



**Terms and Conditions for Customer Service Charge Offer:**

1. Customer agrees to subscribe for this offer during the Fixed Contract Period as set out (the “Services”) and effect the same as from the 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. 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.
2. For the Services on rental basis (if applicable),
  - i) 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;
  - ii) Customer hereby acknowledges and agrees that immediately upon expiry of the Fixed Contract Period of the Services, such contract(s) will be automatically renewed and the Services 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.
3. The Services may be provided by either HGC alone or HGC together with a third party service providers and/or the original manufacturers (“the Vendor”). Customer acknowledges and accepts that use of the Services will also be governed by the applicable end-users’ license agreement, the terms and conditions issued by HGC and/or the Vendor (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 Services are provided by third party Vendor, Customer is required to directly contact the relevant Vendor to address any issues of the Services (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 Services provided by third party Vendor.
4. 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.
5. HGC makes no warranties, express or implied, as to the Services 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 Services.
6. 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 equipment or the Services by the Customer, any users or third party engaged, employed, authorized, caused or allowed by the Customer; (iii) any other fault caused by third party hardware/software which is not installed/approved by HGC; (iv) the serial number on the equipment have been removed, defaced or altered; (v)

removal or relocation of the equipment 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.

7. 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.
8. 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.
9. Customer shall provide correct details of service address ("**Service Address**") and all other information as requested by HGC to facilitate provision of the Services. HGC shall not be liable for any loss or damage due to the delay in provision of the Services arising from any incorrect information provided by the Customer. HGC shall have the absolute discretion to determine whether the Service Address is appropriate for provision of the Service.
10. 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.
11. Notwithstanding other provisions stated herein, the aggregate liability of HGC and any other suppliers / licensors engaged by HGC to the Customer under this offer shall be limited to (a) 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; or (b) the monthly services fees multiplied by the number of months remaining of the Fixed Contract Period counting from the event or circumstances giving rise to such liability, whichever is lower.
12. 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.
13. 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.
14. This offer is subject to HGC's General and Special Terms and Conditions, which can be found on our website [www.hgcbiz.com/terms-and-conditions](http://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.