

Terms and Conditions of HKBN Wi-Fi service:

Terms and Conditions of HKBN Wi-Fi service (“the Service”) are set forth as below:

1. The Subscriber can connect to the wireless broadband Internet by 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 (hereafter “the hotspots”, for details please visit <http://reg.hkbn.net/bbwifi/hotspot-search.jsp>) by means of (i) login name and password; or (ii) the registered network card number (MAC address). HKBN has the right to alter, delay, terminate or cancel the operation and / or the provision of the Service (in part or in whole). HKBN shall endeavour to provide notification on the aforementioned change to the Subscriber within one month before the aforementioned alteration, delay, termination or cancellation takes effect or notify the Subscriber under appropriate circumstances.
2. HKBN has the right to revise or enhance the Service, and the Subscriber of the Service must adopt the configuration, equipment or software designated by HKBN from time to time to support the Service.
3. If the service activation day of the Service does not fall on the first day of the month, Subscriber of the paid Service shall be required to pre-pay charges for the Service for the month in which the Service is activated on pro-rata basis plus the charges for the next whole month.
4. If Subscribers want to cancel the Service, a no less than one month prior written notice must be provided to HKBN before contract ends, by using the service cancellation form designated by HKBN to cancel the Service.
5. The Subscriber understands and agrees on the following terms: (a) the operation / provision of the Service is dependent upon the equipment, settings and/or ways of use designated by HKBN from time to time, and is only applicable to laptops, tablet PCs, mobile phones or other electronic devices installed with suitable hardware and software; (b) the Subscriber must use the Service at the HKBN’s broadband internet hotspots, and HKBN 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 (c) 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. HKBN shall not be responsible for any such disclosure and disclaims all liabilities to pay any compensation to the Subscriber therefor.
6. The Subscriber understands and agrees that HKBN 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. HKBN 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 HKBN, or by any services provided by the Third Party and cause HKBN to decide that the Service can no longer be provided to the Subscriber;

HKBN 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 all subject to the agreement between HKBN and the Third Party.

7. The Service is provided to the Subscriber for private use and non-profit making purpose and shall not to be used for commercial purpose. The Subscriber is not allowed to lease, lend or transfer the Service to any third party.

8. 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 HKBN and/or are licensed to HKBN 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.

9. The Subscriber understands and agrees that HKBN shall not be liable for any (whether direct or indirect) loss or damage arising out of the use of the Service, and he has no right to claim against HKBN for any such loss or damage.

10. The Subscriber understands and agrees that the Service may fail, be interrupted, delayed or suspended due to power failure or any other circumstances beyond HKBN's control. However, HKBN shall endeavour to resume the Service as soon as practicable. HKBN does not warrant or guarantee the quality, reliability and availability of the Service and accepts no legal liability whatsoever in relation thereto. In all circumstances, HKBN shall accept no direct or indirect legal liability for the loss and damage arising from the failure, interruption, delay or suspension of the Service.

11. 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 the 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.

12. The Subscriber understands and agrees to comply with these Terms and Conditions and the General Terms and Conditions of HKBN (including the terms and conditions to be effective from time to time). In case of any inconsistency arising therefrom, these Terms and Conditions shall prevail. The Subscriber may obtain a copy of the relevant terms and conditions from HKBN free of charge.

13. HKBN reserves all its rights to amend the above and all relating terms and conditions. In case of any dispute, HKBN shall have the right to make final and conclusive decisions.