



General and Special Terms and Conditions for Business Services

The Customer shall observe and be bound by the following terms in relation to the provision of Services by HGC: -

1 DEFINITIONS

Unless otherwise stated, the following words and expressions shall have the following meanings:

"Agreement"	the Application, the General Terms and the Special Terms.
"Application"	any oral, written or on-line application or any other means of application as permitted by HGC, made by the Customer requesting provision of the Services and/or the Equipment.
"Cancellation Fee"	a fee charged if HGC ends the Agreement due to the Customer's conduct or if the Customer ends the Agreement within the Minimum Subscription Period. This fee may cover (without limitation) the Customer's fixed periodic Charges for the remainder of the Minimum Subscription Period that are payable as liquidated damages, HGC's administrative costs, value of gift/discount provided by HGC, costs incurred by HGC in connecting and disconnecting Services for the Customer, HGC's payments to other service providers or agents.
"Charges"	the charges for the Services charged by HGC from time to time including but not limited to any fees or charges referred to as, or for, connection, subscription, monthly charges, usage, Government licence fee, administration, any sum due under the Agreement or such other fee which may be announced or published by HGC for provision of any of the Services from time to time.
"Customer"	the customer specified in the Application.
"Day"	shall include public holidays and Sundays.
"Equipment"	(where applicable) the equipment (including hardware and software and whether provided by HGC or not) HGC uses to provide the Services including but not limited to equipment provided by HGC which is installed or placed at the Customer's premises or equipment supplied by HGC to the Customer under the Application (if any).
"General Terms"	the terms and conditions set out herein as amended from time to time.
"Hong Kong"	Hong Kong Special Administrative Region of the People's Republic of China.

"HGC"	in relation to the provision of fixed telecommunications network services and equipment and such other services provided pursuant to or under its Unified Carrier Licence, HGC Global Communications Limited.
"Licence"	Licence or Licences issued by the Communications Authority to HGC for provision of the relevant Services.
"Messages"	has the meaning given to it in the Telecommunications Ordinance (Cap. 106) of Hong Kong.
"Minimum Subscription Period"	the minimum fixed contract period for supply of Services as set out in the Agreement.
"Networks"	the public telecommunications networks and systems by which HGC makes the relevant Services available.
"Person"	shall include companies, sole proprietorships, partnerships and other bodies corporate.
"Services"	services applied for by the Customer in the Application and such other services as otherwise ordered by the Customer and agreed to be provided by HGC from time to time.
"Special Terms"	those supplementary terms and conditions (if any) specifically applicable to the relevant Services from time to time as stipulated by HGC.
"Communications Authority"	has the meaning set out in the Telecommunications Ordinance (Cap 106) of Hong Kong.

GENERAL TERMS AND CONDITIONS

2 AGREEMENT

The Agreement between HGC and the Customer is effective upon the acceptance by HGC of the Application (either by the commencement of provision of the Services to the Customer, by HGC taking any action in connection with or in preparation for (whether or not to the knowledge of the Customer) the provision of the Services or by other means as determined by HGC and notified to the Customer from time to time). The Agreement shall continue in force (notwithstanding the expiry of the Minimum Subscription Period) until terminated in accordance with the terms and conditions of the Agreement.

3 FEES AND CHARGES

The Customer agrees that:

- (a) Should the Customer cancel the Services after the Agreement has come into effect but before the rendering and/or billing of any Services, the Customer shall, notwithstanding the cancellation, be

liable for all costs, expenses and/or fees incurred by HGC in connection with or in preparation for the provision of the Services to the Customers.

- (b) Payment is due on the payment due date specified in HGC's bill or, if no date is specified, on the date 14 days after the issue date of the bill by HGC. The Customer shall pay the full amount of such bill (including without limitation all applicable taxes, tariffs, duties or impositions of a similar nature imposed by any government or other authority) without set off or deduction. If full payment has not been made on that date, HGC may charge interest on all sums outstanding at the rate of 2% per month on a daily basis from the date the payment was due to the date full payment is received by HGC and charge the Customer a collection agent fee and handling fee as HGC shall deem fit.
- (c) HGC may bill the Customer for subscription or monthly Charges in advance on monthly or quarterly basis and for Charges (if any) in arrears on monthly basis. HGC reserves the right to amend the billing period and to submit interim bills to the Customer. The connection Charge (if applicable) will be included in the first bill to the Customer.
- (d) The Customer shall be liable for all Charges whether the Services in relation to such Charges were used by the Customer or by any other third party with or without the Customer's authority knowledge or consent. Unless otherwise expressly stated or decided by HGC, pre-paid Charges are non-refundable.
- (e) HGC may vary the Charges and introduce new Charges at any time and in accordance with the relevant Licence (if applicable).
- (f) HGC may require the Customer to provide a deposit as security for the Customer's payment of any sums due to HGC and may at any time vary the amount of such deposit's amount at HGC's discretion. HGC may apply such deposit to reduce or pay any sums due to HGC on whatsoever account at any time. The Customer shall fund up the deposit by paying an amount equals to the reduced amount into the Customer's account as may be required by HGC from time to time. No interest shall accrue on any deposit held by HGC. Any deposit remaining following termination of the Agreement will be returned to the Customer after deducting any such sums due to HGC provided that the deposit is claimed by the Customer in writing within 3 months of the date of termination.
- (g) HGC reserves the right to apply a credit limit from time to time for Charges incurred by the Customer and to suspend access to the Services, in whole or part, if the limit is exceeded.
- (h) HGC may transfer or apply any credit balance of the Customer to settle any amount owed by the Customer to HGC whether under the Agreement or any other arrangement between the Customer and HGC. The Customer hereby authorises HGC to make payment on his or her behalf out of such credit balance (if any) to set off any amount in any account owed by the

Customer to HGC from time to time. The Customer agrees that any credit or payment information held by HGC about the Customer is held for the purpose of this paragraph h.

- (i) The Customer acknowledges that HGC's agent may bill the Customer on behalf of HGC and such bill will be valid as if rendered by HGC and that bill will not prejudice any right of HGC to subsequently claim against the Customer.
- (j) The Customer agrees that unless otherwise expressly provided no unused "free minutes/hours/talktime" (if any) as specified in the Application, tariff or service plan selected by the Customer (or otherwise allotted to the Customer) may be carried forward to the following month and that no credit or refund is available in respect of any time when all or part of the Services are inoperable, limited, suspended, or otherwise unavailable to the Customer.
- (k) In case of disputes over any usage or other Charges, HGC's decision based on its Services usage records and those of any third party who may assist HGC to provide the Services shall be final and binding on the Customer.
- (l) If any Charges stated in any bill is not queried within 15 days of the date of the bill then it will be deemed accepted by the Customer.
- (m) After the expiry of the Minimum Subscription Period, save for the Service was terminated pursuant to Clause 5 below, the Customer agrees to continue to subscribe the Service and to pay the monthly charges based on the tariff price of that Service as published by HGC from time to time after the Minimum Subscription Period.

4 PROVISION OF SERVICES

- (a) HGC will use its reasonable efforts to provide the Services. However, HGC may suspend the Services in whole or in part at any time without notice if:
 - (i) HGC considers it necessary to safeguard provision of the Services or the integrity of the Networks; or
 - (ii) the Networks or the Equipment fail or require modification or maintenance; or
 - (iii) in HGC's reasonable opinion, there is or has been unauthorised, unlawful or fraudulent use of the Services or the Customer's use of the Services or Equipment is causing or may potentially cause damage or interference to the Networks or Equipment; or
 - (iv) it is necessary to comply with a direction or request of the Office of the Communications Authority or other competent authority; or
 - (v) the customer does not comply with any of the terms of the Agreement or in any circumstances where HGC will be entitled to terminate the Agreement. The Customer shall remain liable for all Charges during the period of suspension unless, in HGC's reasonable discretion, HGC decides otherwise.

- (b) HGC may disconnect the Services in whole or in part, at any time without notice if the Customer does not comply with any of the terms of the Agreement or in any circumstances where HGC will be entitled to terminate the Agreement. The Customer will remain liable for all Charges prior to such disconnection. HGC reserves the right to charge for reconnection and require revised terms and conditions including terms of payment.

5 TERMINATION OF AGREEMENT

- (a) Either party may terminate the Agreement by giving one month's written notice to the other.
- (b) HGC may terminate the Agreement in whole or in part or any Services or any part thereof immediately, if in HGC's opinion:
 - (i) the Customer has failed to pay HGC any sums due by the Customer to HGC on the due date; or
 - (ii) the Customer is in breach of any of the terms of the Agreement or fails to comply with any reasonable requirement of HGC in relation to the use of the Networks or Services; or
 - (iii) the Customer becomes insolvent or bankrupt or HGC has reasonable cause to believe that the Customer is unable to pay the Charges; or
 - (iv) there is any unauthorised modification, alteration or tampering with the Equipment used by the Customer in conjunction with the Services, including the copying of any electronic serial number or other information comprised therein; or
 - (v) there is fraud, misuse or unauthorised use of the Services by any person, regardless of whether the Customer consented to or had knowledge of such fraud, misuse or unauthorised use; or
 - (vi) HGC ceases to make the Networks (if applicable) or the Services or any part thereof available for any reason; or
 - (vii) any of the information provided by the Customer under or pursuant to the Agreement is found to be false or HGC has reasonable ground to believe that such information is false or inaccurate.
- (c) If the Agreement is terminated by the Customer under Clause 5(a) or by HGC under Clause 5(b) (other than under paragraph 5(b) (vi)) before the Minimum Subscription Period has expired, then the Customer shall pay HGC the Cancellation Fee on termination.
- (d) Where the Customer has subscribed for more than one Service or has more than one account with HGC, HGC shall have the right to forthwith terminate or temporarily disconnect the Services in whole or part if any Charges for any of the Services or under any of the Customer's accounts with HGC remain unpaid after becoming due.

- (e) Termination of the Agreement will not affect any rights or liabilities of the parties which have arisen prior to the date of termination.

6 LIMITATION OF LIABILITY

- (a) Subject to paragraphs below:
 - (i) HGC shall not be liable to the Customer in the event that HGC is unable to perform an obligation or provide the Services to the Customer because of any factor outside HGC's control (including without limitation acts of God, industrial action, default or failure of a third party, governmental action), interruption of Services or HGC's refusal to provide Services pursuant to the provisions of the Agreement.
 - (ii) All conditions, warranties and representations implied by law in relation to the provision of the Equipment and the Services by HGC are excluded unless otherwise specified in the Agreement.
 - (iii) In no event will HGC, its employees, agents or sub-contractors be liable for any loss incurred by or any damage howsoever caused to the Customer or any Person arising out of or in connection with the Agreement or any Services or Equipment provided or omitted to be provided under the Agreement, whether in contract, tort or otherwise and, whether direct or indirect, consequential or contingent, and whether foreseeable or not, including without limitation any financial loss or loss of business, profit, savings, revenue, data, goodwill or use of any equipment.
 - (iv) Without limiting paragraphs (ii) and (iii) above, HGC and other third party suppliers including without limitation any information provider shall not be under any liability whatsoever (whether in tort or contract or otherwise) to the Customer or to any Person for any cost, expense, loss, damage or compensation arising out of or in connection with any incorrect record, omission, transmission, communications, mixing or divulging of Messages or any destruction of Messages.
- (b) Any claim by the Customer against HGC arising out of the Agreement must be notified in writing to HGC within one year of the incident giving rise to such claim failing which the Customer will be deemed to have waived the Customer's rights in respect of such claim.
- (c) Nothing under this Clause 6 shall limit or exclude HGC's liability which is not permitted to be limited or excluded under Hong Kong law.
- (d) HGC's employees, agents and sub-contractors shall have the benefit of the rights, exclusions and limitations of the provisions in this Clause 6 as if such provisions were expressly for their benefit. To the extent of this Clause 6, HGC is entering into the Agreement not only on its own behalf, but also as agent and trustee for such employees, agents and sub-contractors.

7 ALLOCATION OF NUMBERS

The Customer will not acquire any rights in any numbering issued or assigned to the Customer including without limitation to Station A-call/private page telephone number or other telephone, mobile or personal number and HGC reserves the right to modify, withdraw, change or reallocate such number, subject to contrary directions by the Communications Authority and any contrary terms contained in the Licence. HGC will endeavour to give the Customer prior written notice as may be reasonable and practicable in the circumstances unless such modification, withdrawal, change or reallocation is due to termination or suspension of the Services in accordance with the Agreement.

8 THE CUSTOMER'S RESPONSIBILITY

The Customer agrees that:

- (a) The Customer shall not use the Services for any improper, immoral, defamatory or unlawful purpose or for any unsolicited advertising messages or promotions nor allow others to do so.
- (b) The Customer shall not use, or allow others to use, the Services for any purposes other than those agreed with HGC at the time of application for the Services.
- (c) The Customer shall not resell, or allow others to resell, the Services in whatever manner.
- (d) The Customer shall only use Equipment approved for use with the Networks and comply with all relevant legislation or regulation relating to its use.
- (e) The Customer shall not act in such a way that the operation of the Networks or other lawful telecommunications services or equipment or the provision of Services will be jeopardized or impaired.
- (f) The Customer will not disclose to any Person any personal identification number or password or login ID issued by HGC to the Customer or any other access method authorised by HGC in writing from time to time, as the case may be, for use in conjunction with the Services. If the Customer becomes aware of any unauthorised access to the Services by any Person using the personal identification number given to the Customer, or if the Customer believes that the personal identification number given to the Customer has been lost or stolen, the Customer shall notify HGC immediately. HGC shall not be liable for any loss or damage the Customer sustains by reason of any such access to the Services or any such use of the Customer's personal identification number, login ID or password, as the case may be.
- (g) The Customer shall pay all licence fees payable from time to time to the Hong Kong Government in connection with the Customer's use of the Services and/or Equipment (if applicable) to HGC at the time(s) specified by HGC.

- (h) The Customer shall comply with Hong Kong law, other applicable law and the reasonable instructions of HGC relating to the Customer's use of the Services.

- (i) At the time of application for the Services, the Customer shall supply to HGC its correct and complete information (including without limitation name, address, telephone number, identity card

number or business registration certificate number as may be required) and notify HGC of any change or alteration to that information in writing as soon as practicable.

- (j) The Customer will not acquire any rights or interest in any information obtained through information services subscribed to by the Customer, and agrees that the Customer will not re-distribute or disseminate such information to any third party. The Customer further agrees that such information shall be for its own personal use only and that it shall not use the same either in whole or in part for any illegal or improper purpose.
- (k) The Customer shall forthwith notify HGC in writing in the event that the Customer changes, suspends or ceases to use any telephone, mobile or personal number (whether it is assigned by HGC or not) which is registered with HGC for the purpose of enabling HGC to provide the Services. The Customer shall fully indemnify HGC for all its costs, expenses, claims, demands, loss and damages suffered or incurred due to the Customer's failure to notify HGC as required in this paragraph i.

9 SUSPENSION OF SERVICES

If the Customer wishes to request suspension of the Services for a temporary period, not less than 7 days' prior written notice to such effect duly signed by the Customer personally shall be given to HGC. HGC may in its absolute discretion either accept or reject such request. The Customer shall continue to be liable for the Charges incurred in accordance with the Agreement until the request is accepted and the Services are suspended by HGC. HGC may upon the Customer's request but subject to HGC's sole discretion and payment by the Customer of all outstanding charges, an administration fee in an amount fixed by HGC from time to time and one month's monthly Charges in advance reconnect the Services.

10 PERSONAL INFORMATION

The Customer acknowledges and agrees that all information supplied to HGC in relation to the Agreement will be subject to the policies and practices of HGC under the Personal Data (Privacy) Ordinance.

11 GENERAL PROVISIONS

- (a) Unless otherwise stated in the Special Terms (if any), the Agreement is the complete and exclusive statement of the agreement between the Customer and HGC in relation to the account(s) as specified in the relevant Application. The Agreement supersedes all understandings or prior agreements, whether oral or written, and all representations or other communications between the Customer and HGC in relation to the accounts as specified in the relevant Application.

- (b) The Customer shall not assign, transfer, convey, licence or otherwise dispose of any of the rights and obligations under the Agreement whether, wholly or partially unless with the prior written consent of HGC.
- (c) The Customer agrees to indemnify HGC for all losses, damages or expenses incurred by HGC in connection with the enforcement of the Agreement against the Customer.
- (d) HGC will not be bound to verify the authenticity or authority of a signature or mark purportedly of or on behalf of the Customer. Any authorised signatory chop, business chop, personal seal, signature or mark appearing on the Agreement shall be binding on the Customer and HGC is irrevocably authorised to rely on any form, letter or document purportedly signed by or on behalf of the Customer.
- (e) Any bill or written notice from HGC to the Customer will be sent to the address or facsimile number shown on the Application or such other address or facsimile number or e-mail address as the Customer may subsequently notify HGC in writing and such bill or notice shall be deemed served/received by the Customer within 48 hours of posting or immediately upon faxing if the transmission report indicates that the fax transmission was successful or immediately upon sending the e-mail.
- (f) No failure or delay on the part of HGC to exercise any right, power or remedy under the Agreement shall operate as a waiver thereof nor shall any single or partial exercise by HGC of any right, power or remedy. The rights, powers and remedies provided herein are cumulative and are not exclusive of any rights, powers or remedies by law.
- (g) Any waiver, concession or extra time HGC may allow the Customer is limited to the specific circumstances in which it has been given and it does not affect HGC's rights under the Agreement in any other way.
- (h) If a term or condition of the Agreement is prohibited or unenforceable by law it shall be ineffective only to the extent of the prohibition or unenforceability. All other terms and conditions shall remain in full force and effect.
- (i) HGC reserves the right to vary, delete, amend or add to the terms and conditions of the Agreement from time to time and such revision and/or addition shall become effective when published in accordance with the Licence requirement (if applicable), or displayed or notified the Customer in any manner as HGC thinks fit, irrespective of whether the Customer has actual notice or knowledge thereof. Continued use of the Services after the effective date will constitute acceptance by the Customer of such revision and/or addition without reservation.
- (j) The General Terms are subject to the Special Terms (if any) and if there is any inconsistency between them, the Special Terms shall prevail to the extent of the inconsistency.

- (k) The Agreement is governed by the laws of Hong Kong and the Customer submits to the non-exclusive jurisdiction of Hong Kong courts.
- (l) The Agreement is available in both English and Chinese and both language versions shall have the same effect.

SPECIAL TERMS AND CONDITIONS

SPECIAL TERMS AND CONDITIONS FOR FIXED NETWORK SERVICES

In addition to the General Terms and Conditions of HGC, the Customer shall also observe and be bound by the following terms and conditions in relation to the provision of fixed network services by HGC.

1 DEFINITIONS

Unless otherwise stated, words and expressions used in the following terms and conditions shall have the same meaning ascribed to them in the General Terms of HGC.

2 EQUIPMENT

- (a) All Equipment shall remain HGC's property at all times and the Customer will not acquire any rights or title in them.
- (b) The Customer shall not, nor permit any other person to alter, remove, add to, or otherwise interfere with the Equipment or any identifying marks or numbers on the Equipment.
- (c) The Customer shall :
 - (i) provide suitable accommodation, utility services and environmental conditions for the Equipment;
 - (ii) use and operate all Equipment in a proper manner;
 - (iii) keep any Equipment on the Customer's premises safe, and shall be liable to HGC for any loss or damage to the Equipment;
 - (iv) notify HGC as soon as reasonably practicable of any damage, fault, theft or loss of the Equipment; and
 - (v) allow HGC's employees, agents or sub-contractors to enter upon the Customer's premises for the purposes of inspecting, repairing, maintaining and/or removing the Equipment and shall provide safe access to and safe working conditions at the Customer's premises.

- (d) In addition to the General Terms, HGC may suspend or terminate the Agreement, in whole or in part, immediately upon written notice to the Customer if the Customer does not provide HGC with the reasonable and safe access to the Customer's premises as required by the Agreement.
- (e) Upon termination of the Agreement, the Customer shall:
 - (i) immediately cease to use the Equipment and the Services; and
 - (ii) permit or procure permission for HGC to remove any of HGC's Equipment from the Customer's premises and to terminate the Services at any reasonable time.

3 DIRECTORY INFORMATION

- (a) The Customer is deemed to have consented to the inclusion of his name, address, business and telephone number(s) in HGC's directory in any medium for providing directory enquiry services unless the Customer requests in writing that such information not be listed in HGC's directory and directory enquiry database when making the Application or at any time thereafter.
- (b) HGC shall not be liable to the Customer or any other Person for loss or damage (whether direct or indirect) resulting from delay or failure to provide directory information services or a public emergency call service or in connection with number porting arrangements except to the extent required by law.

All references to the General Terms and Conditions in the telecommunications services and tariffs previously published by HGC shall be deemed to be referred to the General Terms and Conditions and the Special Terms and Conditions for Fixed Network Services as published from time to time.