

TERMS AND CONDITIONS - USE OF BIRDIE MOBILE APP

This Birdiemobile app (hereafter: "Mobile App" or "App") or Birdie website (hereafter: "Website" or "Site") are provided to you by Birdie Mobile Limited (hereafter: "Birdie", "we", or "us"). These Terms and Conditions (hereafter: "Terms") apply to all customers, including persons who access this Mobile App or Website (hereafter: "Customers" or "you"). Please read these Terms carefully before you access or use this Mobile App or Website.

1. Agreement

- 1.1 By using this Mobile App or Website, you acknowledge that you have read and understood the Terms set out below and agreed to be bound by these Terms, our Privacy Policy, all applicable laws and regulations and responsible for compliance with any applicable local laws. If you do not agree unconditionally with any of these Terms, you have no right to use this Mobile App or Website. By the use of the service, you agree with all the Terms. The materials contained in this Mobile App or Website are protected by applicable copyright and trade mark law.
- 1.2 We may periodically amend these Terms. As you are bound by these Terms, please review our Mobile app or Website periodically.

2. Personal Information Collection Statement

- 2.1 Customers must ensure that the personal information provided to us is update, complete and accurate in all respects.
- 2.2 In compliance with the requirements of the Personal Data (Privacy) Ordinance, we will comply with the obligations and requirements of the Ordinance, proper handling and management of personal data of the user.

3. Amendment of Terms and Conditions

- 3.1 We reserve the right to amend these Terms at any time without prior notice. In case of disputes, we have the right of the final decision.
- 3.2 We reserve the right to refuse the supply of the products and services. All provision of our products and services must comply with these Terms, and the Customer must read and fully agreed with the Terms before execution of the purchase.
- 3.3 We may at any time carry out necessary maintenance to the Website, Mobile App, and/or our products and services to ensure the quality of service to all customers.

4. Disclaimer

- 4.1 We shall not be responsible for any damages and loss suffered by any party due to errors caused by our telecommunications service provider.
- 4.2 We shall not be responsible for any failure or setting errors to customer's mobile device caused by failure to access the internet services.
- 4.3 We shall not be responsible for short-circuit or fire, casualties and losses to the Customer resulting from any inappropriate, carelessness, use or misplacement of mobile devices by the Customer. We advise customers to pay attention and use the devices with care.
- 4.4 You agree that if SIM Card is lost, stolen, damaged or destroyed or used without your authority, we shall have no obligation to make a refund to you of the credits left on your account.
- 4.5 We may modify or suspend the services, wholly or partially, without notice where such modification or suspension is deemed necessary by us (e.g. for maintenance, upgrading, security, emergency or other valid reasons). All reasonable efforts shall be made to minimise such service disruptions; however, some interruption may be inevitable. We will notify you where and as soon as it is practicable to do so.
- 4.6 We may, from time to time and without notice, change the products and service in order to comply with applicable safety, regulatory or statutory requirements, provided that such changes do not materially affect the nature or scope of the products and service or the charges. We do not represent and warrant that the products themselves nor the operation

- of the services (or related products or services, including those of third parties) will be uninterrupted, timely, secure or error-free or that it will meet your specific requirements.
- 4.7 The quality and availability of the products and services are subject to certain limitations and circumstances beyond our reasonable control including, but not limited to, physical, geographic and atmospheric conditions.

5. Intellectual Property Rights

All software and contents (defined here as any texts, audios, music, images, photos and pictures, or any contents containing the above) of this Mobile App or Website are our intellectual property works and hence are protected by intellectual property rights, copyrights laws, and international conventions. Our Mobile App and Website are for personal use only and not for commercial use. Content of the Website can be used only when our explicit authorisation and/or our third party licensor is obtained. No content of the Website can be published in print or online media, reproduced, sold, or licensed without our consent or authorization. Any unauthorised act may result in civil liabilities or criminal sanctions.

6. Governing Laws

This agreement will be construed in accordance with the laws of Hong Kong and the parties agree to the exclusive jurisdiction of the Hong Kong courts in the event of any dispute.

7. Limit of Liability

- 7.1 We exclude all liability or responsibility for any cost, claim, damage or loss to a customer or any person whether direct or indirect of any kind including loss of revenue, loss of profits or any consequential loss in contract, tort or under any statute or otherwise (including negligence arising out of or in any way related to this Agreement). Save that nothing herein shall limit our liability for death or personal injury arising from our negligence.
- 7.2 We will use our reasonable endeavours to ensure that the contents and products or services in this Website/ Mobile Application are accurate and complete but cannot guarantee that all the descriptions of the contents and products or services are accurate, complete, updated and free of error. We shall not be liable for any errors of information posted in our Mobile App and Website. We shall have the right to, from time to time, modify or correct any errors or omissions in the Website/ Mobile Application or in any product sales materials, quotations, orders or other materials without incurring any liability.
- 7.3 Price of a product and the savings under different promotional offers may vary. We do not guarantee that the price shown in shopping trolleys of this Mobile App or Website the best price that a customer can get for the product.
- 7.4 Any items in product photos but not stated in "In the Package" are for illustration only and must be purchased separately.
- 7.5 Colour and photo of products displayed on our Mobile App and Website are for reference only.
- 7.6 The stock of premiums associated with purchase of a product will be subject to availability and will be given on a first come first served basis
- 7.7 We shall not be held liable for any delay or failure in our performance or any breach of contract which was directly or indirectly caused by any of the following reasons: acts of God, fire, flood, accident, riot, war, terrorist attack, government intervention, trade embargo, strike, labor dispute, equipment failure (including without limitation, Internet access failure) or other factors beyond our reasonable control.
- 7.8 We do not guarantee that the servers of providing support to our Mobile App and Website do not contain viruses or other harmful components. Customers must ensure that they adequately protect themselves and any of their equipment, software, and data by taking appropriate steps such as using up-to-date antivirus and firewall software.

- 7.9 We reserve the right to modify and revise all terms and conditions herein contained from time to time without prior notice.
- 7.10 We reserve the right to withdraw or modify any services from time to time without prior notice. If this Mobile App or Website becomes unavailable for use at any time or a period of time for whatever reasons, we shall under no circumstances be liable.
- 7.11 In case of disputes, our decision shall be final and conclusive.

8. Governing Version

In the event of any discrepancy between the English and Chinese versions of the above terms and conditions, the English version shall prevail.