

Terms and Conditions for HGC Secured Broadband Service ("Service")

1. The Customer agrees to subscribe for the Service during the Fixed Contract Period as set out above and effect the same as from the above Service Request Date or any other date as mutually agreed in writing between the Customer and HGC Global Communications Limited ("HGC"). The Customer acknowledges and agrees that the availability and actual activation date of the Service shall be subject to the final confirmation by HGC. The 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 the provision of the Service to the Customer without incurring any liability therefrom.
2. Provision of Service is conditional upon subscription of HGC Business Broadband Service (Fibre-to-the-Office, "FTTO"). Unless otherwise specified, the Special Terms and Conditions for HGC Business Broadband Services (FTTO) (which can be found on <https://www.hgcbiz.com/terms-and-conditions>) which by their nature or otherwise should be applicable to the Service shall also apply upon subscription of the Service.
3. Installation work will be arranged within office hours (Monday to Friday: 09:00-17:00). Overtime charge will be required for installation work to be carried out during non-office hours.
4. Customer shall give at least 5 working days' advance notice to HGC for any change of the above Service Request Date. HGC is entitled to charge Customer an administration fee of HK\$2,000 for each re-scheduling of Service Request Date.
5. HGC reserves its right to refuse any task request at its sole discretion if HGC considers such request as inappropriate and/or out of the scope of such Service.
6. HGC reserves its right to change the IP address range allocated previously for HGC Business Broadband Services for the subscription of Service, and change the IP address range after relocation, upgrade or downgrade of Service.
7. The Customer hereby acknowledges and agrees that immediately upon expiry of the Fixed Contract Period of the Service, such contract(s) will be automatically renewed on a yearly basis ("Renewal Period") and the Service will be continued. HGC shall be entitled to charge the Monthly Charge at the prevailing standard monthly service fee(s) as shall be determined by the HGC from time to time or at the standard monthly service Fee as set out in this offer (whichever is the higher) unless and until terminated either by the HGC or by the Customer as set out herein.
8. In the event maintenance support is required, such support will be provided within office hours (Monday to Friday: 09:00-17:00). Any maintenance support requested during non-office hours will incur additional expenses and the Customer shall be liable to pay for such expenses. The response time for remote diagnosis and on-site maintenance/repair work is next business day.

9. The Customer shall not use the Service to conduct any activity which is fraudulent and/or which violates any applicable law or regulation, infringes rights of any party or breaches these terms and the terms of use of any third party SaaS (software as-a-service) application linked or connected to the Service ("Third Party Application"). No Service, nor any portion thereof, may be used by or on behalf of, accessed by, re-sold to, rented to, or distributed to any other party.
10. Customer agrees that HGC has no control over the Third Party Applications nor the content or information posted therein. HGC shall have no responsibility or liability whatsoever in connection with any Third Party Application. Third Party Applications may have terms of use and privacy policies that are different from those herein. You are responsible to review such terms and policies at the third parties' websites' respective privacy notices and terms of service.
11. HGC will base on customer request per the relevant Service Order Form that the specified Third Party Applications will not be passed through the Service. The Third Party Applications may be updated by HGC and/or the Third Party Application vendors from time to time without prior notice. HGC will not be liable to Customer for any damages or loss that may be incurred.
12. If the Service is subscribed, the Internet traffic will be routed out via public cloud provider where the malicious software protection of HGC and/or third party service provider is hosted. This Service performance is subject to the service characteristic of malicious software protection in which HGC has no control.
13. The HGC Managed CPE ("CPE") is leased to Customer during the Fixed Contract Period any Renewal Period.
14. The title and ownership of the CPE will remain with HGC. Nevertheless, the Customer shall be responsible for the repair or replacement costs and expenses incurred or suffered by HGC due to the loss or damage of the CPE (fair wear and tear excepted). Upon Customer's request, a separate quotation for repair or replacement costs and expenses will be provided.
15. Customer should provide and maintain a suitable environment to the CPE. Risks of the CPE shall pass upon delivery to the Customer. Customer shall take appropriate efforts to ensure that the CPE in its possession will be secured and protected against potential loss and damage.
16. CPE provided by HGC must be returned in its original form and condition upon service termination (fair wear and tear excepted). Customer must not copy, reproduce, re-configure, reverse engineer, decompile or disassemble the CPE in any manner. In the event that Customer fails to return the CPE within the stipulated time to HGC or there is any loss or damage to the CPE, HGC shall charge Customer for the relevant CPE at the cost of \$4,000.

1. HGC reserves the right to demand for the return of the CPE immediately if any non-payment of all or part of the service fees or Customer early terminates the relevant Service.
2. The CPE may be provided by a or more than a third party manufacturers vendors ("Vendor"). Customer acknowledges and accepts that use of the CPE will also be governed by the applicable end-users' license agreement, the terms and conditions issued by HGC and/or the Vendor which may be subject to change from time to time without prior notice.
3. HGC makes no warranties, express or implied, as to the CPE and shall not be liable to Customer or any third parties for any failure, malfunction or non-performance of the same or otherwise in 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 of the CPE.
4. All payments of the Service are NOT refundable, transferrable nor redeemable for any other goods and services.
5. Invoices will be sent to the Customer's designated e-mail address. The Customer may login through the HGC e-Bill portal to view the invoices issued to the Customer. If the Customer requests for a postal invoice, a service fee of \$30 or of any other amount as shall be determined by the HGC from time to time (whichever is higher) will be charged for every copy of postal invoice. All payments (including one-off charges, if any) will be billed in advance. Detailed payment instructions will be shown in the invoice.
6. If any Customer's payment is overdue on payment due date, then (a) all remaining charges due under this Offer shall accelerate and become due and payable on payment overdue date; and (b) HGC may (i) charge interest on overdue amounts at 2% per month on a daily basis (or the highest rate permitted by law, if less) from the payment overdue date until paid in full, and (ii) suspend and/or terminate the Services without any liability.
7. Termination of HGC Business Broadband Service will automatically lead to termination of the Service as well as any service/VAS subscribed for whereas the Service could be terminated on its own by Customer giving one (1) month's prior written notice to HGC upon. In the event of such termination or where HGC terminates the Service 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. Expiration date of the contract periods of both HGC Business Broadband Service and Service will be aligned irrespective of whether both services are applied on the same date unless otherwise agreed between HGC and Customer.

9. The Service may be provided by either HGC alone or HGC together with a third party service providers and/or the original manufacturers (“Vendor”). 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 the HGC and/or the Vendor (as the case may be) which may be subject to change from time to time without prior notice.
10. Under no circumstances shall HGC, its affiliates, employees, agents or sub-contractors be liable for any losses or damages to Customer arising from directly or indirectly out of the use of the Service and the service provided, any suspension, damage or malfunction of the CPE and the services for whatever reason.
 - a. HGC shall not be liable for any breach of contract as a result of factors outside its control and shall not be liable to Customer or any other party for any indirect, special, consequential or contingent loss, incidental or punitive damages and whether foreseeable or not, including without limitation any financial loss or loss of profit, business, anticipated saving, revenue, data, goodwill or use of any equipment and all associated and incidental costs and expenses.
 - b. 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.
 - c. Notwithstanding other provisions stated herein, the aggregate liability of HGC and any other suppliers / licensors engaged by HGC to the Customer under this offer for all claims and demands arising out of or in connection with the Agreement shall be limited to (a) the total amount of service fee which HGC received from Customer during the six (6) months’ period preceding the event or circumstances giving rise to such liability.
11. Privacy Policy. Customer acknowledges and agrees that use of Services (and any other HGC’s products and services) is subject to the processing of information (which might contain personal information) pursuant to HGC’s Privacy Policy, which is available at <https://www.hgc.com.hk/privacy-policy-and-personal-information-collection-statement> and which is incorporated herein by reference (“Privacy Policy”).
12. Transfer. Any transfer by HGC of Personal Data (as defined in the EU’s General Data Protection Regulation (GDPR) (2016/679/EC)) outside the European Economic Area will be in compliance with the Standard Contractual Clauses published by the European Commission’s decision of June 4, 2021.
13. Authorizations. Customer is responsible for obtaining all necessary authorizations, approvals, consents and permits per the applicable law (if any) for: (i) providing the data Customer shares with HGC in connection with the Services and/or Customer’s communication with HGC; and (ii) HGC’s processing and storing of such data in accordance with the Privacy Policy.

14. All right, title, and interest in and to the Services, including, without limitation, any technologies, products, services and intellectual property rights in connection with the Services, and any improvement or derivative work in connection therewith shall remain with HGC and/or its licensors. The Services are protected under international copyright, trademark and trade secret and patent laws. The license granted herein does not constitute a sale of the Services or any portion thereof.
15. HGC shall pay all costs, liabilities, damages and other amounts finally awarded against Customer from an action, to the extent based on a third-party claim that the Customer's use of the Services (excluding any Third Party Applications) in accordance with these Terms and within the Permitted Scope, directly infringes any US or EU patent or trademark issued as of the date of Customer's Service Order or any copyright or trade secret, provided that (i) Customer promptly notifies HGC of any and all threats, claims or proceedings potentially implicating the indemnity obligations set forth in this Section 8.1 and prior to taking any action which could adversely impact the defense; and (ii) HGC is given reasonable assistance and the opportunity to assume sole control over the defense of the claims and/or allegations for which indemnity is sought under this Section 8.1 as well as sole control over all negotiations for a settlement or compromise of those claims. HGC will not be responsible for any settlement it does not approve in writing in advance and/or for any allegation of trade-secret misappropriation, other than one based on an allegedly wrongful act of misappropriation by a HGC employee or agent. If a Service is, or in HGC's opinion is likely to become, the subject of a claim, suit, or proceedings of infringement, HGC may in its sole discretion: (i) procure, at no cost to Customer, the right to continue using such Service; (ii) replace or modify the Service, at no cost to Customer, to make it non-infringing (even if that modification materially impacts the value or utility of the Service), or (iii) terminate the license for the infringing Service and grant a refund credit thereon as depreciated on a monthly basis and reflecting the remaining Service subscription term. THE FOREGOING PROVISIONS STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF HGC WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY THE SERVICES AND IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT. The foregoing indemnity obligation of HGC does not apply with respect to a Service or portions or components thereof: (i) not provided by HGC, (ii) made in whole or in part in accordance with Customer's specifications, (iii) which are modified by anyone other than HGC, if the alleged infringement relates to such modification, (iv) combined with other products, services, processes or materials where the alleged infringement relates to such combination, (v) where HGC could not be held liable for inducing or contributing to infringement of Customer's asserted claims; (vi) with respect to which a claim or allegation of infringement was first made prior to the date of Customer's Service Order; (viii) where the claim arises because of Customer's decision to offer indemnity to a third party that is greater in scope than the indemnity offered herein; or (viii) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement. HGC also shall have no indemnity obligation for legal fees,

costs or expenses Customer incurred prior to the time Customer provide HGC both (a) notice of the claim and (b) materials from which HGC could reasonably determine that indemnity is owed. Customer will indemnify HGC and its officers, directors, agents and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement or misappropriation excluded from HGC's indemnity obligation by this Section.

Customer agrees to defend, indemnify and hold harmless HGC, its vendors, officers, directors, employees, affiliates, subsidiaries, licensors, agents and suppliers from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from: (i) Customer's unauthorized use of the Services; (ii) Customer's violation of any applicable laws, regulations or third party rights, including, without limitation, any intellectual property rights or privacy rights, in connection with Customer's use of the Services; and (iii) Customer's violation of any of these Terms or the applicable terms of a Third Party Application.

16. TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. HGC DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THEIR OPERATION OR USE WILL BE UNINTERRUPTED OR ERROR FREE. HGC DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Customer is solely responsible for adequate protection and backup of the data and equipment used in connection with the Services. HGC does not guarantee that the information accessed by the Services will be accurate or complete. Customer acknowledges that performance of the Services may be affected by any number of factors, including without limitation, technical failure of the Services, the acts or omissions of third parties and other causes reasonably beyond the control of HGC. Certain features of a Service may not be forward-compatible with future versions of such Service, and use of such features with future versions of such Service may require to purchase the applicable future version of the Service. TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, IN NO EVENT WILL HGC BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DAMAGES ARISING OUT OF THE SUBJECT MATTER OF THESE TERMS AND THE SERVICES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, FOR: (I) ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), OR FOR LOSS OF OR CORRUPTION OF DATA, OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY, IRRESPECTIVE OF WHETHER HGC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) THE THIRD PARTY APPLICATIONS AND YOUR SYSTEMS, INCLUDING, WITHOUT LIMITATIONS THE PERFORMANCE OF THE THIRD PARTY APPLICATIONS AND YOUR SYSTEMS AND ANY CONTENT THEREIN.

HGC'S MAXIMUM LIABILITY FOR DAMAGES SHALL BE LIMITED TO THE LICENSE FEE RECEIVED BY CHECK POINT FOR THE PARTICULAR SERVICE SUBSCRIPTION LICENSE WHICH CAUSED THE DAMAGES.

17. No Obligations. Notwithstanding anything herein to the contrary, HGC has no obligation to provide support, maintenance, upgrades, modifications, or new releases for the Services. Owing to the experimental nature of the Beta Services, You are advised not to rely exclusively on the Beta Services for any reason. IN NO EVENT WILL HGC BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR DAMAGES, DIRECT OR INDIRECT, OF ANY NATURE OR EXPENSES INCURRED BY YOU IN CONNECTION WITH THE BETA SERVICES. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY DAMAGES IN CONNECTION WITH THE BETA SERVICES SHALL BE TO TERMINATE THE BETA TEST BY WRITTEN NOTICE TO HGC.

18. COMPLIANCE WITH LAW. Customer agrees to use the Services only as permitted by and in compliance with any applicable law and regulation in any relevant jurisdiction, including, without limitation, laws and regulations regarding export and privacy. Customer warrants and agrees that Customer is not: (i) located in, under the control of, or a national or resident of Cuba, North Korea, Iran, Syria, Lebanon, Sudan, the Crimea, the Luhansk People's Republic (LNR), or the Donetsk People's Republic (DNR) regions of Ukraine, or any other country or region to which the United States and/or the State of Israel have prohibited export transactions, or (ii) on the U.S Treasury Department list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.

19.

36.1 Miscellaneous. Customer may not assign Customer's rights or obligations under these Terms without the prior written consent of HGC. If any provision of these Terms is held to be invalid or unenforceable by a court of competent jurisdiction, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the Agreement, and the remainder of the provisions of these Terms shall remain in full force and effect. The laws of the State of Israel shall govern all issues arising under or relating to these Terms, without giving effect to the conflict of laws principles thereof. All disputes arising under or relating to these Terms shall be resolved exclusively in the appropriate Israeli court sitting in Tel Aviv-Yafo district, Israel. These Terms will not be governed by the United Nations Convention on Contracts for the International Sales of Goods, the application of which is expressly excluded. These Terms sets forth the entire understanding and agreement between Customer and HGC.

36.2 Third Party Applications. Pursuant to Clause 10, certain software programs and services provided by third parties ("Third Party Applications") may be provided for use as part of the Services, subject to the licenses of their respective proprietors. The provisions of these Terms shall apply to all Third Party Applications and to such third parties that have the right to grant licenses for the use of the Third Party Applications

(“Third Party Applications Providers”) as if they were the Services of HGC, in which case, such Third Party Applications Provider’s licenses terms will apply with respect to those specific Third Party Applications.

36.3 Additional Products and Services. You accept and agree that the use and installation of any software of Check Point which is not a Service and/or any hardware product of Check Point (collectively, “Products”), including, without limitation, those Products connected to or managed through the Infinity Portal shall be governed by Check Point’s End-user License Agreement available at www.checkpoint.com/support-services/software-license-agreement-limited-hardware-warranty/, which is incorporated herein by reference. You accept and agree that once You connect a Product to Your network, device and/or Infinity Portal account, such Product may automatically download and upload certain data, traffic and updates, to be used for the installation, operation and configuration of the Product.

36.4 Government Restricted Rights. This provision applies to Services acquired directly or indirectly by or on behalf of any government. The Services are commercial services, licensed on the open market at market prices. Any use modification, reproduction, release, performance, display, or disclosure of the Services by any government shall be governed solely by these Terms and shall be prohibited except to the extent expressly permitted by of these Terms, and no license to the Services is granted to any government requiring different terms.

20. HGC may terminate these Terms upon Your breach of any of the provisions hereof that is not cured within thirty (30) days. These Terms will terminate immediately without notice from HGC if (i) You fail to comply with any material provision of these Terms, or (ii) Your rights to use the Services are expired or terminated for any reason. Upon termination of Your right to use the Services under these Terms, You agree to cease all use of the Services, and so certify to HGC. Except for Your rights to use Services and for maintenance and support and as expressly provided herein, the Terms hereunder shall survive any termination or expiration.

21. HGC can terminate the service with 1 month notice and without any liability.