

Terms and Conditions for HGC Managed Service and Value-Added Service ("VAS"):

1. Installation work (if applicable) 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.
2. 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.
3. Customer shall give 5 working days' advance notice to HGC for any change of the above requested service date. HGC is entitled to charge customer an administration fee of HK\$600 for each re-scheduling of requested service date. Estimated rescheduled service delivery lead-time: 10 working days upon receipt of rescheduling request.
4. Customer agrees to subscribe for the HGC Managed Service and all other related VAS during the Fixed Contract Period as set out above (collectively the "Services") and effect the same as from the above 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. For CPE on lease-to-lease basis (if applicable),
 - i) The CPE mentioned above is leased to Customer during the Fixed Contract Period.
 - ii) In the event that, at any time before the expiry of the Fixed Contract Period, any or all of the CPE and/or VAS mentioned above are terminated, or the above stated quantities of the CPE and/or VAS are reduced or cancelled, or where HGC terminates the CPE and/or VAS 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.
 - iii) Customer hereby acknowledges and agrees that immediately upon expiry of the Fixed Contract Period of the CPE and/or VAS, such contract(s) will be automatically renewed and the Service will be continued. HGC will charge the monthly fee on a monthly basis 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 as set out herein. The extended maintenance service, which is subject to the service availability, will be provided on the condition that the maintenance service agreement is renewed in writing between HGC and Customer before expiry of the Fixed Contract Period or the standard warranty period as stated above (as the case may be). HGC may approach Customer before expiry of the Fixed Contract Period for the renewal of the maintenance service. Upon Customer's request, a separate quotation for extended maintenance service will be provided.
 - iv) The CPE must be returned in its original form and condition upon termination. HGC reserves the right to claim against Customer for the CPE costs as stated above in CPE Details if any loss or damage. In the event that Customer loses or damages the CPE during the Fixed Contract Period and requests HGC to provide alternative or replacement equipment, HGC will at its sole discretion to procure and provide the same or similar equipment to Customer at the Customer's costs and expenses.
6. Customer should provide and maintain a suitable environment to the CPE. Risks of the Equipment shall pass upon delivery to the Customer. Customer shall take appropriate efforts to ensure that the Equipment in its possession will be secured and protected against potential loss and damage.
7. Under no circumstances shall HGC, its 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 CPE and the service provided, any suspension, damage or malfunction of the CPE and the Services for whatever reason.
8. The Managed Service and VAS may be either is provided by solely HGC or HGC together with a third party service providers and/or the original manufacturers ("the Vendor"). Customer acknowledges and accepts that use of the Managed Service and VAS will also be governed by the applicable end-users' license agreement, the terms and conditions issued by HGC and/or the Vendor of the

Managed Service and VAS (as the case may be) which may be subject to change from time to time without prior notice. Unless otherwise stated herein, in the event that Managed Service and VAS are provided by third party Vendor, Customer is required to directly contact the relevant Vendor to address any issues of the CPE and VAS (including but not limited to maintenance or repair issues). HGC will not be liable to Customer or any loss or damage arising from Customer's use or otherwise of the CPE and VAS provided by third party Vendor.

9. All software products including but not limited to the operating systems embedded in hardware equipment are licensed for use but not sold to the Customer. All software and related intellectual property rights shall remain the property of HGC and/or its respective licensor(s) or owners. HGC may use third party software products and services to provide better service. HGC does not guarantee and is not responsible for the operational standard of third party software products and services that are not explicitly included in this offer will meet Customer's expectation.
10. User Acceptance Test ("UAT") to be carried out may be subject to the criteria and procedure agreed between HGC and the vendors. Customer shall sign the User Acceptance Certificate ("UAC") if the UAT is passed satisfactorily when all the deliverables specified in this agreement can be delivered without major technical problems.
11. In the event that the UAT is not passed within the schedule as agreed between Customer and HGC (if any) due to any issue arising from the part of Customer or any third parties (i.e. other than HGC and its appointed service vendor or contractor), HGC shall notify Customer of the same ("UAT Notification") and such an issue shall be resolved by Customer within 14 days from the date of the UAT Notification. Upon expiry of the said 14-day period ("Deemed Acceptance Period"), the delivered system will be deemed to have been accepted by Customer and Customer shall sign the UAC within 3 days unless Customer notifies HGC in writing of non-acceptance with reasonable justification. If Customer fails to sign the UAC within the aforesaid period, the Service Activation Date will commence from the date following the expiry date of the Deemed Acceptance Period and monthly service fee of the Services will apply accordingly.
12. All equipment warranty and maintenance, software subscription and/or software maintenance provided by the original product manufacturers/vendors/distributors shall commence according to the commencement date as determined by these product manufacturers/vendors/distributors (which is normally the product ex-factory date or ship-out date), and shall be provided according to the terms and conditions as stated by the respective product manufacturers/vendors/distributors.
13. HGC makes no warranties, express or implied, as to the Managed Service and VAS 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 Managed Service and VAS.
14. Maintenance service does not cover: (i) any technical or other issue arising from accident, casing damage, theft, fire, natural calamity; (ii) unauthorized installation, addition, dismantle, modification, transfer, alteration or repair, misuse, mis-operation or mis-handling of any operation program to any part or the whole of the CPE or the Services by the Customer, any users or third party engaged, employed, authorized, caused or allowed by the Customer; (iii) any other fault caused by third party hardware/software which is not installed/approved by HGC; (iv) the serial number on the CPE have been removed, defaced or altered; (v) removal or relocation of the CPE without the approval of HGC; or (vi) any other factors which is outside the reasonable control of HGC, and in which case extra costs may be incurred by Customer for any repair service or remedial action as requested for Services activation or resumption.
15. Customer must not copy, reproduce, re-configure, reverse engineer, decompile or disassemble the CPE in any manner. HGC reserves the right to claim against Customer the costs for any loss or damage to the CPE.
16. Separate set of terms and conditions applies to any VAS subscribed for.
17. 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.
18. 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.
19. During the performance of this Agreement, if HGC's costs increase due to changes in import and/or export tariffs in any applicable Country (or Region), both Parties agree that HGC shall not be prejudiced as a result of such changes or requested to assume the costs. Both Parties agree that the total contract price shall be adjusted in accordance with the actual changes in tariffs. HGC shall notify the Customer of the tariff changes in a timely manner and provide relevant supporting documents (official documents of tariff adjustments or Customs documents). The Customer shall pay to HGC at the latest price after receiving the notification.
20. Customer shall provide correct details of installation address ("**Installation Address**") and all other information as requested by HGC to facilitate installation and provision of the Service. HGC shall not be liable for any loss or damage due to the delay in

provision of the Service arising from any incorrect information provided by the Customer. HGC shall have the absolute discretion to determine whether the Installation Address is appropriate for provision of the Service and installation of the CPE.

21. Customer is solely responsible for the security, protection and backup of its own data when using the Service. The Service does not provide backup service to any of the data of Customer. HGC will not be liable for any loss or damage to any software and/or hardware installed in Customer's computer or other device/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 Service.
22. 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.
23. For Wi-Fi Access Point sharing setup (if applicable)
 - i. Customer agree release the Wi-Fi access points in the installation address, to join hgc on air as Wi-Fi hotspot for sharing the its Wi-Fi connectivity to public (AP sharing), valid until end of this agreement
 - ii. HGC agree to:
 - Offer 5 sets of hgc on air day pass to Customer. Each pass entitled 300 minutes air time daily, valid until end of this agreement.
 - Listing of the Customer site address details in hgc on air website (url: <https://www.hgcbroadband.com/tc/out-of-home/hotspots>) and other applicable websites (if available)
 - iii. HGC is entitled to get access to the facilities and the network devices for hgc on air configuration in the installation address or the site for the purpose of implementing the required maintenance and system changing and supporting activities at all reasonable times as determined by HGC.
 - iv. HGC reserves the right to carry out service changes and maintenance activities in connection with the facilities and the network devices with hgc on air configured in and/or placed in the installation address or the site.
 - v. Customer shall report the problem(s) or issue(s) arising from or otherwise in connection with AP sharing.
 - vi. HGC will not be liable for any loss or damage to any network devices nor be liable to customer or any third party for any direct or indirect loss or damage and all relevant claims arising from the use of AP sharing
 - vii. The above terms and conditions shall be subject to changes at the sole and absolute discretion of HGC. HGC reserves the right to make the final decision on, or in respect of any disputes arising from, the above terms and conditions, and the changes hereto.