

Terms and Conditions for IT Smart Hand Service Offer:

1. The Customer agrees to subscribe for the Service under this Offer 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 between the Customer and the Service Provider. The Customer acknowledges and agrees that the availability and actual activation date of the Service shall be subject to the final confirmation by the Service Provider. The Customer further acknowledges and agrees that the Service Provider 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. The Customer must give the Service Provider one month's prior written notice for termination of the Service. In the event of such termination or where the Service Provider terminates the Service due to the Customer's default during the Fixed Contract Period, the Customer agrees to pay to the Service Provider an early termination charge equivalent to the monthly instalment service fees multiplied by the number of months remaining of the Fixed Contract Period. If any Customer's payment is overdue on payment due date ("Payment Overdue Date"), then (a) all remaining charges due under this Offer shall accelerate and become due and payable on Payment Overdue Date; and (b) the Service Provider 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.
3. 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 and the Service will be continued. The Service Provider will charge the fee (on a monthly instalment basis, only if the Customer elected prior to the signing of this Offer) at the prevailing standard service fee(s) as shall be determined by the Service Provider from time to time or at the Standard One-Off Service Fee as set out in this Offer (whichever is the higher) unless and until terminated either by the Service Provider or by the Customer as set out herein.
4. The Service is NOT refundable, transferrable nor redeemable for any other goods and services.
5. The Service may be provided by either the Service Provider alone or the Service Provider together with a third party service providers and/or the original manufacturers ("the 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 Service Provider and/or the Vendor (as the case may be) which may be subject to change from time to time without prior notice. Unless otherwise stated herein, the Customer may be required to directly contact the relevant Vendor to address any issues of the Service (including but not limited to maintenance or repair issues). The Service Provider will not be liable to the Customer or any loss or damage arising from the Customer's use or otherwise of the Service provided by third party Vendor.
6. 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.
7. The Service Provider makes no warranties, express or implied, as to the Service and shall not be liable to the 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. The Service Provider specifically disclaims all implied warranties, including implied warranties of merchantability, fitness for purpose, title or non-infringement of third party rights of the Service. The Service Provider does NOT warrant to deliver nor guarantee any outcome, achievement, accomplishment, target performance, level of quality, project completion, nor any degree of project progress as a result of or upon completion of the Service.
8. 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 equipment or the Service 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 the Service Provider; (iv) the serial number on the equipment have been removed, defaced or altered; (v) removal or relocation of the equipment without the approval of the Service Provider; or (vi) any other factors which is outside the reasonable control of the Service Provider, and in which case extra costs may be incurred by the Customer for any repair service or remedial action as requested for the Service activation or resumption.
9. Invoices will be sent to the Customer's designated e-mail address. The Customer may login through the Service Provider 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 Service Provider from time to time (whichever is higher) will be charged for every copy of postal invoice. All payments (including non-recurrent charges, if any) will be billed in advance. Detailed payment instructions will be shown in the invoice.
10. 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 the Service Provider. The Service Provider 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.

11. The Customer shall provide correct details of service address ("**Service Address**") and all other information as requested by the Service Provider to facilitate provision of the Service. The Service Provider 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. The Service Provider shall have the absolute discretion to determine whether the Service Address is appropriate for provision of the Service.
12. The 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 the Customer. The Service Provider 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.
13. Notwithstanding other provisions stated herein, the aggregate liability of the Service Provider and any other suppliers / licensors engaged by the Service Provider to the Customer under this Offer shall be limited to the total amount payable under this Offer.
14. The Service Provider reserves its right to refuse any task request at its sole discretion if the Service Provider considers such request as inappropriate and/or out of the scope of such Service.
15. This Offer supersedes all understandings or prior agreements, whether oral or written, between the Customer and the Service Provider in relation to the Service specified in this Offer.
16. This Offer is subject to the Service Provider's final notice. The Service Provider reserves the right to change the terms and conditions of this offer at any time without prior notice and shall have final decision in case of any dispute. For details, please contact our account manager for enquiry and refer to this Offer.
17. This Offer is also subject to (a) General and Special Terms and 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 terms and conditions specified in this Offer, 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 terms and conditions specified in this Offer;
 - 2nd Priority: the Terms and Conditions of Sale; and
 - 3rd Priority: the General Terms and Conditions.