

TGT HONG KONG DATA CENTRE TERMS AND CONDITIONS

1. Definitions

In this Agreement, unless the context requires otherwise the following expressions shall have the following meanings respectively:

“Agreement” means these terms and conditions, the Data Centre Rules and any amendments or supplements to this Agreement.

“Centre Operator” means Towngas Telecommunications Fixed Network Limited.

“Customer” means the person, firm or company subscribing for the Services under this Agreement.

“TGT Hong Kong Data Centre 1” means 19/F, Two Portside, 9 Pat Tat Street, San Po Kong, Kowloon, Hong Kong.

“TGT Hong Kong Data Centre 2” means No. 22 Chun Cheong Street, Tseung Kwan O Industrial Estate, New Territories, Hong Kong.

“Charges” means the installation charge, monthly charge and all other charges from time to time applicable in respect of the Services as described in the Quotation and such other charges for the Services for which the Customer is liable.

“Data Centre” means TGT Hong Kong Data Centre 1 and TGT Hong Kong Data Centre 2 or, where context requires, any one of them.

“Data Centre Rules” means the rules specified by the Centre Operator regarding use of the Services and as set out in Schedule 1 hereto, which rules may be revoked, amended or modified, either in whole or in part, from time to time at the Centre Operator’s discretion on fourteen (14) days’ notice to the Customer.

“Deposit” means the deposit payable by the Customer to the Centre Operator in accordance with Clause 4(a).

“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 Centre Operator.

“Fees” means the fee(s) 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 of TGT Hong Kong Data Centre 2” 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 Centre Operator on the other part in respect of TGT Hong Kong Data Centre 2, including all variations, amendments and supplements thereto made from time to time.

“Quotation” means the quotation and/or agreement signed by the Centre Operator and the Customer for the provision of the Services by the Centre Operator to the Customers and to which these Conditions are attached.

“Services” means the services as set out in the Quotation and/or the service level commitment of TGT Hong Kong Data Centre 2 (as amended from time to time) to be provided by the Centre Operator to the Customer as modified from time to time and such other types of services as may be provided by the Centre Operator from time to time.

“Term” means the term or duration of this Agreement as stated above, or such other longer term as may be agreed between the Centre Operator and the Customer.

2. Service Overview (applied to TGT Hong Kong Data Centre 2 only)

- (a) Both the Customer and Centre Operator acknowledge that in order to comply with the terms and conditions of the Land Conditions of TGT Hong Kong Data Centre 2, the Centre Operator undertakes, and the Customer hereby confirms and agrees that nothing in this Agreement shall be in conflict with or undermine the fundamental basis or principle, that the Centre Operator will not and does not agree to assign, demise, underlet or part with the possession of TGT Hong Kong Data Centre 2 or any part thereof or otherwise dispose of TGT Hong Kong Data Centre 2 or any part thereof or any interest therein or enter into any agreement to do so nor to permit any other party by way of a licence or otherwise to occupy TGT Hong Kong Data Centre 2 or any part thereof to the intent that the Centre Operator shall always retain the exclusive

possession of TGT Hong Kong Data Centre 2 and that the right of access thereto shall remain within the exclusive control of the Centre Operator at all times.

- (b) Notwithstanding any provisions of this Agreement, the Customer and the Centre Operator acknowledge and agree that they will comply with the Land Conditions of TGT Hong Kong Data Centre 2, and the parties shall not take any action and shall refrain from doing any act that may be in breach of the Land Conditions of TGT Hong Kong Data Centre 2.
- (c) Notwithstanding any provisions of this Agreement, the Customer and the Centre Operator acknowledge and agree that the Customer must ensure that it may only use the Services provided in TGT Hong Kong Data Centre 2 for IT projects (as referred to in the Second Schedule of the Land Conditions of TGT Hong Kong Data Centre 2).
- (d) The Customer agrees, confirms and acknowledges that, notwithstanding any provisions in this Agreement, any right or rights granted to the Customer for access to any part of TGT Hong Kong Data Centre 2 (including without limitation those part or parts for housing the Equipment) are limited for the purpose of receiving the Services to be provided by the Centre Operator only, but not further or otherwise.
- (e) The parties hereto acknowledge and agree that HKSTP is the lessor of the Centre Operator in relation to TGT Hong Kong Data Centre 2 under the Land Conditions of TGT Hong Kong Data Centre 2 and notwithstanding anything contained in this Agreement and any other documents made between the Centre Operator and the Customer, HKSTP has the right to enter and view TGT Hong Kong Data Centre 2 for purposes stipulated under Clause B(16) of the Land Conditions, including inter alia ensuring that the user provisions contained in the Land Conditions of TGT Hong Kong Data Centre 2 are being strictly observed.
- (f) The parties hereto further agree that if there is any inconsistency or conflict between the provisions contained in this Clause 2 and the provisions contained in any other part(s) of this Agreement, the former shall prevail.

3. Rules

The Customer will comply with the Data Centre Rules. The Customer will perform its obligations under this Agreement in a manner consistent with any standard, procedure, condition or restriction set out in the Data Centre Rules.

4. Customer Access

- (a) 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 Centre Operator at its absolute discretion under exceptional circumstances for the purpose of facilitating the Customer's receiving of the Services to be provided by the Centre Operator only, but not further or otherwise, on any conditions which the Centre Operator may impose.
- (b) The Centre Operator 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 Centre Operator.

5. Charges

The Customer will:

- (a) pay the Centre Operator the deposit in accordance with the Quotation to secure the due observance and performance of this Agreement.
- (b) pay the Centre Operator the Charges together with all taxes, tariffs, duties assessments and other charges relating to its use of the Services in accordance with the Quotation:
 - i. in the case of repeating charges, on the first business day of every calendar month during the Term. The first payment will be made upon signing of the Quotation and if the Agreement does not start on the first day of a calendar month the payment will be calculated according to the number of remaining days in that month on a pro rata basis using a thirty (30) day month; and
 - ii. in the case of occasional Charges, on the date for payment specified in the Quotation, or in any event no later than thirty (30) days after the date of the notice of the Charges to the Customer.
- (c) The Centre Operator reserves the right to change the Charges by giving the Customer thirty (30) days' notice.

- (d) The Deposit will be retained by the Centre Operator free of any interest to the Customer.

Without affecting any right or remedy which the Centre Operator may have, the Centre Operator may deduct from the Deposit the amount of any loss, damages or expenses sustained or incurred by the Centre Operator as a result of any breach of this Agreement by the Customer. Upon demand by the Centre Operator, the Customer will immediately pay to the Centre Operator an amount equivalent to the deducted amount to replace the part of the deposit so used by the Centre Operator. Subject to the foregoing, the Centre Operator will repay any unused Deposit within thirty (30) days after the expiry of the Term, or within thirty (30) days after the settlement of the last outstanding claim by the Centre Operator against the Customer, whichever is later.

6. Payment Terms

- (a) The Customer shall pay to the Centre Operator the Fees, inclusive of all applicable taxes and tariffs.
- (b) This Agreement shall continue after the expiry of the Term until terminated by either party giving one month's written notice to the other.
- (c) All charges which would have been paid during the unexpired portion of the Term should be paid and settled on or before the date of termination of this Agreement.
- (d) The Fees shall be paid by the Customer without set-off or counterclaim.
- (e) Unless otherwise set out in the Quotation, all one-off fees shall be payable upon signing of the Quotation, 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 Quotation.
- (f) The Customer acknowledges that the provision of the Services is conditional on the Centre Operator 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 Centre Operator reserves the right to forthwith withhold, suspend or cancel the Services.
- (g) 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. The outstanding Charges and interest will be recoverable by the Centre Operator as a debt.
- (h) If the customer fails to settle any debt due, Centre Operator shall have a lien on the Equipment and is entitled to retain such Equipment or to sell the Equipment at any price in such manner as it deems fit for payment of any such debt and the cost of sale shall be solely borne by the Customer.

7. Maintenance

- (a) The Centre Operator may conduct routine scheduled maintenance of the Data Centre according to the maintenance schedule set by the Centre Operator.
- (b) The Centre Operator may also perform emergency maintenance at any time without prior notice. The Centre Operator will endeavour to notify the Customer of the event and estimated time period of the emergency maintenance.
- (c) During scheduled and emergency maintenance, the Equipment or other elements of the systems associated with the Services may function below normal levels, or not function at all, including failing to transmit and receive data. The Customer may be unable to access the Equipment, whether physically or remotely. The Customer must decide whether to make arrangements to minimize any loss or inconvenience arising from maintenance events, as the Centre Operator will not be responsible for such loss or inconvenience.

8. Centre Management

- (a) The Centre Operator will provide the Services and use commercially reasonable endeavour to maintain the Equipment and facilities in a good and workmanlike manner. The Centre Operator does not warrant or represent that the Services or the use of the Equipment will be uninterrupted or error free nor warrant or represent any result from the use of the Services or the Equipment. A service level agreement in relation to particular Services may set out the exclusive remedy for any interruption or error in the Services.
- (b) The Centre Operator may upgrade, modify or discontinue any aspect of the Services or the Equipment at its discretion on notice to the Customer as set out in the Data Centre Rules. If the Customer can show that a proposed modification or discontinuation will materially adversely affect the Customer's business then the Centre Operator will negotiate in good faith to continue the

Services or the supply of the Equipment on charges altered to reflect the carrying costs of the Services or the Equipment (as the case may be) shared among the Customers requiring it.

- (c) The Centre Operator may investigate suspected violations of any of the terms and conditions of this Agreement (which includes the Data Centre Rules) and/or the Land Conditions of TGT Hong Kong Data Centre 2. The Customer will provide such assistance and information in its possession as may be required to help the Centre Operator in its investigation. The Customer consents to the Centre Operator requiring information from the Customer and the Customer's users and clients. The Centre Operator may deny access at the router or other level to the Equipment during an investigation. If the Centre Operator 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 or the supply of any equipment for the purpose of the Services.

9. Intellectual Property Rights

- (a) Unless otherwise agreed in writing, any internet resource (including an internet protocol address) held, provided or procured by a party will remain the property of that party and the other will have no right, title or interest in that resource. The controlling party will have the right to withdraw any internet resource at any time.
- (b) Any internet protocol address allocated by the Centre Operator to the Customer will, as between the parties, remain the property of the Centre Operator, and the Customer will acquire no right to such address.
- (c) The Customer will not use, imitate or reference the name, logo, trade name, trade mark or get-up of the Centre Operator without the prior written consent of the Centre Operator.

10. Traffic Management

The Customer will not utilize the Services in a manner which, in the view of the Centre Operator, significantly distorts traffic balance on the Centre Operator's circuits which are shared with other users. If, in the reasonable view of the Centre Operator, the Customer's traffic patterns cause or may cause such distortion, the Customer should have a dedicated circuit capability. If the Customer declines to do so then the Centre Operator may suspend the Services while the matter is being resolved. If there is no resolution within five (5) business days then either party may terminate the Agreement.

11. Limitation of Liability

The Centre Operator will not under any circumstances be liable for:

- (a) any loss or damages due to the overflow of water, influx of rain water or sea water into the Data Centre, or the activities of rats or other vermin in the Data Centre, or the escape of fumes, smoke, fire or any other substance or thing from anywhere within the Data Centre, or caused as a result of burglary or robbery or due to the defect in or breakdown or suspension of services of the lifts, escalators, fire and security services, air-conditioning plant, telecommunication infrastructure, power supply system, fire protection system or other services of the building of which the Data Centre form part;
- (b) any loss or damages due to the neglect or default of the customers, tenants and/or occupiers of any other parts of the Data Centre or the building and their employees, agents, licensees and visitors;
- (c) any incidental, indirect, consequential, special or economic loss or damage (including but not limited to loss of profit, business, management time, data, records, goodwill or claims of customers) by the Customer howsoever arising out of this Agreement, the provision of the Services or any equipment for the purpose of the Services or the operation of the Data Centre;
- (d) any loss or damages due to or in respect of any inherent defect or design defect in any equipment or systems in the Data Centre or any objection relating to the rights of user in relation to the building; or
- (e) be obliged to rectify or to improve the quality or defect in connectivity, any equipment, systems or facilities in the Data Centre or performance level which may have been caused by acts, default or negligence of any third party, or due to depreciation of any equipment, systems or facilities, or due to any reason not attributable to the Centre Operator's default in carrying out routine maintenance to any equipment, systems or facilities.

Except in relation to personal injury or death, the aggregate liability of the Centre Operator to the Customer whether arising in contract, tort (including negligence), statutory liability or otherwise will under no circumstances exceed the amount of the Charges paid to the Centre Operator during the period of six months prior to the event giving rise to the cause of action. Where a service level agreement provides a remedy in respect of downtime or other service issues, that remedy will be the Customer's sole right in relation to any claim.

12. Indemnity

The Customer will, as applicable, defend, indemnify and hold harmless the Centre Operator from and against the following, including all costs, losses, damage and expenses (including legal fees):

- (a) any third party claim in respect of or concerning any hardware, software or other systems of the Customer that the Customer has designed, installed and/or operates or claiming a breach of the third party's intellectual property rights;
- (b) any claim that any subcontractor or agent of the Customer may make against Centre Operator in respect of or concerning any work carried out in the Data Centre;
- (c) any claim, demand, action, proceeding whatsoever by any user of any system in the Data Centre connected to the Customer's system;
- (d) any loss or expense suffered by the Centre Operator due to the misuse of the Centre Operator's system by, or any act or default of, the Customer, its representative, employee, contractor, agent or customer; and
- (e) all claims, actions, proceedings, loss, damage, costs, expenses and liabilities whatsoever arising from any improper use, or any use in violation of law or third party rights, of the Services or the Equipment by the Customer or any person authorized or permitted by the Customer.

13. Suspension of Services

- (a) The Centre Operator 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 Centre Operator reserves the right to suspend or terminate 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 of TGT Hong Kong Data Centre 2 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 the 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) The exercise of Centre Operator'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 any respect of any breach.

14. Termination of Services

The Agreement commences on the day specified in the Quotation and ends at the expiration of the Term. The Customer shall in writing notify the Centre Operator not less than one 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 Centre Operator terminates the Agreement in writing, the Agreement shall automatically be renewed on a monthly basis on the same terms with the same amount of Fee 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.

- (a) This Agreement will terminate:
 - i. at the end of the Term if not renewed in accordance with this Clause;
 - ii. immediately on notice from either the Customer or the Centre Operator if the Centre Operator is unable to offer the Services to the Customer due to any law, regulation, or other reason beyond its control;

- iii. immediately on notice from the Centre Operator to the Customer if the Customer has failed to remedy a breach of this Agreement within 48 hours of notice to do so;
 - iv. immediately on notice from the Centre Operator to the Customer if there is any breach of the Land Conditions of TGT Hong Kong Data Centre 2 by the Customer;
 - v. fourteen (14) days from the service suspension; or
 - vi. if 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 Centre Operator's control.
- (b) The Customer will be liable for all Charges up to the date of termination without prejudice to the Centre Operator's right to any claim against the Customer for any breach of this Agreement.
- (c) Without prejudice to any other provision, if the Customer commits a breach of the Agreement, Centre Operator shall have the right, without the obligation to provide any prior notice to Customer, to (i) suspend and/or terminate all of any of the Services; and (ii) deny Customer's access to the Equipment, disconnect electricity supply to the Equipment and/or remove the Equipment of the Customer. Once the Services have been suspended or terminated or access to the Equipment denied, reinstatement shall be at the sole discretion of Centre Operator and subject to such conditions as Center Operator may think fit. For the avoidance of doubt, Centre Operator shall not be liable to the Customer for any loss or damage whatsoever in the event it exercises its suspension or termination rights hereunder.
- (d) Upon termination, whether under Clause 14(a) above or otherwise, the Customer will, without prejudice to the Centre Operator's rights to claim damages, become immediately liable to pay to the Centre Operator an amount comprising the aggregate of:
- i. all arrears of Charges and other monies accrued due and unpaid under the terms of this Agreement together with any interest thereon;
 - ii. any costs and expenses incurred by the Centre Operator in removing the Equipment and restoring any equipment, systems or facilities in the Data Centre or collecting any payments due under this Agreement, or otherwise in obtaining the due performance of the obligations of the Customer under this Agreement;
 - iii. the aggregate of all Charges that would have been payable during the unexpired term of the Term; and
 - iv. all and any other sums due under this Agreement.
- (e) For the avoidance of doubt, any payment in advance will not be refunded. Where applicable, credit will be given to the Customer to take account of the early receipt of payment by the Centre Operator and any cost savings as a result of early termination. The amount of such credit will be determined solely by the Centre Operator.
- (f) The Customer will remove all the Equipment within five (5) business days of termination.
- (g) If the Customer does not comply with its obligations in clause 14(f) within five (5) business days of termination of this Agreement, the Centre Operator will be entitled to remove all the Equipment by the Centre Operator and dispose of it in a manner as the Centre Operator thinks fit without any compensation or being liable to the Customer in any way. The cost of removal and disposal or sale will be recoverable from the Customer as debt. The proceeds of sale (if any) after deduction of all relevant costs will be credited to the Customer. Customer is not allowed to access or to remove Equipment until all outstanding payment is settled and confirmed by Towngas Telecom account department.
- (h) The Customer will return any manuals or other materials provided by the Centre Operator or the Manufacturer for use of the Equipment or the Services within five (5) business days of termination.
- (i) Without prejudice to anything which may appear in any lease, the Centre Operator reserves all rights to re-possess, uninstall and remove any equipment, systems and facilities provided to the Customer if the Customer breaches this Agreement or on termination of this Agreement.

15. General

- (a) The parties do not intend to create any tenancy or estate or interest or licence or other right of occupation in land and nothing in this Agreement will be construed as creating such relationship between the Centre Operator 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) This Agreement supersedes all prior agreements, arrangements and understandings between the parties and constitutes the

entire agreement between the parties relating to the subject matter hereof. Subject to sub-clause (f) below, no addition to or modification of any provision of this Agreement will be binding upon the parties unless made by a written instrument signed by a duly authorized representative of each of the parties.

- (c) If any of the provisions of this Agreement are held to be illegal or invalid, it will not affect the legality, validity, or enforceability of the other provisions of this Agreement. The illegal and invalid provision will be deemed to have been deleted from this Agreement.
- (d) The Customer will keep the terms of this Agreement confidential.
- (e) The Customer will abide by all applicable laws (whether of Hong Kong or of any relevant jurisdiction) in relation to the use of the Services and the Equipment. The Customer further warrants that its use of the Services and the Equipment does not infringe any third party rights or violate any law.
- (f) The Centre Operator may assign or charge this Agreement or its rights hereunder to any person subject to, insofar as TGT Hong Kong Data Centre 2 is concerned, compliance with the Land Conditions of TGT Hong Kong Data Centre 2. The Customer may not without the prior written consent of the Centre Operator assign, transfer or charge or purport to assign, novate, licence, lease, transfer or charge this Agreement or its rights or obligations hereunder whether in whole or in part to any person.
- (g) The Centre Operator 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).
- (h) This Agreement will be construed in accordance with the laws of the Hong Kong Special Administration Region of the PRC and the Centre Operator and the Customer hereby submit to the exclusive jurisdiction of the courts of the Hong Kong Special Administration Region of the PRC.
- (i) Data Centre Rules are listed in Schedule 1.
- (j) In the event of any inconsistency between the provisions of the Agreement and the Quotation or other agreements between the Centre Operator and the Customer relating to the subject matter of the Agreement, the provisions of the Agreement shall prevail.

Schedule 1 – Data Centre Rules

DEFINITIONS

Prohibited Materials: means materials which may jeopardize the safety, harmony and normal operation of the Data Centre, including, but not limited to, those listed in item 2.1.3.

Representatives: means individuals who have been identified and authorized in writing by the Customer on the “Customer Service Implementation Form”.

1. Access to Data Centre

1.1 Registration and Representation

- 1.1.1 The Centre Operator’s “Customer Service Implementation Form” should be filled in and signed by the authorized person with company chop and submitted, either by post or by fax, to the Centre Operator prior to the commencement of the Agreement.

TGT Hong Kong Data Centre 1

Postal Address: 19/F, Two Portside, 9 Pat Tat Street, San Po Kong, Kowloon.

Fax Number: 2908-6966

TGT Hong Kong Data Centre 2

Postal Address: 22 Chun Cheong Street, Tseung Kwan O Industrial Estate, New Territories, Hong Kong.

Fax Number: 2965-3524

- 1.1.2 Should there be any changes to any information on the “Customer Service Implementation Form” or the list of Representatives, the Customer shall deliver prior written notice to the Centre Operator. One day’s notice of the revised version of the “Customer Service Implementation Form” should be filled in and signed by the authorized person with company chop and submitted, either by post or by fax, to the Centre Operator.

1.2 Admission to the Data Centre

- 1.2.1 The Customer and its Representatives will not be given access to the Data Centre, except as permitted by the Centre Operator if the Centre Operator in its absolute discretion considers such access as necessary for the purpose of facilitating the Customer’s receiving of the Services to be provided by the Centre Operator only, but not further or otherwise, and then only on any conditions which the Centre Operator may impose.
- 1.2.2 If given access to the Data Centre, the Customer and its Representatives should make prior booking (at least one (1) day in advance) for the date and time of accessing and entering the Data Centre.
- 1.2.3 The Customer and its Representatives should strictly follow the Centre Operator’s Security Access Policy.
- 1.2.4 The Customer and its Representatives should observe the verification process of the Centre Operator prior to entering the Data Centre, including presenting identity, bearing the Centre Operator’s visitor card on every visit and return such visitor card immediately when leaving the Data Centre.
- 1.2.5 The activity of the Customer and its Representatives are confined to only accessing or entering area of the Data Centre as may be designated by the Centre Operator from time to time for the purpose of receiving the Services unless otherwise approved and accompanied by an authorized personnel of the Centre Operator.
- 1.2.6 If the Customer or its Representatives wants to bring any type of telecommunication Equipment, tester, computer machine, etc. in/out or to/from the Data Centre, he/she should fill in and present the Gate pass mentioned in the Centre Operator’s “Security Access Policy” at the reception counter.
- 1.2.7 The Customer agrees, confirms and acknowledges that, notwithstanding any provisions in this Agreement, any right or rights granted to the Customer for use of or access to any part of the Data Centre (including without limitation those part or parts for housing the Equipment) are limited for the purpose of receiving the Services to be provided by the Centre Operator only, but not further or otherwise. The Centre Operator 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 Centre Operator.

2. Use of the Data Centre Facility

2.1 Conduct at the Data Centre

2.1.1 The Customer and its Representatives should at all time not commit, but are not limited to, the following:

- a. misuse, abuse or damage, directly or indirectly or whatever, any of the Centre Operator's property or third party's equipment; and/or
- b. make any unauthorized use of or interfere with any property or Equipment of any other customers of the Centre Operator; and/or
- c. harass any individual, including the Centre Operator's personnel and representatives of other customers of the Centre Operator; and/or
- d. engage in any activity that is in violation of the law or that aids or assists in any criminal activity while inside the Centre Operator's property or in connection with the provision of services of the Data Centre.

2.1.2 If given access to the Data Centre, the Customer and its Representatives shall keep the Data Centre clean and free and clear of debris and refuse. The Customer and its Representatives shall not, except as otherwise agreed to in writing by the Centre Operator, commit, but are not limited to, the following:

- a. place any computer hardware or other items or matters in the Data Centre; and/or
- b. store or place any paper products or other combustible materials of any kind in the Data Centre; and/or
- c. bring any Prohibited Materials into the Data Centre.

2.1.3 The Customer and its Representatives are at all time prohibited to bring the following "Prohibited Materials", but by no means exhaustive, into the Data Centre, except as otherwise permitted by the Centre Operator:

- a. food and drink; and/or
- b. tobacco products; and/or
- c. explosives and weapons; and/or
- d. hazardous materials; and/or
- e. alcohol, illegal drugs and other intoxicants; and/or
- f. heavy machinery such as driller; and/or
- g. electro-magnetic devices which could interfere with computer; and/or
- h. telecommunications Equipment, which may cause interference or safety problem; and/or
- i. radioactive materials; and /or
- j. photographic or recording Equipment of any kind (other than tape back-up Equipment).

2.2 Schedules Maintenance

2.2.1 The Centre Operator will conduct routine scheduled maintenance of the Data Centre and Data Centre services according to the maintenance schedule set by the Centre Operator.

2.2.2 In the event of critical maintenance, the Centre Operator may need to perform emergency maintenance at any time.

2.2.3 During these scheduled and emergency maintenance periods (as listed in Item 2.2.1 and 2.2.2 above), Equipment may be interrupted and unable to transmit and receive data.

- 2.2.4 Customer agrees to cooperate with the Centre Operator during the scheduled and emergency maintenance periods.

3. Use of the Data Centre Online Services

3.1 Customer's Contents

- 3.1.1 Customer acknowledges that the Centre Operator exercises no control whatsoever over the contents of the information passing through Customer's web site(s).
- 3.1.2 It is the sole responsibility of Customer to ensure that the information its users transmit and receive complies with all applicable laws and regulations and the Data Centre Rules expressed hereunder.

3.2 Prohibited Activities

- 3.2.1 Customer will not be permitted and should not permit any persons ("Users") using Customer's online facilities and for services, including Customer's Web Site(s) and transmission capabilities, to do, but are not limited to, any of the following ("Prohibited Activities"):
 - a. send unsolicited commercial messages or communications in any form ("SPAM"), including, but are not limited to, sending mass advertisements for products or services, quick-getting-rich schemes, chain letters, or any unsolicited commercial e-mails, except:
 - i. a notice at the top of the e-mail specifying that bulk e-mail was sent to a list of subscribers and not sent to unwilling recipients; or
 - ii. a notice at the top of the e-mail describing an easy manner to unsubscribe from the subscriber list; or
 - iii. recipient's e-mail address not be masked in any way; or
 - iv. sender's e-mail address not be masked in any way, with a valid Reply-To header in the e-mail; and
 - b. engage in any activities or actions that infringe or misappropriate the intellectual property rights of others, including, but not limited to, using third party copyrighted materials without appropriate permission, using third party trademarks without appropriate permission or attribution, and using or distributing third party information protected as a trade secret information in violation of a duty of confidentiality; and/or
 - c. engage in any activities or actions that would violate the personal privacy rights of others, including, but not limited to, collecting and distributing information about Internet users without their permission, except as permitted by applicable law; and/or
 - d. send, post or host harassing, abusive, libelous, illegal or obscene materials or assist in any similar activities related thereto; and/or
 - e. store or distribute certain prohibited materials including, but not limited to, programs containing viruses or Trojan horses and tools to compromise the security of other sites; and/or
 - f. intentionally omit, delete, forge or misrepresent any transmission information, including headers, return mailing and Internet protocol addresses; and/or
 - g. engage in any activities or actions intended to withhold or cloak Customer's or its User's identity or contact information; and/or
 - h. use the Centre Operator's connectivity services for any illegal purposes, in violation of any applicable laws or regulations or in violation of the rules of any other service providers, web sites, chat rooms or the like; and/or
 - i. assist or permit any persons in engaging in any of the activities described above.
- 3.2.2 If the Centre Operator receives complaints from third party or detects any violation of online use policy, the Customer will be notified in the matter and should co-operate with the Centre Operator to resolve violation of any

prohibited activities in the future.

- 3.2.3 If Customer becomes aware of any Prohibited Activities, Customer should use best efforts to remedy such Prohibited Activities immediately, including, if necessary, limiting, blocking, suspending or terminating User's access to Customer's online facilities.

4. Suspension and Termination of Services

4.1 Breach of these Data Centre Rules

- 4.1.1 The Centre Operator reserves the right to suspend and/or terminate the Services at any time for any material failure of Customer, its Representatives, or its Users to comply with these Data Centre Rules without prior notice.

- 4.1.2 Any pre-payment of services will not be refunded or assigned to any third party.

5. Modification of these Data Centre Rules

- 5.1 The Centre Operator may change these Data Centre Rules upon fifteen (15) days' written notice to the Customer. The new Data Centre Rules shall be provided by the Centre Operator to Customer.

名氣通香港數據中心 條款及細則

1. 定義

在本協議中，除非上下文另有要求，以下詞語分別具有以下含義：

「協議」指本條款及細則、數據中心規則及對本協議的任何修訂或補充。

「營運中心」指名氣通電訊固網有限公司。

「客戶」指根據本協議訂購服務的人士、公司或機構。

「名氣通香港1號數據中心」指香港九龍新蒲崗八達街9號 Two Portside 19 樓。

「名氣通香港2號數據中心」指香港新界將軍澳工業邨駿昌街22號。

「收費」指根據報價中所述服務不時適用的安裝費、月費及其他任何收費，以及客戶須支付的其他服務費用。

「數據中心」指名氣通香港1號數據中心及名氣通香港2號數據中心，或視情況而定其中任何一個。

「數據中心規則」指中心營辦者所指定並詳列於本協議附表一有關服務使用的規則，該等規則可由營運中心不時自行決定全部或部分撤銷、修訂或修改，但須於修改前至少十四（14）天通知客戶。

「按金」指客戶根據第4(a)條向營運中心繳付的按金。

「設備」指為接收營運中心所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、布線及其他裝置。

「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。

「名氣通香港2號數據中心土地條款」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，該租約由科學園與中心營辦者就名氣通香港2號數據中心簽訂，包括不時作出的所有變更、修訂及補充。

「報價」指營運中心就向客戶提供服務與其簽署的報價及／或協議，並附有本條款。

「服務」指報價及／或名氣通香港2號數據中心的服務水平承諾書（不時修訂）中所列明並由營運中心向客戶提供（不時修改）的服務，及營運中心不時提供的其他類型的服務。

「期限」指本協議所述的期限或有效期，或營運中心與客戶雙方同意的其他較長期限。

2. 服務概述（只適用於名氣通香港2號數據中心）

- (a) 營運中心者及客戶雙方確認，為遵從名氣通香港2號數據中心土地條款的條款及細則，營運中心承諾，客戶亦確認及同意本協議內的任何內容不得損害或與此根本基礎或原則有所抵觸，營運中心不會亦不同意將名氣通香港2號數據中心或其任何部分轉讓、分租、授權、讓予任何其他方佔用、處置或簽訂任何協議處置名氣通香港2號數據中心或其任何部分或權益、或容許任何其他方以許可或其他形式佔用名氣通香港2號數據中心或其任何部分，以確保名氣通香港2號數據中心的獨有管有權及其進出權均在任何時間由中心營辦者獨有控制。
- (b) 無論本協議有任何規定，客戶與營運中心雙方承認及同意嚴格遵守名氣通香港2號數據中心的土地條款，不得採取及避免採取可能違反該等條件的任何行動。
- (c) 無論本協議有任何規定，客戶與營運中心雙方承認及同意客戶必須確保在名氣通香港2號數據中心所提供的服務僅用

於土地條款第二附表所列明的資訊科技項目。

- (d) 客戶同意，確認及承認，無論本協議有任何規定，其獲授予進出名氣通香港2號數據中心任何部分（包括存放設備的區域）的權利，僅限於接收營運中心提供的服務之用途，而不得超出此範圍。
- (e) 各方承認及同意，科學園為名氣通香港2號數據中心土地條款下營運中心的出租方，科學園有權根據土地條款第B（16）條所列明的目的進入及檢查名氣通香港2號數據中心，包括確保名氣通香港2號數據中心的用戶守則被嚴格遵守，此權利不受本協議或營運中心與客戶之間任何協議影響。
- (f) 各方同意，若本第2條與本協議其他部分之條款有任何不一致或衝突，以本第2條為準。

3. 規則

客戶將遵守數據中心規則。客戶將以符合數據中心規則中所列明的任何標準、程序、條件或限制履行其在本協議下的義務。

4. 客戶進出權

- (a) 客戶承認及同意，除非營運中心在特殊情況下為促進客戶接收營運中心提供之服務而行使絕對酌情權（僅限於此目的而不得就營運中心可能施加的任何條件作進一步或其他用途），否則客戶無權進出數據中心的任何部分。
- (b) 營運中心特此明確保留對數據中心所有部分的獨有管有權及進出管控權，客戶對數據中心任何部分的進出權（如有）均須受上述營運中心的保留權及權利所約束。

5. 收費

客戶將：

- (a) 根據報價支付按金給營運中心，以確保本協議被適當遵守及執行。
- (b) 根據報價中與使用服務相關的所有稅項、關稅、費用評估及其他費用，連同收費一併支付給營運中心：
 - i. 對於重複性收費，於協議期間每月的第一（1）個工作日支付。首次付款於簽署報價時支付，如協議起始日非該月第一（1）天，則按當月剩餘天數按三十（30）天月平均比例計算付款額；及
 - ii. 對於偶發性收費，於報價指定的付款日期支付，或在營運中心發出收費通知後不超過三十（30）天內支付。
- (c) 營運中心保留在提前三十（30）天通知客戶更改收費的權利。
- (d) 按金由營運中心保留，客戶不享有任何利息。

在不影響營運中心任何權利或補救措施的前提下，營運中心可從按金中扣除因客戶違反本協議而造成的任何損失、損害或費用。如中心營運商要求，客戶須即時支付等額款項，以補足被扣除的按金部分。在前述條件下，營運中心將於協議期滿後三十（30）天內，或於營運中心結清針對客戶的最後未決申索後三十（30）天內（以較晚者為準），歸還未使用的按金。

6. 付款條款

- (a) 客戶須向營運中心支付費用，包括所有適用稅項及關稅。
- (b) 本協議於期限屆滿後仍繼續有效，直至任何一方提前一（1）個月以書面形式通知對方終止本協議為止。
- (c) 在協議終止之日或之前，客戶仍須支付並結清協議剩餘期間的所有費用。
- (d) 客戶不得就支付費用進行抵銷或反訴。

- (e) 除非報價另有列明，所有一次性費用須於簽署報價時支付，所有月費須於每個日曆月的首个工作日支付，但首月費用須於簽署報價時支付。
- (f) 客戶承認提供之條件為營運中心已收到全額費用。如客戶未能支付費用或付款涉嫌欺詐行為，營運中心保留權利即時暫停、停止或取消服務。
- (g) 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，直至收到付款當日為止，並按月複式計算。逾期費用及利息為營運中心可追討的債務。
- (h) 若客戶未能償還欠款，中心營運商有權對設備行使留置權，並有權保留或出售該設備以償付欠款，因出售而產生的費用由客戶承擔。

7. 維護

- (a) 營運中心可按自身的維護計劃對數據中心進行定期維護。
- (b) 營運中心亦可在任何時間並在無需事前通知的情況下進行緊急維護。營運中心會盡力通知客戶有關事件及緊急維護預計所需的時間。
- (c) 於定期或緊急維護期間，設備或相關系統的運作可能會低於正常水平，甚至完全停止，包括無法收發數據。客戶可能無法透過實體或遙距存取設備。客戶必須自行安排以減少維護期間可能造成的損失或不便，營運中心對此不承擔任何責任。

8. 中心管理

- (a) 營運中心將提供服務並以商業合理的努力確保設備及設施維持良好狀態。營運中心不保證服務或設備的使用絕對不會中斷、無錯誤或會達到任何效果。服務水平協議中可列明對服務中斷或錯誤的獨有補救措施。
- (b) 營運中心可根據數據中心規則通知客戶有關任何服務或設備的升級、修改或終止。如客戶證明提出的變更或終止對其業務造成重大不利，營運中心將本着誠信原則協商並繼續提供服務或設備且調整收費，以反映受影響客戶間共同分擔之成本。
- (c) 營運中心可調查疑似違反本協議（包括數據中心規則及／或名氣通香港2號數據中心土地條件）的情況。客戶須提供協助及資料，以協助營運中心的調查。客戶同意營運中心向其、其用戶及客戶要求提供資料。營運中心可在調查期間拒絕接入用戶的路由器或設備。如營運中心有理由相信違約行為已發生或即將發生，營運中心可採取其認為適合的行動停止或防止違約行為，包括但不限於暫停或終止服務或設備供應。

9. 知識產權

- (a) 除非另有書面協議，任何由一方持有、提供或取得的互聯網資源（包括互聯網協議地址）將仍屬該方所有，對方不享有該資源的任何權利、所有權或利益。控制方有權隨時撤回任何互聯網資源。
- (b) 雙方同意由營運中心分配予客戶的任何互聯網協議地址仍屬營運中心所有，客戶不會因此取得該地址的任何權利。
- (c) 未經營運中心以書面形式同意，客戶不得使用、模仿或引用營運中心的名稱、標誌、商號、商標或外觀形象。

10. 流量管理

客戶不得以營運中心認為會嚴重扭曲營運中心與其他用戶共享的電路流量平衡的方式使用服務。若中心營辦者合理認為客戶的流量模式造成或可能造成此類扭曲，客戶應具備專用電路能力。若客戶拒絕，營運中心可在問題解決期間暫停服務。如在五（5）個營業日內無法解決，任何一方均可終止協議。

11. 責任限制

營運中心在任何情況下均不對以下事項承擔責任：

- (a) 因水溢出、雨水或海水流入數據中心，或老鼠或其他害蟲在數據中心內的活動，或數據中心內任何地方的煙霧、火災或其他物質或事物的逸漏，或因入室盜竊或搶劫，或因電梯、扶手電梯、消防及保安服務、空調設備、電訊基礎設施、供電系統、消防系統或數據中心所在大廈的其他服務的故障或中斷所導致的任何損失或損害；
- (b) 因客人、租戶及／或數據中心其他部分或大廈佔用者及其員工、代理人、持牌人及訪客的疏忽或違約所致的任何損失或損害；
- (c) 客戶因本協議、服務的提供或為服務目的所用的設備或數據中心的運作而產生的任何附帶、間接、衍生、特殊或經濟損失或損害（包括但不限於利潤損失、業務損失、管理時間損失、數據損失、記錄損失、商譽損失或客戶申索）；
- (d) 與數據中心內任何設備或系統的固有缺陷或設計缺陷有關的任何損失或損害，或與大廈使用權利相關的任何異議；
- (e) 強制要求糾正或改善數據中心內任何因任何第三方之行為、違約或疏忽所導致的連接質素問題或缺陷，或任何設備、系統或設施的缺陷或性能水平問題，或因設備、系統或設施的折舊，或任何與營運中心對設備、系統或設施的例行維護所致的問題。

除非涉及人身傷害或死亡，不論是基於合同、侵權（包括疏忽）、法定責任或其他原因，營運中心對客戶的全部責任均不會超過導致索賠事件發生前六（6）個月內客戶已向營運中心支付的收費總額。若服務水平協議提供關於停機或其他服務問題的補救措施，該補救措施將成為客戶就任何索賠的唯一權利。

12. 彌償責任

客戶須在適當情況下為營運中心辯護、向其作出彌償並使其免受以下事項帶來的損失，包括全部費用、損失、損害及開支（包括法律費用）：

- (a) 關於客戶設計、安裝及／或操作的任何硬件、軟件或系統，涉及第三方的任何索賠，特別是涉及第三方知識產權侵權的索賠；
- (b) 客戶的分包商或代理就數據中心內執行的任何工作向營運中心提出的任何索賠；
- (c) 任何連接至客戶系統的數據中心系統用戶提出的任何索賠、要求、訴訟或法律程序；
- (d) 因客戶、其代表、僱員、承包商、代理或客戶的行為或錯失或不當使用營運中心的系統而給營運中心造成的任何損失或費用；
- (e) 因客戶或其授權或容許之人不當使用服務或設備、違法或侵犯第三方權利所導致的所有索賠、訴訟、法律程序、損失、損害、費用及責任。

13. 服務暫停

- (a) 營運中心有權在不少於十（10）天的情況下以書面形式通知客戶，自行決定修改或停止任何服務內容。
- (b) 營運中心有權因以下原因即時暫停或終止服務：
 - 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. 客戶未支付費用；
 - iii. 營運中心合理懷疑客戶違反名氣通香港2號數據中心土地條款及／或本協議中的義務；
 - iv. 客戶作出或容許可能危及服務或其不時連接的任何網絡的行為；或
 - v. 客戶的網絡或設備被用於或疑似被第三方用於發送垃圾郵件、駭客攻擊或任何可能危害服務或網絡的行為。

- (c) 營運中心根據本條款行使暫停權利並不排除其日後就同一或其他事件終止服務的權利，亦不妨礙其就任何違約行為向客戶索償。

14. 服務終止

本協議自報價指定之日起生效，並於期限屆滿時終止。若客戶不欲續約，須於期限屆滿前不少於一個月以書面形式通知營運中心。若客戶未有作出上述通知且中心營運者未以書面形式終止本協議，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。

- (a) 本協議將於下列情況終止：

- i. 若未依本條款續約，則於期限屆滿時終止；
- ii. 客戶或營運中心因任何法律、規例或其他超出營運中心控制範圍的原因，並在營運中心無法向客戶提供服務的情況下即時通知終止協議；
- iii. 營運中心因客戶未能於通知後48小時內糾正違約行為而即時通知客戶終止協議；
- iv. 營運中心因客戶違反名氣通香港2號數據中心土地條款而即時通知客戶終止協議；
- v. 自服務暫停之日起十四（14）天後；或
- vi. 若因任何法律、規例或其他超出營運中心控制範圍的原因，本協議被視為是數據中心或其任何部分的租賃、轉租、許可或再許可。

- (b) 客戶須負責支付終止日期前產生的所有費用，且不影响營運中心依本協議對客戶提出的任何違約索償權利。

- (c) 在不影響其他條款之權利下，若客戶違反本協議，營運中心有權而無需提前通知客戶：(i) 暫停及／或終止全部或部分服務；及 (ii) 拒絕客戶存取設備、切斷設備電源及／或拆除客戶設備。服務一旦被暫停或終止或存取設備被拒絕，服務的恢復及條件由營運中心全權決定。為免生疑問，若營運中心行使該等暫停或終止權，其對客戶的任何損失或損害概不負責。

- (d) 不論是否根據上述第14(a)條或在其他情況下終止本協議，客戶在不影響中心營運者索取賠償權利的前提下，須立即向中心營運者支付以下款項之總額：

- i. 根據本協議所累積但未付之所有欠費及其他款項及其利息；
- ii. 營運中心拆除設備、恢復數據中心設備、系統或設施、收取款項或執行客戶義務所產生之成本及支出；
- iii. 在未到期限內應付之所有費用總額；及
- iv. 根據本協議應付之所有其他款項。

- (e) 為免生疑問，預付款項概不退還。若適用，營運中心會就提前收到款項以及提前終止所產生之成本節省向客戶給予相應的抵扣，抵扣金額由營運中心全權決定。

- (f) 客戶須於終止協議後五（5）個工作日內移除所有設備。

- (g) 若客戶未能於本協議終止後五（5）個工作日內履行第14(f)條之義務，營運中心有權移除所有營運中心的設備並按其認為合適的方式處理，且不需向客戶作任何賠償或承擔任何責任。設備移除及處理或出售之費用可以債務形式向客戶追討。扣除所有有關費用後的出售所得（如有）將記入客戶帳戶。客戶於所有未償還款項結清並由名氣通會計部確認之前，不得存取或移除任何設備。

- (h) 客戶須於終止協議後五（5）個工作日內歸還營運中心或製造商為使用設備提供的任何使用手冊或其他資料。

- (i) 在不影響任何租約中可能載有之條款的前提下，若客戶違反本協議或本協議終止，營運中心保留收回、拆卸及移除提供予客戶之任何設備、系統及設施的全部權利。

15. 一般條款

- (a) 雙方無意在本協議中設立任何租賃、產業權、權益、許可證或其他土地佔用權利，且本協議中任何條款均不應被解釋為在營運中心與客戶之間設立此類關係，公司始終保留數據中心的獨有管有權及對其進出權的獨有控制。
- (b) 本協議取代雙方之前所有協議、安排及理解，並構成雙方就本協議的事項所達成的完整協議。受限於以下第(f)條，增加或修改對本協議任何條款均須經雙方授權代表以書面形式簽署，方對雙方具約束力。
- (c) 若本協議的任何條款被裁定為非法或無效，該裁定不會影響本協議其他條款的合法性、有效性或可執行性。該非法及無效條款將被視為已從本協議中刪除。
- (d) 客戶應對本協議的條款保密。
- (e) 客戶在使用服務及設備時，須遵守所有適用法律（無論是香港或任何相關司法管轄區的法律）。客戶進一步保證其使用服務及設備不會侵犯任何第三方權利或違反任何法律。
- (f) 就名氣通香港2號數據中心而言，營運中心可將本協議或其權利轉讓或抵押予任何人士，但須遵守名氣通香港2號數據中心土地條款。客戶未經中心營運商事先以書面形式同意，不得將本協議或其權利或義務（無論全部或部分）轉讓、變更、授權、轉移或抵押，或假意進行上述行為。
- (g) 營運中心保留隨時修改、增加或刪除本等條款的權利，且無需於修改前通知客戶。客戶同意使用服務（無論是否由客戶使用）即被視為接受此等條款（包括不時修訂的條款）。
- (h) 本協議應依中華人民共和國香港特別行政區法律解釋，營運中心與客戶均同意接受香港特別行政區法院的專有司法管轄權。
- (i) 數據中心規則列於附表一。
- (j) 若本協議之條款與報價或營運中心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。

附表一 – 數據中心規則

定義

禁止物品：指可能危害數據中心的安全、和諧及正常運作的物品，包括但不限於第2.1.3項所列舉的物品。

代表人士：指已由客戶在「客戶服務執行表格」中獲得確認及書面授權的人。

1. 進出數據中心

1.1 登記及代表人

- 1.1.1 客戶須於本協議生效前，填寫「客戶服務執行表格」並由授權人員簽署及蓋上公司印章，以郵寄或傳真方式提交予中心營運商。

名氣通香港1號數據中心

郵寄地址：九龍新蒲崗百達街9號 Two Portside 19樓

傳真號碼：2908-6966

名氣通香港2號數據中心

郵寄地址：新界將軍澳工業邨駿昌街22號

傳真號碼：2965-3524

- 1.1.2 如「客戶服務執行表格」中的資料或代表人名單有任何更改，客戶須提前以書面形式通知營運中心。修改後的「客戶服務執行表格」須由授權人員簽署並蓋上公司印章，並於至少提前一天以郵寄或傳真方式提交營運中心。

1.2 進入數據中心

- 1.2.1 除非營運中心為協助客戶接收其提供服務行使絕對酌情權，並依據營運中心可能訂立的條件允許，否則客戶及其代表無權進入數據中心，營運中心可對該權限設限。
- 1.2.2 客戶及其代表如獲准進出數據中心，須提前至少一（1）天預約進出日期及時間。
- 1.2.3 客戶及其代表必須嚴格遵守營運中心的安全進出政策。
- 1.2.4 客戶及其代表須遵守營運中心於進入數據中心前的身份驗證程序，包括出示身份證明、佩帶營運中心發出的訪客證，並於離開數據中心時立即交回該訪客證。
- 1.2.5 客戶及其代表的活動範圍限於營運中心以接收服務為目的不時指定的數據中心範圍，除非另獲營運中心批准並由授權人員陪同。
- 1.2.6 如客戶或其代表欲攜帶任何類型的電訊設備、測試儀器、電腦機器等進出數據中心，須填寫並於接待處出示營運中心「安全進入政策」中所述的門禁證明。
- 1.2.7 客戶同意、確認及承認，無論本協議有任何規定，任何授予客戶使用或進出數據中心任何部分（包括但不限於存放設備的部分）的權利及權限，僅限於接收由營運中心提供的服務之目的，且不得超出此範圍。營運中心明確保留對數據中心所有部分的獨有享有權及入口控制權，客戶進出數據中心任何部分的任何權利（如有），均須受前述營運中心的權利及約束。

2. 使用數據中心設施

2.1 數據中心內的行為

2.1.1 客戶及其代表在任何時候不得從事包括但不限於以下行為：

- a. 直接或間接不當使用、濫用、損壞任何營運中心的財產或第三方設備；及／或
- b. 未經授權使用或干擾營運中心任何其他客人的財產或設備；及／或
- c. 騷擾任何個人，包括營運中心的人員及其他客人代表；及／或
- d. 在營運中心物業內或與數據中心服務提供有關的情況下，進行任何違法活動或協助任何犯罪行為。

2.1.2 獲准進入數據中心的客戶及其代表須保持數據中心清潔，無廢棄物和垃圾。客戶及其代表除非經營運中心書面同意，否則不得從事包括但不限於以下行為：

- a. 在數據中心放置任何電腦硬體或其他物品；及／或
- b. 在數據中心存放或放置任何紙質產品或其他任何易燃材料；及／或
- c. 攜帶任何禁止物品進入數據中心。

2.1.3 客戶及其代表在任何時候均不得攜帶下列「禁止物品」進入數據中心，除非營運中心另有允許，具體包括（但不限於）：

- a. 食物和飲料；及／或
- b. 煙草製品；及／或
- c. 爆炸物和武器；及／或
- d. 危險物質；及／或
- e. 酒精、非法藥物和其他麻醉品；及／或
- f. 重型機械設備，如鑽機；及／或
- g. 可能干擾電腦的電磁設備；及／或
- h. 可能引起干擾或安全問題的電訊設備；及／或
- i. 放射性物質；及／或
- j. 任何攝影或錄音設備（但備份帶設備除外）。

2.2 維護計劃

2.2.1 營運中心將根據其制定的維護時間表，對數據中心及其服務進行例行計劃維護。

2.2.2 在緊急情況下，營運中心可能需要隨時進行緊急維護。

2.2.3 在計劃和緊急維護期間（如上述第2.2.1及2.2.2條提到），設備可能會中斷，無法發送和接收數據。

2.2.4 客戶同意在計劃及緊急維護期間配合營運中心的工作。

3. 使用數據中心線上服務

3.1 客戶內容

3.1.1 客戶承認營運中心對通過客戶網站傳送的資訊內容不施加任何控制。

3.1.2 客戶單獨負責確保其用戶傳送和接收的信息符合所有適用法律法規及以下所述的數據中心規則。

3.2 禁止活動

3.2.1 客戶不被允許及不得允許任何使用客戶線上設施和服務（包括客戶網站及傳輸能力）的任何人士（「用戶」）進行包括但不限於以下任何行為（「禁止活動」）：

- a. 發送任何形式的非應邀商業訊息或通訊（「垃圾郵件」），包括但不限於大量發送產品或服務廣告、快速致富計劃、連鎖信件或任何非應邀商業電子郵件，除非：
 - i. 在電子郵件頂部明確標示該郵件是寄給訂閱者清單，而非不願意的收件人；或
 - ii. 在電子郵件頂部標示一個簡便的取消訂閱清單方式；或
 - iii. 收件人電子郵件地址未被任何方式隱藏；或
 - iv. 寄件人電子郵件地址未被任何方式隱藏，且電子郵件中設有有效的回覆至標頭；及
- b. 從事侵犯或挪用他人知識產權的行為，包括但不限於未經適當授權使用第三方受版權保護的資料、未經適當授權或標註使用第三方商標，以及違反保密義務使用或散佈受保護為商業機密的第三方資訊；及／或
- c. 從事違反他人個人隱私權的任何行為，包括但不限於未經許可收集及散佈網路使用者資訊（法律允許的情況除外）；及／或
- d. 發送、張貼或託管騷擾、侮辱、誹謗、非法或淫穢資料，或協助進行相關相似活動；及／或
- e. 儲存或散佈某些被禁止的資料，包括但不限於含有病毒、特洛伊木馬程式及破壞其他網站安全工具的程式；及／或
- f. 故意遺漏、刪除、偽造或誤述任何傳輸資訊，包括標頭、回郵地址及網際協定位址；及／或
- g. 從事任何意圖隱瞞或掩蓋客戶或用戶身分或聯絡資訊的行為；及／或
- h. 使用營運中心的連接服務作任何非法用途，違反任何適用法律或法規或任何其他服務提供商、網站、聊天室等的規則；及／或
- i. 協助或允許任何人從事上述任何活動。

3.2.2 若營運中心收到第三方投訴或偵測任何違反網路使用政策的情況，營運中心將通知客戶。客戶應配合營運中心處理並解決任何未來的違規行為。

3.2.3 如客戶發現任何禁止活動，應盡最大努力立即加以糾正，包括必要時限制、封鎖、暫停或終止用戶對客戶線上設施的存取。

4. 暫停及終止服務

4.1 違反數據中心規則

4.1.3 營運中心保留權利，在客戶、其代表或用戶有任何重大違反本數據中心規則時，在無需事先通知的情況下立即暫停及／或終止服務。

4.1.4 任何已預付的服務費用將不予退還或轉讓第三方。

5. 修改本數據中心規則

5.1 營運中心可於給予客戶十五（15）天書面通知後，變更本數據中心規則。新的數據中心規則將由營運中心提供予客戶。

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。