

## **Terms and Conditions for using "HA Go Wi-Fi"**

Please read the following terms and conditions ("these Conditions") carefully before using the wireless Internet access service ("the Service") provided by Hospital Authority ("HA") at HA premises. By using the Service, each user ("User") agrees to accept unconditionally and be bound by these Conditions which may be revised and/or amended from time to time by HA without prior notice to each User.

### **Use of the Service**

1. Each User shall have a Wi-Fi enabled device and related software in order to use the Service. HA does not guarantee that the Service will be compatible with a User's device and related software. HA is under no obligation to provide technical support for any User's Wi-Fi enabled device.
2. Each User shall comply with all applicable laws and regulations of the Hong Kong Special Administrative Region.
3. Each User shall NOT:
  - (i) resell, sub-license, assign or transfer his/her right to use the Service to any person by whatever means;
  - (ii) hack, break into, access, reverse engineer, use or attempt to hack, break into, access, reverse engineer or use any part of the Service, any data areas on HA's servers for which you have not been authorized by HA, and/or any website of any third party for which you have not been authorized;
  - (iii) tamper, change or modify or in any other ways seek to or attempt to tamper, change or modify HA's network, or copy, encode, digitize, reformat, compress, intercept or tamper with or otherwise manipulate the signals of the Service in any way or by any means;
  - (iv) (or permit any other person to) send or attempt to send or cause to be sent, any commercial electronic message not in accordance with the applicable law;
  - (v) use the Service for sending, uploading, publishing, distributing, transmitting, circulating, accessing or downloading any material, image or content that either causes any harm to any person or is illegal or otherwise unlawful, including any hateful, harassing, pornographic, morally offensive, racist, criminal, quasi-criminal, obscene, indecent, profane, vulgar, seditious, defamatory, libelous, threatening, discriminatory, menacing, improper, immoral or fraudulent content which constitutes or may encourage conduct that would be considered as a criminal offence, give rise to civil liability, promote the excessive, irresponsible or underage consumption of alcohol, or otherwise violate any law or regulation including copyright or trademark laws and the laws of privacy, infringe intellectual property of any parties or be in breach of confidence;
  - (vi) use the Service from any location where certain medical devices may be interfered with, or where a sign is

placed prohibiting, the use of any radio frequency signals, including Wi-Fi and the Service; or

(vii) cause inconvenience or annoyance to other persons when using the Service.

4. Each User acknowledges and agrees that he/she use the Service at his/her own risk. HA does not provide encryption or other security measures to protect any User's system or information a User send or receive over the Internet. As with any Internet connection, there is no inherent security. Each User should note that there are risks in using the Service, including without limitation the information security, transmission interruption, delay or failure, and computer virus or malware contraction, and agree to take responsibility for his/her own online activities and those of the children he/she is supervising and accept responsibility for the installation of firewalls or other security mechanisms to help protect his/her device against unwanted digital traffic or downloads, or unauthorized access to, or use of, his/her personal data or documents. Users are recommended NOT to use the Service to transmit or receive any confidential or sensitive information or data, or make any online payment.
5. Each User acknowledges and agrees that HA shall have the power and full discretion to disallow or terminate any person from using the Service if any User is reported or known to cause inconvenience or annoyance to others or whenever HA considers appropriate.
6. HA reserves the right at all times and at its full discretion to withdraw, change, deactivate, suspend or terminate any and all of the Service, or change the access codes, usernames, passwords or other security information necessary to access the Service, with or without any reason and/or notice to a User.

#### **Disclaimer of Warranties and Limitation of Liabilities**

7. HA does not exercise control over any materials, data, information, contents, services, products or merchandise accessible via the Service or provided through links to third party websites or mobile applications and HA shall not accept any responsibility or liability whatsoever for such materials, data, information, contents, services, products or merchandise.
8. Each User acknowledges and accepts that (i) there are risks relating to the use of the Service and each User shall assume all and any responsibility and liability related to the security, privacy and confidentiality risks arising out of or relating to the Wi-Fi and/or wireless communications and technology; (ii) the Service is provided to each User on an "as-is" basis; and (iii) HA does not make any warranty, undertaking, representation or assurance of any kind relating to the use of the Service or materials, data, information, contents, services, products or merchandise appearing via the Services or provided through links to third party websites or mobile applications.
9. Each User acknowledges and agrees that:
  - (i) HA does not warrant or represent that the Service will be uninterrupted, error-free, or free of computer viruses, worms, software bombs, hidden files, illicit codes, Trojan horse or any other harmful or malicious computer instructions;

- (ii) the Service is not intended for supporting any use which requires fault free or uninterrupted data traffic flow and HA does not guarantee the performance, speed, stability and availability of the Service; and
  - (iii) HA keeps logs of activities on the Internet and browsing history of each User. The logs shall be used by HA for operation and maintenance of the Service. Any information contained in the logs will not be disclosed to any unauthorized 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 these Conditions; and
  - (iv) HA 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 (a) any use or misuse of the Service, including any downloading or uploading via the Service and the performance, speed, availability and stability of the Service; (b) any loss or damage to any User's Wi-Fi enabled device and related software arising out of or resulting from the use, attempted use or misuse of the Service; or (c) HA's disclosure of the logs of activities and browsing history of each User as mentioned in paragraph 9(iii) above.
10. HA makes no express warranties and to the extent permitted by law, each User waives all implied warranties (including without limitation, the warranties of title, non-infringement, merchantability and fitness for a particular purpose) regarding any materials, data, information, contents, services, products or merchandise provided through the Service or the Internet via the Service.
11. Each User acknowledges and accepts that to such extent permitted by law, HA or its employees, agents, representatives or affiliates shall not be liable for any action, claim, proceeding, demand, loss, damage, liability, charge, cost and expense whatsoever and howsoever arising from the use or misuse of the Service, the Internet accessible via the Service by the User or other party and/or the information appearing in or provided through links to third party websites or mobile applications, whether or not authorized by the User.

### **Indemnity**

12. Each User shall be liable for and shall fully indemnify HA against all claims, actions, proceedings, liabilities, demands, damages, losses, expenses or costs arising out of or resulting from or relating to his/her prohibited or illegal acts, unauthorized uploading or downloading, infringement of intellectual property right of any party, use of the Service and/or breach or non-observance of these Conditions.

### **General Provisions**

13. These Conditions are governed by the laws of the Hong Kong Special Administrative Region. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Hong Kong.
14. Any failure, delay, relaxation or indulgence by HA in exercising any of its power or right conferred by these

Conditions does not operate as a waiver of that power or right, unless expressed in writing to be a waiver and signed by HA.

15. Each provision of these Conditions is severable and distinct from the others, and if one or more of such provisions is or becomes invalid, unenforceable or illegal, the other provisions will continue to be effective and binding.
16. The termination of these Conditions and/or the Service shall not affect any accrued rights or liabilities of the parties nor shall it affect the coming into force or the continuance in force of any provision of these Conditions, which is expressly or by implication intended to come into or continue in force on or after such termination.
17. These Conditions have been translated into Chinese and such Chinese version is provided for reference only. The English version of these Conditions shall prevail over any Chinese version in the event of any inconsistency.

## 「HA Go Wi-Fi」服務使用守則

在醫院管理局（醫管局）處所使用醫管局提供的無線上網服務（「本服務」）前，請仔細閱讀以下守則（「本守則」）。使用者使用本服務（「使用者」），即代表無條件接受本守則並受其約束。醫管局可隨時修訂及/或更改本守則，而無需事先作出通知。

### 服務使用

1. 使用者需有支援無線上網的裝置和相關軟件，才可使用本服務。醫管局不保證本服務與使用者的裝置和軟件相容，亦無責任為任何使用者的上網裝置提供技術支援。
2. 使用者須遵守香港特別行政區所有適用法律和規例。
3. 使用者不得：
  - (i) 以任何方式向任何人轉售、再轉授、轉讓或轉移其使用本服務的權利；
  - (ii) 入侵、闖入、進入、反編譯、使用或試圖入侵、闖入、進入、反編譯、使用本服務任何部分、未經醫管局許可的醫管局伺服器上的任何數據區域，及/或未經授權的任何第三方網站；
  - (iii) 篡改、更改或修改或以任何其他方式尋求或試圖篡改、更改或修改醫管局的網絡，或複製、編碼、數碼化、重新格式化、壓縮、攔截、篡改或以任何方式或任何途徑操縱本服務的信號；
  - (iv) （或允許任何其他人）發送、試圖發送或促使發送不符合適用法律的任何商業電子信息；
  - (v) 使用本服務發送、上載、發布、分發、傳送、傳閱、存取或下載任何可能對任何人造成傷害或非法或違法的材料、圖像或內容，包括任何涉及仇恨、騷擾、色情、冒犯、種族主義、刑事、類似刑事、淫褻、不雅、褻瀆、粗俗、煽動、誹謗、中傷、威脅、歧視、威嚇、不正當、不道德或欺詐的內容，而構成或可能鼓勵被認為是刑事罪行，或引致民事責任、鼓吹過量、不負責任或未成年飲酒，或其他觸犯任何法律或規例的行為，包括版權或商標法例、私隱法例，或侵犯任何一方的知識產權或違反保密責任；
  - (vi) 在醫療設備可能受到干擾或展示了禁止使用任何射頻信號（包括無線網絡服務及本服務）標誌的地方使用本服務；或
  - (vii) 使用本服務時對他人造成不便或煩擾。
4. 使用者明白並同意自行承擔使用本服務的風險。醫管局沒有提供加密或其他安全措施，使用者的系統或在網上收發的任何用信息不受保護。與任何網上連接一樣，網絡沒有固有安全性保證。使用者應注意，使用本服務存在風險，包括但不限於信息安全，傳送中斷、延遲或故障，以及電腦病毒或惡意軟件等。使用者同意對自己及其看管的兒童所進行的線上活動負責，並承擔安裝防火牆或其他安全系統的責任，以保護其

裝置免受不必要的流量或下載，或被人未經授權查閱或使用其個人資料或檔案。使用者不應使用本服務傳送或接收任何機密或敏感信息或資料，或進行任何線上支付。

5. 使用者明白並同意，如果醫管局收到舉報或知悉任何使用者對他人造成不便或煩擾，或在醫管局認為合適的情況下，局方可全權決定禁止或終止任何人使用本服務。
6. 醫管局保留權利及完全酌情權，以撤消、更改、取消、暫停或終止本服務及其任何部分，或更改登入碼、用戶名稱、密碼或使用本服務所需的其他保安資料，不論是否給予使用者理由及/或通知。

## 免責聲明和責任限制

7. 醫管局對於透過本服務取覽或通過第三方網站或應用程式連結提供的任何材料、數據、信息、內容、服務、產品或商品無法控制，對於這些材料、數據、信息、內容、服務、產品或商品，醫管局概不承擔任何責任或法律責任。
8. 使用者明白並接受 (i) 使用本服務會涉及風險，使用者須自行承擔因無線網絡及/或無線通訊及科技引致或涉及與安全性、私隱和機密性風險相關的所有和任何責任及法律責任；(ii) 本服務是「依原樣」提供予使用者；(iii) 醫管局對於本服務的使用或透過本服務展示或通過第三方網站或應用程式連結提供的材料、數據、信息、內容、服務、產品或商品不作任何形式的保證、承諾、陳述或核證。
9. 使用者明白並同意：
  - (i) 醫管局不保證或聲明本服務不受中斷、沒有錯誤或電腦病毒、蠕蟲、軟件炸彈、隱藏檔案、非法代碼、特洛伊木馬病毒或任何其他有害或惡意電腦指令；
  - (ii) 本服務非要支持無失誤或不間斷的數據流量使用，醫管局並不保證本服務的性能、速度、穩定性和備用性；及
  - (iii) 醫管局保留每名使用者的網上活動及瀏覽紀錄，並用於本服務的運作和維修。除非法律、規例或法院命令要求，或為執法或預防或制止非法活動或違反本守則所需，否則紀錄內的任何資料不會向未經授權的人透露；及
  - (iv) 對於任何使用者遭受的任何損失、破壞或損害（包括但不限於直接或間接、特殊或招致的損失、破壞或損害），醫管局概不承擔任何法律責任、義務或責任，無論是由於 (a) 對本服務的任何使用或濫用，包括透過本服務及其性能、速度、備用性和穩定性進行的任何下載或上載；(b) 因使用、試圖使用或濫用本服務有關或導致使用者的無線上網裝置及相關軟件的任何損失或損害；(c) 醫管局如前文第 9 (iii) 段所述披露每名使用者的活動和瀏覽紀錄。
10. 醫管局不作出明示保證，並在法律允許的範圍內，使用者放棄對透過本服務或透過本服務經互聯網提供的任何材料、數據、信息、內容、服務、產品或商品的所有隱含保證（包括但不限於所有權、不侵權、適銷性及特定用途適用性的保證）。

11. 使用者明白並接受，無論是因本服務的使用或濫用，使用者或其他人透過本服務瀏覽互聯網及/或因第三方網站或應用程式展示或透過其提供的信息（無論是否經使用者授權）所導致的任何法律行動、索償、訴訟、要求、損失、損害、法律責任、費用、開支及支出（不論損失為何及如何引致），在法律允許的範圍內，醫管局或其僱員、代理、代表或附屬機構概不負責。

## 彌償

12. 使用者須就其不獲准或違法的行為、未經授權的上載或下載、侵犯任何一方的知識產權、本服務的使用及/或違反或不遵從本守則或與之有關而導致的所有索償、法律行動、訴訟、法律責任、要求、損害、損失、費用或開支承擔責任，並向醫管局作出全額賠償。

## 一般條文

13. 本守則受香港特別行政區法律約束。有關各方不可撤銷且無條件地接受香港法院的專屬管轄權。
14. 醫管局在行使本守則賦予的任何權力或權利時，若有任何失誤、延遲、放寬或豁免，均不應視為放棄這些權力或權利，除非醫管局以書面明確表示放棄並作出簽署。
15. 本守則各項條文均可分割及獨立詮釋，若其中一項或多項條文無效或變成無效、不能執行或不合法，其他條文將繼續有效並具約束力。
16. 本守則及/或本服務的終止，並不影響相關各方的任何應有權利或責任，亦不影響守則中任何明示或暗示會在有關終止時或終止後生效或繼續生效的條文。
17. 本守則具中文譯本，中文譯本僅供參考。如中英文版本有任何不一致之處，概以英文本為準。