

Special Terms and Conditions of HKBN Wi-Fi Service:

1. The Subscriber can connect to the Service via any devices supporting the Service including laptops, tablet PCs, mobile phones or other Wi-Fi enabled electronic devices under the coverage of wireless broadband Internet hotspots (hereinafter referred to as the "hotspots", details please visit hkbnes.net/en/hkbn-wi-fi) by means of (i) login name and password; or (ii) the registered network card number (MAC address). HKBNES reserves the right to alter, delay, terminate or cancel the operation and / or the provision of the Service (in part or in whole). HKBNES shall endeavour to provide notification on the aforementioned change to the Subscriber within 30 days before the aforementioned alteration, delay, termination or cancellation takes effect or notify the Subscriber under appropriate circumstances.
2. HKBNES has the right to revise or enhance the Service, and the Subscriber of the Service must adopt the configuration, equipment or software designated by HKBNES from time to time to support the Service.
3. The Subscriber understands and agrees on the following terms: (i) the operation / provision of the Service is dependent upon the equipment, settings and/or ways of use designated by HKBNES from time to time, and is only applicable to laptops, tablet PCs, mobile phones or other electronic devices installed with suitable hardware and software; (ii) the Subscriber must use the Service at HKBNES's broadband internet hotspots, and HKBNES has the right to revise and announce the relevant hotspots anytime through Third Party (in accordance with the definition hereafter). The Service is not applicable at overseas; and (iii) the Subscriber shall be responsible for keeping the login ID, password and the registered network card number confidential so as to make sure these information would not be revealed or disclosed to any third party. HKBNES shall not be responsible for any such disclosure or disclaims all liabilities to pay any compensation to the Subscriber therefor.
4. The Subscriber understands and agrees that HKBNES is providing the Service through a third party service provider ("the Third Party"). The operation and use of the Service is dependent on the network coverage and connection provided by the Third Party. HKBNES shall make no warranty on the quality or the network of the Service. In case the Service is being affected by circumstances which are beyond the reasonable control or cannot be reasonably foreseen by HKBNES, or by any services provided by the Third Party and cause HKBNES to decide that the Service can no longer be provided to the Subscriber, HKBNES shall be entitled to terminate the Service immediately without any liability. The Subscriber understands and agrees that the contents, the form and the provision of the Service are subject to the agreement between HKBNES and the Third Party.
5. The Subscriber is not allowed to lease, lend or transfer the Service to any third party.
6. All the copyright, trademark and other intellectual property rights in relation to the service or the software and programmes used in the service belong to HKBNES and/or are licensed to HKBNES for use by the third party. The Subscriber is prohibited from altering, amending, copying and/or dismantling the service and/or the software and programmes through which the service is provided.
7. The Subscriber understands and agrees that HKBNES shall not be liable for any loss or damage (whether direct or indirect) arising out of the use of the service, and he/she shall waive any claim against HKBNES for any such loss or damage.
8. The Subscriber understands and agrees that the service may fail, be interrupted, delayed or suspended due to power failure or any other circumstances beyond HKBNES's control. HKBNES shall accept no liability for the loss and damage (whether direct or indirect). However, HKBNES shall endeavour to resume the Service as soon as practicable. HKBNES does not warrant or guarantee the quality, reliability and availability of the Service and accepts no liability whatsoever in relation thereto.
9. The Subscriber understands and agrees that the transmission speed of the service may affect the connection speed due to the impact of environmental factors. Those environmental factors include the capabilities and configurations of the laptops, tablet PCs, mobile phones or other Wi-Fi enabled electronic devices and its capabilities, settings and connection speed of the servers that host web pages or files, the traffic condition of internet, delay in network and other factors etc.