



Terms and Conditions for Dedicated Internet Access Premium Service (“DIA Premium Service”) and Value-Added Service (“VAS”):

1. This offer is applicable to HGC Global Communications Limited (“HGC”) selected commercial buildings only.
2. 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.
3. The 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.
4. Customer agrees to subscribe for the DIA Premium Service and all other related VAS during the Fixed Contract Period as set out (collectively 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, 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), licenses 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 actually 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.
5. Customer shall give 5 working days’ advance notice to HGC for any change of the 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.
6. The relevant bandwidth may be available only at selected buildings and on selected floors due to wiring or other physical constraints within the buildings. It refers to the maximum bandwidth that is achieved between a Customer’s premises and HGC’s international gateway which may be different from the actual speed performance that a Customer may experience. The attainment of the relevant bandwidth depends on various factors, including but not limited to, HGC network coverage, building infrastructure, performance and configuration of computers.

7. 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.
8. Customer hereby acknowledges and agrees that immediately upon expiry of the Fixed Contract Period of DIA Premium Service and/or VAS, 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 rate as shall be determined by HGC from time to time or at the standard monthly service fee as set out in this agreement (as the case may be)) unless and until terminated either by HGC or by Customer.
9. Connection Interface: Ethernet. Access Method: Metro Ethernet.
10. 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.
11. Equipment provided by HGC must be returned in its original form and condition upon service termination. Customer must not copy, reproduce, re-configure, reverse engineer, decompile or disassemble the equipment in any manner. Equipment cost of HK\$6,000 will incur for any loss or damage to such equipment.
12. Separate set of terms and conditions applies to any VAS subscribed for.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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/en/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.