

## *Terms and Conditions of DCH Care App*

### 1. Changes to the terms of use of service of the DCH Care App

- i. Dah Chong Hong (Motor Service Centre) Ltd. **and Premium Motors Ltd.** reserve the right to change any terms and conditions of this app without prior notice. Please check the current version of terms of use frequently.
- ii. Dah Chong Hong (Motor Service Centre) Ltd. **and Premium Motors Ltd.** reserve the right to expand or cut back the service of the app or to change its functions at any time. This is due in particular to the fast development of the internet requiring Dah Chong Hong (Motor Service Centre) Ltd. **and Premium Motors Ltd.** to adapt the technical aspects and contents of app from time to time.
- iii. Since the DCH Care App is a free-of-charge service for all users, we do not have commitment to registered users, in the case of any objection against the changed terms and conditions, the user is not permitted to use the DCH Care App continuously.
- iv. Dah Chong Hong (Motor Service Centre) Ltd. **and Premium Motors Ltd.** reserve the right to suspend or discontinue the DCH Care App without further notice and without liability or obligation to the users.

### 2. Non-permitted use

All the copyright, names and trademarks is reserved. When using the app, particularly in terms of comments and evaluations, the copyright, names and trademarks as well as other rights of Dah Chong Hong (Motor Service Centre) Ltd. , **Premium Motors Ltd.** and third parties (especially privacy rights) must be observed. The user is prohibited to use the app in a manner which is not in keeping with these terms of use or legal regulations. The user must refrain from any misuse of the app. The user is not permitted to use the app or a part of it within other private or commercial websites or to make commercial use of the app.

### 3. Notice of possible infringements of rights and non-permitted content

- i. Dah Chong Hong (Motor Service Centre) Ltd. **and Premium Motors Ltd.** respect the rights of third parties and applicable law. The user of this app is required to do the same.

- ii. If the user or a person affected by an entry by a user considers that the app content infringes upon their rights, these terms and conditions or applicable law, Dah Chong Hong (Motor Service Centre) Ltd. and Premium Motors Ltd. request an immediate notification of this to us by the contact method which can be found in the app.

Dah Chong Hong (Motor Service Centre) Ltd. and Premium Motors Ltd. request the following information in this regard:

- Identification data of the person under suspicion of illegal improper or unauthorized use of the app; a description / mention of the relevant content and where it can be found on the apps.
- If entries by users come under suspicion of an infringement of copyright, intellectual copyright, privacy or trademark rights by, the following information is required: a description of the alleged violation of rights, where the illegal content can be found on the app, an explanation and any evidence of the user's own status as the holder of rights, as well as the complete and correct name, address and contact details of the complainant.

- iii. Once a notification is received, Dah Chong Hong (Motor Service Centre) Ltd. and Premium Motors Ltd. reserve the right to block the entry concerned immediately in accordance with this terms and conditions and to exclude the user from further use of the app. This does not affect further-reaching rights of Dah Chong Hong (Motor Service Centre) Ltd. and Premium Motors Ltd., in particular with regard to the introduction of civil and penal measures.
4. Dah Chong Hong (Motor Service Centre) Ltd. and Premium Motors Ltd. Roadside Assistance Services;  
Transfer of geodata; message reception; transfer of information

Roadside Assistance Service

Using our Roadside Assistance Service involves user's vehicle ID with geodata. This ID and geodata transmission results in transmission of user's current location and mobile telephone number as well as the vehicle identification number and user's name to Dah Chong Hong (Motor Service Centre) Ltd. and Premium Motors Ltd. via data message. Our Roadside Assistance Service provided in the app is generally free, however extra telecommunications costs may accrue, for example the airtimes cost of telecommunication service provider of user, calls from abroad. Any such costs must be borne by user. Use of the app with location transmission requires an internet connection. Arranging this is user's responsibility.

Dah Chong Hong (Motor Service Centre) Ltd. and Premium Motors Ltd. accepts no responsibility or liability for any disclosure of user's data due to errors during this data transmission and / or unauthorized access by third parties.

#### Transmission of geodata

Use of different services (e.g. Roadside Assistance Service) within the app requires geodata transfer. Transfer of geodata only occurs after consent has been granted. This service can be deactivated using the geodata transmission setting.

#### Receiving messages

This app in some areas offer the option of receiving information using push notification (push technology or server push is the name given to a type of communication where data is transmitted even though the received app is on in the background), for example, for recall campaigns, service reminders or promotion offers. This information will only be sent if these terms of use have been accepted. User can deactivate this service again by using the notifications setting.

#### Transfer of information

If the vehicle is resold, the app would not transfer information from previous user to the new user or vice versa.

## 5. Service and exclusion of warranty

Dah Chong Hong (Motor Service Centre) Ltd. **and Premium Motors Ltd.** endeavors to provide an app with flawless operation. However, Dah Chong Hong (Motor Service Centre) Ltd. **and Premium Motors Ltd.** make no representation or warranties regarding the accuracy or completeness of an content in the app, and also cannot guarantee fault-free operation of the app all times and shall not assume any responsibility or obligation in connection therewith.

## 6. Liability of Dah Chong Hong (Motor Service Centre) Ltd. **and Premium Motors Ltd.**

Dah Chong Hong (Motor Service Centre) Ltd. **and Premium Motors Ltd.** are liable for intent and gross negligence in accordance with product liability legislation and for warranties expressly granted by Dah Chong Hong (Motor Service Centre) Ltd. **and Premium Motors Ltd.**. In the case of slight negligence, Dah Chong Hong (Motor Service Centre) Ltd. **and Premium Motors Ltd.** are only liable in the event of a breach of a material obligation, whereby the amount of compensation is limited to typically foreseeable direct damages (including loss of profit) is excluded. The same applies for contribution uploaded or otherwise added by the user, provided this content

- i. Violate the rights of third parties and that Dah Chong Hong (Motor Service Centre) Ltd. **and Premium Motors Ltd.** have no awareness of this and in the case of compensation claims, there is no knowledge of facts or conditions which result in the violation of the rights of third parties, or
- ii. Dah Chong Hong (Motor Service Centre) Ltd. **and Premium Motors Ltd.** instantly took measures to remove illegal content or blocking access to it, as soon as Dah Chong Hong (Motor Service Centre) Ltd. **and Premium Motors Ltd.** were made aware of the illegal content.

If the user generates any content such as adding notes or comments via the app, Dah Chong Hong (Motor Service Centre) Ltd. **and Premium Motors Ltd.** shall assume no obligation or responsibility therefore and shall also reserve the right to seek an indemnity for any loss and damage caused by the generation of those content.

## 7. Confidentiality: data protection

Dah Chong Hong (Motor Service Centre) Ltd. and Premium Motors Ltd. collect, processes and uses personal data of the app's users only within the valid applicable data protection laws: For further information on Personal Data and Privacy Statement of Dah Chong Hong (Motor Service Centre) Ltd. and Premium Motors Ltd., see <https://www.dchmsc.com.hk/pdps.php> for Dah Chong Hong (Motor Service Centre) Ltd. and [https://portal.audipml.com.hk/privacy\\_policy](https://portal.audipml.com.hk/privacy_policy) for Premium Motors Ltd. as well as in paragraph 4 of these terms of use.

## 8. Final provisions, applicable law, court of jurisdiction

- i. Hong Kong law shall apply to the use of the app as well as to these terms of use, with the exception of its conflict of laws provisions.
- ii. Any legal disputes arising from this contract shall be referred to the court of competent jurisdiction for the registered office of Dah Chong Hong (Motor Service Centre) Ltd and Premium Motors Ltd..

## 9. Terms and conditions for Appointment Booking Service

- I. Please use the license number and phone number registered in Dah Chong Hong Motor Service Centre and Premium Motors Ltd. for appointment service.
- II. Only vehicle owner or person who has been authorized by the owner for conducting the vehicle repair and maintenance service is allowed to use this system.
- III. An acknowledgement email or SMS will be sent to the email address/ Hong Kong mobile number provided once the system processed the appointment. Please contact customer service officer for assistant at 2216 8138 for Dah Chong Hong Motor Service Centre / 2262 1300 (Audi Centre Kowloon) / 2553 8862 (Audi Centre Hong Kong) or login to the system for appointment status checking if no confirmation was received in 1 hour.
- IV. If user would like to amend the appointment details, please cancel the original appointment and register again.

- V. Please make appointment at least 72 hours in advance.
- VI. This appointment booking service is not applicable to the government examination service, user should go to our designated centres for the service.
- VII. Please bring along with the vehicle registration document for service.
- VIII. The actual vehicle collection time will depend on the service center's capacity and service type(s) selected. It normally takes 1-2 working days, but will be longer if any additional repair items involved. Our service consultant will advise the exact time for collection.
- IX. Dah Chong Hong (Motor Service Centre) Ltd. **and Premium Motors Ltd.** have the right to amend the appointment without prior notice.
- X. This online appointment booking system is only a platform for vehicle owner to make appointment for repair and/ or maintenance service. Company's record on all the successful appointment records shall prevail. It is user's own liability to verify with the company for any uncertain appointment. Dah Chong Hong (Motor Service Centre) Ltd **and Premium Motors Ltd.** are not liable to any personal and/ or company tangible or intangible lost and/ or liability, including but not limited to time cost which arose by system error.
- XI. In case of any disputes, Dah Chong Hong (Motor Service Centre) Ltd. **and Premium Motors Ltd.** reserve the rights for final decision.

“DCH Care” 手機應用程式之使用條款及細則

1. 更改大昌行汽車服務中心**及合迪汽車有限公司**“DCH Care” 手機應用程式的使用條款
  - i. 大昌貿易行汽車服務中心有限公司**及合迪汽車有限公司**保留更改本應用程式中的任何條款及細則而不作另行通知。請經常查看使用條款的最新版本。

- ii. 大昌貿易行汽車服務中心有限公司及合迪汽車有限公司保留擴展或縮減本手機應用程式的服務，或隨時更改其功能的權利。大昌貿易行汽車服務中心有限公司及合迪汽車有限公司需要因應互聯網之急速發展而於技術層面及應用程式的內容作出相對的更新。
- iii. 由於“DCH Care”是免費的應用程式，大昌貿易行汽車服務中心有限公司及合迪汽車有限公司對於已註冊之用戶沒有任何使用保證，對於已註冊之用戶或對已更新的條款及細則有所異議，用戶或會被終止繼續使用本手機應用程式。
- iv. 大昌貿易行汽車服務中心有限公司及合迪汽車有限公司有權隨時暫停或終止“DCH Care”應用程式而不需作任何通知，且不需承擔任何責任。

## 2. 未經許可之使用

大昌貿易行汽車服務中心有限公司及合迪汽車有限公司擁有本手機應用程式之名稱及商標之版權。當使用本手機應用程式時，特別是於發表意見及評價時，所有大昌貿易行汽車服務中心有限公司、合迪汽車有限公司及第三者（尤其是隱私權）之版權、名稱和商標均必須受到監察。若用戶之使用方式並不符合使用條款及法律規定，將會被禁止使用。用戶必須避免對本應用程式有任何不適當之使用。任何用戶均不可將本應用程式或其任何一部分使用於任何私人或商業網站，或作任何商業用途。

## 3. 有機會違反規例或未經許可內容之通告

- i. 大昌貿易行汽車服務中心有限公司及合迪汽車有限公司尊重第三者的權利及適用之法律。這個應用程式的用戶亦需同樣尊重。
- ii. 若有用戶或個人被其他用戶於本應用程式內所發表之項目侵犯了權利、條款及細則、或適用之法律，請即透過本應用程式所提供之聯絡方法通知大昌貿易行汽車服務中心有限公司及合迪汽車有限公司。

大昌貿易行汽車服務中心有限公司及合迪汽車有限公司要求在下列方面提供資料：

- 有人在非法、不當或未經授權使用本應用程式的鑑定數據；對於涉

及相關內容的描述，以及在手機應用程式內找到的位置。

- 若用戶所輸入之信息被懷疑侵犯版權或知識產權、隱私權或商標權時，用戶需要提供以下相關信息：在應用程式中找到涉嫌侵犯版權或非法內容的位置，用戶必須提供擁有該權利之解釋及證據，以及原告人的完整之名稱、地址及聯繫方式。

iii. 按照本條款及細則，大昌貿易行汽車服務中心有限公司及合迪汽車有限公司於一旦接到通知時，保留有關即時刪除該項輸入之信息，並停止該用戶繼續使用本手機程式之權利。這並不影響大昌貿易行汽車服務中心有限公司及合迪汽車有限公司保留追究，特別有關於民事和刑事法之權利。

4. 大昌貿易行汽車服務中心有限公司及合迪汽車有限公司路上救援服務；  
定位服務數據傳輸；訊息接收；資訊傳遞

#### 路上救援服務

用戶使用路上救援服務會涉及使用用戶車輛之識別碼及其定位服務。而車輛識別碼及定位服務之傳輸將會將用戶之現有位置、手提電話號碼、車輛識別碼及用戶之名稱透過數據訊息傳送到大昌貿易行汽車服務中心有限公司及合迪汽車有限公司。此手機應用程式內之路上救援服務是免費的，但於使用時會涉及額外的通訊費用，例如用戶的電訊服務供應商之通話時間，海外通話時間等，而此等費用必須由用戶承擔。而使用本手機程式時的位置信息傳遞需要互聯網連接，用戶需自行安排。

大昌貿易行汽車服務中心有限公司及合迪汽車有限公司於任何因數據傳遞錯誤而導致的數據披露，及/或未經授權的數據登入不負任何的責任。

#### 定位服務數據傳輸

使用應用程式中的不同服務（如路上救援服務）需涉及定位服務之數據傳輸。定位服務之數據傳輸只能於用戶之授權下使用。此服務可以透過手機內之定位服務設定來停用。

#### 訊息接收

此手機應用程式在某些功能上提供推播通知的選項（推播通知是即使所應用



之程式是在後台但仍然會發送通信)，例如車輛質量改良運動，服務提示或推廣信息等。此等信息只能在得到授權後才會被推播。用戶可以透過手機內之推播通知設定停用此項服務。

## 資訊傳遞

如果車輛轉售，本應用程式將不會將前用戶的信息轉送到新用戶，或反之亦然。

## 5. 服務及豁免服務保證

大昌貿易行汽車服務中心有限公司及合迪汽車有限公司致力提供一個操作無誤的手機應用程式。不過，大昌貿易行汽車服務中心有限公司及合迪汽車有限公司對於本應用程式的內容準確性、完整性不設任何之保證，並且亦不能保證應用程式於任何時候亦能操作流暢，以及不承擔任何相關之責任。

## 6. 大昌貿易行汽車服務中心有限公司及合迪汽車有限公司之責任

大昌貿易行汽車服務中心有限公司及合迪汽車有限公司根據產品責任法及於大昌貿易行汽車服務中心有限公司及合迪汽車有限公司明確表示之保證，對於故意及重大疏忽須承擔責任。倘若在輕微疏忽的情況下，大昌貿易行汽車服務中心有限公司及合迪汽車有限公司只會承擔違反重要之責任，即賠償額不包括可預見的直接損失（包括利潤損失）。此等同樣應用於用戶上載之內容屬：

- i. 大昌貿易行汽車服務中心有限公司及合迪汽車有限公司在並不知道之情況下，或是基於沒有事實及情況的認知而導致侵犯第三者的權利所產生之索償，或
- ii. 當大昌貿易行汽車服務中心有限公司及合迪汽車有限公司得悉內容違反法例時，已立即採取相應之措施，移除違法內容或禁止到訪相關的內容。

如果用戶透過應用程式添加註釋或評論於任何內容上，大昌貿易行汽車服

務中心有限公司及合迪汽車有限公司不承擔任何義務或責任。因此，亦保留因此等所造成的任何損失和損害而尋求賠償的權利。

## 7. 個人資料保護之保密性

大昌貿易行汽車服務中心有限公司及合迪汽車有限公司只會在私穩條例許可下收集、處理及使用於本應用程式用戶之個人資料：

有關大昌貿易行汽車服務中心有限公司及合迪汽車有限公司的個人資料及私隱聲明的詳情，請登入 <http://www.dchmsc.com.hk/pdps.php?lang=2> (大昌貿易行汽車服務中心有限公司) 或 [https://portal.audipml.com.hk/privacy\\_policy](https://portal.audipml.com.hk/privacy_policy) (合迪汽車有限公司)，以及在使用條款及細則的第 4 項細讀。

## 8. 最終條款，適用之法律，管轄法院

- i. 除非本使用條款及細則與香港之法例相抵觸，否則本手機應用程式必須在符合香港法例情況下使用。
- ii. 從本合同而產生的任何法律糾紛，應向大昌貿易行汽車服務中心有限公司及合迪汽車有限公司的註冊辦事處有管轄權的法院申請

## 9. 預約服務之條款及細則

- i. 用戶於使用預約服務時，請填寫在本公司所登記之車牌號碼及電話碼號，以便系統確認。
- ii. 使用預約服務必須為車主本人或已獲車主授權為車輛進行保養或維修服務之人士。
- iii. 當完成所有網上預約程序後，系統將會以電郵或短訊發出確認通知致閣下所遞交的電郵地址或香港流動電話號碼。如於 1 小時內仍未收到確認通知，請致電 2216 8138(大昌貿易行汽車服務中心) 或 2262 1300(九龍奧迪中心) / 2553 8862(香港奧迪中心) 與客戶服務主任聯絡，或自行登入系統查閱預約狀態。
- iv. 如要更改已完成之預約，請先取消已完成之預約，然後重新登記。
- v. 預約需於預約日期前最少 72 小時進行。

- vi. 政府驗車服務恕不接受網上預約，請到指定之中心享用服務。
- vii. 於享用服務時，請攜同車輛所屬之登記文件〔牌簿〕。
- viii. 一般車輛的檢查需時約一至兩個工作天，確實的交車日期要視乎服務中心的工作量及所選擇的維修服務類別而定。若車輛需要進行額外維修項目，可能要花更長的時間，維修顧問將會回覆實際所需時間。
- ix. 大昌貿易行汽車服務中心有限公司及合迪汽車有限公司有權為任何網上預約作出更改而無需預先通知。
- x. 網上預約系統只供車主作網上平台預約維修或/ 及保養服務之用，所有成功預約之服務均以公司之電腦系統及記錄為準。車主如不確定是否成功預約，有責任至電本公司查核。大昌貿易行汽車服務中心有限公司及合迪汽車有限公司不會就系統之錯誤承擔任何個人或/ 及公司的有形或無形之損失或/ 及責任賠償，包括但不限於時間之損失。
- xi. 如有任何問題或爭議，大昌貿易行汽車服務中心有限公司及合迪汽車有限公司保留最後決定權。