

# Terms and Conditions

Updated Time: September, 2019

## **AGREEMENT**

These Terms and Conditions, and the related Forms and web pages they reference, constitute a legal Agreement between You the end user and Wicomm Technologies International Co. , Limited or its affiliate who is the actual service provider ("Wicomm").

## **COMPLIANCE WITH APPLICABLE LAWS**

By entering into this Agreement You expressly confirm that You are legally entitled to enter this Agreement.

## **SERVICE DESCRIPTION**

Wicomm shall make every effort to provide a high level of availability for its MIFI Service. However, Wicomm is unable to guarantee continuous, fault-free operation of its mobile data Service or certain transmission times or capacities. Wicomm reserves the right to service its mobile data Service at any time, which may result in temporary disruptions. No representations or guarantees are made in respect of availability, quality, operation or support for data communication on third-party networks. No guarantee may be given for absolute protection of Wicomm's Service against unauthorized access or interception. Wicomm shall assume no liability for any such occurrence. Wicomm may at any time adapt or interrupt its services. Wicomm may engage at any time a third party to fulfil any of its obligations under this contract.

## **CHARGES**

You will be charged Wicomm's standard rate for the Services unless agreed in writing with Wicomm. The Wicomm Service operates on a pre-pay basis and you will be prompted to pay these rates in advance. A full list of Wicomm's rates for standard Services is published at [www.wicomm.io](http://www.wicomm.io) . These rates may be changed from time to time, entirely at Wicomm's discretion, so you should check the Wicomm website regularly to determine if any changes have been made or announced. If you have no credit in Your Account you will be unable to

initiate a data session.

## **SUSPENSION OR TERMINATION OF SERVICES**

If you need assistance regarding the MIFI Service, please email [service@Wicomm.io](mailto:service@Wicomm.io).

If we reasonably believe the information supplied to us has been given without the knowledge of the person named or it is unauthorised or contains false particulars, we may delay, suspend or terminate your Service.

Under these circumstances you will have no claim against us.

## **RETURNING FAULTY GOODS**

All devices are sold on a non-return basis and may only be returned for credit if found to be faulty within 30 days of dispatch from Wicomm and provided that the following conditions are fully met.

All devices must be fully boxed and in AS NEW condition.

ALL returns must be returned complete: Device, Box, Manual

Wicomm reserve the right to reject returns for credit, if returned goods are found not to meet these requirements, all goods will be returned to you at your own cost and NO Credit will be issued.

All devices returned need to be classified with a reason for return.

IMEI match: - IMEI on Device and Box must match

Wicomm reserve the right to reject returns for credit any devices where the IMEI does not match box and device or the device is damaged or in poor condition.

Please ensure that all items are securely packaged.

All return costs will be covered by Wicomm.

Credit will only be issued upon completion of the above process and once the product has been returned back to us.

Wicomm reserves the right to reject any NFF (No Fault Found) and the unit will be returned to you at your cost.

NFF (No Fault Found) are units that when tested the reported fault or any fault could not be reproduced.

Please note that all returns will be sent to our quality department for testing. Any device which has been used to avail of MIFI services will not be accepted as a return under the Distance Sales regulations and will be returned to you within 7 working days (this does not affect your statutory rights under the Sale Of Goods Acts).

Please note if returning goods we require the original invoice or your full name and address. Without this information we will be unable to identify a returned package as yours and we will not be able to process the return/refund.

When re-packaging the goods, you need to ensure you have included the complete set of product items (including accessories, instruction manual and/or additional items that we originally sent to you, including any free gift.

Please retain proof of posting. The goods remain your responsibility until they are received by us.

#### **ASSIGNMENT OF RIGHTS**

You may not assign your rights under this agreement unless expressly agreed by Wicomm. Wicomm may assign our rights under this agreement to any company that controls Wicomm or that Wicomm controls.

#### **OWNERSHIP**

WicommI is a registered trademark of Wicomm in Hong Kong. The logo and Wicomm are trademarks of Wicomm.

#### **COMPLAINTS**

If you have any complaints about the service, You should send them in the first instance to [service@wicomm.io](mailto:service@wicomm.io).

#### **NO WARRANTY**

While we will endeavour to provide the service with minimum disruptions, we cannot guarantee a fault free Service and You agree to accept the service 'as is'. We reserve the right to suspend the service for technical, operational or other reasons. Wicomm reserves the right to withdraw this service and any additional services at its sole discretion.

THE SERVICE IS PROVIDED ON AN 'AS IS' BASIS, AND YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. Wicomm DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; MERCHANTABILITY; TITLE OR NON-INFRINGEMENT; OR ANY WARRANTY ARISING FROM ANY COURSE OF DEALING, USAGE OR TRADE PRACTICE. Wicomm DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

We reserve the right to make changes to these terms and conditions. You should check the Wicomm website regularly to see if any changes have been made or announced. We will endeavour to provide 30 days advance notice of significant changes, either by posting such notice on our website, or by contacting you directly. If you do not notify us within 30 days of a change then You will have been deemed to accept this change to this Agreement.

#### **LIMITATIONS AND EXCLUSIONS OF WARRANTIES AND LIABILITY**

##### **1. Exclusions of Certain Damages**

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY WHATSOEVER), SHALL Wicomm BE LIABLE FOR ANY DAMAGES YOU MAY SUFFER FROM OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, Wicomm'S NETWORK OR EQUIPMENT, OR THE SERVICE. THIS LIMITATION INCLUDES, BUT IS NOT LIMITED TO, DAMAGES RESULTING FROM LOSS OR THEFT OF DATA; TRANSMISSION DELAYS OR FAILURES; SERVICE INTERRUPTIONS; UNAUTHORIZED ACCESS OR DAMAGE TO RECORDS, SOFTWARE PROGRAMS OR OTHER INFORMATION OR PROPERTY; LOSS OF PROFITS; COST OF COVER; OR ANY OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT OR PUNITIVE DAMAGES, HOWEVER CAUSED. THIS LIMITATION WILL APPLY EVEN IF Wicomm HAS BEEN ADVISED OF, OR IS AWARE OF, THE POSSIBILITY OF SUCH DAMAGES.

BECAUSE SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CERTAIN FORMS OF LIABILITY, SOME OR ALL OF THE EXCLUSIONS SET FORTH IN THIS AGREEMENT MAY NOT APPLY. IF ANY OF SUCH EXCLUSIONS ARE NOT ALLOWED UNDER THE LAWS OF A PARTICULAR STATE OR OTHER JURISDICTION FOR ANY REASON, THEN Wicomm'S MAXIMUM LIABILITY FOR ANY TYPE OF DAMAGES WITH RESPECT TO Wicomm'S NETWORK, EQUIPMENT, OR SERVICES SHALL BE LIMITED TO THE AMOUNT OF MONTHLY SERVICE CHARGES PAID BY CUSTOMER TO Wicomm HEREUNDER FOR THE TWELVE (12) MONTH PERIOD PRIOR TO THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

## 2. Disclaimer of Third Party Actions and Control

Wicomm DOES NOT AND CANNOT CONTROL THE QUALITY OF OTHER PARTIES' NETWORKS TO WHICH Wicomm MUST INTERCONNECT. THEREFORE, Wicomm DISCLAIMS ANY AND ALL LIABILITY THAT MAY ARISE FROM THE PERFORMANCE, INCLUDING FAILURE, OF OTHER PARTIES' NETWORKS.

## 3. Limitation on Remedies

THE SERVICE CHARGE CREDITS LISTED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO YOU FOR ANY FAILURE BY Wicomm TO COMPLY WITH ITS OBLIGATIONS UNDER THIS AGREEMENT, WHETHER SUCH FAILURE RESULTS IN DOWNTIME, NETWORK CONGESTION OR OUTAGES, OR ANY OTHER SERVICE FAILURE.

## **ENTIRE AGREEMENT/SEVERABILITY**

These Terms and Conditions and additional terms and conditions as explicitly identified on the Wicomm website constitute the entire Agreement between You and Wicomm . Should any terms of the Agreement be declared void or unenforceable by any arbitrator or court of competent jurisdiction, such terms will be amended to achieve as nearly as possible the same economic effect as the original Agreement, and the remainder of the Agreement will remain in full force and effect.

## **FORCE MAJEURE**

Wicomm will not be liable for any failure to perform under this Agreement caused, directly or indirectly, by factors beyond its reasonable control, including any acts of God, earthquake, flood, embargo, riot, war, sabotage, terrorist attack, labour shortage or dispute, governmental act or failure of any third-party service or network.

### **Privacy Policy**

Your agreeing to use Wicomm's service indicate your agreement with the Privacy Policy attached to this Agreement and your agreement on Wicomm's provision of service in accordance with the Privacy Policy.

### **CHANGES IN REGULATION**

You and Wicomm understand that regulators, or other bodies of competent legal jurisdiction may impose regulations on IP-based services. If new regulations are imposed on Wicomm, Wicomm is authorized to make changes to this Agreement that reflect the new regulations, and will post such changes on its corporate website and may in addition send email/SMS notices to its customers. Wicomm retains the right to pass on to you any new regulatory fees or taxes that may be imposed by law or regulation.

### **GOVERNING LAW**

This agreement is governed by the laws of Hong Kong. Should a court of competent jurisdiction find that any provision or portion of this Agreement to be unenforceable, the remainder of the terms included herein will continue with full force and effect.

### **ELECTRONIC DOCUMENTS**

Any references in the Agreement to any forms, documents or instruments shall be deemed to refer to the same in both paper and electronic form.

### **COMPANY DETAILS**

Room 3,27/F., Ho King commercial centre, NO.2-16 fayuan street, Mong Kok, Kowloon HK

### **ADDITIONAL SERVICES, FEATURES AND TERMS**

Wicomm may, from time to time, introduce additional services which you will need to sign up to on the web.

These services will be covered by these terms and conditions but you may have additional terms and conditions to which you will need to agree before gaining access

## **LANGUAGE**

We may translate the original English Language version of this Agreement into other languages. If there is any inconsistency or discrepancy between the English Language version and any other language version of this Agreement, the English language version shall prevail

## **FEES AND TAXES**

Your goods may be subject to the customs fees and import duties of the country to which you have your order shipped. These charges are always the recipient's responsibility and are completely beyond our control.