**Terms and Conditions for Alibaba Cloud Server:**

1. 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.
2. Customer agrees to subscribe for the HGC Alibaba Cloud Service during the Fixed Contract Period as set out above (collectively the “Service”) and effect the same as from the above service request date or any other date as mutually agreed between Customer and HGC. The Customer acknowledges and agrees that the actual service activation date will be subject to final confirmation by HGC, and which confirmation shall be affected by and subject to HGC’s and/or Alibaba Cloud (“Vendor”)’s service capacity, credit approvals and any other reasons beyond the control of HGC. The Customer acknowledges and agrees that notwithstanding the final confirmation by HGC as aforesaid, the provision of the Service and the quality of the Service provided by HGC shall actually be subject to and conditional upon the circumstantial factors of the environment and condition of where the Service are to 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 Service or otherwise by customer or the provision of the Service to Customer without incurring any liability therefrom.
3. All payments made are non-refundable.
4. Invoices will only be sent to the Customer’s designated e-mail address. If the 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. Service fee/charge will be billed in advance for a) recurrent and b) in arrears for non-recurrent or usage-based charges. Detailed payment instructions will be shown in the bill. HGC reserve the right, at its sole discretion, to continue charge the Customer the monthly or annual service fee/charge (as set forth above) during the suspension period.
5. The Customer must give HGC one month’s prior written notice for cancellation or termination of the Service. In the event of cancellation or termination of the Service by the Customer before the expiry of the Fixed Contract Period, the Customer agrees to pay HGC, as genuine estimate of the actual loss which HGC may suffer, liquidated damages of an amount that equals to (i) the monthly or yearly service charge for the remaining of the Fixed Contract Period (as set forth above); plus (ii) the aggregate of the waiver or benefits granted. All mentioned liquidated damages shall become immediately due and payable on the effective date of such cancellation or termination.
6. Without prejudice to other rights and remedies of HGC under the HGC Alibaba Cloud Service Terms & Conditions, HGC has the right to suspend or restrict the Customer’s access to or utilization of the Service immediately without notice to the Customer if (i) the Customer breaches any of the terms and conditions of this offer, or (ii) the Customer fails to pay any service fee/charge when due.
7. The Service is provided by HGC, Vendor and its respective licensors. The Customer acknowledges and accepts that use of the Service will also be governed by the applicable end-users’ license agreement, the terms and conditions issued by HGC and/or the Vendor and its respective licensors which may be subject to change from time to time without prior notice.
8. The Customer is solely responsible for the security, protection and backup of its own data when using the Service. HGC does not provide backup service to any of the Customer’s data. HGC will not be liable for any loss or damage to any software and/or hardware installed in the Customer’s computer or other device/equipment nor be liable to the Customer or any third party for any direct or indirect loss or damage and all relevant claims arising from the Customer’s use of the Service.
9. HGC makes no warranties, express or implied, as to the Service and shall not be liable to the Customer or any third parties for any failures, malfunctions or non-performance of the same or otherwise in the Customer 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.
10. Under no circumstances shall HGC, its employees, agents or sub-contractors be liable for any losses or damages to the Customer arising from directly or indirectly out of the use of the Service and the service provided, any suspension, damage or malfunction of the Service for whatever reason.
11. Standard service fee for subscription of the Service provided by HGC and/or the Vendor subject to change from time to time without notice to the Customer.
12. This offer supersedes all understandings or prior agreements, whether oral or written, between the Customer and HGC in relation to the service specified in this offer.
13. HGC reserves the rights to change the terms and conditions of this offer without prior notice. In case of dispute, the decision of HGC shall be final and binding.
14. HGC will process the Customer’s personal data for purpose related to the HGC Alibaba Cloud Service Quotation (“Quotation”) and for relevant purposes under HGC’s Privacy Policy (a copy of which will be made by HGC to Customer upon request) and the HGC’s Privacy Statement, as published on HGC’s Web-site located at <https://www.hgcbiz.com/privacy-policy-and-personal-information-collection-statement>.
15. This Quotation is also subject to (a) General and Special Terms & Conditions for Business Services, which can be found on the website www.hgcbiz.com/terms-and-conditions (the “General Terms and Conditions”); and (b) Terms and Conditions of Sale, which can be found on the website https://macroview.com/standardterms/Sale (the “Terms and Conditions of Sale”). If there is any conflict between the HGC Alibaba Cloud Service Terms and Conditions specified in this Offer, the Alibaba Cloud Special Terms & Conditions, the General Terms and Conditions and the Terms and Conditions of Sale, the inconsistency will be resolved according to the following order of priority:

- 1st Priority: the Alibaba Cloud Special Terms and Conditions;

- 2nd Priority: the terms and conditions specified in this Quotation;

- 3rd Priority: the Terms and Conditions of Sale; and

- 4th Priority: the General Terms and Conditions.

**Special Terms and Conditions for Alibaba Server (these “Special Terms and Conditions”)**

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

1. **Definition**

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

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| --- | --- |
| **“Alibaba Cloud”** | means Alibaba Cloud (Singapore) Private Limited and its affiliates; |
| **“Alibaba Cloud Region(s) & Zone(s)”** | means the geographical locations where Alibaba Cloud data centers are deployed. Each region has multiple isolated locations known as zones; |
| **“Alibaba Cloud Service”** | means the cloud-based services and products offered by Alibaba Cloud; |
| **“Alibaba Cloud Website Terms”** | means the terms and conditions listed under; |
| **“Customer”** | means the person including individual, corporation or unincorporated body who apply for or use any of the Services provided by HGC or to whom HGC has agreed to provide Services; |
| **“HGC Service Quotation”** | means application form signed by Customer for the subscription of Services; |
| **“Service(s)”** | means the services provided by HGC to the Customer as set out in the Service Quotation (which these Special Terms and Conditions are attached to) in relation to Alibaba Cloud Service; |
| **“Terms”** | means the Terms and Conditions under the Service Quotation and these Special Terms and Conditions; |
| **“Your Content / Customer Content”** | means any information, text, images, graphics, video clips, sound, directories, files, databases or listings, etc. made available via the Services; |

1. **Alibaba Cloud Service**

2.1 Customer shall use the Alibaba Cloud Service solely for its own purpose and for legitimate business purposes only, and Customer must not resell, sub-lease, sub-rent, or sub-license the Alibaba Cloud Service to any third party.

2.2 HGC is not responsible for any outages or failure and performance issues of Alibaba Cloud Service due to Alibaba Cloud or any other third party.

2.3 Customer shall authorize HGC to manage Customer’s Alibaba Cloud Service account and undertake action on Customer’s behalf as reasonably necessary in order for HGC to provide the Services to Customer. In no event shall HKG be liable to Customer or any other person or party, as a result of any action that HGC performs on Customer’s behalf.

2.4 Alibaba Cloud shall have the right at its sole and absolute discretion to remove, modify or reject any content that you submit to, post or display on the Alibaba Cloud Platform which in our sole opinion is unlawful, violates the Terms, or could subject Alibaba Cloud or our affiliates to liability. Alibaba Cloud shall have the right to take any enforcement actions as it deems appropriate at Alibaba Cloud’s sole discretion, including but not limited to giving a written warning to you, removing any user content submitted or published by you to the Alibaba Cloud Platform or to the relevant features/functions of the Services, recovering damages or other monetary compensation from you, suspending or terminating your membership account with Alibaba Cloud, or suspending your subscription of any Service. Alibaba Cloud shall also have the right to restrict, refuse or ban you from any and all future use of any other Services provided by Alibaba Cloud.

1. **Provision of Service**
   1. HGC will provide the Services to Customer according to the service description on the HGC Service Quotation and these Special Terms and Conditions. Customer shall comply with the HGC Service Quotation and these Special Terms and Conditions, and acknowledges and agrees the use the Alibaba Cloud Services is governed by Alibaba Cloud’s applicable laws and regulation, compliance rule, user responsibility, terms listed on Alibaba Cloud official websites, which may change from time to time without notice. Customer assumes all risks, costs, and expenses in connection with the use of the Alibaba Cloud Services. For clarity a breach of any provisions in these special terms and conditions will entitle HGC to take action, including restricting, suspending or terminating the Services to Customer with or without notice.
   2. Customers can choose the Alibaba Cloud Region(s) or Zone(s) where Customer Content will be located (subject to HGC’s prior approval). If a customer chooses to store content in more than one Region or copy or move content between Alibaba Cloud Region(s) or Zone(s), that is solely the customer's choice. The customer will need to consider the legal requirements that apply to such operations, wherever content is moved and processed. If a customer needs to use Alibaba Cloud Services provided in other Regions, Alibaba Cloud will take the necessary measures to ensure the cross-border transfer is in compliance with the applicable Data Protection Legislation.
   3. Customer is responsible for the security of the Alibaba Cloud Service accounts. Customer is highly recommended to keep its Alibaba Cloud account credential secure. Customer is liable to for all activities that occur under Customer’s Alibaba Cloud Service account, regardless of the activities are undertaken by Customer, Customer’s employees or a third party (including Customer’s contractors or agents).
   4. Customer agrees to pay the fee and charges for the Service subscribed as outlined in the HGC Service Quotation and subsequent Alibaba Cloud resource subscription by customer directly, if applicable. If Customer exceeds the usage limits applicable to the Service subscription, Customer agrees to pay for the fees and charges for such over usage. For the extension of a subscription term or the provisioning of a Service upgrade, the then current price will apply, unless otherwise mutually agreed in writing by Customer and HGC. HGC and Alibaba Cloud may from time to time in its sole discretion, change the fees it charges for the Service. Any increase in the fees will take effect at the beginning of the new subscription term. Failure by Customer to pay the fees when due and payment may result in access to or right to use the Service being suspended notice due to non-payment.
2. **Suspension** 
   1. In all cases of restriction or suspension specified by under Clause 3.3 and 3.4 of the Alibaba Cloud International Website Product Terms of Service (located at <https://www.alibabacloud.com/help/en/legal/latest/alibaba-cloud-international-website-product-terms-of-service>) which the Alibaba Cloud Service is subject to, HGC shall provide advance notice to Customer of any such suspension in HGC’s reasonable discretion based on the nature of the circumstances giving rise to the suspension. HGC shall use reasonable efforts to re-establish the affected Services promptly after HGC determines, in its reasonable discretion, that the situation giving rise to the suspension has been cured.
   2. Any suspension by HGC under this paragraph, Customer shall remain responsible for any and all fees and charges for the Alibaba Cloud Services that Customer has incurred up to the date of service suspension. Customer will not be entitled to any service credits under any SLA during the period of service suspension. Customer shall remain responsible for the fees and charges for the Alibaba Cloud Services that have not been suspended.
3. **Indemnity**
   1. Customer hereby agrees to indemnify and hold HGC, its respective affiliates, directors, officers and employees harmless from and against any and all losses, claims, liabilities which may arise from your use of the Services (including but not limited to the display of your information on the Alibaba Cloud Platform, the submission of unlawful materials to the Alibaba Cloud Platform or the relevant ancillary features of any Services, and etc.) or from your breach of any of the Terms.
   2. Customer hereby further agrees to indemnify and hold HGC, its affiliates, directors, officers and employees harmless, from and against any and all losses, damages, claims, liabilities (including legal costs on a full indemnity basis) which may arise, directly or indirectly, as a result of any claims asserted by any third party claimants or other third parties relating to products displayed on the Alibaba Cloud Platform.
   3. Customer hereby further agrees that HGC is not responsible and shall have no liability to you, for any material posted or submitted by others, including defamatory, offensive or illicit material and that the risk of damages from such material rests entirely with you.
   4. HGC reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with HGC in asserting any available defenses and indemnify and hold HGC harmless against the reasonable legal fees incurred by HGC in that regard.
   5. To the maximum extent permitted under applicable law, HGC shall not be liable for any special, direct, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, negligence, tort, equity or otherwise or any other damages resulting from any of the following:
4. your use or inability to use the Services; any defect in goods, samples, data, information or services purchased or obtained from you or any other third party through the Services;
5. your violation of any third party rights, or claims against you by any party that they are entitled to defense or indemnification in relation to assertions of rights, demands or claims by any third party claimants;
6. unauthorized access by third parties to your data or private information;
7. your statements or conducts; or
8. any matters relating to Services however arising, including negligence.
   1. In any event, HGC shall not be under any liability whatsoever (whether in tort or contract or otherwise) to Customer or any third party for any costs, expense, loss, damage or compensation arising out of or in connection with any third-party cyber-attacks, hacks, denial of service attacks, worms, Trojan horses, virus, malware or other similar codes of devices.
   2. Notwithstanding any other provisions of the Agreement, HGC’s aggregate liability for all claims and demands arising out of or in connection with the Agreement shall be limited to the total amount of payment made by Customer to HGC for the Services. The above remedies shall constitute the sole and exclusive remedies available to Customer and the satisfaction of HGC’s entire liability.
9. **Force Majeure**

Unless otherwise provided in the terms and conditions of the relevant Services, under no circumstances shall Alibaba Cloud be held liable for any delay or failure or disruption of the content or the Services resulting directly or indirectly from acts of nature, forces or causes beyond our reasonable control, including without limitation, Internet failures, computer, computer viruses, cyber-attacks, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance of third parties.

1. **Intellectual Property Rights**
   1. Alibaba Cloud is the sole owner or lawful licensee of all the rights and interests in the Alibaba Cloud Platform and Alibaba Cloud Platform’s Content. All title, ownership and Intellectual Property Rights in the Alibaba Cloud Platform shall remain with Alibaba Cloud, its affiliates or licensors of Alibaba Cloud’s content, as the case may be. All rights not otherwise claimed under the Terms or by Alibaba Cloud are hereby reserved. “ALIBABA”, “ALICLOUD”, ‘ALIYUN”, “ALIEXPRESS”, “ALIMAMA”, “TAOBAO”, “TMALL” and related icons and logos are registered trade marks or trade marks or service marks of Alibaba Group Holding Limited in various jurisdictions and are protected under applicable copyright, trade mark and other proprietary rights laws. The unauthorized copying, modification, use or publication of these marks is strictly prohibited.
   2. “Intellectual Property Rights” shall mean:
2. all rights, title and interest in and to all intellectual property rights, including any and all copyrights, patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, rights in computer software, database rights, semi-conductor topography rights, utility models and rights in know-how, in each case whether registrable or not, and including any applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world, and across all platforms and mediums whether now known or in the future invented
3. all rights under licences, consents, orders, statutes or otherwise in relation to any of the rights referenced in sub-paragraph (a) above;
4. all rights of the same or similar effect or nature as or to those in sub-paragraphs (a) and (b) which now or in the future may subsist;
5. all rights to income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto; and
6. all rights at law or in equity to sue for past or future infringements of any of the foregoing rights.
7. **Acceptance of the Terms**

Customer is deemed to have read, understood, acknowledges and agrees to abide by the terms and conditions as listed below, which may change from time to time without notice. Such terms and conditions will be an agreement between the Customer and Alibaba Cloud governing the use of the Alibaba Cloud Service. HGC shall not be in any event responsible for the performance of the Alibaba Cloud Service and/or liabilities incurred from or in connection with the use of the Alibaba Cloud Service as aforesaid.

* 1. Alibaba Cloud International Website Terms of Use

<https://www.alibabacloud.com/help/en/legal/latest/alibaba-cloud-international-website-terms-of-use-alibaba-cloud-international-website-terms-of-use>

* 1. Alibaba Cloud International Website Product Terms of Service

https://www.alibabacloud.com/help/en/legal/latest/alibaba-cloud-international-website-product-terms-of-service

* 1. Alibaba Cloud International Website Membership Agreement

https://www.alibabacloud.com/help/en/legal/latest/alibaba-cloud-international-website-membership-agreement

* 1. Alibaba Cloud International Website Privacy Policy

https://www.alibabacloud.com/help/en/legal/latest/alibaba-cloud-international-website-privacy-policy

* 1. Alibaba Cloud International Website Domain Name Service Agreement

https://www.alibabacloud.com/help/en/legal/latest/alibaba-cloud-international-website-domain-name-service-agreement

* 1. ICANN’s Registrant Rights and Responsibilities Under the 2009 Registrar Accreditation Agreement

www.icann.org/en/registrars/registrant-rights-responsibilities-en.htm