

## Online Shop Terms and Conditions

### 1. Introduction

By accessing, using or making purchases at the Online Shop, you confirm to have read, understood and accepted the followings which are incorporated and form part of these Terms and Conditions.

- (i) These Terms & Conditions;
- (ii) [CSL Mobile Service Agreement](#);
- (iii) [General Terms & Conditions of hkcs1.com](#);
- (iv) [Online Shop Return and Refund Policy](#);
- (v) [Online Shop Delivery Policy](#); and
- (vi) [HKT Privacy Statement](#).

If there is an inconsistency and conflict among any of the above, these Terms and Conditions shall always prevail to the extent of the inconsistency or conflict.

### 2. Orders

- (a) All Orders placed by you shall be subject to our acceptance.
- (b) We do not accept Orders by any person under the age of 18. By making an Order, you warrant and represent that you are at least 18 years old.
- (c) All Orders are subject to availability.
- (d) We reserve the right to reject, cancel, change or withhold any Order for any reason at absolute our discretion (including without limitation where the Products and Services are out of stock, or in the event of a pricing error at the Online Shop) whether before or after your Order has been confirmed or you have made the payment for the Order. We will contact you through such means as we determine appropriate to inform you of our decision. You agree that we will not be obliged to make any compensation to you or be liable for any loss and damage you may suffer as a result.
- (e) The specifications of the Products and Services, including sizes, dimensions, weights, measures, colours, capacities and other product features or descriptions, provided at the Online Shop are for reference and convenience purposes, and slight variations with actual specifications of the Products and Services may occur. You warrant that you have not relied on any such descriptions made by or on behalf of us or our supplier at the Online Shop and you agree that we or Supplier shall have no liability over such descriptions.
- (f) There may be a limit on the quantity to be purchased for any specific item, for details please refer to the product catalogue.

### 3. Prices and Payment

- (a) When making purchases, redemptions or service application or subscription using your csl online shop account, you warrant that you are the owner of the csl online shop account. All activities that occur under your csl online shop account, whether or not conducted by you, shall be deemed to be activities conducted by you, or with your due authorisation.
- (b) By ordering Products or Services at the Online Shop, you authorise us and/or relevant Supplier(s) (as the case may be) to charge the full amount of the Products or Services all related fees and charges (including but not limited to delivery fee) (collectively, “Prices”) on your selected credit card or by other means of payment as approved by us.

- (c) You agree that you may not claim against us or any of our agents for any mistake, disruption or failure in relation to your chosen payment method. You warrant that you are duly authorised to use your selected credit card or means of payment and are subject to the applicable user agreement of your payment method. You agree that we shall have the right to, at any time and at our sole discretion, accept, reject or modify any credit card or any method of payment selected by you.
- (d) Unless otherwise provided in the terms of supply imposed by us or the supplier(s) (as the case may be), all prices are quoted in Hong Kong dollars and exclusive of any government service tax, value added tax or similar tax (if any) and are subject to change from time to time without prior notice.
- (e) Pricing or typographical errors may occur and in the event that an item of goods or service is listed at an incorrect price, we shall have the right at our sole discretion to decline, cancel or modify any orders placed for that item without any liability or to contact you for purchase instructions based on the correct price information.
- (f) Unless otherwise specified, goods or services purchased or subscribed by you at csl online shop shall be paid for at csl online shop in Hong Kong dollars. The purchase price (or any part thereof), once paid, is non-refundable under any circumstances, unless specified herein or we agree otherwise.
- (g) You hereby authorise us or our billing agent to charge your selected credit card or other means of payment ("**Card Account**") the full amount of the Prices. Your bank, the credit card issuing company and/or other relevant parties ("**Bank**") may charge you additional Prices for making payment with your credit card or other means of payment. Please make enquiries with the Bank for details. You warrant that you have obtained all necessary due authorisations for making payment via the Card Account.
- (h) Unless otherwise specified by us, any disputes regarding the Prices on a statement for the Card Account must be raised with us within 30 days from the date of issuance of statement for the Card Account, notwithstanding, where relevant, any terms to the contrary in any cardholder agreement with the Bank. If we fail to receive your written enquiry within 30 days from the date of issuance of statement for the Card Account, you will be deemed to have agreed with all transactions on the statement for the Card Account.
- (i) If you fail to settle the Prices in full by the payment deadline pursuant to the terms and conditions of the payment method selected, we shall be entitled to cancel or suspend your order, application or subscription until all the Prices and/or any charges are fully received by us.
- (j) As part of order processing procedure, we may screen all orders, application or subscription and reserve the right to withhold or refuse processing any order, application or subscription due to suspected fraud, unauthorised or illegal activities. You may need to provide sufficient information (such as corresponding transaction Approval Code (e.g. SMS from Bank about the transaction) for verification while we may make calls or send emails to you for verification purposes.

#### 4. Delivery

- (a) For delivery costs and arrangement, please refer to the [Online Shop Delivery Policy](#).
- (b) We may deliver the merchandise in one or more instalments.
- (c) Any times and dates given for dispatch of merchandise, or the length of time that merchandise will take to be delivered, are only estimates. If we are unable to meet any stated dispatch or delivery dates or times we will inform you as to the progress of your order. You agree and accept that under no circumstances will we accept cancellation of order or refund.

- (d) You can opt for courier delivery of the Order to your nominated address. We accept Orders for delivery in Hong Kong only. Alternatively, you may opt for pick-up of the Order (if applicable) from our designated physical stores.
- (e) We will not accept any changes to the delivery method once the Order has been confirmed.
- (f) We shall endeavour to arrange to deliver the Products at the delivery address designated by you. We reserve the right to revise any terms of services (including but not limited to the covered areas for delivery, delivery timeframe and/or the delivery fee) from time to time without prior notice.
- (g) In order to protect the interest of you, comply with applicable statutory requirements and manage a complete record of such delivery, our employee or agent may request the designated recipient to produce the credit card which you used for the Order and your original ID Card or other identification document acceptable by us in person for verification of the name of such recipient, age of such recipients (for intoxicating liquor or other restricted Products), the duly completed authorization (if applicable) and any other relevant documents for verification purpose upon delivery. We reserve the right to decline any delivery of the Products/ Services if we are not satisfied with the verification of the recipient and no reasons shall be given.
- (h) All dates quoted by us for the delivery of Products/ Services are estimates only. In no event shall we be liable for any additional or increased cost, loss of profits or goodwill or any other special, incidental direct or indirect or consequential damages due to late delivery or non-delivery of any Products/ Services.
- (i) If you fail to take delivery of the Products/ Services or any part of them more than 30 days after the date of purchase or fails to provide accurate and clear delivery instructions, documents, consents or authorizations required to enable the Products/Services to be delivered, we shall have the sole discretion to dispose of the goods without further notice and without any liability and you will not be entitled to any refund or set off from us for any price paid.
- (j) Any risk in the Products shall pass to you upon the physical delivery of the Products to the address identified by you in your Order, regardless of whether you are the designated recipient of the delivery or not.

## 5. Product Eco-responsibility Ordinance

In accordance to the Producer Responsibility Scheme for Waste Electrical and Electronic Equipment by the Environmental Protection Department all regulated electrical equipment including air-conditioners, refrigerators, washing machines, televisions, computers, printers, scanners, and monitors purchased at the Online Shop will include an optional removal service for related used equipment to you. The used equipment will be delivered to designated recycling facilities and all collected equipment will not be returned upon collection. For more details please visit: [www.hkcsl.com/en/wprs/](http://www.hkcsl.com/en/wprs/).

## 6. Third Party Products and Services

- (a) The Online Shop may contain merchandise or gifts offered by third parties other than us (the “**Third Party Products and Services**”). Your purchase or use of these Third Party Products and Services may be subject to additional terms and conditions and refund and return policies of the Third Party suppliers.
- (b) We do not sponsor, endorse or recommend, expressly or impliedly, any Third Party Products and Services, or any information or content provided by any Third Party Supplier through the Online Shop.
- (c) We disclaim any responsibility or liability for in connection with your use of any Third Party Products and Services. Use of Third Party Products and Services is entirely at your own risk.

## 7. Warranties provided by Suppliers (applicable to purchase of applicable Products only)

- (a) The manufacturer of certain Products may provide certain warranties for such period and on such terms and conditions as may be stipulated in the warranty card or label or otherwise determined by the manufacturer. You must not tamper or allow any other person to tamper with the Products or any part or component of it in any manner including, without limitation, any testing, repair, alteration, disassembling or removal of any part or component or electronic serial number or IMEI number or warranty label or any identification label on the Products. The warranty will be void if any unauthorized alteration, modification or repair is made to the Product or any unapproved parts are used or if the electronic serial number / IMEI number or the warranty label is removed, defaced or altered.
- (b) For all repairs to the Products, you will take the Product to a designated customer service or maintenance centre. All Product submitted for repair will be accompanied by the Invoice issued by us so that we or the manufacturer may verify purchase of the Product and the warranty period. All repairs are subject to and will be provided in accordance with the terms and conditions of the Product's warranty (if any).

## 8. About Clubpoints

- (a) If you are a member of The Club at [www.theclub.com.hk/en.html](http://www.theclub.com.hk/en.html) and you link The Club account with the Online Shop, you will earn Clubpoints when you make purchases on the Online Shop unless otherwise stated. We will credit The Clubpoints to your The Club account approximately 5 working days after all products in the Order are delivered to you. No Clubpoints will be awarded to refunded items. Please refer to [www.theclub.com.hk/en/terms-and-conditions.html](http://www.theclub.com.hk/en/terms-and-conditions.html) for the terms and conditions applicable to Clubpoints.
- (b) You must link the account with the activated The Club account before transaction in order to earn Clubpoints. No retroactive Clubpoints reward will be arranged.
- (c) Unless otherwise specified, the earning of Clubpoints are applicable only to transaction made on the Online Shop.
- (d) You can only earn Clubpoints of their eligible Orders (excluding invalid, cancelled, returned or exchange items).

## 9. Exchange, Return and Refund

- (a) Unless otherwise stated in the Return and Refund Policy, no request for change or refund will be accepted.
- (b) For the Online Shop Return and Refund Policy, please refer to [here](#).

## 10. Disclaimers

- (a) We make no warranties or representations, either expressed or implied with respect to type, quality or fitness of Products or Services provided by or through the Online Shop.
- (b) We are not responsible for:
  - i. any loss or misdirection of, or delay in receiving or processing of any Order, correspondence or requests from you; or general administration of handling enquiries;
  - ii. theft, fraud or unauthorized use of your csl online shop Account or Card Account information;
  - iii. any acts or omissions of third parties;
  - iv. any errors published in relation to the description of or the information in connection with the Products/Services at the Online Shop;
  - v. any loss or corruption of data in connection with your use of the Online Shop; or

- vi. any incidents of system error or technological faults of the Online Shop whether or not such incidents are within our control.

#### **11. Indemnity**

You agree to defend, indemnify, and hold harmless us, our Affiliates, officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of the Online Shop or any breach of these Terms and Conditions.

#### **12. Limitation of Liability**

- (a) We will not be liable to pay you compensation for any consequential, indirect, special, punitive, economic, incidental, collateral or financial loss (including any loss of profits, goodwill, bargain or opportunities, or any loss or corruption of data, or any loss or anticipated savings or business, whether caused by negligence or otherwise and whether arising out of or in relation to or in connection with the Order or the Goods and Services, or any failure to supply or delay in supplying the Goods and Services).
- (b) To the maximum extent permissible by law, the maximum aggregate liabilities of us under any Order shall be limited to the value of such paid by you under such Order.

#### **13. Privacy**

- (a) We collect, process, disclose, retain or use your Personal Data in accordance with the HKT Privacy Statement which can be found at <http://www.hkt.com/legal/privacy.html>.
- (b) If we request Personal Data of User, Service Plan User and yourself from you, you may refuse to provide the Personal Data. However, we may decline to provide the Service to you.
- (c) Unless you tell us otherwise, you agree that your name, address (in part) and phone number(s) for the local line Services may be included in printed directories (if we choose to publish such directories) and directory enquiry services and be disclosed to a third party for related purposes.
- (d) You will, as soon as possible, tell us of any change of address or any other particulars provided to us which may affect our provision of Service to you.

#### **14. Waiver**

A waiver of breach of any specific term in connection with the csl online shop will not constitute a waiver of breach of other terms or a waiver of any prior or subsequent breach of the same term. Under no circumstance will there be any waiver from us unless such waiver is explicitly communicated in any official channel.

#### **15. Governing laws**

This Terms and Conditions and all other terms and conditions applicable to the csl online shop shall be governed by the laws of Hong Kong and any disputes arising out of or related to the csl online shop will be resolved in private in accordance with Hong Kong law through mediation and/or arbitration held within Hong Kong.

#### **16. Headings and Language**

- (a) The section headings used herein are for convenience or reference only and do not form a part of these terms and conditions, and no construction or inference shall be derived therefrom.
- (b) The English version of these Terms and Conditions shall prevail over any Chinese version (if any) which is provided for information purposes only.

## 17. Entire understanding

These Terms and Conditions embody the entire understanding between the CSL and you relating to the Products or the Services available from the csl online shop and there are no promises, terms, conditions or obligations, oral or written expressed or implied other than those contained herein. No amendment or variation of any provision contained in this General Terms and Conditions by you will be effective unless it is in writing and signed by one of our duly authorized representatives.

## 18. Third Party Rights

Save for our affiliates, subsidiaries and holding companies, no other person or entity who is not a party to the Order has any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any terms and conditions and/ or benefit of this Terms and Conditions or the Order.

## 19. Definitions

- (a) "Affiliate" means, in relation to an entity, any other entity which directly or indirectly controls, is controlled by, or is under common control with, such entity.
- (b) "CSL" / "We" means CSL Mobile Limited also known as 香港移動通訊有限公司.
- (c) "CSL Website" means the website of CSL Mobile Limited: <https://www.hkcscl.com/en/>.
- (d) "csl online shop Account" means the virtual account created by you in connection with their use of the Online Shop.
- (e) "Delivery Note" is the document accompanying the shipment of goods that lists the description, and quantity of the goods delivered
- (f) "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.
- (g) "Invoice" means the sales receipt for product purchased
- (h) "Online Shop" means the virtual platform of the Website or any other Websites as determined and owned by CSL from time to time.
- (i) "Order" means any order of Products or Services placed by the Customer at the Online Shop.
- (j) "Personal Data" has the same meaning given to it in the Personal Data (Privacy) Ordinance (Chapter 486, the Laws of Hong Kong).
- (k) "Products" means product(s) sold by CSL or its affiliates via the Online Shop.
- (l) "Product Specification Sheet" means the product information sheet of the Product as set out in the Site.
- (m) "Services" means the service(s) sold by CSL or its affiliates via the Online Shop.
- (n) "Supplier" means the third party supplier of the Products.
- (o) "Third Party Providers" means any third party provider which provides information or Products/Services which is available for your access and use through the Online Shop.

- (p) "Website" means <https://eshop.hkcsl.com> and/or any of its sub-domains.
- (q) "You" means a person who orders Products and/or Services via this Website.
- (r) All capitalized terms in these Terms and Conditions not defined herein have the same definition as per CSL Mobile Service Agreement, available at: <https://www.hkcsl.com/en/Mobile-Service-Agreement-Consumer-Customers/>