



Terms and Conditions for Data Service and Value-Added Service (“VAS”):

1. This offer is applicable to HGC Global Communications Limited (“HGC”) selected locations 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/relocation fee (if applicable) 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 Data 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. 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.
7. Customer hereby acknowledges and agrees that immediately upon expiry of the Fixed Contract Period of Data 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 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.

8. Data Service and VAS may be either is provided by HGC with a third party service provider. Use of the Data Service and VAS will also be subject to the terms and conditions issued by HGC and/or the third party service provider (as the case may be) which may be subject to change from time to time without prior notice. In the event that Data Service and VAS is provided by any third party service provider, Customer is required to contact the relevant service provider to address any issues of the Data Service and VAS. HGC will not be liable to Customer or any loss or damage arising from Customer's use or otherwise of the Data Service and VAS provided by third party service provider.
9. 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.
10. 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. HGC reserves the right to claim against Customer the equipment costs for any loss or damage to such equipment.
11. Separate set of terms and conditions applies to any VAS subscribed for.
12. 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.
13. 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.
14. 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.
15. 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.
16. This offer is subject to HGC's General and Special 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.

Terms and Conditions for Mobile VPN:

1. The mobile VPN service (“VPN Service”) is provided by HGC Telephone Company Limited (“3HK”). The subscription and the use of VPN service are governed by 3G and 4G LTE Service Terms and Conditions, Service Usage Policy and Fair Usage Policy, Privacy Policy and the applicable terms and conditions in relation to the VPN service (if any)(collectively “3HK T&C”) which can be found on 3HK website:
https://www.three.com.hk/website/appmanager/three/home?_nfpb=true&_pageLabel=P200470391219567710594&lang=eng&pageid=zz6101.
2. If there is any conflict between the terms and conditions specified in this offer and 3HK T&C, the former will prevail.