

Conditions of Use and Disclaimers for the Use of WiFi-Connected City Programme Facilities

Please read the following conditions of use and disclaimers (“the Conditions”) carefully before using the wireless Internet access service (“this Service”) provided by Yan Chai Hospital 24th Term Board of Directors Social Services Centre (“the Centre”) at this Centre (“Locations”). By using this Service, you agree to accept unconditionally the Conditions which may be revised and/or amended from time to time by the Centre without prior notice to you. If you do not accept the Conditions, you must immediately close the browser and the connection and neither make or permit use of this Service thereafter.

1. Each User shall comply with all applicable laws and regulations of the Hong Kong Special Administrative Region.
2. Each User shall have a Wi-Fi enabled device and related software in order to use this Service. User may use the encrypted connection channel of this Service, which provides better data protection. The Centre does not guarantee that the Service will be compatible with User’s device and related software. The Centre is under no obligation to provide technical support for User’s Wi-Fi enabled devices, including but not limited to their Wi-Fi connection functionality. The Centre does not accept any liability for any loss or damage to User’s Wi-Fi enabled device and related software arising out of or resulting from the use or attempted use of this Service.
3. Each User shall NOT use this Service for accessing web pages containing obscene, indecent or illegal materials, or engaging in illegal gambling or other illegal acts.
4. Each User shall NOT use this Service for any unauthorised uploading or downloading or for any infringement of Intellectual Property Rights of any parties. Any infringement of Intellectual Property Rights may incur civil and criminal liabilities. For more information on the protection of the Intellectual Property Rights, please refer to <http://www.ipd.gov.hk/>.
5. If any unauthorised uploading or downloading or any infringement of Intellectual Property Rights by any User is detected or known, the Centre may take such actions as it considers appropriate against the User including without limitation referring the case to the relevant bodies or authorities for their investigation or action and stopping the User from using this Service.

6. Each User shall be liable for and shall fully indemnify the Centre against all claims, actions, proceedings, liabilities, demands, damages, losses, expenses or costs arising out of or resulting from his/her prohibited or illegal acts, unauthorised uploading or downloading, infringement of Intellectual Property Rights of any party, use of this Service and/or breach of the Conditions.
7. Each User shall NOT cause inconvenience or annoyance to other persons when using this Service. The Centre shall have the power to stop the User from using this Service if any such inconvenience or annoyance is reported or known.
8. Each User acknowledges and agrees that the Centre shall have the power and full discretion to disallow any person from using this Service whenever the Centre considers appropriate.
9. Each User acknowledges and agrees that the Centre will keep logs of activities on the Internet and browsing history of User. The logs will be used by the Centre for service maintenance and compilation of usage statistics. Any information contained in the logs will not be disclosed to any unauthorised person, unless the disclosure is required by law, regulation or court order, or is necessary for law enforcement or preventing or stopping illegal activities or contravention of the Conditions. The Centre will not have or accept any liability, obligation or responsibility whatsoever for any loss, destruction, or damage (including without limitation direct or indirect, special or consequential loss, destruction or damage) howsoever arising from or in respect of the disclosure.
10. Each User acknowledges and agrees that he/she use this Service at his/her own risk. Each User should note that there are risks in using this Service, including without limitation the information security, transmission interruption, delay or failure, and computer virus or malware contraction. The Centre does not guarantee the security of any data transmission using this Service. The Centre will not have or accept any liability, obligation or responsibility whatsoever for any loss, destruction, or damage (including without limitation direct or indirect, special or consequential loss, destruction or damage) howsoever arising from or in respect of any use or misuse of this Service.
11. This Service is provided to each User on an "as-is" basis without expressed or implied warranties or representations of any kind. The

Centre does not guarantee the performance, speed, stability and availability of this Service. (To ensure fair use of public resources, there is bandwidth control of this Service. While the bandwidth allocated to all Users is about 30 Mbps, the actual performance will depend on the number of concurrent users, the signal strength at the spot where the User is located, and other factors affecting the Service.) Each User acknowledges that this Service is not intended for supporting any use which requires fault free or uninterrupted data traffic flow. The Centre will not have or accept any liability, obligation or responsibility whatsoever for any loss, destruction, or damage (including without limitation direct or indirect, special or consequential loss, destruction or damage) suffered by any User and howsoever arising from or in respect of the Service including but not limited to its performance, speed, availability and stability.

12. Each User acknowledges and agrees that he/she carries out any downloading or uploading through using this Service at his/her own risk. The Centre will not have or accept any liability, obligation or responsibility whatsoever for any loss, destruction, or damage (including without limitation direct or indirect, special or consequential loss, destruction or damage) howsoever arising from or in respect of any downloading or uploading through using or misusing this Service.
13. Each User acknowledges and agrees that he/she accesses external websites delivered on or via this portal at his/her own risk. To facilitate access by a User to information provided by or via other parties, this portal may provide or assist in providing links to external websites through its pages. Provision of, or assistance in providing, these links gives rise to no statement, representation or warranty, express or implied, that the Centre agrees or does not disagree with the contents of any such external sites and the Centre will not have or accept any liability, obligation or responsibility whatsoever for any loss, destruction, or damage (including without limitation direct or indirect, special or consequential loss, destruction or damage) howsoever arising from or in respect of any use or misuse of or reliance on the contents of any such external websites delivered on or via this portal.
14. The Conditions shall be governed by and construed in accordance with the Laws of Hong Kong Special Administrative Region. Each User agrees to submit to the exclusive jurisdiction of the courts of Hong Kong Special Administrative Region.

In the Conditions set out above, the following words and expressions shall have the following respective meanings:-:

“Intellectual Property Rights” means patents, trade marks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs or processes and other intellectual property rights of whatsoever nature and wheresoever arising, whether now known or hereafter created, and in each case whether registered or unregistered and including applications for the grant of any such rights.

“User” means any person using this Service at Locations.

Note : If there is any conflict or inconsistency or ambiguity between the English version and the Chinese version, the English version shall prevail.