

Shoppy 條款及細則

閣下使用網站前請仔細閱讀本條款及細則。閣下使用網站,即代表閣下同意受下列條款及細則所約束。 香港寬頻保留一切權利,可於任何時間及不時更改本條款及細則,而無需作出通知。修改後的條款及細 則由發佈日開始生效。閣下持續使用我們的網站及我們的服務,即視為閣下同意接受本條款及細則的最 新版本。

定義

- 1.「我們」、「本公司」或「香港寬頻」指香港寬頻網絡有限公司。
- 2.「產品」指閣下透過網站所預訂及/或購買的任何產品及/或服務。
- 3.「網站」或「Shoppy」或「 寬樂買」或「平台」指可透過 shoppy.hkbn.net 或嵌入於香港寬頻的手機應用程式的界面訪問由香港寬頻營運稱為「Shoppy 寬樂買」之網購平台,以及任何與其有關的網站。
- 4.「閣下」指我們向其提供產品之人士及須就我們所提供的產品付款之人士。
- 5.「合作商戶」指已跟我們建立了合作關係的商戶,該商戶會或可使用平台作為 (其中一個) 銷售渠道。

使用網站及相關條款及細則

- 1. 當閣下使用平台,即表示閣下同意及接受遵守本條款及細則、香港寬頻的一般服務條款及細則 (https://www.hkbn.net/personal/cmsdata/content/queryPdfContents/1XPQl8EetyLZo2hnkQiZ1k2dxxpLoO6uM wudlzLHyJY.pdf)、我們及/或有關合作商戶/供應商不時為個別產品訂購所訂定的條款及細則。請閣下 細閱該等條款及細則。如就訂購時該等個別產品所訂定的條款及細則與本條款及細則有所衝突時,當 以該等個別產品所訂定的條款及細則為準。
- 2. 我們會不時更新本條款及細則,而無需作出通知。我們藉此會保留一切權利。
- 3. 如本條款及細則經修改,修訂後的版本由發佈日開始生效。如閣下繼續使用平台,閣下即被視為同意 並接受本條款及細則之最新版本。
- 4. 若閣下作出我們認為違反本條款及細則、其他適用之條款及細則、法律及/或法規,及/或對其他用戶、我們、合作商戶、供應商及/或我們的集團公司有害的任何行為,我們有權暫停、中止或終止閣下訪問網站全部或部分內容,無論是否有通知。

登入賬戶

1. 閣下可以香港寬頻賬戶賬號及密碼或以香港寬頻訪客賬戶以登入平台購買產品。

2. 若閣下提供的個人資料出現任何變動·須儘快聯絡我們更新個人資料·以確保我們可與閣下溝通及聯絡。

訂購及付款

- 1. 平台上的所有產品均由香港寬頻及/或其合作商戶所提供。但是,香港寬頻及其合作商戶並不保證平台上產品的描述準確性。閣下須保證沒有依賴香港寬頻或其合作商戶在平台上作出的任何描述(包括但不限於措辭、圖片、照片、規格、視頻或音頻),並且閣下同意香港寬頻或其合作商戶對此類描述不承擔任何責任。
- 2. 閣下必須已年滿 18 歲或以上方可於平台上購買產品。當閣下於平台購買時,即表示閣下已作出一個可以信賴的聲明,表示閣下已年滿 18 歲或以上,有能力形成具法律約束力的合約,並合法完成在平台購買。
- 3. 產品價格以閣下訂購當日的價格為準。
- 4. 所有在平台所顯示的照片及圖片只供閣下作參考及幫助閣下識別之用,或與產品之實際大小、尺寸及 額色有別。
- 5. 平台所有價格均以港幣計算。
- 6. 閣下一旦提交訂單,即使我們仍未接納或拒絕閣下的訂單,都不得取消有關訂單。閣下同意香港寬頻 及其合作商戶根據本條款及細則、附加條款(如適用)和其他適用的條款及細則來處理訂單,恕不另 行通知。
- 7. 閣下提交之訂單被我們或合作商戶接納後‧系統會向閣下登記所用之電郵地址發送電郵以確認我們或 合作商戶已收到閣下的訂單。該確認電郵表示香港寬頻或其合作商戶已接納閣下的訂單。每份獲接納 的訂單均構成與閣下之合同,即具有法律約束力的協議。如果是我們出售產品‧閣下和我們之間將訂 立合同;如果產品是由合作商戶出售的,則閣下與合作商戶之間訂立合同。
 - 8. 香港寬頻及其合作商戶保留權利可全權酌情就任何理由不接納或取消訂單,包括但不限於:
 - a) 閣下所訂購的產品並無足夠的存貨及/或已售罄;或 b) 閣下所訂購的一件或多件產品所標示的價格因 人為或電腦錯誤或供應商或合作商戶所提供的定價資料錯誤而出錯;或 c) 香港寬頻或合作商戶未能就閣 下所提供之送貨地址安排送貨(如適用)。
- 9. 我們有權因任何原因(包括但不限於訂單中有任何產品缺貨或已售罄或訂單被認為有可疑)而自行決 定拒絕、取消、終止、更改或保留任何訂單。如我們決定取消該訂單而閣下已作出付款,我們會向閣 下退回相關金額(如適用)。 我們概不會就該取消訂單向閣下作出任何額外賠償。
- 10. 我們只接受 VISA 卡、萬事達卡支付,所有訂單以港幣結算。當閣下作出訂購時,即表示閣下授權我們,按我們於接納閣下訂單時的訂單金額以閣下所指定的付款服務供應商付款。 在我們收取閣下之付款前,產品的所有權不會轉移至閣下。
 - 11. 我們有權於任何時間及有絕對酌情權接受或拒絕閣下所選擇的付款方法。如未有有效的付款方法(例如閣下所提供的信用卡資料未有更新或不準確),或我們按合理的意見懷疑閣下的交易不尋常,閣下的交易有可能會被暫停或取消。我們概不會就該暫停或取消向閣下作出任何補償。

- 12. 若對賬單上的收費有任何爭議·不論是否與任何信用卡或付款服務供應商之協議條款有所抵觸·閣下必須於賬單日期起計三十(30)日內向我們提出異議。
- 13. 我們使用第三方付款服務以進行網上交易。當閣下作出訂購時,閣下同意及接納,受該付款服務供應商之條款及細則所限。閣下的資料(包括信用卡資料)將會被該付款服務供應商收集、處理及保留。閣下同意及接納,閣下獨自承擔於進行網上交易時所招致或產生的任何損失,且我們於任何情況下均毋須承擔任何有關全部或部分損失。

送貨及取貨

- 1. 我們提供不同的取貨方式供閣下選擇,產品適用之取貨方式請參閱各產品詳情頁。
- 2. 除於農曆新年首兩天及當八號或以上颱風警告信號或黑色暴雨警告生效時外,我們或合作商戶會安排由星期一至日於香港的特定地區送貨。我們及合作商戶保留全權決定拒絕送貨的權利。
- 3. 閣下同意及接受我們就取貨方式所訂立之條款及細則 https://cdn.shopify.com/s/files/1/0273/4440/4564/files/ba58e859d732a113420e8174ac78f277.pdf。
- 4. 除另有規定外,我們將使用合理商業努力於接受閣下訂單起計[15]天內送貨。
- 5. 除另有規定外,如選擇以「自取」為取貨方式,我們將於接受閣下訂單後 4至6星期內發出取貨通知電郵換領信。閣下請於取貨通知發出起一個月內,携同取貨通知電郵換領信親臨指定地點取貨。 如閣下購買之產品由供應商直接送貨,閣下同意及接受供應商所訂立的送貨安排,我們恕不負責。
- 6. 如閣下購買的產品為以電子券形式,我們將於接受閣下訂單後4 星期內發送有關電子券至閣下的香港 寬頻戶口(My HKBN)內的「我的換領/優惠」。 閣下須自行查閱及領取電子禮券,恕不另函通知。
- 7. 如選擇以「自取」為取貨方式,而閣下未能於取貨通知電郵內的換領信所列明之日期內到訂單上所列明之取貨地點憑電子換領信或列印本取貨,將當作自動放棄論,產品會被沒收,所繳付之款項將不獲退還。
- 8. 如選擇以「自取」為取貨方式,取貨時,必須出示有效的電子換領信列印本或確認電郵予取貨地點負責人員核對。每張訂單之換領條碼只可供取貨一次。所有取貨記錄以系統之記錄為準,不得異議。
- 9. 我們或會一次或分多次送貨, 而部份產品可能由我們或合作商戶送貨。
- 10. 閣下的送貨安排一經確認,我們不接受閣下更改送貨地址。如閣下要求更改收貨日期及時間, 我們將有權收取不時指定之行政費用。

- 11. 除另有指明外,自取或送貨類別的訂單須購物滿指定金額,方可安排自取或送貨服務。此類訂單之送貨須按每訂單收取指定之送貨費用。詳情請參閱我們所訂立之取貨方式條款及細則 https://cdn.shopify.com/s/files/1/0273/4440/4564/files/ba58e859d732a113420e8174ac78f277.pdf。
- 12. 閣下同意在需要時包括但不限於產品有年齡限制等,出示具有照片的身份證明文件以作核對。
- 13. 當產品送遞至閣下所提供的送貨地址(如適用),產品會被視為已交付予閣下及由閣下接受。倘閣下因任何原因而未能接收產品,閣下同意及接受我們及/或合作商戶有權因向閣下提供額外送遞而收取額外費用或取消閣下之訂單而無需退款或作出任何補償。
- 14. 有關發送產品或取貨通知電郵換領信的任何時間及日期,或送貨所需的時間僅為估計。倘我們或合作商戶未能符合任何訂明的日期或時間內發送,我們或合作商戶將通知閣下有關訂單的進度。閣下同意及接受,於任何情況下我們均不會接受取消訂單或向閣下退款。
- 15. 當產品已送交閣下或閣下已取產品,閣下(包括閣下之代表人)將自行承擔持有產品的風險而 我們將無須為它們的損失或損壞負責。

退貨或更換

- 1. 除另有規定外·概不接受退貨或更換產品。 請閣下於訂購前細閱由我們及合作商戶所訂明的退貨或 更換政策。
- 2. 閣下同意及接受·是否接受退回或更換商品屬合作商戶或供應商的全權酌情決定。於任何情況下我們均不會接受直接向我們退貨·或為閣下因任何原因招致的損害負責。

免責聲明及責任限制

- 1. 我們並不聲明或保證進入我們的網站(包括使用手機應用程式或軟件)或其任何部份將不受阻擾、可靠或並無故障。
- 2. 閣下在傳送付款資料時如有發生或蒙受任何損失,均由閣下獨力承擔,無論在任何情況下我們均不會承擔全部或部分損失責任。如閣下使用的是公用電腦,則應於使用完平台後,確保成功登出平台。
- 3. 我們並不向閣下聲明或保證我們的網站或其任何內容將為準確、完整或可靠。
- 4. 我們並不聲明或保證:
 - 4.1 任何服務(不論是否由我們提供) 將以適當謹慎及技巧提供;或
 - 4.2 任何產品 (不論是否由我們提供) 將具備可商售品質或將適合任何用途(儘管已事先將該用途 通知我們)。

- 5. 互聯網上的數據傳輸不能保證完全安全。我們致力保護該資料,然而本公司不能保證及確保所傳輸 的資訊安全,而閣下同意有關資訊傳輸的風險,概由閣下承擔。
- 6. 於法例許可的範圍下,我們排除因以下原因對閣下的所有責任 (不論於合約、侵權或其他形式出現及不論是否因我們的疏忽):
 - 6.1 就我們的網站(包括使用應用程式或軟件)或其中的任何資料或相關的任何技術性、事實、文本或印刷上的不準確、錯誤或遺漏;
 - 6.2 未能提供我們的網站(或其任何部份)、產品或服務;
 - 6.3 任何延遲提供·或未能提供或使產品或服務可取用·或任何對產品或服務的疏忽提供;
 - 6.4 任何產品不具備可商售品質或適合其預期用途;或
 - 6.5 任何有關我們的網站、產品或服務的失實陳述。

7. 除法例規定以外:

- 7.1 我們將不就任何間接或相應而生的損失、損害或費用向閣下負責,包括由任何閣下知會我們的問題而引起的利潤、業務或商譽的損失,及
- 7.2 我們將無責任以賠償方式向閣下支付任何款項,除非於此等條款及細則另有訂明。
- 8. 閣下必須遵守及符合所有適用規例及法例·包括取得所有從我們的網站購買產品所需的海關、進口或其他許可(如適用)。我們不就閣下購買的產品的出口或進口作任何陳述或承擔任何責任。
- 9. 閣下同意此等限制就我們的網站性質而言均屬合理,尤其是由於當閣下透過我們的網站購買時,將每次與供應商/合作商戶訂立獨立的合約。
- 10. 我們有權(a)指定每次購物的付款方式;(b)指定每次購物的取貨方式(無論是送貨·在指定提 貨點提取·或是由我們指定的其他方式);(c)限制每個訂單、每件產品、每次服務、每個客戶及 /或每個帳戶購買的商品數量;(d)在指定的時間內限制透過特定付款方式結算的金額;及/或 (e)隨時修改退款處理方法·恕不另行通知。這些限制可能適用於由同一客戶或同一帳戶下的訂單 或使用相同帳單和/或交付/收取地址的訂單。如以上條款有任何變化·我們會使用認為最合適的方 式通知閣下。
- 11. 以上排除概不影響任何不可被排除的法定權利。然而,於該情況下,我們的責任(於法律許可下) 將限於向閣下再供應相關服務或產品。
- 12. 以上各項排除或限制應被闡釋為此等條款及細則中獨立及可分割的條文。

保證

1. 閣下聲明、保證及承諾, 閣下不會:

- 1.1 使用我們的網站作任何欺詐或非法用途;
- 1.2 使用我們的網站誹謗、辱駡、騷擾、跟蹤、威脅或侵犯其他人士的權利(包括但不限於其他人士的私隱權或宣傳權);
- **1.3** 阻礙或干擾我們的網站運作或我們網站所用的伺服器或網絡;或違反有關網絡的任何規定、程序、政策或法規;
- 1.4 對我們的網站傳送或發放任何有害或侵入性或可能或擬損害任何硬件、軟件或設備運作或監察任何硬件、軟件或設備使用的病毒、蠕蟲、特洛伊木馬程式或其他電腦編碼;
- 1.5 就任何商業用途而轉載、複製、出售、轉售或利用我們網站(包括應用程式或軟件)的任何部分、或其使用或連接;
- 1.6 對我們網站(包括使應用程式或軟件)的任何部分進行修訂、改編、翻譯、反向工程、反編譯或反彙編;
- 1.7 未經我們的事先書面同意下建構或複製網站的任何部分;
- 1.8 以有組織地下載及儲存內容、用戶內容或任何網站內容的方式建立數據庫;及
- 1.9 侵犯產品的任何版權、設計權及知識產權權利。

內容

- 1. 網站所提供的資訊、服務及產品並不是在所有地域均可享用。只有適用法律容許之人士·才可瀏覽網站的資訊及/或接受其提供的服務及產品。
- 2. 受此等條款及細則所限,閣下可使用內容以供閣下本身的個人用途。
- 3. 除非閣下已獲得我們事前的書面同意或閣下獲法律明確授權,否則閣下不得:
 - 3.1 使用內容作任何商業或其他非個人用途;
 - 3.2 複製內容或向任何其他裝置或任何其他人士傳送內容;或
 - 3.3 轉載、分發、向公眾傳達、修訂、重設格式、編製衍生作品或展示內容。
- 4. 閣下確認及同意·如閣下違反本條款及細則·我們可全權酌情不再向閣下供應任何內容、服務及產品。
- 5. 我們將採取一切合理商業努力確保內容的準確性,但概不保證及聲明(明示或暗示、法定或其他形式)內容的準確性、質素或完整性或其就任何用途的合適性,而我們亦不會就此承擔任何責任。

彌償

1. 閣下同意就因違反本條款及細則內任何契諾、保證、聲明及協議而引致我們及我們的所有董事、代理人、僱員、合作夥伴、合作商戶、供應商及承包商的任何損害(無論是直接的,間接的,附帶的,後果性的或以其他方式)、損失、責任、成本及各類性質的開支,包括已知及未知的開支向我們及我們的所有董事、代理人、僱員、合作夥伴、合作商戶、供應商及承包商作出彌償,並使我們免受損害,以及豁免我們與閣下以任何方式與第三方所引起的一切糾紛。

終止

- 1. 倘閣下違反任何條款及細則(包括但不限於本條款及細則或其他適用之香港寬頻條款及細則)·香港寬頻可立即暫停或終止閣下訂購及/或閣下的帳號、密碼及/或閣下在平台的使用權。
- 2. 香港寬頻有權向閣下給予不少於[三十天]通知以終止閣下在平台的使用權。
- 3. 任何一方於終止日期所已產生的任何權利於終止後將仍可强制執行。

知識產權

- 1. 閣下了解網站的版面設計及網站內提供的任何內容與材料均受版權、商標或其他知識產權所限制。除 非閣下在法律範圍下得到明示授權,否則閣下不得參與或容許任何其他人士作以下的行為:
- (i) 任何未經我們事先書面同意下的複製、銷售、拷貝、刊登、再刊發、分銷、上載、下載、張貼、傳送、儲存於檢索系統內、向公眾傳播、修改、變更、展出或公開表演、準備任何基於 網站內容及材料而進行改編或重新發布的衍生產品或以其他方式分發或使用網站(或任何內容或材料容易識別的部分);
- (ii) 在使用平台或其任何內容及材料時,以其他方式侵犯任何人士的知識產權; (iii) 在未得我們事前的書面同意下,於任何其他網站上或網絡電腦環境下使用任何內容及材料以達致任何目的; (iv)在未得我們事前的書面同意下,對任何包含下載軟件的內容及材料作逆向工程。
- 2. 閣下可將網頁內顯示的材料及內容下載·作非商業性家居及個人使用·但必須維持所有版權、商標及其 他所有權通知完整無損。在任何情況下·閣下不得將網頁內顯示的任何材料及內容下載·作非家居及個 人使用包括但不限於商業性用途·任何該等下載將被自動視為侵犯我們版權及 / 或其他知識產權的行為。

一般事項

- 1. 本公司有權隨時修改本條款及細則,而無須事前通知。如有任何爭議,本公司的決定為最終的決定。
- 2. 本中文譯本僅供參考之用,倘若中文版本與英文版本有歧義,概以英文版本為準。
- 3. 閣下如訂購產品·即表示閣下同意我們可按香港寬頻個人資料及私隱政策聲明
 (https://www.hkbn.net/personal/cmsdata/content/queryPdfContents/Q3r4bYgQ18XI1ytpSUJGGiv1hB2Dlk7j
 dWyEQFnN5c.pdf)及個人資料收集聲明

(https://www.hkbn.net/personal/cmsdata/content/queryPdfContents/1VektYJj3mik1yeQYyox4RWDm5idMX FtUbWFGQMFEIA.pdf).儲存、處理並使用閣下所提供的任何資料,以便處理閣下訂單。為致力保障個人資料的私隱,我們確保在收集、使用、保留、轉移及查閱個人資料方面的政策及做法,均符合香港 法例第 486 章個人資料(私隱)條例的規定。

- 4. 我們保留權利可全權酌情拒絕閣下進入我們的網站或其任何部分,而毋須作出通知,並可拒絕向任何 違反此等條款及細則的用戶提供我們的服務。
- 5. 如未經我們的書面同意·閣下不得轉讓或以其他方式處理此等條款及細則規定的全部或部分閣下權利 及義務。
- 6. 香港寬頻可委任任何第三方包括其集團公司代其向閣下提供產品·或履行本條款及細則及相關訂單所 載香港寬頻的任何責任。
- 7. 閣下明白及同意,我們及/或合作商戶會保留所提供的產品相關記錄(包括與產品及我們及合作商戶的服務有關的任何電話交談記錄),對閣下都具有約束力和決定性。閣下明白及同意相關記錄可以作為我們及/或合作商戶與閣下溝通、傳送信息的證據,閣下不得因相關記錄以電子形式或是電腦系統輸出而對相關記錄的真實性、可靠性、可接受性、準確性提出質疑、申索或爭議,閣下放棄任何以該等原因作出反對的權利(如有)。
- 8. 本條款及細則載列各方的完整協定及諒解·並取代所有有關此等條款及細則的標的事項的先前口頭或 書面協定、諒解或安排。任何一方均無權依賴此等條款及細則並無載列的任何協定、諒解或安排。

此等條款及細則受香港特別行政區法律管轄。閣下同意受香港特別行政區法院的專有司法管轄權管轄。 倘若本協議中任何部份在法律上不能執行,則該部份會於法律容許的最大可能範圍內生效,而其他部份 則維持完全效力及作用。 Please read these terms and conditions carefully before using our Website. By using our Website, you agree that you have read these terms and conditions and that you accept and agree to be bound by them. HKBN reserves the right to make changes to these terms and conditions from time to time without providing any notification. The amended terms and conditions are effective from the date they are published. Your continued access and use of our Website and our services shall represent your unconditional acceptance of the latest version of these terms and conditions.

Definitions

- 1. "we", "us", the "Company", "HKBN" means Hong Kong Broadband Network Limited.
- 2. "Product" means any item(s) and/or service(s) you place order(s) through the Website, including any item(s) or service(s) that you reserve or purchase.
- 3. "Website" or "Shoppy" or "platform" means the online shopping platform(s) operated by HKBN known as "Shoppy" which is accessible through shoppy.hkbn.net or the interface embedded in HKBN's mobile application, and any websites related to them.
- 4. "You" or "your" means the person(s) whom we provide Product to and who should pay for the Product purchased at shoppy.
- 5. "Merchant" means merchant who has established co-operational relationship with us, such merchant will or can use the platform as (one of the) sales channel(s).

Use of the Website and relevant terms and conditions

- 1. When you use the platform, you are deemed to agree and accept to be bound by these terms and conditions, HKBN's General Terms and Conditions(https://www.hkbn.net/personal/cmsdata/content/queryPdfContents/1XPQl8EetyLZo2hnkQiZ1k2dxxpLoO6uMwudlzLHyJY.pdf), and the terms and conditions stipulated by us and/or relevant suppliers/Merchants for order of individual Product from time to time. Please read such terms and conditions carefully. In the event of any conflict between the terms and conditions stipulated for the individual Product at the time of ordering and these terms and conditions, the terms and conditions stipulated for the individual Product shall prevail.
- 2. We may update these terms and conditions from time to time without notice. We hereby reserve all rights.
- 3. If these terms and conditions are amended, the amended version shall take effect from the date they are published. If you continue to use the platform, you are deemed to agree to and accept the latest version of these terms and conditions.
- 4. If you take any action that, in our opinion, violates these terms and conditions, other applicable terms and conditions, laws and/or regulations, and/or is harmful to other users, us, suppliers, Merchants and/or our group companies, we reserve the right to suspend, cease or terminate your access to all or part of the Website with or without notice.

Log-in Account

- 1. You can log in to the platform and purchase Product with your HKBN account number and password or with your HKBN guest account.
- 2. If there is any change in the personal information you provide, you must contact us to update your personal information as soon as possible to ensure that we can communicate and contact with you.

Order and Payment

- 1. All Product on the platform are provided by HKBN and/or its Merchant. However, HKBN and its merchant do not guarantee the accuracy of descriptions of Product on the platform. You must guarantee that you have not relied on any descriptions (including but not limited to words, pictures, photos, specifications, videos or audios) made by HKBN or its merchant on the platform, and you agree that HKBN or its Merchant shall not be responsible for such descriptions and assume no responsibility.
- 2. You must be 18 years old or above to purchase Product through the platform. When you make a purchase through the platform, it means that you have made a reliable statement that you are 18 years old or above, have the ability to form a legally binding contract, and legally complete the purchase on the platform.
- 3. The price charged for the Product are those applicable on the day you place order.
- 4. All pictures and images of the Product displayed on the platform are for illustration purposes only, in order to help you recognize the Product. The actual size, dimension and colour of the Product may differ.
- 5. All price of Product on the platform is listed in Hong Kong Dollars.
- 6. Once you place an order, even if we have not accepted or rejected your order, the relevant order shall not be cancelled. You agree that HKBN and its Merchant will process the order in accordance with these terms and conditions, additional terms (if applicable) and other applicable terms and conditions without further notice.
- 7. After the order you placed is accepted by us or the merchant, the system will send an email to the email address you used for registration to confirm that we or the Merchant have received your order. Such confirmation email indicates that HKBN or its Merchant has accepted your order. Each accepted order constitutes a contract, i.e. a legally binding agreement, with you. If the Product is sold by us, a contract will be entered into between you and us; if the product is sold by a Merchant, a contract will be entered into between you and the Merchant.
- 8. HKBN and its Merchant reserve the right not to accept or cancel an order for any reasons at our sole discretion, including without limitation:
 - a) the Product you ordered is out of stock and/or sold out; or b) one or more of the Products you ordered was listed at an incorrect price due to a human or computer error or an error in the pricing information provided by the supplier or Merchant; or c) HKBN or its Merchant is unable to arrange delivery to the delivery address provided by you (if applicable).d
- 9. We are entitled to refuse, cancel, terminate, change or hold any order at our sole discretion for any reason (including but not limited to any Product in the order being out of stock or sold out or the order being deemed suspicious). If we decide to cancel the order and you have made payment, we will refund to you the relevant amount (if applicable). We will not make any additional compensation to you for such cancelled order.
- 10. We only accept payment by VISA, MasterCard; all orders will be charged in Hong Kong dollars. When you place an order, you shall be deemed to have authorized us to debit from the payment service provider you specify on your order for the amount of the order at the time we send our acceptance of your order. Title to the Product does not pass to you until we have received payment from you.
- 11. We have the right, at any time and in our sole discretion, to accept or reject the payment method selected by you. If no effective payment method is in place (e.g. the information provided by you or the cardholder is inaccurate or outdated) or we suspect, in our reasonable opinion, that you make unusual purchases, your transaction may be suspended or cancelled. We shall not compensate you for such suspension or cancellation.
- 12. Any dispute regarding payment on the invoice must be raised within thirty (30) days of the invoice date notwithstanding, where relevant, any terms to the contrary in any cardholder agreement with the bank or with the payment service provider.
- 13. We use third party payment service to process online transactions. When you place an order, you agree and accept that your information (including credit card information) will be collected, processed, and kept

by a payment service provider subject to third party payment service provider terms and conditions. You agree and accept that you are solely and exclusively responsible for any losses incurred or sustained by you in making online transaction, and in no event shall any such losses in whole or in part be borne by us.

Delivery and Collection of Product

- 1. We provide different collection methods for you to choose, please refer to the product detail page for the collection method applicable to the respective Product.
- 2. Except for the first two days of the Chinese New Year and when Typhoon Warning Signal No. 8 or above or Black Rainstorm Warning is in force, we or the Merchant will arrange delivery to designated areas in Hong Kong from Monday to Sunday. We and the Merchant reserve the right to refuse delivery at our sole discretion.
- 3. You agree and accept the collection method terms and condition as prescribed by us https://cdn.shopify.com/s/files/1/0273/4440/4564/files/ba58e859d732a113420e8174ac78f277.pdf.
- 4. If the collection method chosen is "pickup", unless otherwise specified, we will use reasonable commercial efforts to deliver within [15] days from acceptance of your order.
- 5. Unless otherwise specified, we will send the pickup notification email (redemption letter) in four to six weeks. You shall present the redemption letter to collect the Product(s) at a designated redemption centre within one month from the issuance date of the redemption letter. If the Product you purchased is delivered directly by the supplier, you agree and accept that the delivery arrangement as set out by supplier, we do not assume any liabilities.
- 6. If the Product you purchased is in the form of an e-voucher, we will send the e-voucher to "My Redemption/Offer" in your HKBN account (My HKBN) within 4 weeks after accepting your order. You must check and collect the e-voucher by yourself, no further notice will be provided.
- 7. If the collection method chosen is "pickup" and you fail to pick up the Product within the date specified in the redemption letter, it will be deemed as automatic abandonment, the Product will be forfeited and the relevant payment will not be refunded.
- 8. If the collection method chosen is "pickup", you must present a valid electronic redemption letter to the responsible person at the redemption centre for verification. The redemption code for each order is only available for pickup once. All pickup records shall be subject to the records of system and shall not be objectionable.
- 9. We may deliver the Product once or more times, and some Product may be delivered directly by Merchant.
- 10. Once your delivery arrangement is confirmed, we do not accept any changes to your delivery address. If you request to change the date and time of delivery, we will be entitled to charge an administrative fee as specified from time to time.
- 11. Unless otherwise specified, pick-up or delivery orders can only be arranged if the specified amount is purchased. Delivery of such order is subject to the specified delivery fee per order. For details, please refer to the collection method terms and conditions as set out by us https://cdn.shopify.com/s/files/1/0273/4440/4564/files/ba58e859d732a113420e8174ac78f277.pdf.
- 12. You agree to present identification document with your photo for verification when necessary, including but not limited to age restrictions on Product.
- 13. When the Product is delivered to the delivery address provided by you (if applicable), the Product will be deemed to have been delivered to you and accepted by you. If you are unable to receive the Product for any reason, you agree and accept that we and/or the Merchant have the right to charge you additional fees for additional delivery or cancel your order without refund or compensation.
- 14. Any time and date for dispatch of the Product, issue of pickup notification or the time required for delivery, are estimates only. If we or the Merchant fail to meet any of the stated dates or times, we or the Merchant will notify you of the progress of your order. You agree and accept that under no circumstances will we accept cancellations or issue refunds to you.

15. Once the Product has been delivered to or collected by you (including your representative), it will be held at your own risk and we will not be liable for the loss or damage.

Returns or Exchanges

- 1. Unless otherwise specified, no return or exchange of Product will be accepted. Please read carefully the return or exchange policies stipulated by us and Merchant before ordering.
- 2. You agree and accept that it is at the sole discretion of the Merchant or supplier whether to accept return or exchange of goods. Under no circumstances will we accept returns directly to us or be liable for any damages incurred by you for any reason whatsoever.

Disclaimer of Warranties and Limitation of Liability

- 1. We do not represent or warrant that access to our Website (including using our applications or software), or any part of it, will be uninterrupted, reliable or fault-free.
- Any losses incurred or sustained by you in transmitting payment information shall be borne solely and exclusively by you and in no event shall any such losses be, in whole or in part, borne by us. If you are using a public computer, you shall ensure that you sign out of the platform once you have finished browsing the platform.
- 3. We do not represent or warrant to you that our Website or any of its contents will be accurate, complete or reliable.
- 4. We do not represent or warrant that:
 - 4.1. any services (whether or not provided by us) will be provided with due care and skill; or
 - 4.2. any Product (whether or not provided by us) will be of merchantable quality or will be fit for any purpose (even if that purpose has been previously notified to us).
- 5. No data transmission over the Internet can be guaranteed as totally secure. We strive to protect such information; however, we do not warrant and cannot ensure the security of any information which you transmit to us. You agree that any information which you transmit to us is transmitted at your own risk.
- 6. To the extent permitted by law, we exclude all liability (whether arising in contract, tort or otherwise and whether or not due to our negligence) which we may otherwise have to you as a result of:
 - 6.1. any technical, factual, textual or typographical inaccuracies, errors or omissions on or relating to our Website (including using our applications or software) or any information on our Website;
 - 6.2. the unavailability of our Website (or any part of it), Product or services;
 - 6.3. any delay in providing, or failure to provide or make available, Product or services, or any negligent provision of merchandise or services;
 - 6.4. any Product not being of merchantable quality or fit for their intended purpose; or
 - 6.5. any misrepresentation on or relating to our Website, the Product or the services.

7. Save as required by law:

- 7.1. we will not be liable to you for any indirect or consequential loss, damage or expenses, including loss of profits, business or goodwill, arising out of any problem you notify to us, and
- 7.2. we will have no liability to pay any money to you by way of compensation except otherwise specified in these terms and conditions.
- 8. You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase Product from our Website (if applicable). We

- make no representation and accept no liability in respect of the export or import of the Product you purchase.
- 9. You agree that each of these limitations is reasonable having regard to the nature of our Website and in particular given that when you purchase Product through our Website you will enter into a separate contract with the supplier/Merchant in each case.
- 10. We have the right to (a) specify the payment method for each purchase; (b) specify the collection method for each purchase (whether it is delivery, collection at a designated pick-up point, or other methods specified by us); (c) limit the quantity of Product purchased per order, per item, per time of service, per customer and/or per account; (d) limit the amount billed by a specific payment method within a specified period of time; and/or (e) modify the refund processing method, at any time without further notice. These restrictions may apply to orders placed by the same customer or account or to orders using the same billing and/or delivery/collection address. If there are any changes to the above provisions, we will use the most appropriate method to notify you.
- 11. None of the above exclusions shall affect any statutory rights which are not capable of being excluded. However, in such case our obligation, where permitted by law, will be limited to the resupply of our relevant services or the Product to you.
- 12. Each of the above exclusions or limitations shall be construed as a separate, and severable, provision of these terms and conditions.

Warranties

- 1. You represent, warrant and covenant that you shall not and do not:
 - 1.1. use our Website for any fraudulent or unlawful purpose;
 - 1.2. use our Website to defame, abuse, harass, stalk, threaten or otherwise violate the rights of others, including without limitation others' privacy rights or rights of publicity;
 - 1.3. interfere with or disrupt the operation of our Website or the servers or networks used to make our Website available; or violate any requirements, procedures, policies or regulations of such networks;
 - 1.4. transmit or otherwise make available in connection with our Website any virus, worm, Trojan horse or other computer code that is harmful or invasive or may or is intended to damage the operation of, or to monitor the use of, any hardware, software, or equipment;
 - 1.5. reproduce, duplicate, copy, sell, resell, or otherwise exploit for any commercial purposes, any portion of, use of, or access to our Website (including our applications or software);
 - 1.6. modify, adapt, translate, reverse engineer, decompile or disassemble any portion of our Website (including our applications or software);
 - 1.7. frame or mirror any part of the Website without our express prior written consent;
 - 1.8. create a database by systematically downloading and storing the Content, User Content or any Website content; and
 - 1.9. infringe any copyright, design right and intellectual property right in the Product.

Content

- 1. The information, services and Product provided by the Website are not available in all regions. Only persons permitted by applicable laws may browse the information on the Website and/or accept the services and Product it provides.
- 2. Subject to these terms and conditions, you may use the Content for your own personal purposes.
- 3. Unless you have our prior written consent or you are expressly authorised by law to do so, you shall not:
 - 3.1 use the Content for any commercial or other non-personal purpose;
 - 3.2 make any copies of the Content or transfer the Content to any other device or any other person; or

- 3.3 otherwise reproduce, distribute, communicate to the public, modify, reformat, prepare derivative works of or display the Content.
- 4. You acknowledge and agree that we may cease to supply any of the Content, services or product to you at our sole discretion if you are in breach of any of these terms and conditions.
- 5. We shall use all reasonable commercial endeavours to ensure the accuracy of the Content but gives no warranties and makes no representations, express or implied, statutory or otherwise regarding the accuracy, quality or completeness of the Content or its fitness for any purpose and we exclude any liability relating to it.

Indemnity

1. You agree to hold us and all of our directors, agents, employees, partners, Merchant, suppliers and contractors harmless for any breach of any covenants, warranties, representations and agreements in these terms and conditions (whether direct, indirect, incidental, consequential or otherwise), losses, liabilities, costs and expenses of every nature, including known and unknown, to us and to all of our directors, agents, employees, partners, Merchants, suppliers and contractors shall indemnify and hold us harmless, as well as all disputes arising between us and you in any way with third parties.

Termination

- 1. HKBN may immediately suspend or terminate your order and/or your account, password and/or your right to use the platform.
- 2. HKBN reserves the right to terminate your right to use the platform by giving you not less than thirty-day notice
- 3. Any rights that have accrued to either party at the date of termination will remain enforceable after termination.

Intellectual Property

- 1. You acknowledge that the layout of the Website(s) and any content and materials on the Website(s) is subject to copyright, trade mark and other intellectual property rights. Unless you are expressly authorized, you must not, or allow any person to:
 - copy, sell, reproduce, publish, republish, distribute, upload, download, post, transmit, store in retrieval systems, communicate to the public, modify, alter or display or perform in public, prepare derivative works based on or make an adaptation of, repost or otherwise distribute or use any content or materials on the
 - Website(s) (or any readily identifiable portion of such content or materials) in any way without our prior written consent; or
 - (ii) infringe the intellectual property rights of any person in using the Website(s) or its content or materials; or
 - (iii) use any content or materials on the Website(s) on any other website or in a networked computer environment for any purpose without our prior written consent; or
 - (iv) reverse engineer any content or materials on the Website(s) consisting of downloadable software without our prior written consent.
- 2. You may download materials and content displayed on the platform for non-commercial, or private use only as long as you keep all copyright, trade mark and other proprietary notices intact. In any event, you must not download any materials and content displayed on the Website(s) for non-home personal use including but not limited to commercial use and any such download shall be deemed as an infringement of our copyright, and/or other intellectual property rights.

General

- 1. We may revise these terms and conditions at any time without prior notice. If any dispute arises, the Company's determination shall be final.
- 2. Where these terms and conditions are available in Chinese, the English version is the governing version and shall prevail whenever there is a discrepancy among the versions.
- 3. When purchasing Product through the Website, you agree that we can store, process and use the data you provide for handling your order in accordance with the HKBN Personal Data & Privacy Policy Statement (https://www.hkbn.net/personal/cmsdata/content/queryPdfContents/Q3r4bYgQ18XI1ytpSUJGGiv1hB2DIk7jdWyEQFnN5c.pdf) and Personal Information Collection Statement (https://www.hkbn.net/personal/cmsdata/content/queryPdfContents/1VektYJj3mik1yeQYyox4RWDm5idMXFtUbWFGQMFEIA.pdf). To safeguarding the privacy of all individuals with respect to their personal data, we therefore make sure that our policies and practices in relation to the collection, use, retention, transfer and access of personal data comply with the requirements of the Personal Data (Privacy) Ordinance (Chapter 486) under the laws of Hong Kong.
- 4. We reserve the right at our sole discretion to deny your access to our Website or any part of our Website without notice and to decline to provide our services to any user that is in breach of these terms and conditions.
- 5. You shall not assign or otherwise deal with its rights and obligations under these terms and conditions, whether in whole or in part without our written consent.
- 6. HKBN may appoint any third party including its group companies to provide Product to you on its behalf, or to perform any of HKBN's obligations contained in these terms and conditions and the relevant order.
- 7. You understand and agree that we and/or the Merchant will keep records related to the Product provided (including any telephone conversation records related to the Product and our and the Merchant's services), which are binding and decisive for you. You understand and agree that relevant records can be used as evidence for us and/or Merchant to communicate and transmit information with you, and you shall not be entitled to challenge, claim or dispute the authenticity, reliability and acceptability of relevant records because they are output in electronic form or computer systems; you waive any rights for objection under such ground(s) (if any).
- 8. These terms and conditions set forth the entire agreement and understanding of the parties and supersede all prior agreements, understandings or arrangements, whether oral or written, with respect to the subject matter of these terms and conditions. Neither party is entitled to rely on any agreement, understanding or arrangement not set out in these terms and conditions.
- 9. These terms and conditions are governed by the laws of the Hong Kong Special Administrative Region. You agree to submit to the exclusive jurisdiction of the courts of Hong Kong Special Administrative Region. If any part of this agreement is held to be unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remainder will remain in full force and effect.