

Mobile.Net Terms of Use

Last updated: April 11, 2024

1. Introduction

- 1.1. Please read the following Terms of Use carefully.
- 1.2. In these Terms of Use:
 - a. "we", "our" and "us" means AWL Limited, a company registered in Hong Kong, which operates the website <https://mobile.net>, and its subdomains (the "Website"); and
 - b. "you" and "your" means a user of this website.
- 1.3. These Terms of Use set out the terms and conditions on which we agree to make available, and you agree to access and use the Website.

2. Acceptance of the Terms of Use

- 2.1. By using the Website, you agree to be legally bound by these Terms of Use and you agree to the processing of your personal data in accordance with our Privacy Policy, which may be found at https://mobile.net/pdf/mobilenet_privacypolicy.pdf
- 2.2. If you do not agree with these Terms of Use or Our Privacy Policy, you should not use the Website.

Please save and/or print a copy of these Terms of Use and Our Privacy Policy for your future reference.

3. Amendments to Terms of Use

We may amend these Terms of Use from time to time. If we do, we will publish the changes on the Website. It is your responsibility to check the Website periodically for changes to these Terms of Use. The date at the top of this webpage indicates when these Terms of Use were last updated. Amendments to these Terms of Use will take effect as of the date on which we publish the amendments on the Website, and from then on will govern the relationship between you and us in respect of your use of the Website. If you do not agree with the amended Terms of Use, you must not continue to use the Website after the date on which the amendments take effect.

4. Your obligations

- 4.1. You agree not to:
 - a. use or access the Website for any fraudulent or unlawful purpose;
 - b. use or access the Website to impersonate any person or entity;
 - c. interfere with or disrupt the operation of the Website or access to it;

- d. transmit or otherwise make available in connection with the Website or access to it any virus, worm, Trojan horse, time bomb, spyware, or other harmful computer code, file, or program;
- e. restrict or inhibit the ability of any other person to access or use the Website;
- f. modify, adapt, or translate any portion of the Website; or
- g. remove, obscure, or modify any copyright, trademark, or other proprietary rights notice from the Website;

5. Links

- 5.1. From time to time, the Website may include links to third party websites. These links are provided for your convenience only and do not signify that we endorse such third-party websites. We do not review such third-party websites and you acknowledge and agree that:
- a. we are not responsible for such websites, including the terms on which such websites are made available and the privacy policies of such websites, and do not control their content or availability;
 - b. we make no representation, warranty, or condition, either express or implied, in relation to any goods or services or information received from such websites; and if you access any such websites, you do so entirely at its own risk.
- 5.2. You may not frame, link or deep link the Website to any other website without our prior written consent. Should you wish to frame or set up a link or deep link to our Website please contact us via email at: notices@mobile.net

6. Legal disclaimer

- 6.1. Nothing in these Terms of Use is intended to exclude or limit our liability for death or personal injury caused by our gross negligence or for any other liability that cannot be excluded or limited by law.
- 6.2. Save as expressly provided in these Terms of Use, the Website is made available to you on an "as is" basis. We disclaim and do not accept any liability to you in respect of the Website, your use of it or otherwise. It is your responsibility to ensure that the Website is suitable for your intended purposes.
- 6.3. We accept no liability as to the suitability or fitness of the Website in meeting your needs and we exclude to the fullest extent permissible by law all express or implied warranties, representations, conditions, or terms. We give no warranty:
- a. that access to the Website will be uninterrupted or error-free;
 - b. that the Website and/or the computer server from which the Website are made available, are free of viruses or other harmful components; or
 - c. as to the accuracy, content, timeliness, completeness, reliability, quality, or suitability of any content contained in or delivered via the Website or otherwise made available in connection with the Website.

6.4. You also acknowledge and agree that the operation of the Website is dependent upon the proper and effective functioning of the internet and other third-party equipment and services, and that we do not guarantee and will not be liable for these in any way.

6.5. Subject to Section 6.1, and without limitation to Sections 6.2 and 6.3, we will not be liable to you for any special, indirect, or consequential losses or damages, or any loss of data, profits, revenues, business, or goodwill.

7. Intellectual Property Rights

The intellectual property rights in the Website and copyright in all material stored, displayed and accessible on the Website is either owned us or duly licensed by third parties. All such rights are reserved.

8. Governing Law

These Terms of Use and any dispute or claim arising out of or in connection with these Terms of Use or their subject matter (including non-contractual disputes or claims) are subject to laws of Hong Kong and to the exclusive jurisdiction of the courts located in Hong Kong.

9. Dispute Resolution

If any dispute arises between you and us from your use of this website, you agree to first attempt to resolve the dispute through mediation facilitated by JAMS (Judicial Arbitration and Mediation Services). If mediation is unsuccessful in resolving the dispute within a reasonable time frame, you further agree to submit to binding arbitration through the Hong Kong International Arbitration Centre (HKIAC) in accordance with its rules and procedures. Any arbitration award shall be final and binding upon the parties and enforceable in any court of competent jurisdiction.

10. Contact

You may contact us via email sent to notices@mobile.net. You may also write to us via certified or registered mail addressed to:

AWL Limited
c/o mobile.net
Unit 21 - 16th floor
New Tech Plaza
34 Tai Yau Street
San Po Kong
Kowloon, Hong Kong