

Special Terms and Conditions of HKBNES Global Pocket Wi-Fi Service ("Service")

- Global Pocket Wi-Fi Service is governed by the General Terms and Conditions of HKBN Enterprise Solutions Limited ("HKBNES") (http://www.hkbnes.net/tnc/T&C_Eng.pdf) and these Special Terms and Conditions.
- The Service is a mobile data service supported with designated Pocket Wi-Fi device (product brand name: GlocalMe). Subscriber must use the Service with such designated Pocket Wi-Fi device ("Pocket Wi-Fi Device").
- When Subscriber starts using the Service, it is deemed that Subscriber agrees and accepts these
 Special Terms and Conditions and the terms and conditions of GlocalMe
 (https://www.glocalme.com/index/index/agreement?locale=en-US).
- 4. The Service is only applicable in designated regions and/ or countries ("Designated Regions and/or Countries") (http://www.hkbnes.net/en/gpwifi_coverage). HKBNES reserves the right to add, remove and/or change the Designated Regions and/or Countries without any prior notice. Specific coverage area(s) in Designated Regions/ or Countries depends on the setup of the local network operator(s). HKBNES is not liable for any disputes incurred due to network coverage area(s).
- 5. Upon the commencement of the Service, Subscriber can enjoy the mobile data service in Designated Regions and/or Countries with the Pocket Wi-Fi Device. No Service will be available if Subscriber locates in area(s) out of the coverage of the Service.
- 6. Subscriber can login to "MyAccount" to check the latest mobile data usage record. Subscriber can also refer to the usage information shown on the Pocket Wi-Fi Device (for designated model of Pocket Wi-Fi only). Actual usage record will be subject to the usage records of HKBNES.
- 7. Before using the Service, Subscriber may disable the email, applications, RSS, automatic update function of Podcast as well as the "Mobile Data" and "Data Roaming" setting in mobile device to avoid any unnecessary mobile data usage.
- 8. The Service includes mobile data service only, voice and/or SMS are not available. The service fee covers mobile data service fee only, excluding any other fees incurred during the use of any mobile data usage.
- 9. Subscriber acknowledges that the Service is a form of wireless communication technology and operates on the basis of transmission over radio frequency spectrum. As such it can be interfered with by, and not limited to, external sources or by obstacles inherent in buildings, vegetation or terrain, and HKBNES cannot guarantee a perfect or error free transmission, both in terms of quality or availability of the Service, due to environmental factors, local mobile data network or any other reasons arising from the local network operator(s).



- 10. Each Pocket Wi-Fi Device can be connected to a maximum of 5 mobile devices at one time. Subscriber understands that the mobile data transmission speed will be affected by the number of connected devices using the Service.
- 11. Subscriber shall not use the Service for public Wi-Fi hotspot, and shall abide by local regulations, laws and policies as they may pertain to mobile data usage.
- 12. HKBNES is not responsible for any and all content, information and communications transmitted by Subscriber using the Service. HKBNES has no responsibility for the deletion, corruption or failure to any content transmitted using the Service.
- 13. All unused mobile data is non-refundable and non-exchangeable. Unused mobile data after the lapse of each day or month will be cancelled and cannot be accumulated nor transferred.
- 14. Warranty will be provided for the Pocket Wi-Fi Device within the Contract Period. For problems occurring within the warranty period, Subscriber shall contact the dedicated account manager for repair arrangement with the Pocket Wi-Fi Device, all peripherals and accessories in its packaging with original customer receipt. Any damage of the Pocket WiFi Device caused by user abuse or misuse shall not be covered by the warranty and Subscriber may have to pay for the repair fee. For avoidance of doubt, the warranty will immediately expire upon (i) the termination of the Service, or (ii) expiration of the Contract Period, whichever earlier.
- 15. Subscriber understands that HKBNES is only the reseller of the Global Pocket Wi-Fi Service, provided by Hong Kong uCloudlink Network Technology Limited ("uCloudlink") (https://www.ucloudlink.com). If the Service is terminated, due to uncontrollable and unforeseeable circumstances caused by uCloudlink, HKBNES is not liable for any service provisioning during Contract Period. HKBNES will use its best business endeavors to serve advance notice to Subscriber for such service termination, as HKBNES deems appropriate.
- 16. Subscriber understands that HKBNES is not the supplier of the Pocket Wi-Fi Device. Pocket Wi-Fi Device is a premium and cannot be exchanged for cash and is not transferable. No refund will be offered. HKBNES will not be liable for the quality of the premium.
- 17. In case of any disputes, all mobile data records, time and usage records of HKBNES shall be final and prevail. HKBNES reserves the right to charge Subscriber relevant administration charge for handling the enquiry of usage information.
- 18. HKBNES may immediately terminate and/or suspend partly or entirely the Agreement and/ or the provision of the Service without any notice if HKBNES suspects fraud or misuse of network or resources of HKBNES or its contractors or business partner(s) by any Subscriber.
- 19. Mobile data service in Designated Regions and/or Countries of the Service are provided by respective local network operators. Subscriber acknowledges and understands that there are



- unavoidable factors (such as the failure of local network operators or natural disasters) which may cause service interruption. No refund and compensation will be made by HKBNES in such cases.
- 20. To ensure appropriate usage of communication service by all customers, Subscriber shall use the Pocket Wi-Fi Device in accordance with these Special Terms and Conditions. The local network operators have the right to change its service plans and policies at any time without prior notice. Subscriber shall abide by all usage policies of the local network operators of different regions/countries, and Subscriber agrees and understands that if abnormal traffic occurs within the coverage of the Service provided by the local network operators, such local network operators have the right to interrupt, or restrict the use. HKBNES will not be liable to Subscriber accordingly.
- 21. Unless otherwise provided, words and expressions used herein shall have the same meaning ascribed to them in the General Terms and Conditions of HKBNES.
- 22. In case of any disputes, HKBNES' decision shall be final and conclusive.