



## Convenience Tool Service Agreement

Before using the convenience tool service (hereinafter referred to as the "Service") of **S.F. Express (Hong Kong) Limited** (hereinafter referred to as "SFHK" or the "Company"), users (hereinafter referred to as "you" or "user") are hereby invited to thoroughly read this "Convenience Tool Service Agreement" (hereinafter referred to as "**this Agreement**").

When you use this Service, it means that you agree to be bound by this Agreement, and it also means that you have established a contractual relationship with SFHK. If you do not agree with any of the terms of this Agreement, you shall not use this Service. Please stop proceeding to the next step immediately. If you continue to proceed to the next step and/or use this Service, it shall be deemed that you agree to this Agreement.

SFHK has the right to immediately terminate this Agreement or any related services, or even immediately stop providing this Service or any part thereof, at any time and for any reason. SFHK may also amend this Agreement or any terms or conditions related to this Service from time to time. Amendments to this Agreement, supplementary terms or policies applicable to this Service will be effective on the date they are posted on the mobile application or official website. If you continue to use this Service after the amended agreement or policy is being released, you agree to be bound by the amended agreement and policy.

In accordance with SFHK's [Data Privacy Policy Statement](#), the Company will collect and use personal information related to this Service. If there are complaints, disputes or conflicts, SFHK may require you to further provide any necessary personal information to resolve the relevant complaints, disputes or conflicts.

### Definition

The "Convenience Tool Service" provided by SFHK means that SFHK Members can rent portable power supplies, umbrellas and other convenience tools from SFHK for the user's personal use at the cost of a specific amount of points through the SFHK mobile application, and undertakes to return convenience tools before the specified time limit. Unless otherwise agreed in writing by the Company, convenience tools are only for user's personal use. SFHK Members are not allowed to use the convenience tools for any commercial purposes.

### Usage Permission and Copyrights



- 2.1 Subject to your agreement and compliance with this Agreement, SFHK grants you limited, non-exclusive, non-delegable, revocable and non-transferable permission to use this Service. Unless otherwise agreed in writing by the Company, please do not use them for any commercial purposes. SFHK reserve all rights under this Agreement and any permissions not expressly granted.
- 2.2 SFHK owns intellectual property rights for any technology, works, applications, trademarks, logos, etc. involved in this Service. Unless otherwise agreed in writing, this Service will not cause any change in intellectual property rights. You may not remove any copyright, trademark or other proprietary notices from any portion of this Service.

### **Supply, Maintenance and Use of Convenience Tools**

- 3.1 You clearly understand and agree that the convenience tools may be provided by SFHK or other third-party providers. The convenience tools will be provided on an "as is" basis and the Company does not guarantee that the convenience tools provided are brand new or make any express or implied representations, representations or commitments about their status.
- 3.2 SFHK is responsible for the daily management and functional inspection of all convenience tools, but this does not mean that the Company is obliged to ensure that all available convenience tools are in a trouble-free state at all times, nor does it mean that the Company makes any representation, statement or promise of any kind regarding the suitability or use of the convenience tools.
- 3.3 Before using this Service, you need to judge by yourself whether the convenience tools meet your purpose of use, whether it can meet your applicable needs, and whether it is suitable or compatible with you or your device(s). When using this Service, please be sure to check the integrity of the components and functions of the convenience tools immediately upon obtaining it, whether it can operate and be used normally, and be familiar with the performance and product description of the convenience tools. Please follow the guidelines below to obtain service support under the following circumstances:
  - 3.3.1 If you find any abnormality in the convenience tools when you obtain them, please immediately notify our company staff of the problem so as to obtain the way forward guideline (such as replacement, return, usage instructions, etc.). If you do not raise any objection when obtaining the convenience tools, it shall be deemed that the components and functions of the convenience tools are complete and can operate and be used normally;



- 3.3.2 If you find any abnormality in the convenience tools during use, please stop using the convenience tools immediately, and contact the service points that provides this Service or call the Company's customer service hotline to report relevant issues so as to obtain service support.
- 3.4 You should properly keep and maintain the rented convenience tools to ensure their safety, integrity and avoid human wear, tear and damage. You should use the convenience tools rationally in a safe and appropriate environment to avoid damage or danger. If there is any damage or loss, you shall be held responsible in accordance with the terms of this Agreement.
- 3.5 You shall not use the rented convenience tools for any illegal or criminal activities, nor shall you use them for any purpose other than legitimate personal use, regardless of whether you make a profit from such activities (including but not limited to assignment, rental, donation, mortgage, pledge, exhibition, etc.). If you violate the foregoing agreements, any consequences, responsibilities or risks arising therefrom shall be borne by you and the Company shall not be responsible therefor. The Company reserves the right to pursue your legal liability and claim compensation from you in accordance with the laws.

### Convenience Tool Rental Rules

- 4.1 Rental restriction: Each account is allowed to rent different types of convenience tools, but only one convenience tool is allowed to be selected for each order, and the rental quantity of each convenience tool is limited to 1 piece.
- 4.2 Rental service fee: This Service requires SFHK Membership Points as the consideration therefor. SFHK Members need to use such points to settle the rental service fee. The Company will deduct the total number of points corresponding to the rental period in one go when renting convenience tools. If you are not an SFHK Members or your SFHK Membership points are insufficient to settle the rental service fee, you will not be able to use this Service.
- 4.3 Points deduction standards: Different convenience tools have different points deduction limits. The specific points deduction standards as announced by the Company from time to time on the mobile application or official website shall prevail.
- 4.4 Rental duration: The rental duration is limited to 3 natural days, and do not support other rental days combination. The first day of rental is counted as 1 natural day, and every subsequent 24 hours is



counted as 1 natural day. Less than 24 hours is counted as 1 natural day, and less than 3 natural days is counted as 3 natural days.

- 4.5 Return: You must go to an SFHK service points that supports convenience tools rental business to return the convenience tools you have rented before the rental period expires.
- 4.6 Renewal: Our Company's mobile application does not currently support online renewal operations. If you need to extend the rental period, you need to go to an SFHK service points that supports convenience tool rental business to return the convenience tools and place a new order to rent the convenience tool.
- 4.7 Deposit: When using this Service, you are required to pay a deposit as a guarantee for your performance of this Agreement.
- 4.7.1 Deposit amount: Different convenience tools have different deposit amounts. For details, please refer to the deposit standards published by SFHK on the mobile application or official website from time to time.
- 4.7.2 Payment: The Company will deduct the corresponding deposit amount from your SFHK Member Recharge Account through the mobile application. If your account balance is not enough to deduct the deposit amount, the account needs to be recharged first until it is sufficient for payment, so as to continue the rental process.
- 4.7.3 Return or deduction: If you return the convenience tools on time and there is no violation of this Agreement, the deposit will be returned to your SFHK Member Recharge Account without interest; if you violate this Agreement, the Company shall have the right to deduct relevant compensation or liquidated damages from the deposit accordingly.
- 4.8 Damage, loss and late return of Convenience Tools
- 4.8.1 When you return the convenience tools, you must ensure that the convenience tools are returned in the same condition as when they were rented out (reasonable wear and tear excepted). If the convenience tools are damaged or broken, SFHK shall have the right to charge the maintenance cost from the deposit. If the convenience tools are damaged or broken due to a force majeure event, you agree that SFHK has the absolute discretion to decide whether to charge the maintenance cost from the deposit;
- 4.8.2 If you lose the rented convenience tools, SFHK shall have the right to confiscate all or part of your deposit as liquidated damages;



- 4.8.3 If you return the convenience tools beyond the due date for whatever reason, SFHK shall have the right to confiscate all or part of your deposit as liquidated damages therefor. If you return the convenience tools on the first natural day after the due date, SFHK shall charge half of the deposit as liquidated damages therefor, and the balance thereof shall be returned to your SFHK Member Recharge Account without interest; if you return the convenience tools on the second natural day after the due date, SFHK shall charge the entire deposit as liquidated damages therefor (one natural day will nevertheless be charged even for less than one natural day).

### **Disclaimer, Limitation of Liability and Indemnity**

- 5.1 SFHK does not make any express, implied or statutory representations and warranties regarding this Service.
- 5.2 You agree to bear all risks arising from your use of this Service.
- 5.3 SFHK is not responsible for any indirect, incidental, special, punitive or consequential damages (including loss of profits, loss of data, personal injury or property damage) or other damages related to any use of this Service. SFHK is not responsible for any damages, liabilities or losses resulting from your use of this Service, even if SFHK has been advised of the possibility of such loss or damage.

### **Miscellaneous Provisions**

- 6.1 Assignment: SFHK may assign all or part of the Company's rights or obligations under this Agreement without notifying you, provided that the Company complies with all applicable laws and regulations regarding the assignment, and the Company shall be exempted from all liabilities after the assignment. You shall not assign all or part of your rights under this Agreement without the consent of SFHK.
- 6.2 Severance: If any provision of this Agreement is held to be invalid or unenforceable in whole or in part by any court or other competent authority, the other provisions of this Agreement and the remainder of the affected provision will remain in effect.
- 6.3 No waiver: SFHK's delay or failure to exercise any of its powers, rights or remedies under this Agreement shall not constitute a waiver, and any single or partial exercise of any power, right or



remedy under this Agreement shall not prejudice any other or further exercise. Any waiver will be effective only if in writing.

- 6.4 **Third Party Rights:** This Agreement shall not create or confer, nor shall it be intended to create or confer, any third party rights. No third party shall have any right to enforce or rely upon any provision of this Agreement which may or may expressly or implicitly confer any rights or benefits, directly or indirectly, on any third party. The application of any law conferring or conferring contractual or other rights on third parties in relation to this Agreement is expressly excluded, including but not limited to the Contracts (Rights of Third Parties) Ordinance (Cap. 623).
- 6.5 **Applicable laws and dispute resolution:** This Agreement shall be governed and interpreted by the laws of the Hong Kong Special Administrative Region. Any disputes related to this Agreement shall be under the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.
- 6.6 **Entire Agreement:** This Agreement contains the entire and complete understanding between the parties and supersedes all previous arrangements and understandings, whether written or oral, relating to the subject matter hereof.
- 6.7 **Survival Provisions:** All provisions of this Agreement relating to the limitation and exclusion of liability, waiver, assumption of risk, guarantee and indemnity shall remain effective after the termination of this Agreement, and all amounts unpaid upon the termination or expiration of this Agreement shall still be deemed to be payable.
- 6.8 In case of any discrepancy between the Chinese and English versions of this Agreement, the Chinese version shall prevail.
- 6.9 In case of any dispute, SFHK reserves the right to make the final decision.
- 6.10 For any enquiries, please contact SFHK Customer Service Hotline at 2730 0273.

[September 2023 Version]