

Terms and Conditions for Virus Free Email Management Service (Anti-Virus) & Anti-Spamming Service

1. Virus Free Email Management Service (“Ant-Virus Service”) and Anti-Spamming Service are only applicable for Subscriber’s incoming emails via HKBNES and/or third party POP3 mail server.
2. The copyright and all other intellectual properties and other rights of the Services are either owned by or licensed to HKBNES and/or third party. HKBNES and/or third party hereby grants to the Subscriber a non-exclusive and nontransferable license for the Subscriber to use the Service in accordance with this Terms and Conditions and the Services license which accompanies the Services but not further or otherwise. Except to the extent permitted by law, the Subscriber shall not alter, modify, adapt or translate the Services nor decompile, disassemble or reverse engineer the same nor attempt to do any such thing.
3. Subscriber acknowledges that the Services may be provided by a third party service provider, such that the content, manner and the provision of the Services shall be affected by and subject to the terms and conditions of third party service provider and/or agreement/ arrangement made between HKBNES and/or third party service provider from time to time.
4. Disclaimer of Warranty. The Services is provided “as-is” without any warranty whatsoever. Subscriber assumes all risks and responsibilities for selection of the Services to achieve its intended results, and for the use of, and results obtained from the Services. HKBNES makes no warranty that the Services will be error free or free from interruption or failure, or that it is compatible with any particular hardware or software. To the maximum extent permitted by law, HKBNES disclaims all warranties, either express or implied, including but not limited to implied warranties or merchantability, fitness for a particular purpose, and non-infringement with respect to the Services. Subscriber hereby acknowledges that the Services may not be available or become unavailable due to any number of factors, including but not limited to, periodic system maintenance, scheduled or unscheduled, acts of gods, technical failure of the Services, actions or omissions of third parties, delay of virus record in the virus pattern file of its provider or any other cause reasonably beyond the control of HKBNES. Therefore, HKBNES expressly disclaims any express or implied warranty regarding the Services availability, accessibility, or performance.
5. Email notification will be sent to both recipient and sender when virus is found.
6. If virus is found, a warning message will be inserted in the infected email and the infected virus attachment will be permanently deleted from server of HKBNES and/or third party service provider.
7. The Anti-Spamming Service will add a tag of “Spam” or “Suspected Spam” to precede the subject of spam and suspected spam email respectively. For greater clarity, the spam and suspected spam emails will not be deleted and will occupy the mailbox quota. Subscriber is required to make some simple settings in its email account in order to automatically divert these mails to the trash folder.
8. No liability for consequential damages. Subscriber assumes the entire cost of any damage resulting from the use of the Services and the information contained in or compiled by the Services, and the interaction (or failure to interact properly) with any other hardware or software whether provided by HKBNES and/or third party. To the maximum extent permitted by law, in no event will HKBNES or its



providers or its suppliers or licensors be liable for any damages whatsoever (including but not limited to, damages for loss of business profits, business interruption, loss of business information/data, loss of goodwill, work stoppage, hardware or software disruption, impairment or failure, repair costs, time value or other pecuniary loss) arising out of the use of or inability to use the Services, or the incompatibility of the software with any hardware, software or usage, even if you have been advised of the possibility of such damages. In no event will HKBNES' total liability to Subscriber for all damages in any one or more cause of action, whether in contract, tort or otherwise, exceed the amount paid by the Subscriber for the Services.

9. HKBNES and third party service provider are authorized by the Subscriber to delete with any emails together with any attachment that is infected or suspected to be infected by virus.

10. In the event of encountering any spam which HKBNES of the opinion that it would affect the security of its email system, HKBNES shall decide in its sole discretion whether to filter the relevant spam and/or take action as it considers appropriate.

11. Rules for determining spam mails are determined and maintained by HKBNES and are not, and could not be tailor-made for each individual user. HKBNES reserves the rights to alter the said rules from time to time.