

Nan Fung (AIRSIDE) Electric Vehicle Charging Stations - Terms & Conditions

1. By using the Nan Fung (AIRSIDE) Electric Vehicle Charging Station ("EV Charging Station"), you are deemed to have agreed to these Terms and Conditions (including all changes made from time to time), the regulations governing the AIRSIDE car park, the NF Touch Membership Programme Terms and Conditions (if applicable), the Deed of Mutual Covenant (if any), the Government lease, other applicable terms and conditions and all other applicable law, rules and regulations.
2. The EV Charging Stations are provided by Rich Union Development Limited (the "Provider").
3. The EV Charging Stations shall only be used by electric vehicles ("EV") which are properly licensed and certified by the Government of the Hong Kong Special Administrative Region or its relevant bureau, department, agents or representatives.
4. Charging is only provided for EVs parked at the designated EV parking spaces.
5. The EV Charging Stations are self-service charging stations. Nan Fung Loyalty Program Limited, the owner of AIRSIDE, their group companies and their respective agents and representatives (collectively, "Nan Fung") and the Provider and its agents and representatives assume no undertakings, warranties or guarantees to the quality, standard and function of the EV Charging Stations.
6. Nan Fung and/or the Provider may refuse, restrict, discontinue or suspend any use of the parking spaces, the EV Charging Stations and/or the EV charging service at any time for any reason without prior notice. Without prejudice to the generality of the foregoing, Nan Fung and/or the Provider may refuse, restrict, discontinue or suspend any use of the parking spaces, the EV Charging Stations and/or the EV charging service in the following circumstances: (a) in the event of an emergency or in order to provide resources to emergency or other essential services; (b) if the supply or use of the parking spaces, the EV Charging Stations and/or the EV charging service is or will become unlawful; and/or (c) if, in the reasonable opinion of Nan Fung or the Provider, the provision of parking spaces, the EV Charging Stations and/or the EV charging service is likely to cause death or personal injury or damage to property.
7. Users undertake to comply fully with the applicable user guide and/or instructions in respect of the operation and use of the EV Charging Stations ("User Guide") found in the NF Touch Mobile App.
8. Users are solely responsible for ensuring that the charging is carried out safely and shall avoid any danger, nuisance, injury to person or damage to property. In particular:
 - (a) Users MUST ensure that:
 - their EV and their EV's battery are in good and safe condition and suitable for use with the EV Charging Station;
 - the charging cable is in good condition;
 - their EV is compatible with the charger and the charging plug at the relevant EV Charging Station;
 - the charging cable has been safely plugged into the charger before charging and that the positioning of the charging cable does not create any hazard (including any tripping hazard) to any person(s); and
 - the charging cable is disconnected from the charger and properly stored in the EV after the charging process has been completed and before driving off.
 - (b) Users MUST NOT:
 - over-charge their EV; or
 - detach the charger during the charging process (to stop charging, users must follow the procedures set out in the User Guide).
9. Private vehicles (including vehicles which are not EVs) can be parked at the parking spaces labelled as "Medium Charging" ("Medium Charging Spaces"), subject to these terms and conditions.

10. Only EVs can be parked at the parking spaces labelled as “Fast Charging” (“Fast Charging Spaces”), subject to these terms and conditions.

11. The charging function at the Medium Charging Spaces is only usable by (a) NF Touch Members using the NF Touch Mobile App; and (b) EVs with a Mennekes (Type 2) charging plug, in accordance with the procedures set out in the User Guide. The medium-charging facilities support a charging speed of up to 21kW, but the actual speed may vary, depending on the EV model and other factors.

12. The charging function at the Fast Charging Spaces is only usable by (a) NF Touch Members using the NF Touch Mobile App; and (b) EVs with a CCS2 or CHAdeMO charging plug, in accordance with the procedures set out in the User Guide. The fast-charging facilities support a charging speed of up to 50kW, but the actual speed may vary, depending on the EV model and other factors.

13. In addition to the prescribed parking fee for parking in the AIRSIDE car park:

(a) Use of the charging function at a Medium Charging Space will be charged at the rate of HK\$2.2 per kWh of electricity used; electricity used will be rounded down to the nearest kWh (usage of less than 1 kWh will not be charged).

(b) Use of the charging function at a Fast Charging Space will be charged at the rate of HK\$3 per kWh of electricity used; electricity used will be rounded down to the nearest kWh (usage of less than 1 kWh will not be charged).

(c) Users of a Fast Charging Space will have a 10-minute grace period (“Fasting Charging Space Grace Period”) to: (i) commence using the fast charging service after parking at a Fast Charging Space; or (ii) move his/her EV and to vacate the Fast Charging Space after a charging session at a Fast Charging Space ends. After the lapse of the Fasting Charging Space Grace Period, a penalty will apply at the rate of HK\$2 for every minute (or part thereof) the Fast Charging Space is still occupied by the EV and Nan Fung and the Provider each have a right to impound the relevant vehicle and detain the vehicle until an impounding fee of HK\$320 and all other applicable fees and penalties (including any parking fees) have been fully settled before releasing it. The Fast Charging Space Grace Period is subject to change by Nan Fung and/or the Provider at any time without prior notice.

(d) Nan Fung and the Provider each have a right to impound a vehicle which violates any of these terms and conditions and detain the vehicle until an impounding fee of HK\$320 and all other applicable fees and penalties (including any parking fees) have been fully settled before releasing it.

The Fast Charging Spaces will be CCTV monitored. The record of Nan Fung and/or the Provider (including the relevant time and the electricity used) shall be final and conclusive. Nan Fung and/or the Provider have the right to revise the above fees from time to time for any reasons without prior notice.

14.

(a) Payment for the applicable charges, fees and penalties (if any) must be made by one of the prescribed payment methods specified by Nan Fung and/or the Provider from time to time. Nan Fung and/or the Provider may change the accepted payment methods at any time without notice.

(b) Users must have set up automatic payment with a credit card on the NF Touch Mobile App (“Autopay”) in order to use the charging function at a Medium Charging Space or a Fast Charging Space. If the user does not manually settle the charging fee and all other applicable fees and penalty (if any) via the NF Touch Mobile App within 15 minutes after the charging session is complete, the outstanding charging fee and other applicable fees and penalty (if any) will be automatically settled by way of Autopay using the user’s default credit card for Autopay. Coupons in the NF Touch Mobile App wallet cannot be used if payment is settled by way of Autopay. To apply and use a coupon, the user must select the applicable coupon(s) in the NF Touch Mobile App and complete the payment manually via his/her NF Touch Mobile App within 15 minutes after the charging session is complete.

(c) If, for any reason (including any suspension of Autopay function), there are any outstanding fees (including any outstanding parking fees, EV charging fees or penalties), EV charging service at the Medium Charging Space and the Fast Charging Space will be suspended, and the user will have to settle the outstanding amounts via his/her NF Touch Mobile App before he/she can use the EV charging service.

15. Users shall be responsible for reviewing and confirming that all the information, including but not limited to, the chosen service, the discounts or promotion (if any) and the payment information, are all true, accurate and complete before making the payment. Any discounts, deductions, coupons and privileges shall be applied before making the payment. Confirmation of the payment shall mean that the user accepts all items and amounts, and the payment cannot be reversed or changed. The user shall be solely and fully responsible for all expenses and liabilities arising from his/her use of the EV charging service.
16. All payments will be processed by third party payment service provider(s). Users acknowledge that their credit card and payment information may be stored with third party payment service provider(s) upon confirmation of the service information and payment. To the extent permitted by law, Nan Fung and the Provider will not be liable for any loss or damage (including indirect and consequential loss) suffered by any users by reason of (i) any failure, delay, interruption, suspension or any other restriction affecting their online payment; (ii) any errors, malfunctions or breakdown of their bank's payment mechanism; or (iii) any other matter arising out of, or in connection with, the online payment system.
17. Users must ensure that there is sufficient credit on their Visa or MasterCard credit card to fulfil the payment.
18. Before providing any personal data, users must thoroughly read and accept the Privacy Policy (see <https://www.nftouch.com.hk/en/tnc?type=PrivacyPolicy> or the NF Touch Mobile App) and Personal Information Collection Statement (see <https://www.nftouch.com.hk/en/tnc?type=Pics> or the NF Touch Mobile App) of Nan Fung.
19. Payments cannot be amended or cancelled and users shall not request for any application of discounts, deductions, coupons or privileges once the payment is successful. All transactions cannot be exchanged, refunded, transferred or traded for cash, other products, gifts or services for any reason.
20. Discounts, deductions, coupons or privileges may be offered to designated users from time to time and will be subject to additional terms and conditions. Please refer to the EV Charging Website and the NF Touch Mobile App for updates and details. To use an EV charging e-coupon, once the charging session has been completed, the user needs to manually settle the payment via the NF Touch Mobile App, and apply the EV charging e-coupon for payment reduction before the payment is settled. The remaining unused charging capacity (if any) of a charging e-Coupon will not be refunded.
21. The EV charging service may be subject to delays, errors or omissions resulting from technical issues such as problems with machines, servers or networks, etc., Nan Fung and the Provider shall have no liability for any delays, errors, omissions and/or any loss and/or damage in connection therewith.
22. Users shall be solely responsible for their safety and the safety of their own personal belongings. Nan Fung and the Provider shall not be liable for any loss or damage to any vehicle or any of its accessories, fixtures, fittings or contents (whether such destruction or damage is caused by the negligence, omission, default or act of Nan Fung, the Provider or any other party) at any time whilst the vehicle is in use of the EV Charging Station and/or before/after the use of the EV Charging Station.
23. Nan Fung and/or the Provider shall not be liable for any liability or consequence caused by or in connection with the use of the parking spaces, the EV Charging Stations or the EV charging service. The owner and/or user of the vehicle shall be solely liable for, and shall hold Nan Fung and the Provider harmless and keep them indemnified against, all complaints, claims and/or liabilities arising out of or in connection with the user's use of the parking spaces, the EV Charging Stations and/or the EV charging service, including but not limited to, personal injury, death, damage or loss of properties, loss of profits, damages, loss of confidential or other information, business interruption, etc.
24. The EV Charging Stations and designated parking spaces are available on a first come first served basis. Nan Fung and the Provider do not guarantee their availability and reserve the right to lock, impound, tow or remove any vehicle parked, or permitted to remain at rest, at the designated parking spaces including but not limited to EVs that are in the Fast Charging Spaces but are not charging. Users may be charged the relevant fees, please refer to the NF Touch Mobile App.
25. Nan Fung has the right to modify or amend these terms and conditions at any time without notice.

26. Use of a Medium Charging Space or Fast Charging Space will be deemed to be the acceptance of these terms and conditions (including all relevant changes) by the user.
27. In case of a dispute, Nan Fung reserves the right of final decision on all related matters.
28. The English version of these terms and conditions shall prevail wherever there is any discrepancy between the Chinese and English versions.
29. These terms and conditions shall be construed and governed by the laws of Hong Kong and all relevant parties agree to submit to the exclusive jurisdiction of the courts of Hong Kong.

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Contactless Car Park Service

1. Members can apply to enjoy contactless entry, fee payment and exit service ("Contactless Car Park Service") for designated car parks listed in the NF Touch App ("Designated Car Parks"), subject to these terms and conditions. The list of Designated Car Parks may be updated by Nan Fung from time to time without prior notice.
2. Only private vehicles (excluding motorcycles for the avoidance of doubt) properly licensed and certified by the Government of Hong Kong or its relevant agents or representatives are applicable for the Contactless Car Park Service. Valet parking services, public transport vehicles (including but not limited to taxis), and vehicles entering for loading and unloading of goods are not applicable for Contactless Car Park Service. The registration mark and plate of a vehicle must be displayed in accordance with Schedule 4 of the Road Traffic (Registration and Licensing of Vehicles) Regulations (including any amendments made from time to time), in order to enjoy the Contactless Car Park Service.
3. To complete the application and validation process to enjoy the Contactless Car Park Service, Members are required to:
 - Input his/her licence plate number and Octopus card number for registration in the "Parking" section of the NF Touch App.
 - Link his/her eligible Visa or MasterCard credit card to the NF Touch App.
 - Drive to a Designated Car Park and tap the registered Octopus card at the terminal for car park entry one time for validation.
 - Tap the registered Octopus card at the terminal for car park exit one time for verification (even if there is no outstanding balance).
4. By applying for Contactless Car Park Service, the Member expressly agrees, consents and grants the right to Nan Fung to pass his/her member ID, registered licence plate number(s) and credit card number(s) to relevant third-party service providers and system operators, in accordance with the Privacy Policy (see <https://www.nftouch.com.hk/en/tnc?type=PrivacyPolicy> or the NF Touch App) and Personal Information Collection Statement (see <https://www.nftouch.com.hk/en/tnc?type=Pics> or the NF Touch App) of Nan Fung.
5. Members can register and link more than one eligible credit card to the NF Touch App, and any one of the eligible credit cards can be set as the default credit card. Registration of credit cards can be made in the "My Credit Cards" page in the "Settings" section of the NF Touch App. Members may change the default credit card or remove any registered credit card anytime but must register and link at least one eligible credit card in order to enjoy Contactless Car Park Service.
6. One Member can only register a maximum of five (5) licence plate numbers.
7. Each licence plate number can only be registered and validated by one Member for Contactless Car Park Service.

8. Members can update or remove their registered licence plate number(s) at any time. Nan Fung may remove any registered licence plate number for any reason without any prior notice. A Member shall be responsible for all matters in relation to the licence plate numbers registered under his/her NF Touch account, including all applicable fees charged, any request for refund of fees charged in connection therewith will not be entertained.
9. To enjoy contactless exit service, before exiting the Designated Car Park, Members are required to fully settle all parking fees and other applicable fees by any of the following methods (or combination thereof):-
- (a) redeeming parking privileges and other applicable privileges (if any) in the NF Touch App; and/or
 - (b) enabling the auto-pay feature in the NF Touch App; and/or
 - (c) making payment of the on-the-day parking fees and other applicable fees manually via the NF Touch App; and/or
 - (d) making payment of the on-the-day parking fees at the Car Park Self-serviced Kiosk and making payment of other applicable fees manually via the NF Touch App.
10. If Members have set up automatic payment with a credit card, parking fees will be settled by the default credit card during car exit without card tapping. Receipts will be sent to Members via in-app messages. If a Member settles part of his/her parking fee using other payment means but there are still outstanding parking fees, such outstanding parking fees will be settled by the default credit card automatically when the Member exits the Designated Car Park.
11. Members must ensure that there is sufficient credit on their default credit card to fulfil the payment. If Contactless Car Park Service and/or the auto-pay service is suspended due to technical issue and there are any outstanding fees (including any outstanding EV charging fees or penalties), Members have to settle all outstanding amounts manually before exiting the car park. In the event that there is a payment failure but the Member has exited the Designated Car Park, Contactless Car Park Service will be automatically disabled and the Member will have to settle the outstanding amounts via his/her NF Touch App to reactivate the function.
12. Any discounts, deductions, coupons and privileges need to be applied before a payment is made. Confirmation of a payment shall mean that the Member accepts all items and amounts, that any discounts, deductions, coupons or privileges not applied will not be applied and there will be no refund of any amount paid. In normal cases, and subject to clause 15 below, Members are required to exit the Designated Car Park within a grace period of 15 minutes after settlement of the parking fees. If a Member fails to exit the car park within the grace period, an outstanding fee will apply based on the hourly rate of the Designated Car Park and can only be settled manually at the carpark gate. The grace period is subject to change without prior notice.
13. Members shall be responsible for reviewing and confirming that all the relevant information, including but not limited to the parking time, the parking fee, the discounts or promotion (if any) and payment information, are all true, accurate and complete before auto-payment or before making any payment. In case of dispute, the record of Nan Fung and/or its Affiliates shall be final and conclusive.
14. To the extent permitted by law, Nan Fung and its Affiliates will not be liable for any loss or damage (including indirect and consequential loss) suffered by any Member by reason of (a) any failure, delay, interruption, suspension or any other restriction affecting his/her online payment; (b) any errors, malfunctions or breakdown of his/her bank's payment mechanism; or (c) any other matter arising out of, or in connection with, the online payment system.
15. If the parking fee is settled by free parking redemption, Members are required to exit the car park within the redeemed period, no grace period will be granted. If Members fail to exit the car park within the redeemed period, an outstanding fee will apply based on the hourly rate of the Designated Car Park.
16. Parking fee is charged hourly, any period of time less than an hour is considered as a full hour. The default parking time is 1 hour. Parking fee is counted upon entry time.
17. Nan Fung and its Affiliates reserve the right to pursue their claims through appropriate means for outstanding parking fees against the Members.

18. Nan Fung and its Affiliates will not be held responsible for any loss or damage caused (a) due to malfunction of the Contactless Car Park Service or (b) where the registered licence plate number or information regarding the registered credit card is incorrect or not up-to-date; or (c) in connection with a third-party's access to a Member's NF Touch App.
19. Nan Fung and its Affiliates will not be liable for any loss of or damage to any property (including any vehicles or any goods, articles or appliances inside or outside any vehicles) resulting from or in relation to the registration, adoption or use of the Contactless Car Park Service by Members.
20. By registering or using the Contactless Car Park Service, Members are deemed to have agreed to accept and comply with these terms and conditions, the regulations governing the Designated Car Parks, NF Touch Terms and Conditions and other applicable law, rules, regulations, terms and conditions.
21. Nan Fung reserves the absolute right to change, amend, suspend or terminate the Contactless Car Park Service (including the auto-pay service) and/or these terms and conditions from time to time without any prior notice or liability. In the event of a dispute, Nan Fung reserves the absolute right of final decision.
22. The English version of these terms and conditions shall prevail wherever there is any discrepancy between the Chinese and English versions.
23. These terms and conditions shall be construed and governed by the laws of Hong Kong and all relevant parties agree to submit to the exclusive jurisdiction of the courts of Hong Kong.

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南豐 (AIRSIDE) 電動車充電站條款及細則

1. 使用南豐(AIRSIDE)電動車充電站（「電動車充電站」），即表示您已同意本條款及細則（包括不時作出的所有變更）、管理 AIRSIDE 停車場的守則、NF Touch 南豐會員計劃條款及細則（如適用）、公契（如有）、政府地契及其他適用條款及細則以及所有其他適用法律、規則及規例。
2. 電動車充電站由合裕發展有限公司提供（「提供商」）。
3. 電動車充電站只供已獲香港特別行政區政府或其相關政策局、部門、代理人或代表發出有效牌照及車輛證明文件之電動車（「電動車」）使用。
4. 電動車必須停泊於指定電動車停車位方可進行充電。
5. 電動車充電站為自助充電站。Nan Fung Loyalty Program Limited、AIRSIDE 的擁有人、其集團公司及其各自的代理人及代表（統稱「南豐」）以及提供商及其代理人及代表對電動車充電站的品質、標準及功能不作任何承諾、擔保或保證。
6. 南豐及/或提供商可隨時以任何理由拒絕、限制、中斷或暫停任何人使用停車位、電動車充電站及/或電動車充電服務，恕不另行通知。在不損害上述一般性的原則下，南豐及/或提供商可能在以下情況下拒絕、限制、中斷或暫停您使用停車位、電動車充電站及/或電動車充電服務：**(a)**發生緊急情況或為了向緊急情況或其他基本服務提供資源；**(b)**如果供應或使用停車位、電動車充電站及/或電動車充電服務不合法或將會變得不合法；**(c)**如果南豐或提供商合理認為提供停車位、電動車充電站及/或電動車充電服務可能導致死亡或人身傷害或財產損失。
7. 用戶承諾完全遵守有關電動車充電站操作和使用的適用用戶指南及/或指示（「用戶指南」）。用戶指南請見 NF Touch 手機應用程式。
8. 用戶承擔全部責任確保充電安全進行，並應避免任何危險、滋擾、人身傷害或財產損失。尤其：
 - (a) 用戶必須確保：
 - 他們的電動車和電動車電池狀況良好且安全，適合使用電動車充電站；
 - 充電線狀況良好；
 - 他們的電動車與相關電動車充電站的充電器和充電插頭兼容；
 - 充電前充電線已穩妥插入充電器，且充電線的位置不會對任何人造成任何危險（包括絆倒）；及
 - 充電過程完成後及開動電動車前，已將充電線從充電器拔除並妥善存放於電動車內。
 - (b) 用戶不得：
 - 過度為電動車充電；或
 - 在充電過程中拔下充電器（要停止充電，用戶必須遵循用戶指南中規定的步驟）。
9. 私家車輛（包括非電動車的車輛）可以停泊於標有「中速充電」的停車位（「中速充電位」），但須受本條款及細則約束。
10. 只有電動車可以停泊於標有「快速充電」的停車位（「快速充電位」），並須受本條款及細則約束。
11. 中速充電位的充電功能僅供**(a)**使用 NF Touch 手機應用程式的 NF Touch 會員；及**(b)**配備 Mennekes（Type 2）充電插頭的電動車，按用戶指南中規定的步驟使用。中速充電位支援最高 21 千瓦中速充電，實際充電速度受電動車車種及其他因素影響。

12. 快速充電位的充電功能僅供 (a) 使用 NF Touch 手機應用程式的 NF Touch 會員；及 (b) 配備 CCS2 或 CHAdeMO 充電插頭的電動車，按用戶指南中規定的步驟使用。快速充電位支援最高 50 千瓦快速充電，實際充電速度受電動車車種及其他因素影響。

13. 用戶須支付 AIRSIDE 停車場規定的泊車費，以及以下適用費用：

(a) 使用中速充電位的充電功能將按每千瓦小時電量港幣 2.2 元收費，用電量會下調至最接近的千瓦小時計算(總用電量不足 1 千瓦小時不收費)。

(b) 使用快速充電位的充電功能將按每千瓦小時電量港幣 3 元收費，用電量會下調至最接近的千瓦小時計算(總用電量不足 1 千瓦小時不收費)。

(c) 快速充電位用戶將有 10 分鐘的寬限期（「快速充電位寬限期」）：(i) 在快速充電位停泊後開始使用快速充電服務；或 (ii) 於快速充電位充電完畢後，駛離快速充電位。快速充電位寬限期過後，若電動車仍佔用快速充電位，將按每分鐘港幣 2 元（不足一分鐘亦作一分鐘計算）收取罰款，且南豐及提供商各自有權鎖押及扣留有關的車輛，直至港幣 320 元的鎖押費用以及所有其他適用費用和罰款 (包括泊車費) 已繳付妥當為止。南豐及/或提供商可隨時更改快速充電位寬限期，恕不另行通知。

(d) 南豐及提供商各自有權鎖押任何違反任何條款及細則的車輛。任何被鎖押的車輛均可被扣留，直至港幣 320 元的鎖押費用以及所有其他適用費用和罰款 (包括泊車費) 已繳付妥當為止。

快速充電位受閉路電視監控。南豐及/或提供商的記錄（包括時間及用電量的記錄）為最終及具決定性。南豐及/或提供商有權因任何原因不時修改上述費用，恕不另行通知。

14. (a) 用戶須通過南豐及/或提供商不時指定的付款方式支付適用的收費、費用和罰款（如有）。南豐及/或提供商可隨時更改接受的付款方式，恕不另行通知。

(b) 用戶須在 NF Touch 手機應用程式上綁定信用卡並啟用自動付款（「自動付款」）方可使用中速充電位或快速充電位的充電功能。如果用戶未有在充電完成後 15 分鐘內在其 NF Touch 手機應用程式中手動繳清充電費用以及所有其他適用的費用和罰款（如有），尚欠的充電費用以及其他適用的費用和罰款（如有）將以自動付款方式從預設的信用卡中扣款繳交。在自動付款情況下，不能使用 NF Touch 手機應用程式錢包中的任何優惠券。如欲使用任何優惠券，用戶必須在充電完成後 15 分鐘內在其 NF Touch 手機應用程式中選用適用之優惠券並經 NF Touch 手機應用程式完成手動付款。

(c) 如果因任何原因(包括自動付款功能暫停) 有任何未繳費用（包括任何未繳泊車費、電動車充電費用或罰款），中速充電位及快速充電位的電動車充電服務將會暫停，用戶必須透過其 NF Touch 手機應用程式繳清欠款方可使用有關電動車充電服務。

15. 用戶有責任在付款前檢查並確認所有信息，包括但不限於所選擇的服務、折扣或推廣（如有）以及付款信息均為真實、準確和完整。任何折扣、扣減、優惠券和禮遇均應在付款前使用。確認付款即表示用戶接受所有項目和金額，付款不能撤銷或更改。用戶須自行承擔因使用電動車充電服務而產生的所有費用和責任。

16. 所有付款將由第三方支付服務供應商處理。用戶承認，在確認服務信息和付款後，他們的信用卡及支付信息可能會儲存於第三方支付服務供應商處。在法律准許的範圍內，南豐及提供商不會因 (i) 任何影響用戶網上付款的失誤、延誤、中斷、中止、或限制，或(ii) 用戶的銀行付款系統出現的錯誤、誤差或失靈，或(iii) 由網上付款系統引起或與之相關的任何其他事項，導致用戶蒙受任何損失或損害 (包括間接及相應而生的損失)，而承擔任何責任。

17. 用戶必須確保其 Visa 或 Mastercard 信用卡有足夠的信用額度來支付款項。

18. 在提供任何個人資料前，用戶必須仔細閱讀並接受南豐的私隱政策（參見 https://www.nftouch.com.hk/tc/terms-and-conditions#privacy_policy 或 NF Touch 手機應用程式）及個人資料收集聲明（參見 <https://www.nftouch.com.hk/tc/terms-and-conditions#pics> 或 NF Touch 手機應用程式）。

19. 所有付款不可修改或取消，付款成功後，用戶不得要求使用任何折扣、扣減、優惠券或禮遇。所有交易均不得以任何理由交換、退款、轉讓或兌換現金、其他產品、禮品或服務。
20. 南豐可能會不時向指定用戶提供折扣、扣減、優惠券或禮遇（須受其他條款及細則約束）。請瀏覽電動車充電網站和 **NF Touch** 手機應用程式了解最新資訊和詳情。如欲使用電動車充電電子優惠券，用戶需在完成充電後透過 **NF Touch** 手機應用程式手動付款，並在付款前使用電動車充電電子優惠券扣減有關金額。充電券尚未使用的剩餘充電量 (如有) 將不予退還。
21. 電動車充電服務可能會因機器、服務器或網絡等技術問題而導致延遲、錯誤或遺漏，南豐及提供商對任何延遲、錯誤、遺漏及/或與之相關的任何損失及/或損壞不承擔任何責任。
22. 用戶應對自身安全及個人財物安全負全部責任。對於任何車輛或其任何配件、固定裝置、設備或車內物品，在車輛使用電動車充電站期間及/或使用電動車充電站之前/之後的任何時間有任何損失或損壞，南豐及提供商概不負責（不論該等破壞或損壞是否因南豐、提供商或任何其他方的疏忽、遺漏、違約或行為造成）。
23. 南豐及/或提供商概不負責因使用停車位、電動車充電站或電動車充電服務而引起或與之相關的任何責任或後果。對於因用戶使用停車位、電動車充電站及/或電動車充電服務而引起的或與之相關的所有投訴、索賠及/或責任，包括但不限於人身傷害、死亡、財產損壞或損失、利潤損失、損害賠償、機密或其他信息丟失、業務中斷等，車主及/或用戶須承擔全部責任，使南豐及提供商免受損害，並彌償南豐及提供商。
24. 電動車充電站和指定停車位按照先到先得的原則提供。南豐及提供商不保證於任何時候可供使用，並保留權利鎖押、拖走或移走停泊或任由停留在指定停車位的任何車輛，包括但不限於在快速充電位卻並非充電中的電動車。用戶可能會被收取相關費用，請參閱 **NF Touch** 手機應用程式。
25. 南豐有權隨時修改本條款及細則，恕不另行通知。
26. 使用中速充電位或快速充電位將被視為用戶接受本條款及細則（包括所有相關變更）。
27. 如有任何爭議，南豐保留所有相關事宜的最終決定權。
28. 本條款及細則的中、英文版如有差異，概以英文版本為準。
29. 本條款及細則受香港法律規管，並按照香港法律詮釋。所有相關方均同意接受香港法院的專屬司法管轄權管轄。

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免觸式泊車服務

- 會員可申請使用 **NF Touch** 手機應用程式中列明的指定停車場（「指定停車場」）的免觸式進出及繳費服務（「免觸式泊車服務」），但須受本條款及細則約束。南豐可能會不時更新指定停車場名單，恕不另行通知。
- 只有獲香港政府或其相關代理人或代表發出有效牌照及車輛證明文件的私家車輛(不包括電單車)可享用免觸式泊車服務。代客泊車服務、公共交通工具（包括但不限於的士）及進場裝卸貨物的車輛不可享用免觸式泊車服務。車輛的登記號碼及字牌須按照《道路交通(車輛登記及領牌)規例》附表 4（包括不時作出的任何修訂）展示，方可享用免觸式泊車服務。
- 會員如欲完成申請和驗證過程以享用免觸式泊車服務，須完成以下步驟：
 - 在 **NF Touch** 手機應用程式的「泊車」版面輸入會員的車牌號碼及八達通卡號碼進行登記。
 - 將其合資格的 **Visa** 或 **MasterCard** 信用卡連結到 **NF Touch** 手機應用程式。

- 駕駛至指定停車場，並在停車場入閘機上以已登記的八達通卡拍卡一次進行驗證。
 - 在停車場出閘機上以已登記的八達通卡拍卡一次（即使沒有尚欠費用）。
4. 申請免觸式泊車服務即表示會員明確同意並授予南豐權利，按南豐的私隱政策（參見 <https://www.nftouch.com.hk/tc/tnc> 或 NF Touch 手機應用程式）及個人資料收集聲明（參見 <https://www.nftouch.com.hk/tc/tnc> 或 NF Touch 手機應用程式），將其會員 ID、登記車牌號碼及信用卡號碼傳遞給相關第三方服務供應商及系統運營商。
5. 會員可於 NF Touch 手機應用程式上登記並連結多於一張合資格信用卡，並且可以將任意一張合資格信用卡設置為預設信用卡。登記信用卡可於 NF Touch 手機應用程式「設定」版面的「我的信用卡」頁面進行。會員可隨時更改預設信用卡或刪除任何已登記的信用卡，但必須登記並連結至少一張合資格信用卡才能享用免觸式泊車服務。
6. 一位會員最多只可登記五（5）個車牌號碼。
7. 每個車牌號碼只能由一位會員登記及驗證免觸式泊車服務。
8. 會員可以隨時更新或刪除已登記的車牌號碼。南豐可以以任何理由刪除任何已登記的車牌號碼，恕不另行通知。會員應對與其 NF Touch 帳戶下登記的車牌號碼相關的所有事宜負責，包括支付所有適用費用，任何與此相關的費用退還申請將不予受理。
9. 駛離停車場時如欲享用免觸式服務，會員必須在駛離指定停車場前通過以下任何一種方式（或多種方式組合）繳清所有泊車費及其他適用費用：
- (a) 在 NF Touch 手機應用程式兌換泊車優惠及其他適用優惠（如有）；及/或
 - (b) 在 NF Touch 手機應用程式啟用自動繳費功能；及/或
 - (c) 通過 NF Touch 手機應用程式手動支付當日泊車費及其他適用費用；及/或
 - (d) 通過停車場自助服務機手動支付當日泊車費及通過 NF Touch 手機應用程式手動支付其他適用費用。
10. 如會員已綁定並預設信用卡，泊車費將於車輛駛離停車場時直接從預設信用卡中扣除，無需拍卡。收據將通過應用程式內訊息發送給會員。如會員曾使用其他支付方式繳付部分泊車費，但仍有尚欠泊車費，有關尚欠泊車費將於會員駛離指定停車場時自動從預設信用卡中扣除。
11. 會員必須確保其預設信用卡有足夠的信用額度來支付款項。如免觸式泊車服務及/或自動繳費服務因技術問題而暫停，並且有任何尚欠費用(包括任何尚欠電動車充電費用或罰款)，會員必須在駛離停車場之前手動繳清所有欠款。如果付款失敗但會員已駛離指定停車場，免觸式泊車服務將自動停用，會員必須通過其 NF Touch 手機應用程式繳清欠款方可重新激活該功能。
12. 任何折扣、扣減、優惠券和禮遇均應在付款前使用。確認付款即表示會員接受所有項目及金額、不需要使用任何沒有被使用的折扣、扣減、優惠券或禮遇及任何已支付的金額將不設退款。一般情況下及除第 15 條所述外，會員須於繳付泊車費後 15 分鐘的寬限期內駛離指定停車場。如果會員未能在寬限期內駛離停車場，須按照指定停車場的時租收費支付尚欠費用，會員只能在停車場閘口手動繳費。寬限期如有變更，恕不另行通知。
13. 會員有責任在自動繳費或付款前檢查並確認所有相關信息，包括但不限於泊車時間、泊車費、折扣或推廣（如有）以及付款信息均為真實、準確和完整。如有爭議，南豐及/或其關聯方的記錄為最終及具決定性。
14. 在法律准許的範圍內，南豐及其關聯方不會因 (a) 任何影響會員網上付款的失誤、延誤、中斷、中止、或限制，或(b) 會員的銀行付款系統出現的錯誤、誤差或失靈，或(c) 由網上付款系統引起或與之相關的任何其他事項，導致會員蒙受任何損失或損害 (包括間接及相應而生的損失)，而承擔任何責任。
15. 如泊車費以換領免費泊車優惠方式支付，會員須在換領之免費泊車時段內駛離停車場，不設寬限期。如會員未能在換領之免費泊車時段內駛離停車場，須按照指定停車場的時租收費支付尚欠費用。

16. 泊車費以每小時計算，不足一小時亦作一小時計。每次泊車時間預設為一小時。泊車費於車輛入閘時開始計算。
17. 南豐及其關聯方保留權利通過適當方式向會員追討尚欠泊車費。
18. 南豐及其關聯方將不會對以下原因造成的任何損失或損害負責：(a) 由於免觸式泊車服務故障或 (b) 登記的車牌號碼或信用卡信息不正確或未更新；或 (c) 與第三方使用會員的 **NF Touch** 手機應用程式有關。
19. 南豐及其關聯方對因登記、採用或使用免觸式泊車服務而導致或與之相關的任何財產（包括任何車輛或任何車輛內部或外部的任何貨物、物品或設備）之損失或損壞概不負責。
20. 登記或使用免觸式泊車服務，即表示會員已同意接受及遵守本條款及細則、管理指定停車場的守則、**NF Touch** 條款及細則以及其他適用法律、規則、規例及條款及細則。
21. 南豐保留絕對權利不時更改、修改、暫停或終止免觸式泊車服務（包括自動繳費服務）及/或本條款及細則，而毋須事先通知或承擔任何責任。如有任何爭議，南豐保留最終決定權。
22. 本條款及細則的中、英文版如有差異，概以英文版本為準。
23. 本條款及細則受香港法律規管，並按照香港法律詮釋。所有相關方均同意接受香港法院的專屬司法管轄權管轄。

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