# HKT POS Subscription Offer - Terms and Conditions HKT POS 訂閱優惠 — 條款及細則

### Promotion Period 優惠期

1. The HKT POS mobile application solution ("**HKT POS**") subscription offer ("**Offer**") shall be effective from 17 July 2024 to 30 June 2025, inclusive of both dates ("**Promotion Period**").

HKT POS 流動應用程式方案(「**HKT POS**」)訂閱優惠(「**優惠**」)優惠期由 2024 年 7 月 17 日起至 2025 年 6 月 30 日(包括首尾兩日)(「**優惠期**」)。

### Eligibility for the Offer 優惠資格

- 2. A merchant which is eligible for the Offer ("Eligible Merchant") shall be any merchant which:
  - (A) Is either (i) an existing customer of HKT Merchant Services during the Promotion Period ("Existing Merchant") or (ii) a new customer which applies for any service(s) of HKT Merchant Services for the first time during the Promotion Period ("New Merchant"); and
  - (B) has applied for HKT POS during the Promotion Period (the application of which shall be approved by Hong Kong Telecommunications (HKT) Limited ("HKT"), and thus such merchant shall become a subscriber of HKT POS),

subject to the terms and conditions herein.

符合優惠資格的商戶(「合資格商戶」)應為以下商戶:

- (A) 無論是 (i) HKT Merchant Services 的現有客戶(「**現有商戶**」)或 (ii) 於優惠期間首次申請任何 HKT 商戶服務的新客戶(「**新商戶**」)(統稱「**合資格商戶**」);及
- (B) 在優惠期間內申請 HKT POS(申請需獲得 Hong Kong Telecommunications (HKT) Limited (「HKT」)批准,使該商戶成為 HKT POS 的訂閱者),

受此條款及細則所約束。

## Offer Details 優惠詳情

3. Pursuant to the Offer, an Eligible Merchant can enjoy the following HKT POS Special Monthly Fee in respect of its subscription of HKT POS during the initial contract period (being 24 months), subject to meeting the relevant Subscription Condition below, and other terms and conditions set out below:

根據此優惠,合資格商戶在初始合約期(為期24個月)內,訂閱 HKT POS後可享受以下 HKT POS特別優惠月費,同時需符合下述相關訂閱條件以及下列條款及細則:

Offer 優惠	Subscription Conditions with HKT 與 HKT 之訂閱條件	HKT POS Special Monthly Fee HKT POS 特別優惠 月費	Original Monthly Fee 原價月費
(1)	a. Subscription of HKT POS without Visa and Mastercard® as payment methods; and 訂閱不支援 Visa 及 Mastercard® 收款方式之 HKT POS;及	HK\$0 港幣\$0	HK\$108 港幣\$108

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	b.	Subscription of HKT Smart POS		
		solution (" <b>HKT Smart POS</b> ")		
		simultaneously		
		須同時訂閱 HKT 智能 POS 方案		
		(「HKT 智能 POS」)		
(2)	a.	Subscription of HKT POS with at least	HK\$38	HK\$108
		Visa and Mastercard® as payment	港幣\$38	港幣\$108
		methods; and		
		訂閱 HKT POS 時需至少具備 Visa 及		
		Mastercard <sup>®</sup> 作為收款方式;及		
	b.	Subscription of HKT Smart POS		
		simultaneously		
		須同時訂閱 HKT 智能 POS		
(3)	a.	Subscription of HKT POS with at least	HK\$68	HK\$108
		Visa and Mastercard® as payment	港幣\$68	港幣\$108
		methods		
		訂閱 HKT POS 時需至少具備 Visa 及		
		Mastercard <sup>®</sup> 作為收款方式		

4. For the avoidance of doubt, it is not mandatory for Eligible Merchants to subscribe to HKT Smart POS in order to enjoy Offer (3) (see details of such Offer above).

為避免疑議,合資格商戶並非必須訂閱 HKT 智能 POS 以享受優惠(3)(請參閱上述優惠詳情)。

### Commitment Period 承諾期

5. To enjoy the relevant Offer, the minimum commitment period in respect of the Eligible Merchant's subscription of HKT POS shall be 24 months (the "Minimum Commitment Period"). If an Eligible Merchant terminates its subscription to HKT POS before the expiry of the Minimum Commitment Period, HKT will charge you early termination charges-(which are the sum of the original monthly fees for the remaining months of the Minimum Commitment Period) and/or other applicable charges in accordance with the relevant application form(s).

為享受相關優惠,合資格商戶在其訂閱 HKT POS 的最短承諾期應為 24 個月(「最短承諾期」)。 如果合資格商戶在最短承諾期屆滿前終止其對 HKT POS 的訂閱,HKT 將按照相關申請表格所訂收取 提前終止費用(即剩餘最短承諾期的原價月費之總和)以及/或其他適用的費用。

6. The commitment period for the subscription to HKT Smart POS (in circumstances where the Eligible Merchants are currently subscribers of HKT Smart POS) is distinct from the commitment period or the Minimum Commitment Period associated with the subscription to HKT POS. The termination or continuation of the commitment period for HKT Smart POS will not affect the commitment period or the Minimum Commitment Period for HKT POS, and vice versa.

訂閱 HKT 智能 POS 的承諾期(在合資格商戶同時為 HKT 智能 POS 的訂閱者的情況下),與訂閱 HKT POS 的承諾期或最短承諾期是互相獨立的。終止或延續 HKT 智能 POS 的承諾期,並不會影響到 HKT POS 的承諾期或最短承諾期,反之亦然。

#### Other Terms and Conditions 其他條款及細則

- 7. The Offer is provided by HKT. The Offer and any applications for HKT Merchant Services are subject to the terms and conditions of the relevant application form(s).
  - 優惠由 HKT 提供。優惠及任何申請受相關申請表格的條款及細則約束。
- 8. HKT reserves its sole discretion to approve or decline any applications for HKT Merchant Services and is not obligated to provide reason for its decision.
  - HKT 可行使酌情權接納或拒絕任何 HKT Merchant Services 申請,而無須就其決定給予任何理由。
- 9. HKT reserves the right to amend, extend, and/or terminate this Offer, and/or revise all or part of the terms and conditions at any time without prior notice. All interpretation of these terms and conditions and decisions made by HKT shall be final and binding. In the event of any dispute, the decision of HKT shall be final and conclusive.
  - HKT 保留權利修訂、延長及/或終止此優惠,及/或隨時修改全部或部分條款及細則,恕不另行通知。HKT 對於此條款及細則的一切解釋及所做的決定均為最終決定並具有約束力。如有任何爭議, 須以 HKT 的最終決定為準。
- 10. The Offer cannot be transferred, exchanged, refunded or returned, or redeemed for cash, or other products or services. HKT is not responsible for the suitability, quality and performance of the Offer. Eligible Merchants shall agree that HKT shall not be held liable for any compensation for any delays, problems and/or defects in connection with the Offer. Eligible Merchants understand and agree that HKT shall not be held liable if the Eligible Merchants cannot utilise or enjoy the Offer for any reason or suffer from any personal injury or damage to property or losses arising from or in connection with the Offer. 此優惠不得轉讓、換貨、退款、退貨,或兌換成現金、其他產品或服務。HKT 對於優惠的適用性、品質和性能不承擔責任。合資格商戶應同意 HKT 對於優惠相關的延遲、問題及/或缺陷不負任何賠償責任。合資格商戶明白並同意,若由於任何原因,合資格商戶無法使用或享受優惠,或遭受個人受傷、財物損壞或因優惠而產生損失,HKT 將不承擔責任。
- 11. If the Eligible Merchant violates any terms and conditions set out herein or is suspected of cheating, providing false information (including but not limited to fraudulent, invalid or false information) or employing illegal or improper methods to obtain the Offer, HKT has the right to cancel the Eligible Merchant's entitlement to the Offer without prior notice and reserves the right to claim loss in connection therewith.

  如果会資权商戶違反大條對及細則由的任何內容,或納懷疑作數、提供度假資訊(每括何不限於對
  - 如果合資格商戶違反本條款及細則中的任何內容,或被懷疑作弊、提供虛假資訊(包括但不限於詐騙、無效或虛假資訊),或使用非法或不當手段獲取優惠,HKT有權在不事先通知的情況下取消合資格商戶的優惠資格,並保留追訴相關損失的權利。
- 12. For details of HKT Merchant Services or the Offer, please contact Merchant Hotline at (852) 2888 3388 (Office hours: Everyday. 9AM to 12AM).
  - 有關 HKT 商戶服務或此優惠的詳情,歡迎致電 HKT 商戶熱線: (852) 2888 3388 (辦公時間:每日早上9時至晚上12時)。
- 13. In case of any discrepancy between the Chinese and English versions of these terms and conditions, the English version shall prevail.
  - 如本條款及細則的中文與英文版本之間有任何歧義,概以英文版本為準。