約（或您的合約之任何部分）予任何一方，或在未獲得本公司事先書面同意前企圖轉讓或編配您的合約（或您的合約之任何部分）。您任何前述的企圖將會被視為無效。
- 14.3 We may transfer our rights and obligations under your Contract (or any part thereof) to any person or entity without your consent. We can also use any of our Affiliates (if any), an agent or subcontractor to perform our responsibilities.
本公司無需得到您的同意，可轉讓本公司於您的合約（或當中任何部分）之下之權利和義務予任何人士或機構。本公司亦可使用本公司的任何聯營公司（如有）、代理或分包商來履行本公司的責任。
- 14.4 When we need to contact you or give notice to you, we will use your billing address, correspondence address, email address and/or facsimile, mobile or fixed phone number that you provide us for contacting you. If you need to contact us, please use the address on your last bill or any other postal address, email address or phone number we have given to you for that purpose.
當本公司需要聯繫您或給予您通知時，本公司會使用您向本公司提供的帳單地址、通訊地址、電郵地址及/或傳真、手機或固網號碼來聯繫您。如您需要聯繫本公司，請您使用列於最新一期帳單的地址，或任何其他本公司為此目的而給予您之郵遞地址、電郵地址或電話號碼。
- 14.5 Written notice or communication may be sent by us to you by hand, post, facsimile, email, SMS, bill insert, web notice and/or in such other manner as we may designate. The notice or communication sent by us shall be treated as received by you (a) three (3) days after posting, if sent by letter; (b) at the time of delivery, if delivered in person; (c) immediately upon faxing if sent by fax and the transmission report indicates that the fax transmission was successful; or (d) immediately upon sending the email, if sent by email, unless there is manifest evidence of delayed delivery or non-delivery.
本公司會以人手、郵遞、傳真、電郵、短訊、隨帳單通知，網頁通知及/或以本公司指定之其他方式來發送書面通知或通訊給您。除有延誤送遞或無法送遞之明顯證明，您將會被視為已於下列時間收到本公司發出的通知或通訊：(a) 如以信函發出，則在信函寄出後三 (3) 天；(b) 如以人手送遞，則在送遞時；(c) 如以傳真方式發送及有關傳遞報告指示該傳真已傳遞成功，則在發送傳真時；或 (d) 如以電郵發送，則緊接在發出該電郵之後。

- 14.6 A waiver of breach of any specific provision of your Contract shall not constitute a waiver of breach of other terms or a waiver of any prior or subsequent breach of the same term. Under no circumstance will there be any waiver from us unless such waiver is explicitly communicated in any official channel.
違反任何您的合約內之特定條文的豁免，並不會構成違反其他條款之豁免，或任何之前或之後違反同一條款的豁免。除非豁免是由本公司於任何正式渠道明顯地表達出來，否則本公司決不作出任何豁免。
- 14.7 In the event of any discrepancy between the English version and any Chinese version, the English version shall prevail.
如英文版本與任何中文版本有任何不符，則以英文版本為準。
- 14.8 Each of the provisions of these Terms and Conditions is severable and distinct from the others, and if one or more of such provisions is or becomes invalid, illegal or unenforceable, such invalid, illegal or unenforceable provisions shall be deleted from these Terms and Conditions and no longer incorporated herein, but, the other provisions shall continue to be effective and binding on you and us.
此條款及條件內之每條條文為可分割及與其他條文不同，及如一條或多於一條條文會或變為無效、非法或不能強制執行，則此無效、非法或不能強制執行之條文將由本條款及條件內被刪除，惟其他條文仍會繼續有效及對您與本公司依然具有法律約束力。
- 14.9 Your Contract shall be governed by the laws of Hong Kong and any disputes arising out of or related to your Contract or the Service will be resolved in private in accordance with Hong Kong law through mediation and/or arbitration held within Hong Kong.
您的合約將受香港法律所管轄，並且任何由您的合約或本服務所引起或有關的爭議，將會根據香港法例透過在香港進行調解及/或仲裁之非公開的形式解決。
- 15. Special meanings**
特殊涵義
- 15.1 **“Affiliates”** means, in relation to an entity, any other entity which directly or indirectly controls, is controlled by, or is under common control with, such entity.
「**附屬公司**」，與一個機構有關，是指任何其他直接或間接地控制該機構的機構、或由該機構所控制或受其共同控制的機構。
- 15.2 **“Applicable Law”** in relation to any person, action or thing means:
「**適用的法律**」，與任何人士、行動或事物有關，是指：
- (a) any law, rule or regulation of Hong Kong or any country (or political subdivision of the country) which is applicable to a party;
香港或任何國家（或該國家的政治分權）之任何法律、規則或規例；
 - (b) any obligation under any licence held by us in Hong Kong or any country (or political subdivision of the country); or
本公司於香港或任何國家（或該國家的政治分權）所持有的任何許可下之任何責任；或
 - (c) any lawful determination, decision, direction, guideline, statement or code of practice in Hong Kong or any country (or political subdivision of the country) which is applicable to a party.
香港或任何適用於一方之國家（或該國家的政治分權）之任何法定的裁定、決定、指示、指引、聲明或執業守則。
- 15.3 **“Application”** means the application form or any other paper or electronic application mechanism (including any Supplemental Agreement) in our prescribed form in respect of the Service provided by us to you.
「**申請書**」是指申請表格，或任何其他就本公司向您提供之本服務而由本公司所訂明格式的文件或電子申請機制（包括任何補充協議）。
- 15.4 **“Application Cancellation Charge”** means the cancellation and administration charges for the Service as we may specify from time to time; under normal circumstances, such charge shall not exceed HK\$5,000.
「**取消申請費**」是指本公司可不時指明，就本服務所收取的取消及行政費用。該費用於一般情況下不會超過港幣 5,000 元。
- 15.5 **“Charges”** means the charges and fees payable by you to us in respect of the provision of the Service provided by us and as specified by us in your Contract.
「**收費**」是指在您的合約所指明，您就本公司提供本服務所須繳付予本公司之費用及收費。
- 15.6 **“Claim”** means any claim or cause of action in respect of the Contract, including but not limited to, in contract (including a breach of warranty), in tort (including misrepresentation or negligence) or under statute.
「**申索**」指與合約有關的任何申索或訴因，包括但不限於根據合約（包括違反保證）、侵權（包括虛假陳述或疏忽）或根據成文法。
- 15.7 **“Commitment Period”** means the commitment period / fixed term under your Contract (if any) as specified by us in your Application, which period shall commence on the date of our completion of installation of the Service at the Installation Address.

「承諾期」是指您的申請書內本公司所指明的在您的合約下之有關承諾期 / 固定期限（如有），該期限會從本公司於安裝地址完成安裝本服務之日起開始。

- 15.8 **“Consequential Loss”** means any consequential, indirect, special, punitive, economic, incidental or collateral Loss (including, the loss of profits, goodwill, bargain or opportunities; or the loss or corruption of data; or the loss of anticipated savings or business, whether caused by negligence or otherwise and whether arising out of or relating to or in connection with the Contract, the Service, or any failure to supply or delay in supplying the Service).
「相應損失」指任何相應、間接的、特殊的、懲罰性的、經濟的、附帶的或連隨的損失（包括溢利、商譽、議價或商機的損失；數據丟失或損壞；未能獲得預計節省或業務，而無論是否由於疏忽或其他原因造成，是否因或就合約、服務或任何未能或延遲提供服務而導致）。
- 15.9 **“Contract”** means the contract for Smart Charge’s Subscription Plan made between you and us in respect of the Service provided by us to you, as specified in Clause 1 (including any subsequent amendments and/or supplementals).
「合約」是指第 1 條所指明的，就本公司向您提供本服務您與本公司之間之合約。
- 15.10 **“Contract Value”** means in relation to (a) the Service with a Commitment Period, the total Charges for the Commitment Period payable by you to us under your Contract; or (b) the Service without a Commitment Period, the total Charges paid by you to us for the period from the date of your Contract to the date immediately preceding any incident giving rise to your claim.
「合約價值」是指與 (a) 就有承諾期的本服務而言，您在您的合約下就承諾期所須繳付予本公司之總收費；或 (b) 就未有承諾期的本服務而言，您在您的合約下由您的合約的日期截至導致您提出索賠事件的當日之前一天之總收費。
- 15.11 **“Designated Vehicle(s)”** means your vehicle(s) with the designated registered licence plate number(s) so set out in your Application (such registered licence plate number(s) is/are subject to change in accordance with Clause 3.2), available for charging under your Contract.
「指定車輛」是指在您的申請書中已指定登記車牌號碼的您的車輛，該車輛可以在您的合約範疇下進行充電（該登記車牌號碼可根據第 3.2 條進行變更）。
- 15.12 **“Early Termination Charge”** means the early termination charge for the Service provided by us as specified in your Application, if any.
「提早終止費」是指在您的申請書中所指明的提早終止本公司所提供的本服務之收費（如有）。
- 15.13 **“Equipment”** means the hardware, equipment, system and/or device (if any) provided by us to make available the Service to you.
「設備」是指由本公司就向您提供本服務之硬件、設備、系統及/或裝置（如有）。
- 15.14 **“Fair Usage Policy”** means our “Fair Usage Policy” in respect of the Service, covering your Contract, the Application and the description of the Service (including the service plan), the Charges (available at Smart Charge’s website), and where applicable, as may be amended by us from time to time.
「公平使用政策」是指本公司就本服務訂定的「公平使用政策」，該政策涵蓋您的合約、申請書，以及服務的描述（包括服務計劃）、收費（詳情可在本公司的網站上查閱），並且在適用的情況下，本公司可能會不時對其進行修改。
- 15.15 **“Force Majeure Event”** means anything outside our reasonable control, including, without limitation, technical infeasibility or limitation, industrial disputes of any kind, war declared or undeclared, act of terrorism, blockade, disturbance, a natural disaster (such as lightning, earthquake, storm, flood, explosion or meteor), law or any power lawfully exercised by a Government Agency, any change in any applicable law, rule or regulation of Hong Kong to the Service or your use of the Service, inability or delay in granting governmental or other approvals, consents, permits, licenses or authorities, or electricity shortage, outage or degradation or third party supplier unable to supply the necessary equipment which we cannot reasonably control.
「不可抗力事件」是指任何超出本公司可合理控制的事宜，包括但不限於，技術上的不可行或限制、任何形式之勞資糾紛、已宣布或未宣布之戰爭、恐怖活動、封鎖、騷亂、自然災害（例如閃電、地震、風暴、洪水、爆炸或殞石襲擊）、由政府機關依法行使之法律或任何權力、任何就本服務或您使用本服務所適用之香港法律、法規或規則之任何改變、政府或其他批准、允許、許可、執照或授權的無能力或延誤發放，或電力短缺、中斷或下降，或第三方供應商無法提供所需的設備（而本公司無法合理地控制）。
- 15.16 **“Government Agency”** means any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world.
「政府機關」是指設立於世界任何地方之任何政府或政府的、半官方的、行政的、財政的或司法機關、部門、委員會、權力機關、審裁處、代理處或機構。
- 15.17 **“Hong Kong”** means the Hong Kong Special Administrative Region of the People’s Republic of China.
「香港」是指中華人民共和國香港特別行政區。
- 15.18 **“Installation Address”** means the car parking space or premises where the Equipment for the provision of the Service is installed and/or used, as specified in your Application, as well as any other premises which the Service as may be used from time to time, as agreed by us.
「安裝地址」指的是在您的申請書中明確指出的，用於安裝和/或使用本服務設備的停車位或建築物，以及經本公司同意，可能偶爾用於使用本服務的其他建築物。

- 15.19 **“Instructions”** means instructions and notifications given by us to you or users of the Equipment from time to time for the operations of the Equipment and/or other devices provided by us as part of the Service.
「指示」是指本公司就設備及/或其他本公司所提供之裝置（本服務之一部份）的運作，不時給予您或設備使用者之指示及通知。
- 15.20 **“Intellectual Property Rights”** means all patents, copyrights, design rights, tradenames, trademarks (whether or not registered), database rights, service marks and any pending applications relating to the foregoing, trade secrets, know-how which are recognised as intellectual property rights in the eye of laws, and all other intellectual property rights, third party's rights and proprietary rights which may exist in any part of the world.
「知識產權」是指所有專利、版權、設計權、商標名、商標（不論是否已註冊）、資料庫權、服務商標及任何與前述有關而正待審批的申請、商業秘密、在法律層面上被認為知識產權之專有技術、及所有其他可於世界上任何地方存在之知識產權、第三方的權利，以及所有權。
- 15.21 **“Loss”** includes loss (including, loss of revenue), damage, cost, expense, fine, Claim, demand, liability and charge.
「損失」指包括損失（包括收入損失）、損害、成本、費用、罰款、申索、需求、負債及收費。
- 15.22 **“Month-To-Month Fee”** means the month-to-month service fee for the Service payable in respect of the Service provided by us on a monthly basis (i.e. without a Commitment Period), as set out in Smart Charge's website from time to time.
「按月收費」是指就本公司提供之本服務所需繳付之按月服務收費（即無承諾期），該費用會不定期在本公司的網站上公布。
- 15.23 **“Personal Data”** has the same meaning given to it in the Personal Data (Privacy) Ordinance (Chapter 486, the Laws of Hong Kong).
「個人資料」與《個人資料（私隱）條例》（香港法例第 486 章）中所給予的涵義相同。
- 15.24 **“Reconnection Charge”** means the reconnection charge for the Service provided by us as specified in your Application, if any.
「重新接駁費」是指申請書內註明有關本公司提供的本服務之重新接駁收費（如有）。
- 15.25 **“Relocation Charge”** means the relocation charge for the Service provided by us as specified in your Application, if any.
「搬遷費」是指申請書內指明有關本公司提供的本服務之搬遷收費（如有）。
- 15.26 **“Service”** means the Smart Charge services in relation to electric and other vehicle charging purpose as specified in your Application for Smart Charge's Subscription Plan, which may include, the installation of Equipment and provision of charging services for Designated Vehicles and/or devices.
「本服務」指的是在您的申請書中明確提到的，與電動車和其他車輛充電相關的 Smart Charge 服務，可能包括設備的安裝以及為指定車輛和/或裝置提供的充電服務。
- 15.27 **“Subscription Plan”** is the Smart Charge's service plan subscribed by customers under the Contract.
「月費計劃」指的是本服務的客戶在合約下可以申請的 Smart Charge 服務計劃。
- 15.28 **“Supplemental Agreement”** means any other terms and conditions agreed by you in the course of our provision of the Service to you.
「補充協議」是指在本公司提供本服務予您的過程中，您同意之任何其他條款及條件。
- 15.29 **“Terms and Conditions”** means these Terms and Conditions of Smart Charge's Subscription Plan, as may be revised and/or supplemented from time to time.
「條款及條件」是指 Smart Charge 月費計劃的條款及條件，可能會不時進行修訂和/或補充。
- 15.30 **“We”** or **“Smart Charge”** means Smart Charge (HK) Limited, the service provider of the Service, including and **“us”** and **“our”** shall be construed accordingly.
「本公司」是指 Smart Charge (HK) Limited，本服務之服務提供者，包括「本公司」與「本公司的」將據此解釋。
- 15.31 **You** means the customer who purchases or subscribes to the Service, and **“your”** shall be construed accordingly.
「您」是指購買或認購本服務的客戶，而「您的」將據此解釋。