



Business Voice Service Terms and Conditions

Terms and Conditions:

1. This offer is applicable to HGC Global Communications Limited ("HGC") selected buildings only.
2. Estimated service delivery lead-time: 90 working days upon receipt of the order confirmation from Customer.
3. Installation work will be arranged within office hours (Monday to Friday: 09:00-17:30; Saturday: 09:00-13:00, except Sunday and public holidays). Overtime charge will be required for installation work to be carried out during non-office hours.
4. The above monthly service fee and installation fee only cover standard installation work which refers to installation work conducted by HGC using common facilities available at the building, which includes cable, trunking, raiser etc., with permission to use these facilities without additional charge to HGC. Customer shall be liable to pay any extra charge that may be incurred for any installation work which is outside the scope of standard installation work that is not planned or beyond normal provision of the services, including but not limited to high-platform setup, opening ceiling, fixing promat, special internal wiring, dedicated trunking, internal trunking, civil works, wayleave dues, Customer premise equipment, maintenance or site visit for non-HGC network, any surcharges imposed by the building management office ("BMO"), incorporated owner of committee, contractor or any third parties for the provision of the services, etc. The extra charge is subject to the cost, complexity, effort involved and the availability of resources.
5. Customer agrees to subscribe for the Business Voice Service and all other related value-added service ("VAS") during the Fixed Contract Period as set out above (collectively the "Services") and effect the same as from the above service request date or any other date as mutually agreed between Customer and HGC. Customer acknowledges and agrees that the availability and actual activation date of the Services shall be subject to the final confirmation by HGC, and which confirmation may be affected by and subject to HGC's network coverage, capacity, internal trunking within building, site constraints, site survey results, approvals from BMO (if any), licences from various relevant Government authorities (if any), credit approvals and any other reasons beyond the control of HGC. Customer acknowledges and agrees that notwithstanding the final confirmation by HGC as aforesaid, the installation services for effecting the Services, the provision of the Services and the quality of the Services provided by HGC shall also be subject to and conditional upon the circumstantial factors of the installation site and/or the environment and condition of where the Services are to be effected and used. Customer further acknowledges and agrees that HGC shall at its sole and absolute discretion accept, reject, cancel, withdraw and/or vary any part of the subscription of the Services or otherwise by Customer or the provision of the Services to Customer without incurring any liability therefrom.
6. Customer shall give 5 working days' advance notice to HGC for any change of the above service request date. HGC is entitled to charge Customer an administration fee of HK\$600 for each re-scheduling of service request date. Estimated rescheduled service delivery lead-time: 10 working days upon receipt of rescheduling request.
7. In the event that Customer cancels or terminates the Services selected above after having accepted this offer but before commencement of services by HGC (save and except that such cancellation or termination is due to HGC's breach), Customer shall pay to HGC the aggregate of the installation fee/administration charges and an amount equals to six (6) months of the standard monthly service fee for the subscribed for services in connection with HGC's preparation for service provision.
8. Customer must give HGC one month's prior written notice for termination of the Services. In the event of such termination or where HGC terminates the Services due to Customer's default during the Fixed Contract Period, Customer agrees to pay to HGC an early termination charge equivalent to the monthly services fees multiplied by the number of months remaining of the Fixed Contract Period.
9. Customer hereby acknowledges and agrees that immediately upon expiry of the Fixed Contract Period of the Services and/or phone equipment (as the case may be), such contract(s) will be automatically continued and renewed on a monthly basis upon the same terms and conditions as set out herein (except that the monthly fee will be charged at the prevailing standard monthly service fee(s) as shall be determined by HGC from time to time or at the standard monthly service fee as set out in this agreement (whichever is the higher)) unless and until terminated either by HGC or by Customer. For details, please visit HGC's website: www.hgcbiz.com/products-and-services/voice.

10. Termination of the Business Voice Service will automatically lead to termination of any VAS subscribed for.
11. Invoices will be sent to Customer's designated e-mail address. Customer may login through HGC e-Bill portal to view the invoices issued to Customer. If Customer requests for a postal invoice, a service fee of \$30 or of any other amount as shall be determined by HGC from time to time (whichever is higher) will be charged for every copy of postal invoice. Monthly service fee will be billed a) in advance for recurrent and b) in arrears for non-recurrent or usage-based charges. Detailed payment instructions will be shown in the invoice.
12. Unless otherwise stated, Customer shall return any device/equipment provided for the Services in its original form and condition to HGC upon service termination. Customer must not copy, reproduce, re-configure, reverse engineer, decompile or disassemble the device/equipment in any manner. Customer shall pay a device/equipment cost of HK\$9,000 in the event that Customer fails to return the device/equipment or there is any loss or damage to the device/equipment.
13. Separate set of terms and conditions applies to any VAS subscribed for.
14. In the event that Customer having accepted and signed this offer is porting or transferring services from its current licensed service provider to HGC, Customer confirms that it will (i) cancel the service account with its current service provider and authorize such current service provider to release information to HGC relating to Customer account, including but not limited to, account number, services features, trunk information, parameter settings of Customer premises equipment and existing services plans; and (ii) authorize HGC to act on its behalf to switch such telephone services from its current service provider to HGC.
15. During the Fixed Contract Period, Customer shall not change either its subscriber name specified above or change any of its subscribed for service to the one which monthly service fees are lower than that of the said subscribed for service unless with HGC's prior written consent.
16. In case Customer opts for a service plan with a free gift, a redemption letter will be dispatched after settlement of the first invoice of the subscribed for service for gift redemption at a designated redemption center. HGC is not the manufacturer of the gift and will not be responsible for the maintenance, warranty, repair or any claims relating to that gift.
17. All quoted pricing, discount, and provisioning details in this offer should be treated as strictly confidential and apply only within the validity period. All such information should strictly be used by the recipient for the purpose of order evaluation and should not be disclosed to any third party except with the explicit written permission of HGC. HGC reserves the right to amend pricing, discount, provisioning detail etc. in this transaction by serving notice to the recipient before order is placed to us according to the terms and conditions stated in this agreement.
18. The Services are for normal voice communications only and shall not be used for other non-voice or abnormal voice applications. HGC reserves the right to terminate the Services at any time if in HGC's sole opinion, the Customer has used the Services for any non-voice or abnormal voice applications, or the Services are being used beyond normal business usage pattern.
19. This offer supersedes all understandings or prior agreements, whether oral or written, between Customer and HGC in relation to the service specified in this offer.
20. This offer is subject to HGC's final notice. HGC reserves the right to change the terms and conditions of this offer at any time without prior notice and shall have final decision in case of any dispute. For details, please contact our account manager for enquiry and refer to the offer.
21. This offer is subject to HGC's General and Special Terms and Conditions ("Terms and Conditions") which can be found on our website www.hgcbiz.com/terms-and-conditions. If there is any conflict between the terms and conditions specified in this offer and the Terms and Conditions, the former will prevail.

Special Terms and Conditions for Business Broadband Phone Service:

1. Monthly service fee will be chargeable from the date of delivery of broadband phone device/equipment to Customer.
2. HGC will not be liable for any loss or damage to any software and/or hardware installed in Customer's computer or other device/equipment nor be liable to Customer or any third party for any direct or indirect loss or damage and all relevant claims.
3. HGC business broadband phone service will not function during power failure and will not be able to support any lifeline, lifeline device or medical alarm function. Customer shall separately arrange for land line connection for medical or emergency services.

4. As part of service activation, HGC or Customer shall install a broadband phone device/equipment for connection with its network to provide broadband phone service. Customer shall return any device/equipment in its original form and condition to HGC upon service termination (if applicable). Customer must not copy, reproduce, re-configure, reverse engineer, decompile or disassemble the device/equipment in any manner. Customer shall pay a device/equipment cost of HK\$1,200 in the event that Customer fails to return the device/equipment or there is any loss or damage to the device/equipment.
5. Subscriber must provide below requirements for broadband phone service; (i) business broadband network speed at least 10Mbps; (ii) firewall/router (if any) require to turn off the "SIP ALG" setting; (iii) firewall/router (if any) require to open network port UDP 5060 and UDP 16384 - 26383.

Special Terms and Conditions for Phone Equipment:

Customer shall return any device/equipment in its original form and condition to HGC upon service termination. Customer must not copy, reproduce, re-configure, reverse engineer, decompile or disassemble the device/equipment in any manner. Customer shall pay the retail price of the phone equipment. In the event that Customer fails to return the device/equipment or there is any loss or damage to the device/equipment. The price of the phone equipment is available on our website: www.hgcbiz.com/products-and-services/voice.