

《條款及細則》

遨遊 SIM 流動應用程式（以下簡稱「流動應用程式」或「本流動應用程式」）及 www.birdie.com.hk 網站（以下簡稱「網站」或「本網站」），是由 Birdie Mobile Limited（以下簡稱「我們」）提供。本《條款及細則》適用於所有客戶，包括存取本流動應用程式或網站的任何人（以下簡稱「客戶」或「你」）。在瀏覽本流動應用程式或網站之前，請客戶細心閱讀本《條款及細則》。

1. 協議

1.1 通過使用本流動應用程式或網站，表示你確認你已經閱讀並理解下列的《條款及細則》，並同意這些條款及我們的私隱政策 (www.birdie.com.hk/birdiehome/privacy-policy)，包括所有適用法律和法規的約束，並同意你有責任遵守本地任何適用的法律。如果你非無條件同意所有《條款及細則》，你無權使用本流動應用程式或網站，當你使用服務則代表你同意所有《條款及細則》。在本流動應用程式和網站所載的一切資料都受適用的版權和商標法律保護。

1.2 我們或會定期修改此等《條款及細則》。由於你受此等《條款及細則》約束，請定期查閱本流動應用程式或網站。

2. 自由鳥遨遊 SIM 產品及服務

2.1 自由鳥遨遊 SIM（以下簡稱「遨遊 SIM」）只提供香港以外的數據漫遊服務，暫不支援話音及短訊服務。

2.2 除特別指明外，數據日費乃按每日及每一個漫遊國家或地區計算，每日定義為國家(首都)或地區的當地時間 00:00 至 23:59。

2.3 除特別指明外，此卡提供 4G 網絡數據，詳細網絡覆蓋請參考本流動應用程式或網站。

2.4 數據日費只會於使用漫遊數據才扣除，數據日費無需連續使用。

2.5 除特別指明外，如同一日到訪多於一個地區，數據日費會按使用者到訪的地區數目扣除。例外: 同日到訪歐洲不同的地區，只扣除最多兩次日費。

2.6 除特別指明外，當每日每地區漫遊數據用量達到 300MB，上網速度將被調整至不高於 128Kbps，你仍可繼續享用漫遊數據。

2.7 遨遊 SIM 支援網絡共享(Tethering)，但不支援點對點傳輸應用程式 (P2P)、FTP 文件共享及網路錄影監控。

2.8 適用於智能手機、平板電腦、iPad (WiFi 版除外)或隨身 WiFi 裝置(WiFi 蛋)，服務表現及實際漫遊數據傳輸速度會因應多個因素而有所差異，包括但不限於網絡使用量、手機/裝置型號、手機/裝置設定(包括硬體及軟件)、上/下載內容及其他外在因素。

2.9 我們建議客戶關閉手機軟件自動更新功能，而需要高數據流量時則使用

免費 WiFi。

2.10 遨遊 SIM 提供多種格式，包括 Nano，Micro 和 Normal SIM，適用於大部份手機。

2.11 遨遊 SIM 的流動數據漫遊服務可以在與我們有流動數據漫遊協議的電訊商網絡上使用。我們將不時更新網絡的覆蓋及數量，請參閱本流動應用程式或網站。

2.12 我們的產品和服務均以港幣計算。

2.13 目前的收費包括價目表、產品和服務的計劃已在我們的網站及流動應用程式內列出。我們可能不時對收費進行修訂，以本流動應用程式或網站所顯示之資料為準。

2.14 如果我們因為存貨不足或其他原因，而無法向已購買的客戶提供所指定產品和服務，我們會全額退還已收到的產品／服務費給客戶，但不會承擔任何其他責任。

2.15 客戶需要按照我們的指示進行登記／購買程序，並得到我們（或我們指定代理人）的接受。在訂單確認後，及支付所需的全數費用，購買過程便完成。

2.16 《自由鳥免費 2 日外遊數據》

3. 有關數據日費有效期及加購數據日費

3.1 客戶須於註明的有效期內使用數據日費，逾期將會失效。遨遊 SIM 卡亦會失效。

3.2 客戶可加購數據日費到指定遨遊 SIM，詳情請瀏覽本流動應用程式或網站。

3.3 除特別指明外，當加購數據日費後，遨遊 SIM 卡有效期會重設為購買日起計 365 日，你可保留繼續使用遨遊 SIM。

3.4 如客戶未能於有效期前使用已購買的數據日費，而導致遨遊 SIM 卡失效，我們恕不更換新遨遊 SIM 或退款。

4. 公平使用政策

4.1 為了確保所有客戶在任何時候都獲得公正和公平分配的服務，按照電訊服務供應商（國內漫遊地區之當本地無線網絡運營商）的商業行為，可能會實行公平使用政策（FUP）。

4.2 如公平使用政策（FUP）實行，海外電訊服務供應商通常會對在一個特定時間內，使用超過一定用量數據的客戶，設置一個無線數據量限制。客戶的數據服務仍可繼續，而沒有速度限制或數據用量上限，但使用網絡之優先次序將相對較低，數據服務體驗或會受影響。可能在特定時間內被限制數據流量傳送，導致速度受限制（減慢）。

4.3 一旦過量使用，電訊服務供應商可以在任何時間，停止，暫停或改變網

絡的質量，我們將不作干預。在高峰期間（由於太多用戶同時使用網絡資源），你的流動數據體驗可能會間歇性地受到影響，一旦使用量恢復正常，情況將得到改善。

4.4 電訊服務供應商有權改變服務模式和政策（包括公平使用政策），恕不另行通知。

4.5 我們將不會因上述情況的發生而給予退款或折扣。如果客戶持續下載大量數據，或使用情況影響其他用戶的應用，我們可終止提供服務。

5. 服務的限制

5.1 我們的產品和服務只適合及限制在指定的國家或地區內使用。如果在指定的國家或地區外使用該產品和服務，我們不保證客戶可繼續使用我們的產品和服務。且客戶須負責當中所產生的費用。客戶在香港以外的地方使用我們的服務，可能會受到到訪國家之法律和法規規定。客戶必須遵守這些法律和法規；如客戶未能遵守那些法律和法規，我們將不承擔任何責任。

5.2 我們的電訊服務供應商(列於上述條款 4.1) 一般在當地內都有良好的覆蓋，但會因每個國家的供應商的系統而異（包括服務和系統超出了我們的控制範圍），特別是在偏遠地區。我們不保證服務的連續性和穩定性。

5.3 網絡的可用性和覆蓋取決於客戶的位置。服務的質量取決於全部或部分在客戶的手機，流動裝置，網絡，及其他因素。

5.4 服務可能會受到不利影響，原因有：如果同時有太多人嘗試使用網絡、物理因素（如建築物阻擋等）、和由大氣因素或其他原因的干擾。

5.5 我們不保證：連線不會中斷、數據的傳輸將在任何特定的速度或時間下進行、所有通訊可以或可能通過網絡傳輸、網絡會有不受未授權訪問或攔截的確實保護。

6. 接受訂單

6.1 所有由客戶訂下的貨品或服務訂單均須由我們決定接受與否。我們有權在未有通知客戶前，拒絕接受或取消任何訂單。

6.2 訂單內之貨品或服務的數量取決於供應情況。當貨品供應不足時，我們可全權控制銷售及送貨安排。

6.3 我們只會在香港範圍內提供貨品送貨服務或服務的訂單。

6.4 客戶須符合以下條件：

a) 年滿 18 歲；

b) 能夠提供有效及正確的個人及付款資料，包括但不限於客戶的電郵地址、運送地址、姓名、聯絡電話號碼、訂單資料及其他於本流動應用程式或網站所需的資料。

6.5 我們不會就以下任何情況所引致的直接或間接損失及損壞負責：

a) 客戶在網上付款時，由於個人過失或疏忽，而被第三者以其他渠道看見或取得客戶的資料；

- b) 客戶在網上付款時，無法提供完整、正確或準確的資料；
- c) 與指定付款方法有關的其他原因；或
- d) 與客戶使用的設備或其瀏覽器有關的其他原因。

7. 運送服務

7.1 所有由我們標示的運送日期/預計運送時間只供參考。

7.2 如貨品由香港郵政平郵寄出，將不設郵寄編號作追查，客戶需承擔平郵延誤及寄失的風險。

7.3 包括但不限於以下原因，引致送貨出現延誤，或未能成功運送，我們將無須承擔任何責任：

- a) 客戶提供的資料出錯（如錯誤的運送地址或聯絡資料）；
- b) 貨品送達客戶指定地址時，無人收取貨品；
- c) 第三方送貨人員出錯；或
- d) 其他超出我們可合理控制的情況。

7.4 我們保留權利不運送至特定地址，即使該地址位處香港。

7.5 如有特別標示，客戶須就其提供的指定運送地址繳付運送費用。確切的運送費用將取決於客戶提供的指定運送地址，或因應時間不同而有所調整。

7.6 如客戶提供的指定運送地址出錯，或須為此繳付額外運送費用。

7.7 我們保留不時修改任何運送貨服務條款（包括但不限於運送範圍及費用）的權利，而無須事前通知。

7.8 訂單一經確認，我們不接受任何更換運送方法的要求。

7.9 貨品的所有權、權益或擔保，將在貨品實物送達客戶在網上訂購表格所提供的指定運送地址時，轉移予客戶，而不論客戶是否指定的收貨人。儘管如前述，軟件類貨品或服務的所有權仍屬於適用的擁有者或許可人。

8. 更換和退款

8.1. 客人須根據我們所指定的指引使用貨物/服務，如使用貨物/服務上出現問題，我們會因應情況更換貨物/服務，我們保留最終決定權。

8.2. 任何情況下我們均不設退款，如有任何爭議，我們保留最終決定權。

9. 保養

9.1 貨品的貨品資料單張可能標示有供應商保養。

9.2 如供應商保養適用於貨品，客戶應根據供應商保養條款把貨品或貨品部分直接送到相關供應商維修或更換。我們無須承擔因供應商錯誤、過失或疏忽而造成任何與貨品相關的責任。在任何情況下，貨品相關的所有責任均全部由供應商承擔。

9.3 所有不包括在本協議內關於貨品或服務的明示或暗示之保養、描述或聲明，我們一概不予考慮。

9.4 有關貨品及配件之保用期由購買日起計。於保用期內，即使有關之貨品

及配件之物權有任何轉讓，仍可享有應有之保用。

9.5 於保用期內，客戶可享有之唯一及獨有之賠償只限於維修及更換。

9.6 在下列任何情況下，有關之保用將不再生效，倘任何毀壞之貨品或配件或其他任何部分之損毀乃由(1)不當損耗；或(2)疏忽、遺漏或不當處理有關貨品或配件；或(3)未經我們授權下之更改或維修而引致。我們保留酌情權因應客戶之要求而提供非保用範圍之維修或更改服務，但只限於客戶同意向我們支付有關服務之當時及不時更改之費用。

10. 收集個人資料聲明

10.1 客戶必須確保提供給我們的個人信息是最新，完整和準確。

10.2 遵從個人資料（私隱）條例的規定，我們將遵守條例的義務和規定，妥善處理和管理客戶的個人資料。

11. 《條款及細則》的修訂

11.1 我們保留在不予事先通知下隨時修改這些條款及細則的權利。一旦發生糾紛，我們保留最終決定權。

11.2 我們保留拒絕提供產品和服務的權利。我們所提供的產品和服務的都必須遵守本條款及細則，並在進行購買之前得到客戶的讀取和完全同意。

11.3 我們可以在任何時候對網站、流動應用程式，和／或我們的產品和服務，進行必要的維護，以確保所有客戶得到的服務質量。

12. 免責聲明

12.1 我們將不會對我們的電訊服務供應商(列於上述條款 4.1)的錯誤而造成的任何損害和損失承擔責任。

12.2 我們將不會因客戶的流動裝置故障和／或設定錯誤導致未能獲得互聯網服務負上責任。

12.3 我們不會對客戶不適當、不小心使用、或誤置流動裝置導致短路或火災，引致的人員傷亡和損失承擔任何責任，我們建議客戶留意和小心使用裝置。

12.4 客戶同意如果遨遊 SIM 卡丟失，被盜或損毀，或沒有你的授權下被使用，我們沒有責任對你作出退款。

12.5 我們可在沒有另行通知下，對全部或部分服務作出我們認為需要的修改或暫停，（例如，維護，升級，安全，緊急或其他理由）。我們會努力盡量減少這種服務中斷。然而，有些中斷是不可避免的。如這情況出現及在可行之下，我們會盡快通知客戶。

12.6 我們可能不時改變產品和服務，以遵守適用的安全、法規或法定要求，恕不另行通知。但這種變化不會對產品和服務的性質和範圍、收費有重大影響，我們並不聲明及保證產品本身，和服務的運行（或包括第三方提供的相關產品或服務）不會中斷、適時的、安全或正確無誤，或可滿足客戶的特定

需求。

12.7 在超出我們可控制情況下，產品和服務的質量和供應會受到一定的限制，包括但不限於物理、地理和氣候因素。

13. 知識產權

所有在本網站的軟件及內容(在此定義為任何文字、音訊、音樂、圖像、相片及圖片，或任何包括以上各種的內容)均為我們的知識產權作品，並因此受知識產權、版權條例及國際公約保護。本流動應用程式或網站只供個人使用，並且不可作商業用途。網站的內容只可在取得我們及/或其第三方許可人的明確授權下才被引用。未經我們同意或授權，網站的內容不可發放在印刷或網上媒體，亦不可複製、販賣或代理。任何未經授權的行為可引致民事責任或刑事制裁。

14. 法律準則

本協議乃根據香港法律解釋，若發生爭議，各方均接受香港法院的獨家審判權規限。

15. 責任限制

15.1 客戶或任何人的任何費用、索償、損壞或損失，不論是直接或間接造成，當中包括任何收入損失，利潤損失或任何隨之產生的合約損失，侵權行為或任何法令或其他(包括此協議所引致或因任何原因與之關連的疏忽)，我們一概無須承擔責任。唯此處並沒有免去我們在其疏忽下所引致的死亡或個人損傷責任。

15.2 我們將盡合理努力以確保本流動應用程式及網站的內容及貨品或服務描述的正確及完整，但並不能保證所有內容及貨品或服務的描述均為正確、完整、最新及沒有錯誤。我們無須為本流動應用程式或網站上的任何資料錯誤負責。我們有權不時修改或更正本網站及流動應用程式內或任何貨品銷售資料、報價、訂單或其它資料的任何錯誤或疏漏，而無須因此而承擔任何責任。

15.3 在不同的推廣優惠下，貨品的價錢或其可節省的價錢，有可能有所不同。我們並不保證本網站及流動應用程式之購物車中顯示貨品的價錢為客戶可得到最佳的價格。

15.4 任何物品如出現在拍攝相片而未有列明在「包裝內附」，均只屬圖示之用，並須另外購買。

15.5 本流動應用程式或網站顯示的貨品顏色及圖片僅供參考。

15.6 隨購買貨品而附送的贈品數量有限，先到先得，送完即止。

15.7 我們無須負責為以下任何原因造成的直接或間接延遲或表現失敗或違反合約負責：天災、火災、洪水、意外事故、暴動、戰爭、恐怖襲擊、政府干預、貿易禁運、罷工、勞資糾紛、設備故障（包括但不限於互聯網存取故

障)或其他超出我們合理控制的因素。

15.8 我們並不保證本網站及流動應用程式的伺服器或支援本流動應用程式或網站的伺服器沒有包含任何病毒或其他不良組件。客戶必須確保採取適當行動，如使用最新的病毒防護及防火牆軟件，以充分保護其個人及任何其設備、軟件及資料。

15.9 我們保留不時修改或更正這裡所有的條款及細則的權利，而無須事前通知。

15.10 我們保留不時撤回或修改任何服務的權利，而無須事前通知。如本網站及流動應用程式因任何原因在任何時間或期間不能使用，我們在任何情況下均不須負責。

15.11 如有任何爭議，我們所作的決定將為最終及不可推翻。

16. 管轄版本

如以上條款與細則的英文版本與中文版本之間有任何歧義，應以英文版本為準。

版本: 05/12/2022

Terms and Conditions

This “Birdie Travel” mobile app (hereafter: “Mobile App” or “App”) or website www.birdie.com.hk (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 (at www.birdie.com.hk/birdiehome/en/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 Website or Mobile App 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 Website or Mobile App periodically.

2. Birdie Travel SIM Products and Services

2.1 Birdie Travel SIM (hereafter: “Travel SIM” or “SIM card”) only provides data

roaming service outside Hong Kong. It does not support voice and SMS service for the time being.

2.2 Unless otherwise specified, one Day Pass is deducted every day for each country or region. A day is defined as 00:00 to 23:59 local time of the visiting country (capital) or region.

2.3 Unless otherwise specified, this SIM card provides 4G network data usage. For details of the network coverage, please refer to our Mobile App or Website.

2.4 Day Passes are only deducted on the day when you use the data service. You do not have to use multiple Day Passes on consecutive dates.

2.5 Unless otherwise specified, one Day Pass is deducted for each region visited on the same day. Exception: no more than two Day Passes are deducted each day for European countries.

2.6 Unless otherwise specified, when your daily data usage reaches 300MB, data speeds are capped at 128kbps but you can continue to use the data service.

2.7 This SIM card supports the data tethering function, but not peer-to-peer applications (P2P), FTP file sharing and webcam applications.

2.8 Travel SIM card works on mobile phones, tablets, iPads (except the WiFi model) and pocket WiFi devices (WiFi eggs). The actual service performance and data transmission speed may vary due to many factors, including but not limited to, the network traffic, model of the handset/device, setting (including device hardware and software), upload/download content and other external factors.

2.9 We recommend users to disable the software auto-update function, and use free WiFi for activities that require high data usage.

2.10 Travel SIM supports Nano, Micro and Normal formats. It is compatible with most mobile phones.

2.11 Travel SIM data service can be used on networks of operators with which we have an agreement for mobile data services. The number and coverage of network are subject to change and update without any prior written notice.

2.12 Charges for our products and services are denominated in Hong Kong Dollars.

2.13 The current charges including price lists, plans for products and services are published on our Mobile App and Website. We may amend the charges from time to time without any prior notice.

2.14 If we fail to provide specified products and services according to the buying summary due to the lack of inventory or other reasons, the charges for the products or services will be refunded to the Customer. We shall not accept any other responsibilities.

2.15 Customers should follow our instruction to register / purchase the products and services. Upon order acceptance and confirmation by us (or our designated agent), customers are required to make payment and the purchase shall then be completed.

2.16 "Birdie Free Travel Data SIM for 2 Days"

3. Day Pass Valid Period and Purchase new Day Passes

3.1 Day Passes must be used within the specified valid period or will otherwise expire. The SIM card will also become invalid by then.

3.2 Customers can add Day Passes to specified SIM cards. Please refer to our Mobile App or Website for details.

3.3 Unless stated otherwise, the SIM card's validity will be reset to 365 days after a New Day Pass is added. You can retain the SIM card for future use.

3.4 We will not replace any invalid SIM card or give any refund if the Customer fails to use the Day Passes within the valid period.

4. Fair Usage Policy

4.1 To ensure that all customers receive fair and equitable services at all times, a Fair Usage Policy (FUP) may be in place in accordance with the business practices of the telecommunications service provider (the local in-country wireless network carrier or operator in the roaming region).

4.2 If a FUP is in place, the telecommunications service providers commonly apply a cap on the amount of wireless data when an individual customer has exceeded a certain amount of data within a specified time period. Data service continues without speed throttling or data capping, but access to network resources will be given lower priority and data service experience may be affected. It may limit the transfer of a specific amount of data over a period of time, which can result in a throttle down (slow down) of the connection speed.

4.3 Upon excessive usage, the telecommunications service providers may, at any time, cease, suspend or alter the network quality, where we shall not intervene. During peak periods (concurrent use of network resources by a large number of users), your mobile data experience may be intermittently affected, which shall be alleviated once the usage returns to normal.

4.4 Telecommunications service provider reserves the right to change their service models and policies (including FUP) without notice.

4.5 No refund or discount will be given if the above circumstances occurred. Termination of service may apply if customer downloads continuously or if your usage impacts other users.

5. Limitation of Services

5.1 The use of our products and services are only eligible and limited within the country or region specified. We do not guarantee our products and services can be used outside of the specified countries or regions. Any costs incurred from such use would be the sole responsibility of the customer. The use of our services outside Hong Kong may be subject to laws and regulations of the country you are visiting. You are required to comply with those laws and regulations; we are not liable for your non-compliance.

5.2 Our telecommunications service providers (as defined in Clause 4.2)

generally have good coverage within their respective countries or regions, however, this may vary according to each national provider's systems (including services and systems beyond our control), especially at remote areas. We do not guarantee the continuity and stability of the services.

5.3 The availability and coverage of the network vary depending on customer's location. The quality of the services depends in whole or in part on your mobile phone and mobile device, the network and other factors.

5.4 The services might be adversely affected if too many people try to use the network at the same time; by physical features (such as buildings etc); and by atmospheric conditions or other causes of interference.

5.5 We do not guarantee that connections will not be lost; that the transmission of data will occur at any particular speed or time; that all traffic can or will be transmitted by the network; or that there will be absolute protection of its network against unauthorised access or interception.

6. Acceptance of Orders

6.1 All orders of the product or service placed by the Customers shall be subject to our acceptance. We have the right to refuse to accept or reject any order of the product or service without giving prior notice to the Customer.

6.2 The acceptance of orders is subject to the availability of stocks. In case of shortage of the products, we may allocate sales and deliveries at our sole discretion.

6.3 We only accept orders for delivery of products or services in Hong Kong.

6.4 The Customer must satisfy the following requirements:

- a) age 18 or above;
- b) be able to provide valid and correct personal and payment data, including, but not limited to, the Customer's email address, billing address, delivery address, name, contact telephone number, billing information, and other information required by our Mobile App or Website.

6.5 We are not liable for any loss or damages as a direct or indirect result of any of the following circumstances:

- a) the Customer information has been seen or obtained through other means by a third person when the Customer is making online payment due to his or her negligence or omission;
- b) the Customer fails to provide complete, correct or accurate information during the online payment process;
- c) other reasons related to the specified payment method; or
- d) other reasons related to the devices or browsers used by the Customer.

7. Delivery

7.1 All dates quoted by us for pickup / delivery of products are estimates only.

7.2 If the purchased products are delivered by local surface mail of Hong Kong Post, there will be no tracking number to track the shipment. The Customer

shall bear all risk of loss or delay in transit.

7.3 Birdie shall not be liable if delivery or pickup of the product is delayed or unsuccessful, due to, including without limitation to any of the following reasons:

- a) incorrect information provided by the Customer (for example, incorrect delivery address or contact information);
- b) no one is available to receive the product when it is delivered;
- c) fault due to a third party courier; or
- d) other circumstances that are beyond our reasonable control.

7.4 We reserve the right not to deliver the product to a specific address, even if it is a Hong Kong address.

7.5 Unless otherwise specified, the Customer is required to pay a specified delivery fee for delivery of the product to the address specified by the Customer. The exact delivery fee will be subject to the designated address provided by the Customer and the delivery fee may vary from time to time.

7.6 Customer may be required to pay an additional delivery fee if the Customer did not provide the correct delivery address.

7.7 We reserve the right to revise any terms of the delivery service (including but not limited to the covered areas for delivery and the delivery fee) from time to time without prior notice.

7.8 We will not accept any changes to the delivery method once the order has been confirmed.

7.9 Any title, right, or risk in the product shall transfer to the Customer upon the physical delivery of the product to the address identified by the Customer in the online order form, regardless whether the Customer is the designated recipient of the delivery. Notwithstanding the foregoing, title of the product / service which are software products shall remain with the applicable owner(s) / licensor(s).

8 Replacements and Refund

8.1 The Customer must follow the guidelines specified by us on the use of the products or services. If there are any problems arising from the use of the products or services, we may arrange a replacement depending on the circumstances. We reserve the right of the final decision.

8.2 No refund shall be given under any circumstances. In case of disputes, we reserve the right of the final decision.

9 Warranty

9.1 The information sheet of the products may indicate that there is a supplier warranty.

9.2 Where a supplier warranty applies to the product, the Customer shall send the product or parts thereof directly to the relevant supplier for repair or replacement in accordance with the terms of the supplier warranty. We shall

not be liable for any product related liabilities that are caused by the supplier's error, negligence, or omission. All product related liabilities shall be solely borne by the suppliers.

9.3 All express or implied warranties, representations or statements relating to the product or service which are not contained in this agreement are excluded.

9.4 The warranty period of the product and accessories shall start from the date of purchase. The warranty shall continue notwithstanding any transfer of ownership of the product/accessory item.

9.5 The Customer's sole and exclusive remedy during the warranty period shall be limited to repair or replacement.

9.6 The warranty will be rendered invalid if the defective product or accessory item or any part thereof is caused by (1) undue wear and tear, (2) negligence, omission or mishandling of the product or accessory item; or (3) alteration or repair made without our authorisation. We may at the Customer's request carry out the repair or replacement work not covered by the warranty but subject to the Customer paying us the prevailing charges (which are subject to change from time to time) for such services.

10 Personal Information Collection Statement

10.1 Customers must ensure that the personal information provided to us is update, complete and accurate in all respects.

10.2 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.

11 Amendment of Terms and Conditions

11.1 We reserve the right to amend these terms and conditions at any time without prior notice. In case of disputes, we reserve the right of the final decision.

11.2 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 the execution of the purchase.

11.3 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.

12 Disclaimer

12.1 We shall not be responsible for any damages and losses suffered by any party due to errors caused by our telecommunications service provider (as defined in Clause 4.1).

12.2 We shall not be responsible for any failure or setting errors to customer's

mobile devices caused by failure to access the internet services.

12.3 We shall not be responsible to 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.

12.4 You agree that if the 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.

12.5 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.

12.6 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.

12.7 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.

13 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 Website and Mobile App are our intellectual property works and hence are protected by intellectual property rights, copyrights laws, and international conventions. Our Website and Mobile App 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.

14 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.

15 Limitation of Liability

15.1 We exclude all liability or responsibility for any cost, claim, damage or loss to the 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.

15.2 We will use our reasonable endeavours to ensure that the contents and product / service in this Website/ Mobile Application are accurate and complete but cannot guarantee that all the contents and product / service descriptions 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 App or in any product sales materials, quotations, orders or other materials without incurring any liability.

15.3 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 the Customer can get for the product.

15.4 Any items in product photos but not stated in "In the Package" are for illustration only and must be purchased separately.

15.5 Colour and photo of products displayed on our Mobile app and Website are for reference only.

15.6 The stock of premiums associated with purchase of product will be subject to availability and will be given on a first come first served basis

15.7 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.

15.8 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.

15.9 We reserve the right to modify and revise all terms and conditions herein contained from time to time without prior notice.

15.10 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 in no circumstances be liable.

15.11 In case of disputes, our decision shall be final and conclusive.

16 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.

Version: 05/12/2022