

使用 PAH 病人日誌流動應用程式《條款及細則》

PAH 病人日誌流動應用程式（以下簡稱「流動應用程式」或「本流動應用程式」），是由關心你的心（以下簡稱「我們」）提供。本《條款及細則》適用於所有客戶，包括存取本流動應用程式的任何人士（以下簡稱「客戶」或「你」）。在瀏覽本流動應用程式之前，請客戶細心閱讀本《條款及細則》。

1. 協議

- 1.1 通過使用本流動應用程式，表示你確認你已經閱讀並理解下列的《條款及細則》，並同意這些條款及我們公司的私隱政策，包括所有適用法律和法規的約束，並同意你有責任遵守本地任何適用的法律。如果你非無條件同意所有《條款及細則》，你無權使用本流動應用程式。當你使用本服務則代表你同意所有《條款及細則》。在本網站和流動應用程式所載的一切資料都受適用的版權和商標法律保護。
- 1.2 我們或會定期修改此等《條款及細則》。由於你受此等《條款及細則》約束，請定期查閱本流動應用程式及網站。

2. 收集個人資料聲明

- 2.1 客戶必須確保提供給我們的個人信息是最新，完整和準確。
- 2.2 遵從個人資料（私隱）條例的規定，我們將遵守條例的義務和規定，妥善處理和管理客戶的個人資料。

3. 《條款及細則》的修訂

- 3.1 我們保留在不予事先通知下隨時修改這些《條款及細則》的權利。一旦發生糾紛，我們保留最終決定權。
- 3.2 我們可以在任何時候對流動應用程式、網站，和／或我們的產品和服務，進行必要的維護，以確保所有客戶得到的服務質量。

4. 免責聲明

- 4.1 我們將不會因客戶的流動裝置故障和／或設定錯誤導致未能獲得互聯網服務負上責任。
- 4.2 我們不會對客戶不適當、不小心使用、或誤置流動裝置導致短路或火災，引致的人員傷亡和損失承擔任何責任，我們建議客戶留意和小心使用裝置。
- 4.3 我們可在沒有另行通知下，對全部或部分服務作出我們認為需要的修改或暫停，（例如，維護，升級，安全，緊急或其他理由）。我們會努力盡量減少這種服務中斷。然而，有些中斷是不可避免的。如這情況出現及在可行之下，我們會盡快通知客戶。
- 4.4 我們可能不時改變產品和服務，以遵守適用的安全、法規或法定要求，恕不另行通知。但這種變化不會對產品和服務的性質和範圍、收費有重大影響，我們並不聲明及保證產品本身和服務的運行（或包括第三方提供的相關產品或服務）不會中斷、適時的、安全或正確無誤，或可滿足客戶的特定需求。
- 4.5 在超出我們可控制情況下，產品和服務的質量和供應會受到一定限制，包括但不限於物理、地理和氣候因素。

5. 知識產權

所有在本流動應用程式的軟件及內容(在此定義為任何文字、音訊、音樂、圖像、相片及圖片，或任何包括以上各種的內容)均為我們的知識產權作品，並因此受知識產權、版權條例及國際公約保護。本流動應用程式只供個人使用，並且不可作商業用途。本流動應用程式的內容只可在取得我們及/或其第三方許可人的明確授權下才被引用。未經我們同意或授權，本流動應用程式的內容不可發放在印刷或網上媒體，亦不可複製、販賣或代理。任何未經授權的行為可引致民事責任或刑事制裁。

6. 法律準則

本協議乃根據香港法律解釋，若發生爭議，各方均接受香港法院的獨家審判權規限。

7. 責任限制

7.1 客戶或任何人的任何費用、索償、損壞或損失，不論是直接或間接造成，當中包括任何收入損失，利潤損失或任何隨之產生的合約損失，侵權行為或任何法令或其他(包括此協議所引致或因任何原因與之關連的疏忽)，我們一概無須承擔責任。唯此處並沒有免去我們在其疏忽下所引致的死亡或個人損傷責任。

7.2 我們將盡合理努力以確保本流動應用程式的內容或服務描述的正確及完整，但並不能保證所有內容或服務的描述均為正確、完整、最新及沒有錯誤。我們無須為本流動應用程式上的任何資料錯誤負責。我們有權不時修改或更正本流動應用程式，而無須因此而承擔任何責任。

7.3 我們無須負責為以下任何原因造成的直接或間接延遲或表現失敗或違反合約負責：天災、火災、洪水、意外事故、暴動、戰爭、恐怖襲擊、政府干預、貿易禁運、罷工、勞資糾紛、設備故障（包括但不限於互聯網存取故障）或其他超出我們合理控制的因素。

7.4 我們並不保證本流動應用程式的伺服器或支援本流動應用程式的伺服器沒有包含任何病毒或其他不良組件。客戶必須確保採取適當行動，如使用最新的病毒防護及防火場軟件，以充分保護其個人及任何其設備、軟件及資料。

7.5 我們保留不時修改或更正這裡所有的條款及細則的權利，而無須事前通知。

7.6 我們保留不時撤回或修改任何服務的權利，而無須事前通知。如本流動應用程式因任何原因在任何時間或期間不能使用，我們在任何情況下，均不須負責。

7.7 如有任何爭議，我們所作的決定將為最終及不可推翻。管轄版本如以上條款與細則的英文版本與中文版本之間有任何歧義，應以英文版本為準。

8. 聯絡我們

如對此條款有任何疑問，請透過以下資訊聯絡我們： 電郵：
info@careheart.org.hk

TERMS AND CONDITIONS - USE OF PAH Diary MOBILE APP

This PAH Diary (hereafter: "Mobile App" or "App") is provided to you by Care For Your Heart. (hereafter: "Care For Your Heart", "we", or "us"). These Terms and Conditions (hereafter: "Terms") apply to all customers, including persons who access this Mobile App (hereafter: "Customers" or "you"). Please read these Terms carefully before you access or use this Mobile App.

1. Agreement

1.1 By using this Mobile App, you acknowledge that you have read and understood the Terms set out below and agreed to be bound by these Terms, our Privacy Policy, all applicable laws and regulations and responsible for compliance with any applicable local laws. If you do not agree unconditionally with any of these Terms, you have no right to use this Mobile App. By the use of the service, you agree with all the Terms. The materials contained in this Mobile App are protected by applicable copyright and trade mark law.

1.2 We may periodically amend these Terms. As you are bound by these Terms, please review our app periodically.

2. Personal Information Collection Statement

2.1 Customers must ensure that the personal information provided to us is update, complete and accurate in all respects.

2.2 In compliance with the requirements of the Personal Data (Privacy) Ordinance, we will comply with the obligations and requirements of the Ordinance, proper handling and management of personal data of the user.

3. Amendment of Terms and Conditions

3.1 We reserve the right to amend these Terms at any time without prior notice. In case of disputes, we have the right of the final decision.

3.2 We may at any time carry out necessary maintenance to the Mobile App, and/or our services to ensure the quality of service to all customers.

4. Disclaimer

4.1 We shall not be responsible for any failure or setting errors to customer's mobile device caused by failure to access the internet services.

4.2 We shall not be responsible for short-circuit or fire, casualties and losses to the Customer resulting from any inappropriate, carelessness, use or misplacement of mobile devices by the Customer. We advise customers to pay attention and use the devices with care.

4.3 We may modify or suspend the services, wholly or partially, without notice where such modification or suspension is deemed necessary by us (e.g. for maintenance, upgrading, security, emergency or other valid reasons). All reasonable efforts shall be made to minimize such service disruptions; however, some interruption may be inevitable. We will notify you were and as soon as it is practicable to do so.

4.4 We may, from time to time and without notice, change the products and service in order to comply with applicable safety, regulatory or statutory requirements, provided that such changes do not materially affect the nature or scope of the products and service or the charges. We do not represent and warrant that the products themselves nor the operation

of the services (or related products or services, including those of third parties) will be uninterrupted, timely, secure or error-free or that it will meet your specific requirements

4.5 The quality and availability of the products and services are subject to certain limitations and circumstances beyond our reasonable control including, but not limited to, physical, geographic and atmospheric conditions.

5. Intellectual Property Rights

All software & contents (defined here as any texts, audios, music, images, photos and pictures, or any contents containing the above) of this App are our intellectual property works and hence are protected by intellectual property rights, copyrights laws & international conventions. Our App is for personal use only and not for commercial use. Content of the App can be used only when our explicit authorization and/or our 3rd party licensor is obtained. No content of the App can be published in print or online media, reproduced, sold, or licensed without our consent or authorization. Any unauthorized act may result in civil liabilities or criminal sanctions.

6. Governing Laws

This agreement will be construed in accordance with the laws of Hong Kong and the parties agree to the exclusive jurisdiction of the Hong Kong courts in the event of any dispute.

7. 7. Limit of Liability

- 7.1 We exclude all liability or responsibility for any cost, claim, damage or loss to a customer or any person whether direct or indirect of any kind including loss of revenue, loss of profits or any consequential loss in contract, tort or under any statute or otherwise (including negligence arising out of or in any way related to this Agreement). Save that nothing herein shall limit our liability for death or personal injury arising from our negligence.
- 7.2 We will use our reasonable endeavors to ensure that the contents and products or services in this Mobile Application are accurate and complete but cannot guarantee that all the descriptions of the contents and products or services are accurate, complete, updated and free of error. We shall not be liable for any errors of information posted in our Mobile App. We shall have the right to, from time to time, modify or correct any errors or omissions in the Mobile Application or in any product sales materials, quotations, orders or other materials without incurring any liability.
- 7.3 We shall not be held liable for any delay or failure in our performance or any breach of contract which was directly or indirectly caused by any of the following reasons: acts of God, fire, flood, accident, riot, war, terrorist attack, government intervention, trade embargo, strike, labor dispute, equipment failure (including without limitation, Internet access failure) or other factors beyond our reasonable control.
- 7.4 We do not guarantee that the servers of providing support to our Mobile App do not contain viruses or other harmful components. Customers must ensure that they adequately protect themselves and any of their equipment, software, and data by taking appropriate steps such as using up-to-date antivirus and firewall software.
- 7.5 We reserve the right to modify and revise all terms and conditions herein contained from time to time without prior notice.

- 7.6 We reserve the right to withdraw or modify any services from time to time without prior notice. If this Mobile App becomes unavailable for use at any time or a period of time for whatever reasons, we shall under no circumstances be liable.
- 7.7 In case of disputes, our decision shall be final and conclusive. 8. Governing Version In the event of any discrepancy between the English and Chinese versions of the above terms and conditions, the English version shall prevail.

8. Contacting Us

If you have any questions regarding these Terms, please contact us using the following information:

Email: info@careheart.org.hk