

Special Terms and Conditions of Infinite Wi-Fi Service

1. The provision of each of the service and equipment (if any) by HKBNES is governed by the General Terms and Conditions of HKBNES (please visit: hkbnes.net/tnc/T&C_Eng.pdf), relevant Special Terms and Conditions and Other Terms and Conditions as set out herein. The Subscriber is deemed to have accepted all applicable terms and conditions and the relevant tariffs when applying for the above services.
2. The Subscriber can connect to the Service via any devices supporting the Service including laptops, tablet PCs, mobile phones or other Wi-Fi enabled electronic devices under the coverage of the installation location and HKBNES wireless broadband Internet hotspots (hereinafter referred to as the “hotspots”, details please visit hkbnes.net/en/hkbn-wi-fi) by means of username and password; HKBNES reserves the right to alter, delay, terminate or cancel the operation and / or the provision of the Service (in part or in whole). Subscriber can connect to the Service with one Wi-Fi enabled electronic device at one time.
3. HKBNES has the right to revise or enhance the Service, and the Subscriber of the Service must adopt the configuration, equipment or software designated by HKBNES from time to time to support the Service.
4. The Subscriber understands and agrees on the following terms: (i) the operation / provision of the Service is dependent upon the equipment, settings and/or ways of use designated by HKBNES from time to time, and is only applicable to laptops, tablet PCs, mobile phones or other electronic devices installed with suitable hardware and software; (ii) the Service is not applicable at overseas; and (iii) the Subscriber shall be responsible for keeping the username, 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. HKBNES shall not be responsible for any such disclosure and disclaims all liabilities to pay any compensation to the Subscriber therefor.
5. The Subscriber is not allowed to lease, lend or transfer the Service to any third party.
6. 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 HKBNES and/or are licensed to HKBNES 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.
7. The Subscriber understands and agrees that HKBNES shall not be liable for any loss or damage (whether direct or indirect) arising out of the use of the Service, and he/she shall waive any claim against HKBNES for any such loss or damage.
8. The Subscriber understands and agrees that the Service may fail, be interrupted, delayed or suspended due to power failure or any other circumstances beyond HKBNES’ control. However, HKBNES shall endeavour to resume the Service as soon as practicable. HKBNES does not warrant or guarantee the quality, reliability and availability of the Service and accepts no liability whatsoever in relation thereto. In all circumstances, HKBNES shall accept no direct or indirect legal liability for the loss and damage arising from the failure, interruption, delay or suspension of the Service.
9. HKBNES does not control any materials, information, products, or services (collectively, the “Materials”)



on the Internet which Subscriber accesses through the user of the Service. The Internet contains unedited materials, some of which are sexually explicit or may be offensive. HKBNES has no control over and accepts no responsibility for such Materials. Subscriber assumes full responsibility and risk for use of the Materials and the Internet and are solely responsible for evaluating the accuracy, completeness, and usefulness of all Materials and the quality and merchantability of all merchandise provided through the Internet.

10. 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 and its 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.

11. Subscriber expressly acknowledges that there are and assumes all responsibility related to the security, privacy and confidentiality risks inherent in wireless communications and technology and HKBNES does not make any assurances or warranties relating to such risks.

12. The Subscriber must use the Service at HKBNES' broadband Internet hotspots, and HKBNES has the right to revise and announce the relevant hotspots anytime through Third Party Provider (in accordance with the definition hereafter).

13. The Subscriber understands and agrees that HKBNES is providing the Service through a third party service provider ("Third Party Provider"). The operation and use of the Service is dependent on the network coverage and connection provided by the Third Party Provider. HKBNES shall make no warranty on the quality reliability and accessibility or the network of the Service and accepts no liability whatsoever in relation thereto. In all circumstance, HKBNES shall accept no direct or indirect legal liability for the loss and damage arising from the failure, interruption, delay or suspension of the Service. In case the Service is being affected by circumstances which are beyond the reasonable control or cannot be reasonably foreseen by HKBNES, or by any services provided by the Third Party Provider and cause HKBNES to decide that the Service can no longer be provided to the Subscriber, HKBNES 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 subject to the terms and conditions of Third Party Provider and/or agreement between HKBNES and the Third Party Provider.