Terms and Conditions for Voice on FTTO Service ("VOIP Service"):

- 1. Provision of the business VOIP Service is subject to the network coverage of HGC's Business Fiber-To-The-Office (FTTO) and is only available at selected buildings and on selected floors.
- 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 or 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 VOIP Service.
- 3. VOIP Service will not function during power failure or broadband line 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. Expiration date of the contract period of both the Business Broadband Service ("BBS") and VOIP Service will be aligned irrespective of whether both services are applied on the same date unless otherwise agreed between HGC and Customer.
- 5. Each FTTO circuit only supports a maximum of two VOIP service lines.
- 6. The Customer agrees to install and activate the services within such period as be mutually agreed. In the event that the Customer postpones the commencement of the services with HGC, HGC reserves the right to charge the Customer an administration charge (HK\$600 per line) to compensate HGC in connection with the preparation for the provision of such services. Customer shall give 3 working days' advance notice to HGC for any change of the above requested service activation date. HGC is entitled to charge Customer an administration fee of HK\$600 for each re-scheduling of service activation date. Estimated rescheduled service delivery lead-time: 10 working days upon receipt of rescheduling request.
- 7. Termination of the BBS will automatically lead to termination of the VOIP Service as well as any value-added service subscribed for whereas the VOIP Service could be terminated on its own by giving one month's prior written notice to HGC.
- 8. VAS is not applicable to the secondary number of duplex ringing except for the VAS function "Caller Number Display".
- 9. The Customer must give HGC one month's prior written notice for termination of the VOIP Service. In the event of such termination or where HGC terminates the VOIP Service due to the Customer's default during the minimum contract period, the Customer agrees to pay to HGC an early termination charge of the VOIP Service equivalent to the monthly services fees multiplied by the number of months remaining of the minimum contract period.
- 10. Customer hereby acknowledges and agrees that immediately upon expiry of the minimum contract period of VOIP Service, 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 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 the Customer.

- 11. 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.
- 12. If Customer moves to a new location where the coverage of service is not available during the minimum contract period, HGC will not provide the VOIP Service and the contract for VOIP Service will be terminated, and the Customer agrees to pay to HGC an early termination charge of the VOIP Service equivalent to the monthly services fees multiplied by the number of months remaining of the minimum contract period.
- 13. Expiration date of the contract periods of both the BBS and VOIP Service will be aligned irrespective of whether both services are applied on the same date unless otherwise agreed between HGC and Customer.
- 14. As part of service activation, HGC shall install a device or equipment for connection with HGC's network to provide VoIP service. The demarcation point of the VOIP service is set at HGC equipment. The cabling between Customer's telephone device and socket shall be at Customer own cost and are excluded in this service. Customer shall return any device or 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 or equipment in any manner. Customer shall pay the retail price of the device or equipment in the event that Customer fails to return the device or equipment or there is any loss or damage to the device or equipment.
- 15. Option for rent or purchase telephone device from HGC is offered, the price of the telephone device is available on our website: <u>www.hgcbiz.com/products-and-services/voice</u>