

TOWNGAS TELECOMMUNICATIONS FIXED NETWORK LIMITED

GENERAL TERMS AND CONDITIONS

A. GENERAL

1. Definitions

In these terms and conditions, the following words and expressions have the following meanings:

“Agreement” means these Conditions and the Quotation;

“Company” means Towngas Telecommunications Fixed Network Limited of 23rd Floor, 363 Java Road, North Point, Hong Kong;

“Conditions” means these terms and conditions and any other terms and conditions the Company may impose in respect of its Services;

“Customer” means the customer to whom the Company has agreed to provide the Services and whose details appear in the Quotation, and shall include its staff and authorised personnel;

“Customer Equipment” means any equipment, including but not limited to the servers, peripherals, wiring and other equipment provided by the Customer for the purpose of receiving the Services to be provided by the Company;

“Data Centre” means No. 22 Chun Cheong Street, Tseung Kwan O Industrial Estate, New Territories, Hong Kong;

“Deposit” means the deposit payable by the Customer to the Company in the amount as set out in the Quotation;

“Fees” means the fees as set out in the Quotation and all other charges payable by the Customer pursuant to these Conditions;

“HKSTP” means Hong Kong Science and Technology Parks Corporation, a body corporate incorporated under the Hong Kong Science and Technology Parks Corporation Ordinance (Cap. 565) which expression where the context so admits shall include its successors and assigns;

“Land Conditions” means a Lease dated 31st August 2022 and registered in the Land Registry by Memorial No. 22090901000161 made between HKSTP on the one part and the Company on the other part in respect of the Data Centre, including all variations, amendments and supplements thereto made from time to time;

“Quotation” means the quotation and/or agreement signed by the Company and the Customer for the provision of the Services by the Company to the Customer and to which these Conditions are attached;

“Services” means any services provided by the Company to the Customer as set out in the Quotation, including but not limited to the managed data centre services, data services, internet access services and cloud computing services; and

“Term” means the term or duration of the Agreement as set out in the Quotation.

The headings of these Conditions are for convenience only and shall not affect the interpretation of the Agreement.

2. Provision of Services

In consideration of the payment of the Fees, the Company shall provide the Services subject to these Conditions during the Term.

3. Payment Terms

- a. The Customer shall pay to the Company the Fees, inclusive of all applicable taxes and tariffs.
- b. The Fees shall be paid by the Customer without set-off or counterclaim.
- c. Unless otherwise set out in the Quotation, all one-off fees shall be payable upon signing of the Agreement, and all monthly fees shall be payable on the first business day of each calendar month except that the first month’s payment shall be paid on the signing of the Agreement.
- d. The Customer acknowledges that the provision of the Services is conditional on the Company receiving payment of the Fees in full. In the event of any non-payment of the Fees or suspected fraudulent activity in relation to payment of the Fees by the Customer, the Company reserves the right to forthwith withhold, suspend or cancel the Services.

- e. Interest will be charged on overdue accounts at a rate of 2% per month above the base rate from time to time in force of HSBC. Such interest will be calculated on a daily basis from the date payment was due until the date payment is received and will be compounded monthly.

4. Credit Approval and Security Deposit

- a. At any time during the Term, the Company reserves the right to carry out a credit check against the Customer. Upon the request of the Company, the Customer shall provide the Company with such credit information. Delivery of the Services is subject to credit approval.
- b. Upon signing of the Agreement, the Customer shall, if required under the Agreement, pay to the Company the Deposit as security for the Customer's performance of the Agreement.
- c. If there shall be any Fees in arrears or any breach of any terms herein by the Customer, the Company may apply the Deposit towards such arrears or remedying such breach and the Customer shall top-up any amount deducted.
- d. At the expiration or early termination of the Agreement, subject to any breach of the Agreement by the Customer, the Company shall refund the Deposit to the Customer within 3 months after the expiry or early termination of the Agreement. The Deposit is not transferable and is refundable to the Customer only upon full and final settlement of all outstanding amounts.

5. Suspension of Services

- a. The Company shall have the right to modify or discontinue any aspect of the Services at its discretion upon ten (10) days prior written notice to the Customer.
- b. The Company reserves the right to suspend the Services immediately for the following reasons:
 - i. in order to upgrade, repair or maintain the Services (including any telecommunications link, hardware or software);
 - ii. where the Customer fails to pay the Fees;
 - iii. where, in its reasonable opinion, it suspects that the Customer has breached the Land Conditions and/or its obligations under the Agreement;
 - iv. where the Customer does or suffers anything to be done which jeopardizes the Services or any network to which it is from time to time connected; or
 - v. where the Customer network or Customer Equipment is being used or is suspected of being used by a third party for spamming, hacking, or any other action that is or may be detrimental to the Services or the network.
- c. Once the Services have been suspended or terminated or access to the Customer Equipment is denied, reinstatement shall be at the sole discretion of the Company and subject to such conditions as the Company may think fit.
- d. The exercise of the Company's rights of suspension under this clause will not (i) exclude its rights to terminate the Services later in respect of that or any other event, nor (ii) prevent it from claiming damages from the Customer in respect of any breach.

6. Maintenance of Services

The Company shall have the right from time to time to carry out scheduled maintenance according to the maintenance schedule set out by the Company, or emergency maintenance without prior notice to the Customer. During such period, the Services may fall below the normal functioning level.

7. Warranty

- a. The Customer shall use the Services at its own risk.
- b. The Company does not provide any warranty in relation to the Services, whether implied or statutory, including but not limited to any warranty:
 - i. that the Services will be uninterrupted or error free;
 - ii. in respect of any result from the use of Services; and
 - iii. in respect of title, merchantability, or fitness for any purpose.

8. Customer Equipment and Warranties

- a. The Customer warrants that:
 - i. the Customer Equipment is safe and does not adversely affect or otherwise interfere with the operation, functionality and performance of equipment of other customers or cause any injury to any person;
 - ii. its staff and authorized personnel shall behave properly and shall not damage or interfere with the operation, functionality and performance of the equipment of other customers or cause any injury to any person;
 - iii. its use of the Services does not infringe any third party rights or violate any law; and
 - iv. it has sufficient title to the Customer Equipment to deal with the Customer Equipment as under this Agreement.
- b. The Customer agrees to indemnify the Company for any loss, damage, costs, claims or expenses suffered by the Company as a result of a breach of any of the above warranties.
- c. Unless otherwise agreed by the Company in writing, the Company shall not be liable for any damage to or the operation or maintenance of the Customer Equipment.
- d. The Customer acknowledges and agrees that it will not have any right of access to any part of the Data Centre, unless permitted by the Company at its absolute discretion under exceptional circumstances for the purpose of facilitating the Customer's receiving of the Services to be provided by the Company only, but not further or otherwise, on any conditions which the Company may impose.
- e. The Customer agrees, confirms and acknowledges that, notwithstanding any provision of this Agreement, any right or rights granted to the Customer for access to any part of the Data Centre (including without limitation those part or parts for housing the Customer Equipment) are limited for the purpose of receiving the Services to be provided by the Company only, but not further or otherwise. The Company hereby expressly reserves unto itself exclusive possession of, and exclusive control of access over, all parts of the Data Centre, and any right of the Customer to access any part or parts of the Data Centre (if any) shall be subject to the above reservation and rights of the Company.
- f. The parties hereto acknowledge and agree that HKSTP is the lessor of the Company in relation to the Data Centre under the Land Conditions and notwithstanding anything contained in this Agreement and any other documents made between the Company and the Customer, HKSTP has the right to enter and view the Data Centre for purposes stipulated under Clause B(16) of the Land Conditions, including inter alia ensuring that the user provisions contained in the Land Conditions are being strictly observed.
- g. Notwithstanding any provisions of this Agreement, the Customer acknowledges and agrees that it will comply with the Land Conditions, and it shall not take any action and shall refrain from doing any act that may be in breach of the Land Conditions.
- h. The Company may investigate suspected violations of any of the terms and conditions of this Agreement and/or the Land Conditions. The Customer will provide such assistance and information in its possession as may be required to help the Company in its investigation. The Customer consents to the Company requiring information from the Customer and the Customer's users and clients. If the Company has reasonable cause to believe that a violation has occurred or is about to occur, it may take such responsive action to stop or prevent such violation as it deems fit including, but not limited to, suspension or termination of the Services.

9. Customer Obligations

The Customer shall:

- a. not resell, hire or lease, or allow use of the Services by any third party other than its own customers, without the prior written consent of the Company (which consent shall only be given by the Company without breaching the Land Conditions); and where it resells, hire, leases or otherwise allows use of the Services to any of its own customers, it shall ensure that its customers comply with all relevant obligations of the Customer in respect of the Services;
- b. not utilise the Services in connection with the sending or receiving of materials or data which is in violation of any law or regulation or which may be viewed as being defamatory, offensive, abusive, indecent, obscene or in breach of confidence, privacy or any third party rights;
- c. not disrupt or cause to disrupt the network or equipment of the Company;
- d. ensure that it may only use the Services provided in the Data Centre for IT projects (as referred to in the Second Schedule of the Land Conditions); and
- e. provide all assistance required by the Company to provide the Services.

10. Service Rules and Practices of the Company

The Customer shall comply with any service rules and/or practices in relation to the Services which may be prescribed by the Company from time to time.

11. Confidential Information

- a. Each party shall treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which either the Company or the Customer desires to be held in confidence. Notwithstanding anything contained herein, the Company is expressly permitted to disclose to HKSTP any confidential information relating to the activities of the Customer in order to verify whether the Company is in breach of the Land Conditions.
- b. Either party may disclose information which would otherwise be confidential if and to the extent:
 - i. required by the law of the relevant jurisdiction;
 - ii. disclosed on a strictly confidential basis to the professional advisers, auditors and bankers of that party; or
 - iii. the information has come into the public domain through no act or omissions of that party or is otherwise previously known to that party not having been received in breach of any confidentiality undertaking.

12. Security

The Customer shall be responsible for protecting the Customer Equipment and any data or software contained therein from any unauthorised access. The Company provides no online security for the Customer Equipment except where otherwise stated.

13. Liability

Except in respect of any liability of the Company for death or personal injury resulting from the Company's gross negligence, the Company shall not be liable to the Customer for (i) any indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever, (ii) or any loss of business, profits, revenue or contracts, loss or corruption of data and all service interruptions whether caused by the gross negligence of the Company, its employees, subcontractors or agents, which arises out of or in connection with the provision of the Services by the Company.

14. Indemnity

The Customer shall indemnify the Company and keep the Company indemnified against all liabilities, claims, costs, losses, loss of profits, damages and expenses and other pecuniary or consequential loss (including reasonable legal costs and expenses) whatsoever arising from:

- i. any improper use or any use in violation of law or third party rights of the Services;
- ii. any breach of the Agreement by the Customer;
- iii. negligence, fraud, misconduct, act or omission by the Customer;
- iv. the implementation of the Customer's instructions by the Company; or
- v. the existence or conditions of the Customer Equipment.

15. Limitation of Liability

- a. Except to the extent prohibited by law, the Company's liability will be limited to:
 - i. in the case of Customer Equipment (where the Company agrees in writing to be liable for any damage as set out in clause 8(c) above), repairing or replacing the Customer Equipment or supplying equivalent equipment, or paying the cost of doing so; or
 - ii. in the case of the Services, supplying the Services again or paying the cost of doing so.
- b. Notwithstanding any other provisions herein, the liability of the Company will in no event exceed the total amount of the Fees received by the Company in the six months preceding the date of the events giving rise to the claim.

16. Force Majeure

- a. None of the parties shall be liable to any other for any delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control including, without limitation, any of the following: act of God, governmental act, war, fire, typhoon, flood, explosion, civil commotion or industrial dispute of a third party, armed hostilities, act of terrorism, revolution, blockade, embargo, strike, lock-out, sit-in, industrial or trade dispute, adverse weather, disease, accident

to (or breakdown of) plant or machinery, shortage of any material, labour, transport, electricity or other supply, or regulatory intervention.

- b. Subject to the party so delaying promptly notifying the other party in writing of the cause and the likely duration of the delay and PROVIDED THAT the party shall use reasonable endeavours to limit the effect of such event on the other party, the performance of the delaying party's obligations, to the extent affected by the delay, shall be suspended during the period that the cause persists PROVIDED THAT if performance is not resumed with thirty (30) days after that notice the non-delaying party may by written notice terminate this Agreement.

17. Termination

- a. The Agreement shall become effective on the day specified in the Quotation and ends at the expiration of the Term.
- b. The Customer shall notify the Company by submitting a signed termination form provided by the Company not less than one calendar month before the expiry of the Term if it does not wish to renew the Agreement. In the absence of such notice and unless the Company terminates the Agreement in writing in accordance with this clause, the Agreement shall automatically be renewed on a monthly basis on the same terms with the same amount of Fees payable by the Customer PROVIDED THAT the Agreement shall not in any case be renewable beyond the 27th day of June 2047 and accordingly, in respect of the final period of renewal, the expiry date of such final period shall be no later than the 27th day of June 2047, and either party may by one month's written notice terminate the Agreement during such renewed term.
- c. Either party may terminate the Agreement by immediate written notice if:
 - i. the other party is in material breach of any of its obligations under the Agreement and such breach is not remedied (if capable of remedy) after thirty (30) days' notice of default;
 - ii. the other party goes into liquidation whether compulsory or voluntary, or disposes of all or substantially all of its assets or business;
 - iii. the other party ceases to carry on business, has a receiver appointed, enters into any composition with its creditors, or suffers execution to be levied upon the space on the Customer's goods including without limitation the Customer Equipment;
 - iv. the Company is unable to offer the Services to the Customer; or
 - v. this Agreement is deemed to be a lease, sublease, licence or sublicense of the Data Centre or any part thereof due to any law, regulation or any other reason beyond the Company's control.
- d. Without prejudice to the generality of the foregoing, the Company may terminate this Agreement by immediate written notice to the Customer if there is any breach of the Land Conditions by the Customer.
- e. If the Customer terminates the Agreement prior to the expiry of the Term other than in accordance with subclause (c) above, it shall remain liable for the Fees for the entire Term.
- f. Unless otherwise provided in the Agreement, the Customer shall not be entitled to any refund of prepayments or transfer of such prepayments to any third party upon termination.
- g. The Company reserves the right to repossess, uninstall and remove all apparatus leased to the Customer if the Customer commits a breach of the Agreement or upon termination of the Agreement.

18. The Company's Right to Revise Terms and Conditions

The Company reserves the right to alter, add to or delete any of these Conditions at any time without giving prior notice to the Customer. The Customer agrees that the use (whether or not by the Customer) of the Services will constitute the Customer's acceptance of these Conditions (as from time to time amended).

19. Assignment

Subject to compliance with the Land Conditions, the Company is entitled to transfer and/or assign all or any of its rights and obligations hereunder to any third party without the consent of the Customer.

20. Gas Supply Services

- a. Notwithstanding any provisions in the Agreement to the contrary, the Customer acknowledges and agrees that the efficient supply of gas services by the Hong Kong and China Gas Company Limited ("Towngas") is a paramount consideration in the performance of and in giving effect to any provision under the Agreement.

- b. The Company reserves the right to suspend (and in its discretion reactivate) the Services in the event that Towngas disconnects, suspend the use of or otherwise cut off any gas pipelines or other infrastructure of any kind at any time or conducts emergency operations.
- c. If the Company exercises its rights in accordance with this clause 20, it shall not be considered a breach of the Agreement nor shall it be liable to the Customer for any loss, damage or liability sustained by the Customer or by any other person which is directly or indirectly attributable to such exercise.

21. Publicity

Except as otherwise stated in the Agreement, these Conditions grant no right to any party to use the other party or the other party's affiliates' trademarks, service marks or trade names or to otherwise refer to the other party in any marketing, promotional or advertising materials or activities. Neither party shall issue any publication or press release relating to, or otherwise disclose the existence of, or the terms and conditions of any contractual relationship between the parties including but not limited to these Conditions without the express written consent of the other party, except as may be required by law. The Customer consents and expressly allows the Company to disclose that the Customer uses the Services of the Company to other customers or potential customers of the Company.

22. Governing Law

These Conditions shall be governed by and construed in accordance with the laws of Hong Kong.

23. General Provisions

- a. Nothing in the Agreement shall be construed as creating any relationship of landlord and tenant or any licence or other right of occupation in land between the Company and the Customer and the Company shall always retain the exclusive possession of the Data Centre and the right of access thereto shall remain within the exclusive control of the Company at all times.
- b. If any of the provisions of the Agreement shall be illegal or invalid, it shall not affect the legality, validity, and enforceability of the other provisions of the Agreement. The illegal or invalid provision shall be deemed to have been deleted from the Agreement.
- c. The Customer shall not assign, novate, lease, licence or transfer any of its rights or obligations under the Agreement without the prior consent of the Company.
- d. No waiver by the Company shall be construed as a waiver of any preceding or succeeding breach of any provision under the Agreement.
- e. The Customer shall abide by all applicable laws in relation to the use of the Services.
- f. In the event of any inconsistency between the provisions of the Agreement and the Quotation or other agreements between the Company and the Customer relating to the subject matter of the Agreement, the provisions of the Agreement shall prevail.

TARIFF NO.: U0047-0401

PUBLISHED ON: 6TH OCTOBER, 2021

UNIFIED CARRIER LICENCE TELECOMMUNICATIONS
ORDINANCE (Chapter 106)
Towngas Telecommunications Fixed Network Limited (TTFN)

Name of Tariff: General Terms and Conditions

Description of Tariff: As per attached Effective

Date of Tariff: Immediate

名氣通電訊固網有限公司

一般條款及細則

A. 一般事項

1. 定義

在本條款及細則中，以下詞語及表達具有以下含義：

「協議」指本條款及報價；

「公司」指位於香港北角渣華道363號23樓的名氣通電訊固網有限公司；

「條款」指本條款及細則及公司可能就其服務施加的其他條款及細則；

「客戶」指公司已同意向其提供服務且其詳情載於報價內的客戶，包括其員工及授權人員；

「客戶設備」指為接收公司提供的服務而由客戶提供的任何設備，包括但不限於伺服器、周邊設備、佈線及其他設備；

「數據中心」指位於香港新界將軍澳工業邨駿昌街22號的名氣通香港2號數據中心；

「按金」指於報價內列明客戶須向公司支付的按金金額；

「費用」指報價中列明的費用及客戶根據本條款須支付的所有其他收費；

「科學園」指香港科技園公司，一個根據《香港科技園公司條例》（第565章）成立的法人團體，視乎文意亦包括其繼承人及受讓人；

「土地條款」指2022年8月31日簽訂並於土地註冊處以備忘錄編號22090901000161登記的租約，該租約由科學園與公司就數據中心簽訂，包括不時作出的所有變更、修訂及補充；

「報價」指公司向客戶提供服務與其簽署的報價及／或協議，並附有大本條款；

「服務」指公司向客戶提供的任何服務（如報價所列），包括但不限於管理數據中心服務、數據服務、互聯網接入服務及雲計算服務；

「期限」指報價中列明的協議期限或期間。

本條款的標題僅為方便而設，並不影響協議的解釋。

2. 服務提供

公司在收取費用後，於期限內根據本條款提供服務。

3. 付款細則

a. 客戶須向公司支付費用，包括所有適用稅款及關稅。

b. 客戶不得就支付費用進行抵銷或反訴。

c. 除非報價另有列明，所有一次性費用須於簽署協議時支付，所有月費須於每個日曆月的首個工作日支付，但首月費用須於簽署協議時支付。

d. 客戶承認提供服務之條件為公司已收到全額費用。如客戶未能支付費用或付款涉嫌欺詐行為，公司保留權利即時暫停、停止或取消服務。

e. 逾期帳戶將被收取按香港上海滙豐銀行有限公司當時生效之基本利率上額外加每月2%的利息。該利息將自付款到期日起每日計算，直至收到付款日為止，並按月複式計算。

4. 信用審批及保證金

a. 公司有權於合約期限內隨時對客戶進行信用檢查。在公司要求下，客戶須向公司提供相關信用資料。服務的提供須經信貸審批。

b. 簽訂協議時，客戶須按協議要求（如有）向公司支付保證金，作為其履行協議之擔保。

- c. 公司可將保證金用於支付客戶逾期未付之費用或對客戶違約的情況作出補救，客戶須補足被扣減之保證金。
- d. 合約期滿或提前終止時，若客戶無違約，公司須於合約期滿或提前終止後的三個月內退還保證金。保證金不可轉讓，僅可在客戶結清所有欠款後退還予客戶本人。

5. 服務暫停

- a. 公司有權在以書面形式通知客戶的十（10）天後，修改或停止任何服務內容。
- b. 公司保留因以下原因立即暫停服務的權利：
 - i. 為升級、維修或保養服務（包括任何電訊連接、硬件或軟件）；
 - ii. 客戶未能支付費用；
 - iii. 公司在合理理由下，懷疑客戶已違反土地條款及／或本協議下的義務；
 - iv. 客戶進行或允許進行任何危害服務或其不時連接之網絡的行為；
 - v. 客戶網絡或客戶設備被第三方用於濫發垃圾郵件、駭客攻擊或任何其他可能對服務或網絡造成損害的行為或疑似該等行為。
- c. 一旦服務被暫停、終止或對客戶設備的存取被拒絕，公司將全權決定並在其認為合適的情況下恢復服務。
- d. 公司行使本條款下的暫停權利不得被視為排除其日後因該等或其他事件終止服務的權利，或阻止其就任何違約行為向客戶索取賠償。

6. 服務維護

公司有權在無需提前通知客戶的情況下，根據其制定的維護計劃進行定期維護，或在緊急情況發生時進行緊急維護。維護期間，服務或會低於正常水平運作。

7. 保證條款

- a. 客戶須自行承擔使用服務的風險。
- b. 公司對服務不作任何明示或默示的保證，包括但不限於：
 - i. 服務將不受中斷或無錯誤；
 - ii. 使用服務所產生的任何結果；及
 - iii. 所有權、適銷性或適合任何特定用途的保證。

8. 客戶設備及保證

- a. 客戶保證：
 - i. 客戶設備安全，且不會對其他客人設備的運作、功能及性能產生不良影響或干擾，或對任何人造成傷害；
 - ii. 客戶及其授權人員行為得當，不得損壞或干擾其他客戶設備的運作、功能及性能，或對任何人造成傷害；
 - iii. 客戶使用服務不會侵犯任何第三方權利或違反任何法律；
 - iv. 客戶對其設備擁有充分所有權以根據本協議處理該設備。
- b. 客戶同意就違反上述保證而導致公司所蒙受的任何損失、損害、成本、索賠或費用向公司作出彌償。
- c. 除非公司另有書面同意，公司不須對客戶設備的任何損壞、操作及維護負責。
- d. 客戶承認並同意，除非公司在特殊情況下為促進服務提供目的而行使絕對酌情權，否則客戶無權進入數據中心的任何部分，公司可對該權限設限。
- e. 客戶同意、確認及承認，無論本協議有任何規定，其進入數據中心任何部分（包括存放客戶設備之處）的權利，僅限於接受公司提供的服務為目的。公司保留對數據中心所有部分的獨有享有權及入口控制權，而客戶對數據中心任何部分的存取權利須受此限制。

- f. 雙方承認及同意，根據土地條款，科學園為數據中心的出租方，科學園有權就土地條款第B(16)條下列明的目的進入並查察數據中心，包括確保土地條款的用戶條款獲得嚴格遵守。
- g. 無論本協議有任何規定，客戶承認及同意將遵守土地條款，並不得採取任何違反土地條款的行動或行為。
- h. 公司可調查任何涉嫌違反本協議及／或土地條款的行為。客戶須按要求提供協助和所持資料以幫助公司調查。客戶同意公司可向其及其用戶和客戶索取資料。如公司合理懷疑違規行為已發生或將發生，公司可採取措施阻止或防止該違規行為，包括但不限於暫停或終止服務等措施。

9. 客戶義務

客戶須遵守以下義務：

- a. 如未經公司事先以書面形式同意，不得轉售、出租、租賃或允許其客人以外的第三方使用服務（公司僅在不違反土地條款的情況下才會給予同意）；如其將服務轉售、出租、租賃或以其他方式允許其客人使用，其須確保其客人遵守本條款下與服務相關的所有義務；
- b. 不得利用服務傳送或接收違反法律或法規、或可能被視為誹謗性、冒犯性、濫用性、不雅、淫穢或違反信任、隱私或第三方權利的資料或數據；
- c. 不得破壞或導致公司的網絡或設備被破壞；
- d. 確保僅可將服務用於數據中心內依據土地條款附表二所指明的資訊科技項目；
- e. 給予公司為提供服務所需的全部協助。

10. 公司服務規則及規範

客戶須遵守公司不時制定的任何與服務相關的規則和／或規範。

11. 保密信息

- a. 各方須對因簽訂或履行本協議而收到或獲得的、且任何一方希望保密的信息進行嚴格保密。無論本協議有任何規定，公司明確被允許向科學園披露任何關於客戶活動的保密信息，以核實公司是否違反土地條款。
- b. 任何一方可在以下情況並僅限於必要範圍內披露原本應保密的信息：
 - i. 根據相關司法管轄區法律要求；
 - ii. 以嚴格保密方式向該方的專業顧問、審計師及銀行披露；或
 - iii. 信息已因該方非行為或疏忽而進入公共領域，或該方先前已知悉該信息且該信息並非因違反任何保密承諾而獲得。

12. 保安

客戶須負責保護客戶設備及其中的任何資料或軟件，防止未經授權的存取。除非另有說明，公司不會為客戶設備提供任何網絡保安服務。

13. 責任

除公司因重大疏忽導致死亡或人身傷害的責任外，公司不須對客戶承擔以下任何責任：

- i. 任何間接或衍生的損失或損害、費用、開支或其他衍生的賠償要求；
- ii. 任何業務、利潤、收入、合約損失、資料遺失或損壞、及所有服務中斷，不論是否由公司、其僱員、分包商或代理的重大疏忽引致，且該等損失源於或與公司提供的服務有關。

14. 彌償責任

客戶須對公司作出彌償並確保公司在所有責任、索償、費用、損失、利潤損失、損害及開支，及其他財務或衍生的損失（包括合理的法律費用及開支）上得到彌償，該等損失源於：

- i. 任何不當使用、違反法律或第三方權利使用本服務的行為；
- ii. 客戶違反本協議；

- iii. 客戶的疏忽、欺詐、不當行為、行動或遺漏；
- iv. 公司執行客戶的指示；或
- v. 客戶設備的存在或狀況。

15. 責任限制

- a. 除法律禁止外，公司的責任僅限於：
 - i. 修理或更換客戶設備，或提供同等設備，或支付相關費用（當公司以書面形式同意承擔第8(c)條所述責任時）；或
 - ii. 重新提供服務或支付相關費用。
- b. 無論本協議有任何規定，公司的責任在任何情況下不會超過引起索償事件發生前六個月內其所收取的費用的總額。

16. 不可抗力

- a. 沒有一方須對任何一方因超出其合理控制範圍的原因所致的延誤或義務不履行負責，原因包括但不限於天災、政府行為、戰爭、火災、颱風、水災、爆炸、社會騷亂或第三方勞資爭議、武裝敵對、恐怖主義行為、革命、封鎖、禁運、罷工、停工、佔據、工業或貿易糾紛、惡劣天氣、疾病、工廠或機械意外（或故障）、物資、勞工、運輸、電力或其他供應短缺，或監管干預。
- b. 如受影響方立即以書面形式通知另一方造成延誤的原因及預計持續時間，並盡合理努力減輕該事件對另一方的影響，受影響方須履行之責任，以受影響的範圍為限，將在該事件持續期間暫停。若須履行之責任在通知後三十（30）日內未能恢復，非受影響方可以書面形式通知另一方終止本協議。

17. 終止

- a. 本協議於報價內指定之日生效，並於期限屆滿時終止。
- b. 客戶若不欲續約，須於期限屆滿前不少於一（1）個日曆月，向公司遞交已簽署的由公司提供的終止表格以通知公司。若客戶未有作出此通知且公司未根據此條款以書面形式終止協議，協議將自動以相同條款按月續約，而客戶須繼續支付相同費用。但本協議在任何情況下不得續約至2047年6月27日後，且最後續約期的終止日期不得遲於2047年6月27日。任何一方均可於續約期內提前一個月以書面形式通知終止本協議。
- c. 任何一方可在以下情況下即時以書面形式通知另一方終止協議：
 - i. 對方嚴重違反協議下的任何義務，且於違約通知後三十（30）日內未能補救（若可補救）；
 - ii. 對方進入清盤程序或被強制清盤，或處置全部或主要資產或業務；
 - iii. 對方停止營業、被委任接管人、與債權人和解，或其資產包括客戶設備被扣押執行；
 - iv. 公司無法向客戶提供服務；或
 - v. 因法律、法規或其他公司無法控制的原因，本協議被視為數據中心或其部分的租賃、分租、許可或轉許可。
- d. 在不影響上述條款效力的前提下，若客戶違反土地條款，公司可即時以書面形式通知客戶終止本協議。
- e. 客戶若非根據上述(c)款提前終止協議，其仍須支付整個期限內之費用。
- f. 除非協議另有規定，客戶終止協議後不得要求退還預付款或將其轉讓予任何第三方。
- g. 若客戶違反協議或協議終止，公司有權收回、拆除及移除租予客戶之所有設備。

18. 公司修改條款及細則之權利

公司保留隨時更改、增加或刪除任何條款及細則的權利而無需事先通知客戶。客戶同意其使用（不論是否由客戶本人使用）服務即表示接受（隨時修訂的）條款及細則。

19. 轉讓

在遵守土地條款的前提下，公司有權將本協議下全部或部分權利與義務轉讓給任何第三方，而無需客戶同意。

20. 煤氣供應服務

- a. 即使本協議有任何相反條款，客戶承認及同意香港中華煤氣有限公司（「煤氣公司」）有效供應煤氣服務是本協議履行及執行任何條款的首要考慮。
- b. 若煤氣公司在任何時間中斷、暫停使用或以其他方式切斷任何煤氣管線或任何其他設施或進行緊急操作，公司保留暫停（並酌情重新啟動）服務的權利。
- c. 若公司依據本協議第20條行使權利，其不得被視為違反本協議，亦不須就因此而直接或間接引致客戶或任何其他人所蒙受的任何損失、損害或責任承擔責任。

21. 宣傳

除本協議另有規定外，這些條款並不授予任何一方使用另一方或其關聯公司的商標、服務標誌或商號，或以其他方式在任何市場推廣、促銷或廣告材料或活動中提及另一方的權利。除法律要求外，任何一方在未取得另一方以書面形式同意的情況下，不得發布任何有關或以其他方式披露雙方合同關係的條款及細則的出版物或新聞稿（包括但不限於本條款）。客戶同意及明確允許公司向公司其他客戶或潛在客戶披露客戶使用本公司的服務。

22. 適用法律

本條款受香港法律管轄並須按其解釋。

23. 一般條款

- a. 本協議中任何內容均不得被解釋為在公司與客戶之間設立任何業主與租客關係、土地使用許可或其他佔用權利；而公司始終保留對數據中心的獨有享有權，並一直對該處的進出權有專有控制。
- b. 若本協議中的任何條款被裁定非法或無效，該裁定不應影響本協議其他條款的合法性、有效性及可執行性。該非法或無效條款應視為已從本協議中刪除。
- c. 未經公司事先同意，客戶不得轉讓、變更、租賃、授權或轉移其在本協議中的任何權利或義務。
- d. 公司任何寬免均不得被解釋為其對任何先前或後續違反本協議任何條款放棄其權利。
- e. 客戶須遵守所有有關使用服務的適用法律。
- f. 若本協議之條款與報價或公司與客戶之間的其他協議條款存在任何不一致，則以本協議條款為準。

上述中文譯本僅供參考，文義如與英文正本有所歧異，概以英文版本為準。

關稅編號：U0047-0401

公布日期：2021年10月6日

統一營運商牌照電訊條例（第106章）

名氣通電訊固網有限公司（TTFN）

關稅名稱：一般條款及細則

關稅說明：如附件所示

關稅生效日期：即時生效