

**Terms and Conditions of Smart Charge's Buy & Own Plan**  
**Smart Charge 的自置電動車充電器計劃之條款及條件**

**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; and (ii) our Privacy Statement (both available at Smart Charge's website: [www.smartcharge.com.hk](http://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 (i) 本條款及條件的現行版本；及 (ii) 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](http://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. Effective date**  
**合約生效**

- 2.1 Your Contract for the Service becomes effective at the time you signed the Application, unless we determine otherwise.  
除非本公司另行決定，否則您就本服務的合約在您簽署申請書後便生效。

**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) 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。
- (c) 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.  
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。
- (d) provide us with reasonable assistance to enable us to supply or maintain the Service.  
提供合理的協助以讓本公司提供充電或維持本服務。
- (e) ensure to use all Equipment and all devices we provided in a proper manner and in accordance with the instructions and any Applicable Law.  
確保以適當的方式和根據指示以及合適的法律使用本公司提供的所有設備和所有裝置。
- 3.2 If we are of the opinion that certain renovation or other works (e.g. relating to external or internal decoration) will be required within the Installation Address and/or the car parking or other spaces of which the Installation Address forms part in order for us to complete the Service under the Contract, we shall advise you of the particulars of such works required in advance and it shall be your responsibility to promptly and effectively arrange for the completion of such works in accordance with the specifications advised by us, at your sole costs and expenses, in order to enable us to carry out and complete the Service.  
若為完成本合約下的服務，本公司認為在安裝地址或其相關的車位或其他空間需要進行特定的裝修或其他類型的工作（例如，與內部或外部裝修有關），本公司將提前將相關工作細節通知您。您有責任按照本公司的指示，及時且有效地進行這些工作，所有的相關費用將由您負擔，以便本公司能夠順利進行並完成服務。
- 3.3 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。
- 3.4 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。
- 3.5 Unless it is specified in your Contract, you are not entitled to choose the Equipment we may use to provide the Service to you. Unless otherwise provided in your Contract, those Equipment provided under your Contract shall be non-exchangeable. All or some of those Equipment will be subject to warranty for a certain warranty period, in accordance with the terms and conditions of the Contract.  
除非您的合約中有特別規定，否則您無權選擇本公司可能用來為您提供服務的設備。除非您的合約另有規定，否則在您的合約下提供的這些設備將不能替換。所有或部分這些設備將享有一定保修期的保修服務，具體根據合約的條款和條件。
- 3.6 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. You may also be required to enter into a new Smart Charge contract with us, in replacement of your existing Contract for the Service relocation.  
您可能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。您可能還需要就服務遷移與本公司簽訂新的 Smart Charge 合約，以取代您現有的合約。
- 4.4 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。
- 4.5 The actual charging performance of any charger under the Service will depend on many factors, including but not limited to the model of the vehicle / device and its factory settings, the state and condition of the vehicle's / device's battery and the car park's available power capacity.  
本服務中任何電動車充電器的實際充電性能取決於諸多因素，包括電動車型號及其出廠設置、電動車 / 設備電池的狀態和狀況以及停車場的可用電量。

#### **5. Warranty**

##### **保養**

- 5.1 If any part of the Equipment which we provide under the Contract is subject to a warranty period (as set out in the Application) ("**Warranty Period**"), we shall guarantee the proper functions of those Equipment (including the replacement of selected faulty equipment) for the Warranty Period ("**Warranty**"), unless you subscribes to a customised warranty service, subject to the following provisions:  
如果本公司在合約中提供的設備部份享有保養期（如申請書所述）（「**保養期**」），則本公司將保證該等設備在保養期內的正常運作（包括更換選定的故障設備）（「**保養**」），除非您訂購了自訂的保養服務，該服務受以下條款限制：
- (a) Under normal circumstances the Warranty Period will usually commence from the date of completion of installation of the Equipment. But if the completion date of installation of the Equipment is for any reason delayed (which reason is not due to our fault), we reserve the right to reduce the Warranty Period and/or cancel the Warranty accordingly;  
在正常情況下，保養期通常從設備安裝完成的日期開始。但是，如果設備的安裝完成日期因任何原因延遲（而該原因並不是由於本公司引致），則本公司保留權利縮短保養期或取消保養；

- (b) The Equipment covered under the Warranty may include EV chargers provided by us, but shall not include any EV charging cables (whether the existing cable provided by you or cables provided by us);  
受保養範圍的設備可能包含本公司所提供的電動車充電器，但不包括任何電動車充電線（不論是您已有的充電線或是由本公司所提供的充電線）；
- (c) The Equipment must have been used in a fit and proper manner, and the Equipment have not been damaged by any misuse, negligence, abnormal power supply, or as a result of any Force Majeure Event, and have not been subject to any unauthorised alteration, modification or repair;  
設備必須在適當且妥善的情況下使用，且設備沒有因任何誤用、疏忽、不正常的電力供應，或任何不可抗力事件而受損，也未曾經歷任何未經授權的改動、修改或維修；
- (d) The Warranty of the Equipment during the Warranty Period does not include any electrical work external to the Equipment, nor the provision of consumables and software programmes;  
保養期內的設備保養不包括任何電動車充電器的外在機電工程，也不包括提供的消耗品及軟件程式；
- (e) Unless otherwise advised by us, we shall only be liable to replacing any faulty Equipment being provided by us within the Warranty Period. We, our Affiliates and any of our / their respective employees, representatives, agents and subcontractors shall not in any way be responsible for or liable to, directly or indirectly, any losses or damages which you or any persons or parties may incur or suffer as a result of the use of any of the Equipment, unless the same was caused by the gross negligence or willful default of us, our Affiliates and any of our / their respective employees, representatives, agents and subcontractors;  
除非本公司另行指示，否則本公司只對在保養期內本公司所提供的出現故障的設備進行更換。除非因為本公司、本公司的聯營公司以及本公司/他們各自的員工、代表、代理商和分包商的重大疏忽或故意違規所導致，否則本公司、本公司的聯營公司以及本公司/他們各自的員工、代表、代理商和分包商概不對您或任何人或第三方因使用任何設備而可能產生或遭受的任何損失或損害負責；
- (f) If the Equipment is no longer supported by the relevant manufacturer or is discontinued, we may replace the faulty Equipment with any brand or model at our sole discretion and shall not be liable for not replacing the faulty Equipment with the original brand or model;  
若設備不再得到相關製造商的支援或已停產，本公司可全權決定以任何品牌或型號替換故障設備，且無須因無法以原廠品牌或型號替換故障設備而承擔責任；
- (g) You will be charged for an onsite service fee (at our prevailing rate) for every onsite maintenance visit after the Warranty Period, e.g. if two onsite maintenance visits were provided for the dismantle service and the installation service for one Equipment, you will be charged for the onsite service fee twice;  
保養期結束後，每次上門維修服務都將按照本公司當時的價格向您收取上門服務費。例如，若本公司為一個設備進行兩次上門維修，包括拆卸和重新安裝，則您將需支付兩次上門服務費；
- (h) Extended or additional Warranty of selected Equipment may only be purchased (on top of the original Warranty which those Equipment is subject to) at the time of your signing of the Application, and such extended and/or additional Warranty of selected Equipment may not be amended upon purchase;  
您只有在簽署申請書時，才能購買指定設備的延長或額外保養，這些都是基於該設備原有保養的規定。請注意，一旦購買，這些指定設備的延長和/或額外保養將無法進行修改；
- (i) If the Equipment is covered by third party company warranty, it is the responsibility of you to send any faulty Equipment to the related third party company for repair. We, our Affiliates and any of our / their respective employees, representatives, agents and subcontractors shall not in any way be responsible for or liable to any delay or loss or otherwise in connection with any repairs by the Equipment manufacturer. We shall not provide on-loan unit to you during repair period;  
如果設備受到第三方公司的保養，將由您負責將故障的設備送至相應的第三方公司進行修理。對於設備製造商的任何修理相關的延遲、損失或其他問題，本公司、本公司的聯營公司、本公司/他們的員工、代表、代理和分包商不承擔任何責任。在設備維修期間，本公司不會提供借用服務；
- (j) You shall and shall procure that all relevant parties (e.g. the operator of the car park of which the Installation Address forms part) will fully cooperate with us and our employees, representatives, agents and subcontractors to enable prompt replacement of the relevant Equipment or prompt maintenance of the Equipment or the relevant services be made;  
您有責任且應確保所有相關方（例如，設備安裝地址所在的停車場運營商）能與本公司及本公司的員工、代表、代理和分包商充分合作，以確保能及時替換或維護相關設備和服務；
- (k) We reserve the right to withhold any maintenance services for the Equipment until full payment of any maintenance charges payable is received; and  
本公司保留在收取全額維修費用之前，暫停提供任何設備維修服務的權利；且
- (l) In case of any disputes, our determination shall be final, binding and conclusive.  
如有任何爭議，本公司的決定將是最終且具有約束力。
- 5.2 Upon the expiry of the Warranty Period, you may be able to obtain extended warranty on the Services from us at extra fees, but any such extended warranty shall not include the costs of replacing any Equipment.



保養期結束後，您有可能需支付額外費用以從本公司獲取本服務的延長保養，但請注意，此類延長保養不包含替換任何設備的成本。

## **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 Contract.  
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 you are unable to allow us to complete the Service.  
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，始會把按金退還予您。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 or payment notice for the Service will be sent to your email address provided. To ensure you can continue to receive your bills or payment notice, 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 or payment notice 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 or payment notice.  
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 or payment notice until at least 15 days after your payment was due. If however you have failed to pay on time a recent bill or payment notice or have failed to pay a bill or payment notice 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 or payment notice, 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 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；
  - (c) 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；
  - (d) 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；
  - (e) 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；
  - (f) 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，如果您正在享受任何是否與本服務相關的促銷優惠，無論是在您的合約或其他方式下，本公司可以從您的任何帳戶扣減或取消（由本公司酌情決定）有關優惠，或扣除有關優惠的價值（該價值由本公司決定），或向您追討有關優惠的價值。
- 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 If the Contract is terminated before completion of installation of the Equipment for whatever reason:  
若因任何理由在設備安裝完成前合約被終止：
- (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 promptly return the Equipment to us in a clean and working condition in accordance with 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.

您需要依照本公司的指示，迅速且確保設備清潔與正常運作的狀態下歸還給本公司。另外，本公司將在合理的時間內有權利進入安裝地址，以便於需要時收取並移除設備，以及/或終止服務。

- 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. 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, 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。惟因鑒於電動車充電服務之性質（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沒有故障。

- 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事件而未能履行本公司已同意履行的事宜。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《私隱聲明》（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**

The latest version of these Terms and Conditions can be found on Smart Charge's website. We reserve the right to unilaterally change any provisions of these Terms and Conditions from time to time, with or without notifying you. Any changes to these Terms and Conditions shall take effect at the time of posting on our website, unless we specified otherwise.

本條款及條件之最新版本請見本公司的網頁。本公司保留單方面不時更改本條款及條件之任何條文，而給予或無需給予您任何通知之權利。除非本公司另有說明，任何就本條款及條件之變更將會在上載於本公司的網頁時生效。

**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 **“Buy & Own Plan”** is the Smart Charge’s service plan so purchased by customers under the Contract.  
「自置電動車充電器計劃」是指其中一項供客戶購買的服務計劃。
- 15.6 **“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。
- 15.7 **“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」是指與合約有關的任何申索或訴因，包括但不限於根據合約（包括違反保養）、侵權（包括虛假陳述或疏忽）或根據成文法。
- 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」是指任何相應、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 Buy & Own Plan made between you and us in respect of the Service provided by us to you, as specified in Clause 1.  
「合約」是指第 1 條所指明的，就本公司向您提供本公司的「自置電動車充電器計劃」您與本公司之間之合約。
- 15.10 **“Contract Value”** means in relation to the total Charges paid by you to us under your Contract to the date immediately preceding any incident giving rise to your claim.  
「合約價值」是指在您的合約中，直至導致您提出索賠的事件發生前一天，您已經支付給我們的總費用。
- 15.11 **“Equipment”** means any hardware, equipment, system and/or device (if any) provided by us to you under the Contract.  
「設備」是指由本公司就本合約向您提供之硬件、設備、系統及/或裝置（如有）。
- 15.12 **“EV”** means electric vehicle.  
「電動車」是指已獲香港特區政府發出有效牌照或車輛證明文件之電動車輛。
- 15.13 **“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、爆炸或隕石襲擊）、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）。
- 15.14 **“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。

- 15.15 **“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。
- 15.16 **“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」是指您的申請書內指明之安裝及/或使用提供本服務的設備的停車位或樓宇，以及任何其他經本公司同意可使用本服務的樓宇。
- 15.17 **“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 or otherwise.  
「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。
- 15.18 **“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。
- 15.19 **“Loss”** includes loss (including, loss of revenue), damage, cost, expense, fine, Claim, demand, liability and charge.  
「損失」是指包括損失（包括收入損失）、損害、成本、費用、罰款、申索、需求、負債及收費。
- 15.20 **“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。
- 15.21 **“Service”** means the services to be provided by us under the Buy & Own Plan, which may include, without limitation, the installation of Equipment and the services provided under the Warranty.  
「本服務」是指本公司在「自置電動車充電器計劃」下所提供的服務，可能包括但不限於設備的安裝以及就保養提供的服務。
- 15.22 **“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。
- 15.23 **“Terms and Conditions”** means these Terms and Conditions of Smart Charge's Buy & Own Plan, as may be revised and/or supplemented from time to time.  
「條款及條件」是指本公司的「自置電動車充電器計劃」服務之條款及條件，本公司將不時對其作出修訂及/或補充。
- 15.24 **“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」或「Smart Charge」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。
- 15.25 **“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。