

Terms and Conditions for Customer Premise Equipment and Service (“CPE”) and Value-Added Service (“VAS”):

1. Unless otherwise specified, the terms and conditions of Business Voice Service, which by their nature or otherwise should be applicable to CPE services upon subscription of the CPE Services.
2. For CPE on rental basis (if applicable),
 - i) In the event that, at any time before the expiry of the Fixed Contract Period, any or all of the CPE and/or VAS mentioned above are terminated, or the above stated quantities of the CPE and/or VAS are reduced or cancelled, or where HGC terminates the CPE and/or VAS 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.
 - ii) Customer hereby acknowledges and agrees that immediately upon expiry of the Fixed Contract Period of the CPE and/or VAS, such contract(s) will be automatically renewed and the Service will be continued. HGC will charge the monthly fee on a monthly basis 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 as set out herein. The extended maintenance service, which is subject to the service availability, will be provided on the condition that the maintenance service agreement is renewed in writing between HGC and Customer before expiry of the Fixed Contract Period or the standard warranty period as stated above (as the case may be). HGC may approach Customer before expiry of the Fixed Contract Period for the renewal of the maintenance service. Upon Customer’s request, a separate quotation for extended maintenance service will be provided.
 - iii) The CPE must be returned in its original form and condition upon termination. HGC reserves the right to claim against Customer for the CPE costs as stated above in CPE Details if any loss or damage. In the event that Customer loses or damages the CPE during the Fixed Contract Period and requests HGC to provide alternative or replacement equipment, HGC will at its sole discretion to procure and provide the same or similar equipment to Customer at Customer’s costs and expenses.
3. For CPE on lease-to-own basis (if applicable),
 - i) In the event that, at any time before the expiry of the Fixed Contract Period, any or all of the CPE and/or VAS mentioned above are terminated, or the above stated quantities of the CPE and/or VAS are reduced or cancelled, or where HGC terminates the CPE and/or VAS 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.
 - ii) HGC reserves the right to demand for the return of the CPE as specified above immediately if any non-payment of all or part of the monthly service fees or early termination charges as stated in clause 3i) above.
 - iii) The CPE mentioned above is leased to Customer during the Fixed Contract Period.
 - iv) The title and ownership of the CPE will transfer to Customer on the condition that all outstanding fees as stated above (including the equipment acquiring fee (if any)) are fully settled by Customer. Customer shall be responsible for the repair or replacement costs and expenses incurred or suffered by HGC due to the loss or damage of the CPE during the Fixed Contract Period. The extended maintenance service fees will apply upon expiry of the Fixed Contract Period (if applicable). Upon Customer’s request, a separate quotation for extended maintenance service will be provided which will be subject to the maintenance service availability and subsequent agreement in writing signed by HGC and Customer.
4. For CPE on one-off buyout basis (if applicable),
 - i) The title and ownership of the CPE shall transfer to Customer upon the payments for the fees as stated above in the section of “Non-Recurrent Charges” (including the equipment acquiring fee (if any)) are fully settled by Customer. The extended maintenance service fees will apply upon expiry of the standard warranty period (if applicable). Upon Customer’s request, a separate quotation for extended maintenance service will be provided which will be subject to the maintenance service availability and subsequent agreement in writing signed by HGC and Customer.

5. Customer should provide and maintain a suitable environment to the CPE. Risks of the Equipment shall pass upon delivery to Customer. Customer shall take appropriate efforts to ensure that the Equipment in its possession will be secured and protected against potential loss and damage.
6. Under no circumstances shall HGC, its employees, agents or sub-contractors be liable for any losses or damages to Customer arising from directly or indirectly out of the use of the CPE and the service provided, any suspension, damage, or malfunction of the CPE and the Services for whatever reason.
7. The CPE and VAS may be either is provided by solely HGC or HGC together with a third party service providers and/or the original manufacturers ("the Vendor"). Customer acknowledges and accepts that use of the CPE and VAS will also be governed by the applicable end-users' license agreement, the terms and conditions issued by HGC and/or the Vendor of the CPE and VAS (as the case may be) which may be subject to change from time to time without prior notice. Unless otherwise stated herein, in the event that CPE and VAS are provided by third party Vendor, Customer is required to directly contact the relevant Vendor to address any issues of the CPE and VAS (including but not limited to maintenance or repair issues). HGC will not be liable to Customer or any loss or damage arising from Customer's use or otherwise of the CPE and VAS provided by third party Vendor.
8. All software products including but not limited to the operating systems embedded in hardware equipment are licensed for use but not sold to Customer. All software and related intellectual property rights shall remain the property of HGC and/or its respective licensor(s) or owners. HGC may use third party software products and services to provide better service. HGC does not guarantee and is not responsible for the operational standard of third party software products and services that are not explicitly included in this offer will meet Customer's expectation.
9. User Acceptance Test ("UAT") to be carried out may be subject to the criteria and procedure agreed between HGC and the vendors. Customer shall sign the User Acceptance Certificate ("UAC") if the UAT is passed satisfactorily when all the deliverables specified in this agreement can be delivered without major technical problems.
10. In the event that the UAT is not passed within the schedule as agreed between Customer and HGC (if any) due to any issue arising from the part of Customer or any third parties (i.e. other than HGC and its appointed service vendor or contractor), HGC shall notify Customer of the same ("UAT Notification") and such an issue shall be resolved by Customer within 14 days from the date of the UAT Notification. Upon expiry of the said 14-day period ("Deemed Acceptance Period"), the delivered system will be deemed to have been accepted by Customer and Customer shall sign the UAC within 3 days unless Customer notifies HGC in writing of non-acceptance with reasonable justification. If Customer fails to sign the UAC within the aforesaid period, the Service request date will commence from the date following the expiry date of the Deemed Acceptance Period and monthly service fee of the Services will apply accordingly.
11. All equipment warranty and maintenance, software subscription and/or software maintenance provided by the original product manufacturers/vendors/distributors shall commence according to the commencement date as determined by these product manufacturers/vendors/distributors (which is normally the product ex-factory date or ship-out date), and shall be provided according to the terms and conditions as stated by the respective product manufacturers/vendors/distributors.
12. HGC makes no warranties, express or implied, as to the CPE and VAS and shall not be liable to Customer or any third parties for any failure, malfunction or non-performance of the same or otherwise in relation to the use of the same. HGC specifically disclaims all implied warranties, including implied warranties of merchantability, fitness for purpose, title or non-infringement of third party rights of the CPE and VAS.
13. Maintenance service does not cover: (i) any technical or other issue arising from accident, casing damage, theft, fire, natural calamity; (ii) unauthorized installation, addition, dismantle, modification, transfer, alteration or repair, misuse, mis-operation or mis-handling of any operation program to any part or the whole of the CPE or the Services by Customer, any users or third party engaged, employed, authorized, caused or allowed by Customer; (iii) any other fault caused by third party hardware/software which is not installed/approved by

HGC; (iv) the serial number on the CPE have been removed, defaced or altered; (v) removal or relocation of the CPE without the approval of HGC; or (vi) any other factors which is outside the reasonable control of HGC, and in which case extra costs may be incurred by Customer for any repair service or remedial action as requested for Services activation or resumption.

14. Customer must not copy, reproduce, re-configure, reverse engineer, decompile or disassemble the CPE in any manner. HGC reserves the right to claim against Customer the costs for any loss or damage to the CPE.
15. Separate set of terms and conditions applies to any VAS subscribed for.
16. Invoices will be sent to Customer's designated e-mail address. Customer may login through the 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.
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. Customer shall provide correct details of installation address ("**Installation Address**") and all other information as requested by HGC to facilitate installation and provision of the Service. HGC shall not be liable for any loss or damage due to the delay in provision of the Service arising from any incorrect information provided by Customer. HGC shall have the absolute discretion to determine whether the Installation Address is appropriate for provision of the Service and installation of the CPE.
19. Customer is solely responsible for the security, protection and backup of its own data when using the Service. The Service does not provide backup service to any of the data of Customer. 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 arising from Customer's use of the Service.
20. Notwithstanding other provisions stated herein, the aggregate liability of HGC and any other suppliers/licensors engaged by HGC to Customer under this offer shall be limited to the total amount of service fee which HGC received from Customer during the six months' period preceding the event or circumstances giving rise to such liability.
21. 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.
22. 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.
23. This offer is subject to HGC's General and Special Terms and Conditions, which can be found on our website <https://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.