



1 Application

1.1 This document details the terms and conditions for the provision of Services by DCCONNECT. The Customer is deemed to have accepted the Conditions and the relevant Service offerings when applying for the Services.

2 Definitions and Interpretation

2.1 Unless the context says otherwise:

"Affiliate" means a Party, any other entity which directly controls, is controlled by, or is under common control with such Party.

"Applicable Law" means any and all laws, or other legal or regulatory requirements imposed by any governmental or quasi-governmental authority in any jurisdiction to the Parties, the Services.

"Application" means a request for Services made by the Customer which may be oral or written by completing a relevant DCCONNECT Service Order Form.

"CA" means the Communications Authority established by section 3 of the Communications Authority Ordinance (Cap.616) or its successor.

"Charges" means except for taxes, regulatory and legal charges as specified in clause 7 any and all due from the Customer to DCCONNECT for Services provided under the Contract.

"Conditions" means the terms and conditions in this document namely clauses 1 to 22 (both inclusive).

"Contract" means any agreement between the Customer and DCCONNECT for the provision of Services comprising these Conditions, the Service Offerings, the Application and any policies or user guides issued and revised by DCCONNECT from time to time.

"Customer" means any person, firm or entity (a) which has applied for a Service; (b) which has used the Service, but has not applied for that Service; or (c) as stated in the Application.

"Demarcation Point" means the point at which DCCONNECT's responsibility to provide equipment and/or service ends and where Customer's responsibilities begin.

"DCCONNECT" means DCCONNECT Global Limited or its group of companies and Affiliate and includes any of its successors, transferees or assignees.

"Equipment" means equipment (including software relating thereto) which is provided by DCCONNECT for the provision of a Service to the Customer and which is installed at the Customer's premises, excluding the Customer's equipment or third party equipment.

"Licence" means the relevant license issued to DCCONNECT and includes any replacement of it.

"Network" means the network established, maintained and/or operated by DCCONNECT in accordance with the Licence.

"Services" or **"Service"** means any services

offered by DCCONNECT to the Customer.

"Service Order Form" means a request for Services submitted by the Customer in the form designated by DCCONNECT from time to time.

"Special Conditions" means the special terms and conditions (if any) set out in the Service Offerings or the Application which are applicable to the Services.

"Services" means any of the DCCONNECT'S services, as defined in the Service Offerings.

"Service Offerings" in respect of a Service means the description of the Service, the charges and any Special Conditions, as amended and published by DCCONNECT from time to time.

2.2 Unless the context says otherwise:

(a) A reference to a clause is a reference to a clause of these Conditions.

(b) Where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

(c) The singular includes the plural and conversely.

(d) Headings to clauses are used for convenience of reference only and do not form a part of the clauses.

(e) If there is a conflict between the Conditions and the Service Offerings (excluding the Special Conditions) the Conditions will prevail to the extent of the conflict. If there is a conflict between the Conditions and the Special Conditions then the Special Conditions will prevail to the extent of the conflict.

(f) Any correspondence which is required to be given in writing can be given by prepaid post.

(g) A reference to a "day" refers to a calendar day.

3. Provision of Services

3.1 Where DCCONNECT has accepted an Application from the Customer, DCCONNECT will provide the Services subject to the terms of the Contract.

3.2 DCCONNECT will endeavour to provide the Services subscribed by the Customer within a reasonable time or a time agreed with the Customer.

3.3 DCCONNECT does not guarantee continuous provision of or fault free Services or performance at a particular speed, bandwidth or data throughput rate. In the event of a fault in the Service, the Customer shall immediately notify DCCONNECT. DCCONNECT will determine the appropriate methods for providing the Services and the route along which a Service is delivered to the Customer. DCCONNECT may change the method and delivery route from time to time without informing the Customer.



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- 3.4 The provision of a Service to the Customer is subject to the Customer providing such information as may be reasonably requested by DCCONNECT and which meets DCCONNECT's credit policy requirements.
- 3.5 DCCONNECT will repair faults that occur on a date agreed with the Customer unless otherwise provided, or if the Customer has entered into an alternative maintenance arrangement with DCCONNECT. In some cases a temporary repair may be performed to enable the Customer to use the Service before permanent repair is effected.
- 3.6 The access speed of the services provided herein are measured and quoted in unit of Megabit per second (Mbps) or Gigabit per second (Gbps). For Internet and data connectivity Service, the access speed specified for each circuit or access port is the maximum data transfer capacity or throughput (measured in bits per second) that DCCONNECT has configured the circuit or access port for. In any case actual access speed will be affected by Customer's bandwidth, network equipment setting, network line coverage, usage levels, network line condition, network configuration, resource availability and extraneous factors.
- 4 Use of Services**
- 4.1 The Customer shall use the Services in accordance with the terms and conditions of the Contract.
- 4.2 Subject to the Contract, the Customer may allow and/or authorise any person to use the Services provided that the Customer will remain liable to DCCONNECT for all charges incurred thereby and for any and all liabilities or obligations arising under the Contract. The Customer shall be liable for all charges incurred through the use of the Service whether such charges were incurred with or without the consent of the Customer.
- 4.3 If the Customer vacates the premises at which the Service is provided without cancelling the Service, the Customer will be liable for any charges outstanding in respect of the use of the Services and any charges incurred in respect of the Services by any person who commences occupation of the premises or remains in occupation after the Customer has vacated the premises, or by any other person whom such person permits to use the Services.
- 4.4 The Customer must not use or permit another person to use the Service:
- (a) in connection with, or in, the commission of an offence against the applicable laws of subscribed service in another countries;
- (b) for the purposes of resale or sublease of the Service, unless otherwise agreed by DCCONNECT in writing;
- (c) in any manner which infringes any rights (including intellectual property rights) of any third party;
- (d) for the purpose of sending large volume of advertising material or message;
- (e) in any manner which interferes with, impedes or impairs the use or operation of, or do anything likely to interfere with, impede or impair the use or operation of the Network or Services; or
- (f) for purposes not authorised by DCCONNECT.
- 4.5 The Customer must:
- (a) comply with any written notice from DCCONNECT in relation to the modifications of any apparatus including machinery, engines, meters, lamps, transformers or fittings ("apparatus"), or other action to be taken, to eliminate the interference, impedance or impairment or the likelihood of the interference, impedance or impairment;
- (b) permit or obtain the necessary permission to enable DCCONNECT's employees or agents to enter any premises to inspect any apparatus, which is, or may be, causing or likely to cause, any interference or damage to the Network;
- 4.6 Where the Customer is reselling the Services to its end users or otherwise combining the Services with its own products or services, the Customer shall:-
- (a) set its own end user pricing;
- (b) be solely liable for any and all claims arising out of its resale of a Service, or the incorporation of a Service into any other service offered by the Customer to its end user, including, without limitation, any claims in respect of a failure of a Service, or disputes over charges, fraud, or any other non-collectable amounts;
- (c) pay all Charges due to DCCONNECT under any Service Order Form, regardless of its ability to collect from its end user. For the avoidance of doubt, the failure of the Customer's end user to make timely payments shall not operate as a defense against timely payment of the Charges by the Customer; and
- (d) use of the Services, and ensure that its end user use the Services, in accordance with the terms of this document, and any Applicable Law.



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- 4.7 The Charges for DCCONNECT services payable by the Customer will be as listed in the price list as available and updated at the relevant link on the DCCONNECT's Platform at the time of Services' provisioning. It is the Customer's responsibility to check the applicable price list when they order service(s) on behalf of its end user. DCCONNECT's records on the Customer's Application, including without limitation, service period(s), applicable price(s), provisioning details will be included in the monthly invoice. DCCONNECT will only provide transfer pricing to the Customer, it is up to the Customer to set price to the end user hence there will be difference in the price.
- 4.8 The Parties would, at its own expense, engage engineering, test and support services as needed to define, develop, test and operate the agreed-upon capability of the Service.
- 4.9 Any special request for User Acceptance Test (UAT) must be stated out in the Service Order Form in advance and there may be additional charge. The Customer shall contact the account manager for support and quotation.
- 4.10 Other than to the extent that the losses or damages are contributed by DCCONNECT, the Customer shall indemnify and hold harmless DCCONNECT, its employees and agents against all claims, liability, losses or damages which DCCONNECT suffers or incurs as a result of:
- (a) any willful misconduct or gross negligence of the Customer;
 - (b) any claims by any person relating to the use of the Service, or its resupply, by the Customer;
 - (c) a breach by the Customer of the Contract;
 - (d) any illegal or unauthorised activity by the Customer;
 - (e) any claims by any person in relation to the use of the Service by the Customer (including any claims for infringement of any intellectual property rights or any claims arising out of or relating to carrying material of obscene, indecent or defamatory nature); and
 - (f) any injury or damage to property suffered by DCCONNECT in the course of access to the Customer's designated premises for the purpose of supply of the Service.

5 Access to Premises

- 5.1 The Customer must allow or obtain the required permission to enable DCCONNECT's employees or agents to enter at all reasonable times into the

premises where the Services will be provided to inspect, test, install, maintain, replace and remove the Services or Equipment prior to, during and after the provision of the Services, as well as to inspect any other equipment used in or in connection with the Services. The Customer will provide safe access to the premises and safe conditions for DCCONNECT's employees or agents whilst in the premises.

- 5.2 Provision of Services is subject to DCCONNECT gaining access to the building and the Customer's premises to install the necessary facilities including equipment and wiring and in some situation access to the use of any in-situ wires in the Customer's building or premises. The Customer will provide necessary assistance to facilitate such access including:
- (a) liaising with the respective Building Management Office (BMO), data centre operator or relevant authority, and settling cross connection charge or any surcharges (charges) that may be imposed (one-off and monthly recurring. In the event if such charges arises, the charges shall be paid by the customer; and
 - (b) where internal wiring work is required, to remove and reinstate any interior furnishings that may be affected; provide necessary tools such as construction platform and seeking permission to drill holes. DCCONNECT may cancel the Application without any liability to the Customer if access is denied or necessary arrangement(s) are not made or it is not technically or commercially feasible to install the required facilities to provide the Services.

- 5.3 Notwithstanding the foregoing, where Customer delays, restricts, or otherwise denies DCCONNECT reasonable access to the Premises, DCCONNECT shall not be liable for, and Customer shall not be entitled to, service credits or other liability with respect to any interruption of Service that, but for such delay, restriction, or denial, might have been avoided.

6 Equipment

- 6.1 DCCONNECT will endeavor to deliver and install such Equipment as agreed with the Customer to the agreed installation site on the date determined by DCCONNECT or agreed with the Customer. The title to the Equipment delivered and/or installed shall remain with DCCONNECT and the risk of loss or damage shall be borne by the Customer.



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- 6.2 The Customer acknowledges that the Contact Person specified in the Service Order Form shall be its authorized representative and DCCONNECT, its agents and/or contractors may take instructions directly from the authorized representative on any matters relating to this Order including configuration of equipment, function or feature setting of the equipment and service provisioning.
- 6.3 DCCONNECT shall be responsible for the Services only up to the relevant Demarcation Point, as may be identified on the applicable Service Order Form, (or otherwise determined by the nature of the Services provided) and for any third party charges associated with such Service. DCCONNECT shall not be responsible for providing any component of any Service on the Customer side of the Demarcation Point or that is not otherwise expressly stated in the Service Order Form.
- 6.3 The Customer must:
- (a) provide a suitable place for the Equipment to be installed and in compliance with the equipment manufacturer requirements, free from environmental hazards for any such Service Equipment.
 - (b) provide proper and adequate lighting, air-conditioning, fire protection, approved power supply, approved wiring and any other special requirements as informed by DCCONNECT;
 - (c) obtain any consents required for the installation and connection of the Equipment;
 - (d) provide safe conditions for the installation of the Equipment;
 - (e) not misuse the Equipment and will follow any directions from DCCONNECT and the manufacturer regarding the use of the Equipment;
 - (f) leave the Equipment where it was installed and never interfere with the Equipment or any identifying marks or numbers on it unless authorised in writing by DCCONNECT;
 - (g) protect the Equipment from radio or electrical interference, abnormal environmental conditions and any other risks; and
 - (h) not use or allow others to use the Equipment for any purpose other than that for which the Equipment was provided.
- 6.4 (a) Any equipment which the Customer intends to connect to the Network must:
- (i) be approved by DCCONNECT in writing prior to any connection, and
 - (ii) comply with the technical standards as advised by DCCONNECT from time to time.
 - (b) At the time of application for any Services the Customer must provide all details regarding the equipment which it intends to connect to the Network. DCCONNECT may reject the application if the required information is not provided or in DCCONNECT's reasonable view, the equipment does not comply with DCCONNECT's technical standards.
 - (c) DCCONNECT may at any time disconnect the Customer's equipment connected to the Network if:
 - (i) the equipment so connected is different from the details provided by the Customer;
 - (ii) there is any malfunction of the equipment; or
 - (iii) the Services to the Customer are terminated or discontinued for whatever reason.
- 6.5 For the sale and rental of Equipment, the following conditions shall apply:
- (a) Equipment is for the sole use of the Customer and in connection with the Service. The Equipment is not for resale or for use with other services or products.
 - (b) Equipment sold (excluding consumables) will be warranted to be free from defect in workmanship and material under normal use and service for a period of 90 days from the date of purchase ("Warranty"). During the warranty period, DCCONNECT will at its own option and cost replace and repair the Equipment or any parts of the Equipment except replacements and repairs caused by any of the events set out in paragraph (d).
 - (c) During the rental period of Equipment, DCCONNECT will at its own option and cost replace and repair the Equipment or any parts of the Equipment except replacements and repairs caused by any of the events set out in paragraph (d).
 - (d) DCCONNECT does not have any obligations to replace or repair any Equipment caused by: accident, negligence or improper use; modification, repair or alteration not authorised by DCCONNECT; removal or relocation of Equipment without the approval of DCCONNECT; or non-compliance of the environmental conditions for the installation of the Equipment.
 - (e) DCCONNECT has the right to



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- terminate the rental or applicable Warranty if:
- (f) any alteration, modification or repair is made to the Equipment without the authorisation of DCCONNECT;
 - (g) the Equipment has been used in connection with any parts not approved by DCCONNECT;
 - (h) the serial number on the Equipment has been removed, defaced or altered; or
 - (i) the Equipment is re-sold or transferred by the Customer without the written approval of DCCONNECT.
 - (j) DCCONNECT shall be entitled to charge the Customer repair or replacement cost and other testing or handling charges in respect of the Equipment or any part of the Equipment not covered by the Warranty.
 - (k) Risk of loss or damage to the Equipment shall pass to the Customer on installation. For sale of Equipment, title in the said Equipment shall not pass until full payment of the purchase price is received by DCCONNECT. Title shall not pass for Equipment on rental.
 - (l) The Customer shall provide suitable environment as instructed by DCCONNECT for installation of the Equipment.
 - (m) On termination or expiration of the rental period the Customer shall permit DCCONNECT to access the premises where the Equipment is installed to remove the Equipment. DCCONNECT will arrange to collect the equipment(s) installed at the Customer's premises. The Customer will be liable to pay DCCONNECT equipment charges if the equipment(s) is not returned in good condition.
 - (n) The rental period is more than and equal to 30 days, On expiration of the rental period, the Equipment on rental shall continue on a monthly basis until otherwise terminated by either party by giving to the other no less than 30 days' written notice or otherwise extended.
 - (o) The rental period equals to 2 hours or less than 30 days, on expiration of the rental period, the Equipment on rental shall continue on a daily basis until otherwise terminated by either party by giving to the other no less than 1 day's written notice or otherwise extended.
 - (p) The rental period equals to 1 hour or less than 48 hours, on expiration of the rental period, the Equipment on rental shall continue on a daily basis until otherwise terminated by either party by giving to the other no less than 1 hour's written notice or otherwise extended.
- 7 Charges for Services and Payments**
- 7.1** All charges for Services will be as specified in the Application or the Service Offerings. DCCONNECT may amend any charges in the Service Offerings and may not necessarily inform the Customer prior to effecting any changes to the Service Offerings.
- 7.2** The Customer acknowledges that DCCONNECT may impose, and the Customer shall pay on demand,
- (a) additional charges incurred by DCCONNECT due to regulatory changes or changes in interconnection charge arrangement between DCCONNECT and other service provider(s); and
 - (b) cancellation charge for cancellation of order before service activation, which will be equal to the charge (and any tax included (if any)) for the remaining months within minimum subscription period, unless specially stated in the Service Order Form.
- 7.3** The Customer shall pay DCCONNECT the full amount of the charges for Services as specified in the statement from DCCONNECT without deduction or set-off. Charges for Services are exclusive of any applicable taxes, withholding of any kind, surcharges, duties or other similar charges assessed or imposed by any competent governmental authority on, or in relation to the Service ("Taxes") or international bank charges or any electricity charges or any third party charges.
- 7.4** In addition to all other charges and amounts payable under the Contract, the Customer shall be solely responsible for payment of any Taxes. The Customer shall not deduct any Taxes from the charges payable to DCCONNECT. If the Customer is required by Applicable Law to deduct any Taxes or make a withholding from any amount payable under this Contract then, notwithstanding anything to the contrary contained in this Contract, the gross amount payable by the Customer to DCCONNECT shall be increased so that, after any such deduction or withholding for Taxes, DCCONNECT receives an amount equal to the sum it would have received had no such deduction or withholding been made, and the Customer shall make timely payment of the amount withheld (before penalties attach thereto or interest accrues thereon) to



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- the relevant taxing authority and promptly provide to DCCONNECT acceptable evidence of such payments.
- 7.5 Where Customer claims an obligation to deduct or withhold any amounts invoiced by the DCCONNECT, the Customer shall advise DCCONNECT in writing of such obligation and any such deduction or withholding shall be applied to invoices rendered after the date of such notice, provided further that, any such deduction or withholding shall be in accordance with all Applicable Laws, including, without limitation, any tax treaty in force between DCCONNECT's country of incorporation and the Customer's country of incorporation. It is the obligation of DCCONNECT to provide Customer with prior written notice of any tax treaty that would reduce Customer's withholding obligation.
- 7.6 Electricity charges will be calculated according to DCCONNECT's records and will be subject to upward adjustment from time to time according to rates published by electricity supplier.
- 7.7 Charges are payable from the date when the Service is ready for operation or connected except for charges which are based on usage. All periodical and rental charges are payable in advance.
- 7.8 Charges payable based on usage will be calculated by reference to the details of such usage as are recorded by DCCONNECT.
- 7.9 Where services of a third party is accessed using the Service, the Customer shall pay charges relating to the services of that third party to DCCONNECT on demand.
- 7.10 Unless otherwise stated by DCCONNECT, the Customer will receive a customer acceptance form which stated the Service ready for service date after commissioning and start bill date. If Customer does not report any issues nor reject the Service, the provision of Service is deemed completed within 3 calendar days from the date of DCCONNECT notified Customer for the successful commissioned of the Service. DCCONNECT will start bill from the Service completion date as being notified by DCCONNECT.
- 7.11 The statements for charges payable will be rendered through electronic means in accordance with DCCONNECT's normal billing cycle for the type of Service provided. A hard copy of the statement will be available upon request subject to charges. Any such charges are due and payable by the Customer to DCCONNECT by the date or within the time specified in the relevant statement from DCCONNECT.
- 7.12 Statements for Taxes payable by the Customer will be rendered by DCCONNECT from time to time upon its receipt of request or notice from the competent governmental authority. Charges for Taxes are due and payable by the Customer to DCCONNECT by the date or within the time specified in the relevant statement from DCCONNECT. The Customer shall be solely responsible for any late payment interest or penalty charges imposed by the relevant governmental authority if it fails to make payment on or before the payment due date as specified in the relevant statement.
- 7.13 If the customer subscribed multiple connectivity circuit from DCCONNECT, any connectivity circuit agreed in this order will be deemed to be ready for service after the circuit commissioning completed. DCCONNECT has the right to start bill of the circuit from the date of circuit commissioning and start the service period. Other circuits start bill is according to the actual circuit commissioning date of respective circuits and start the service period.
- 7.14 If the Customer has paid an amount of charges in advance and that the amount is less than the amount of charges payable for that period (including the effect of variation to charges during a period), the Customer shall pay to DCCONNECT for the difference between the amount paid in advance and the amount of charges so payable.
- 7.15 Notwithstanding the foregoing DCCONNECT may at any time issue an interim statement for charges due at the date of issue requiring payment of those charges immediately or within a specified period, and on issue of such an interim statement or demand, those charges are so due and payable by the Customer to DCCONNECT.
- 7.16 Payment by cheque will be deemed to be unpaid until the cheque has been cleared and the Customer will be liable to DCCONNECT for any bank fees incurred for dishonored cheque.
- 7.17 Where any amount due by the Customer to DCCONNECT in respect of charges payable remains unpaid on the date on which it is due, without prejudicing any other remedies available to DCCONNECT, all charges payable by the Customer under the



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- Customer's account(s) with DCCONNECT shall become due immediately and payable by the Customer on demand and DCCONNECT shall have the right to suspend all other Services subscribed under the Customer's account(s). The Customer shall be liable to pay DCCONNECT interest on any amount which is payable to DCCONNECT and remains unpaid at the rate equivalent to the prime rate of interest charged on overdrafts by The Hong Kong and Shanghai Banking Corporation Limited plus 1.5% per month beginning from the Due Date until paid in full.
- 7.18 The Customer will continue to be responsible for all charges for the Service between the time of suspension and the actual termination of the Service.
- 7.19 Where the total charges payable in any account rendered do not amount to a multiple of 5 cents, the total charges may be rounded down to the nearest 5 cent multiple. The Customer will not be liable for the difference between the total charges and the total charges which have been rounded down, which difference will be withdrawn.
- 7.20 If there is any dispute relating to the charges for Services, the records of DCCONNECT will be conclusive evidence of the charges payable by the Customer. Any disputes must be raised with DCCONNECT in written claim within 15 days of receipt of the invoice. The Customer waives the right to dispute any charges not properly claimed to DCCONNECT in accordance with this clause 7.15. The Parties will work together in good faith to resolve any such dispute within a period of thirty (30) days from the date on which DCCONNECT receives the Customer's notice of the dispute. Failure by the Customer to pay undisputed charges shall be deemed a material breach of this Contract.
- 7.21 All Charges are due within seven (7) days from the date of the invoice.
- 7.22 Unless otherwise agreed, DCCONNECT will provide consolidated account for all Services provided by DCCONNECT and charges under consolidated account will be collected by DCCONNECT using one of the payment methods chosen by the Customer.
- 8 Security for Payment of Charges**
- 8.1 At any time DCCONNECT may require the Customer:
- (a) to provide a security deposit for charges incurred or will be incurred for the Service; or
 - (b) to pay in advance the whole or part of the charges which will be or may be estimated to be incurred for the Service.
- 8.2 The receipt by DCCONNECT of such a security or advance payment will not relieve the Customer from compliance with the Contract as to payment of periodical charges in advance, nor constitute a waiver or modification of the terms and conditions of the Contract for the suspension or termination of a Service for non-payment of any charges.
- 8.3 If the Customer has provided security or paid charges in advance, the Customer is entitled on termination of the Service to the release or refund of any security or any advance not required to cover charges outstanding at the time of termination provided the Customer submits its request in writing to DCCONNECT within six (6) months of the termination of Service.
- 8.4 Security or advance payment made by the Customer is not risk free. In the unlikely event that DCCONNECT goes into liquidation, there is no guarantee that Customer will receive refund of any security or advance payment, the rights for the Customer to get refund will be subject to the relevant laws and regulations governing liquidation of companies in Hong Kong.
- 9 Suspension or Restriction of Service**
- 9.1 DCCONNECT may suspend or restrict a Service at any time without notice for any period as it sees fit without being liable to the Customer or any third party for any loss or damage whatsoever resulting from or in connection with the suspension or restriction of the Service:
- (a) in an emergency or when DCCONNECT considers it necessary in order to safeguard provision of Services or the Network;
 - (b) while payment of charges for the Services is overdue and the Customer has not remedied such failure within 10 days of the date of DCCONNECT's written demand thereof;
 - (c) if DCCONNECT is unable to locate the Customer at the address notified by the Customer and has reason to believe that the Customer is no longer residing at that address;
 - (d) if in the reasonable opinion of DCCONNECT there is, has been or may be unauthorised or fraudulent use of the Service;
 - (e) if the Customer becomes bankrupt or insolvent or enters into a scheme of



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- arrangement or composition with the Customer's creditors or, being a company, is placed in receivership or under official management or has a provisional liquidator appointed;
- (f) if the Customer is in material breach of the Contract and fails to remedy such breach within (30) days of DCCONNECT's written notice thereof;
 - (g) if in the reasonable opinion of DCCONNECT the use of the Service or Equipment by the Customer is causing or may potentially cause damage or any interference to the Network or Equipment or inconvenience to other Customers of DCCONNECT;
 - (h) to carry out routine maintenance to the Network;
 - (i) if the Customer has incurred charges for the Service which has exceeded the credit limit allowable by DCCONNECT irrespective of whether such credit limit has been communicated to the Customer; or
 - (j) if DCCONNECT is obliged to comply with a direction or request of the CA or other competent government authorities the related to service subscribed.

10 Termination of Service

- 10.1 DCCONNECT may terminate this Contract immediately without liability to the Customer if the Service is terminated due to any reasons mentioned as follows:
- (a) following the removal of such Service from its Service Offerings;
 - (b) following the suspension of the Service to the Customer;
 - (c) if the Customer vacates the premises in which an Equipment is located and does not request cancellation of the Services at that time;
 - (d) if the Customer becomes bankrupt or insolvent or enters into a scheme of arrangement or composition with the Customer's creditors or, being a company, is placed in receivership or under official management or has a provisional liquidator appointed;
 - (e) if the Customer being a natural person dies;
 - (f) if, whether or not the Service has already been suspended under clause 10, payment of an account, or provision of security for the Service is overdue and the Customer has not remedied such failure within 10 days of the date of DCCONNECT's written demand thereof;
 - (g) if DCCONNECT is refused entry or for any other reason is unable to enter any premises to install, inspect, repair or change the Equipment or other equipment

- used in connection with the Services;
- (h) if DCCONNECT has given written notice to the Customer that there is a fault in the operation of the Service which is caused by a defect in facility which is provided by the Customer and which DCCONNECT has not contracted to maintain and the defect is not corrected by the Customer after expiration of the time specified in DCCONNECT's notice;
- (i) if the Customer is in breach of the Contract and fails to remedy such breach within 30 days of DCCONNECT's written notice; or
- (j) if the Customer violates any law, rule, regulation or policy of any government authority related to the Service or makes a material misrepresentation to DCCONNECT in connection with the ordering or delivery of Service.

- 10.2 The minimum subscription period ("MSP") for a service is 12 months, unless stated otherwise in the Service Offerings or the Application. If the Customer does not wish to renew the Contract after the MSP expires and the contract period is equal to or greater than 30 days, a 30-day advance notice is required for termination. After the MSP, the Service will continue on a month-to-month basis.

Except for termination under Clause 10.1, either party may terminate the Service by providing the other party with written notice of at least 30 days pursuant to Clause 10.2.

If the Service is terminated before expiration of the MSP by the Customer or by DCCONNECT under 10.1, the following conditions apply:-

- (a) Prior to the Service Start Date for that Service, the Customer must pay DCCONNECT an Early Termination Charge (and any tax (if any)) included for the remaining months in the current contract term.
Only with DCCONNECT's consent, the Customer can pay an Early Termination Charge in the amount of the costs reasonably incurred by DCCONNECT as a result of the termination (including any amounts payable by DCCONNECT to DCCONNECT Service Provider as a result of the cancellation of the Service); however, it is solely at the discretion of DCCONNECT.
- (b) During the Contract Period or renewal period for that Service, the Customer must pay DCCONNECT an Early Termination Charge (and any tax (if any))



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- included for the remaining months in the current contract term.
MSP shall exclude any period during which free rental has been provided. For termination of Service, the Customer shall complete the service disconnection form from DCCONNECT and give not less than 30 days' written notice.
- 10.3 Supplement to Clause 10.2, the subscription period for the Service will be determined based on the terms specified in the Service Offerings or as stated on the Application, unless otherwise specified. If the subscription period is 1 day or less than 30 days, it will be stated in the Contract. In such cases, the Customer is required to provide written notice to DCCONNECT at least 1 day prior to the desired termination date. The Service will continue on a day-to-day basis after the expiration of the MSP.
- Except for termination under Clause 10.1, either party has the right to terminate the Service by providing the other party with written notice of at least 1 day pursuant to Clause 10.3.
- 10.4 In the event that the Customer or DCCONNECT terminates the Service before the expiration of the MSP under Clause 10.1, the Customer will be responsible for paying an early termination charge as outlined in the applicable Service Offerings or the Application. If the early termination charge is not specified in the Service Offerings or the Application, it will be an amount equivalent to the charges payable for the remaining term of the MSP, excluding any period during which free rental was provided.
- 10.5 Where provision of a Service has been terminated under clause 10.1, 10.2 or 10.3:
- (a) the reconnection of the Service will be subject to the appropriate connection charge specified in the Service Offerings;
 - (b) DCCONNECT may enter the premises to remove the Equipment;
 - (c) DCCONNECT may, where it is unable within 14 days from the date the Service is terminated to enter premises to recover the Equipment, recover against the Customer in any court of competent jurisdiction the value of the Equipment as a debt due to DCCONNECT; and
 - (d) DCCONNECT may recover against the Customer in any court of competent jurisdiction any charges payable by the Customer which remains unpaid following the due date for payment. Without limiting the foregoing the Customer will be liable for all legal costs (including solicitor and client costs) and all other reasonable expenses incurred in recovering any charges due and payable to DCCONNECT.
- 10.6 For the subscription period is equal to or more than 30 days. Notwithstanding the foregoing DCCONNECT may terminate the provision of the Service to the Customer with not less than 30 days' written notice without any liability to the Customer.
- 10.7 For the subscription period equals to 2 hours or less than 30 days. Notwithstanding the foregoing DCCONNECT may terminate the provision of the Service to the Customer with not less than 1 day's written notice without any liability to the Customer.
- 10.8 For the subscription period equals to 1 hour. Notwithstanding the foregoing DCCONNECT may terminate the provision of the Service to the Customer with not less than 1 hour's written notice without any liability to the Customer.
- 10.9 Customer hereby authorizes DCCONNECT to revise, update or fill out the information on the Service Termination Form relating to this Order on behalf of Customer, if necessary.
- 11 Privacy Policy**
- 11.1 The Customer must notify DCCONNECT promptly in written notice of any change of address or any particulars provided to DCCONNECT which may affect the provision of Services to the Customer. The Privacy Policy is set out in the website at <https://www.dconnectglobal.com/legal-tc/> and practices of the Company's commitment to protecting personal data privacy in accordance with the provisions of the Regulation (EU) 2016/679 of the European Parliament (the "GDPR")
- 11.2 In circumstances where DCCONNECT has obtained from the Customer Personal Data concerning payment instructions for charges due on the Customer's account, DCCONNECT may use the said Personal Data to collect all payments due on the Customer's account for all Services subscribed to by the Customer, including those Services subscribed to by the Customer after the provision of the said Personal Data by the Customer to DCCONNECT.
- 12 Exclusions and Limitation of Liability**
- 12.1 To the extent allowed by law, the liability of DCCONNECT whether arising from a breach of contract or negligence on the part of DCCONNECT or the employees or agents or contractors or suppliers (including suppliers



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of the Services or parts of the Services) will be limited to the supply or resupply of the Services, as the case may be or the applicable service level rebates or credits. In any event, the maximum liability of DCCONNECT shall not exceed the total amount received by DCCONNECT for the Services during the 3 months period prior to when such claim arose.

- 12.2 Under no circumstances will DCCONNECT, its employees, agents or contractors or suppliers (including suppliers of the Services or parts of the Services) be liable in any way whatsoever to the Customer or any other person for any special, indirect or consequential loss or damage, loss of profit, business, revenue, goodwill, use of data or anticipated savings.
- 12.3 If DCCONNECT fails to meet any service level agreed with the Customer applicable to the Services, DCCONNECT's liability shall be limited to the applicable service level rebates or credits agreed with the Customer.
- 12.4 The Customer acknowledges that the Services may not be fault free. DCCONNECT will not be liable to the Customer or any person claiming through the Customer for any defaults caused by an event beyond the reasonable control of DCCONNECT including any repair required for any fault in the Service due to natural disaster; change in government policy and regulations or act of government, misuse or unauthorised use of Services by the Customer or any third party; the Customer's provided equipment; or abnormal environment conditions.

13 General Provisions

- 13.1 The Contract represents the entire understanding between DCCONNECT and the Customer relating to the Services and there are no promises, terms, conditions or obligations, oral or written, expressed or implied, other than those contained in the Contract.
- 13.2 Each of the provisions of the Conditions is severable and distinct from the others and, if one or more of such provisions is or becomes illegal, invalid or unenforceable, the remaining provisions will not be affected in any way.
- 13.3 The Contract and any transactions contemplated by the Contract are governed by the law of jurisdiction where DCCONNECT entity named in the Service Order Form is incorporated in which Customer has signed with and each party submits to the exclusive jurisdiction of the courts for determining any disputes concerning the Contract and any transactions contemplated by the Contract.
- 13.4 The Conditions and the Service Offerings may be translated into Chinese. If there is any inconsistency or conflict between the English version and the Chinese version, or conflict to the act of government or its conditions, the English version shall prevail, to the extent of such inconsistency or conflict.
- 13.5 Any statements, notices or communication by DCCONNECT to the Customer shall be sufficiently given to the Customer if addressed to the Customer at the address notified to DCCONNECT by the Customer, by post or email and shall be deemed to have been given and received on the day on which such communication ought to have been received in the ordinary course of such transmission or delivery.
- 13.6 The Customer shall not assign or transfer any or all of its rights and obligations under the Contract to any third party. DCCONNECT may at any time assign or transfer any or all of its rights and obligations under the Contract to any person without the Customer's agreement.
- 13.7 No delay, neglect or forbearance on the part of DCCONNECT in enforcing against the Customer any term or condition of the Contract shall either be or be deemed to be a waiver or in any way prejudice any right of DCCONNECT under the Contract.
- 13.8 Termination of a Service or the Contract does not operate as a waiver of any breach by a party of any of its provisions and is without prejudice to any rights, liabilities or obligations of any party which have accrued up to the date of termination, including without limitation an obligation to pay any accrued charges.
- 13.9 These Conditions may be amended from time to time by DCCONNECT. Such amendments shall become effective when published, advertised or notified to the Customer by such means as DCCONNECT thinks fit and shall be binding on the Customer if the Customer continues to use any of the Services after the effective date thereof. For the most up-to-date version of these Conditions, the Customer may access DCCONNECT's official website www.dconnectglobal.com.
- 13.10 Neither Party will be liable for any failure or delay in performing an obligation under this Contract that is due to any of the following



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causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy ("Force Majeure Events").

13.11 If a Party's performance of its obligations under a Contract is affected by an event of Force Majeure:

- (a) that Party must immediately give the other prompt notice of that fact including:
 - (i) full particulars of the Force Majeure event;
 - (ii) an estimate of its likely duration;
 - (iii) the obligations affected by it and the extent of its effect on those obligations; and
 - (iv) the steps taken to rectify it;
- (b) the Party giving notice must request an extension of time in which that Party may comply with its obligations under the Contract; and
- (c) the obligations under the Contract of the Party giving the notice are suspended for the period of time requested in the notice to the extent to which that Party's performance of its obligations are affected by the relevant Force Majeure Events as long as the events of Force Majeure continues.
- (d) If Force Majeure continues unabated for a period of sixty (60) consecutive days, either Party may terminate the affected Service without liability for early termination fees of any kind by giving at least thirty (30) days' written notice to the other Party.

14 Third Party Rights

14.1 Nothing in this Contract expressly or impliedly provides any third party (other than the Parties' permitted successors and assignees) with any remedy, claim, liability, reimbursement, cause of action or other right or privilege.

15 Intellectual Property Rights

15.1 The Customer agrees and acknowledges that nothing in this Contract

- (i) Assigns any Intellectual Property Right of DCCONNECT or any third party to the Customer; or
- (ii) Grants any license to the Customer in respect of any Intellectual Property Right of DCCONNECT or any third party, except for any license that DCCONNECT may grant pursuant to clause 15.2.

15.2 DCCONNECT may permit the Customer to use any software as part of a Service under this Contract, subject to the following conditions:

- (i) DCCONNECT grants to the Customer a non-exclusive, non-sub-licensable and non-transferable license to store, run or use such software for the purposes only of using a Service;
- (ii) The Customer must use such software in accordance with this Contract and any additional terms and conditions that DCCONNECT may notify to the Customer; and
- (iii) To the maximum extent that Applicable Law permits, the Customer must not alter, modify, adapt, translate, decompile, disassemble or reverse engineer or commercially exploit any such software.

15.3 Neither Party shall do any act or permit any act to be done which is an infringement of any Intellectual Property Rights of any other person in the performance of its duties and obligations under this Contract.

16 Confidentiality

16.1 Each Party agrees that any and all written and/or oral information of any kind relating to this Contract or disclosed by one Party (the "disclosing Party") to the other Party (the "receiving Party") pursuant to this Contract, prior to it, or in the course of performance of it, whether or not such information is identified as being confidential at the time of disclosure (collectively, "Confidential Information"), shall remain the property of the disclosing Party, shall be treated as confidential by the receiving Party and shall be used solely for the purpose for which it is supplied, subject to the remaining provisions of this clause 16. The obligations of the Parties with respect to the non-disclosure and non-use of such Confidential Information shall not apply in relation to information already in the public domain or which becomes so through no fault of the receiving Party or is approved for release by prior written authorization of the disclosing Party.

16.2 Save as otherwise expressly permitted by this Clause 16, the receiving Party shall not divulge Confidential Information and professional advisors, who are directly involved in the performance of this Contract and shall ensure that such persons are aware of and comply with these obligations as to confidentiality.

16.3 The receiving Party may disclose Confidential Information pursuant to judicial or governmental request, requirement or order,



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where lawfully required by such authorized institutions. The receiving Party shall, however, to the extent permissible, give the disclosing Party sufficient prior notice to contest such request, requirement or order and disclose strictly only that part of the Confidential Information that has been requested.

17 Assignment and Resale

17.1 The Customer may not assign its rights and obligations under the Service Offerings or the Application without the express prior written consent of DCCONNECT, which consent will not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign its rights and obligations under the Service Offerings or the Application to an Affiliate with prior written notice. The Customer may resell or otherwise incorporate the Services into an offer of services to its end user provided that it shall not use DCCONNECT's trade name, trademark, or any other proprietary right or mark, nor otherwise identify that such Services are provided by DCCONNECT without DCCONNECT's prior written consent. The Customer shall be solely liable for the terms of any services provided to its end user, including determining the charges for such services. The failure of Customer's end user to pay any charges shall not operate as a defense to the Customer's obligations to make payment to DCCONNECT.

18 COMPLIANCES WITH LAWS

18.1 Each Party shall fulfill its obligations under this Contract in accordance with all Applicable Laws, and shall obtain and maintain all necessary regulatory licenses, permits, or approvals required to provide the Services in any jurisdiction where they are offered. If a third party is used to provide services, whether an affiliated entity or not, DCCONNECT will remain responsible to the Customer for the provision of such Services.

19 ACCEPTABLE USE POLICY

19.1 Where applicable to the Service, the Customer's use of Service shall at all times comply with DCCONNECT then-current General Terms and Conditions of Services, Terms of Use and Privacy Policy, as may be amended by DCCONNECT from time to time and which is available on DCCONNECT's website at <https://www.dconnectglobal.com/legal-tc/>.

20 NO SPYWARE OR MALWARE

20.1 None of the Services performs the following functions, other than as described in DCCONNECT's documentation for the

Services, without the knowledge and consent of the Customer or user of an affected system, network, or device:

- (i) collects data, including Private Data, stored on or transmitted by the system, network, or device;
- (ii) interferes with the owner's or an authorized user's control of the system, network, or device;
- (iii) changes or interferes with settings or preferences of, or commands installed or stored on, the system, network, or device without the knowledge of the owner or an authorized user of the system, network, or device;
- (iv) changes or interferes with data that is stored on or transmitted by the system, network, or device in a manner that obstructs, interrupts or interferes with lawful access to or use of that data by the Customer or an authorized user of the system, network, or device;
- (v) causes the system or device to communicate with another system or device without the authorization of the Customer or an authorized user of the system or device; or
- (vi) installs a computer program or code that may be activated without the knowledge of the Customer or an authorized user of the system, network, or device.

21 TRADE COMPLIANCE AND EXPORT CONTROLS

21.1 Each Party shall, in the context of the Services provided in terms of this Contract:

- (a) comply with all economic, trade and financial sanctions laws, regulations, embargoes or restrictive measures administered ("Sanctions"), as well as all trade and/or export control laws and regulations ("Trade Control") enacted or enforced by United Nations, the governments of the United Kingdom, the Russian Federation, European Union, United States of America and any other relevant country;
- (b) not knowingly do anything which may cause the other Party or members of its group to breach Sanctions and/or Trade Control, especially for Customer that shall not use, transfer, release, export or re-export any goods, services, software, or technology hereunder in violation of the applicable laws;
- (c) provide such assistance, documentation and information to the other Party as that Party may reasonably request, including but not limited to, end customer information, destination and intended use of goods or services;
- (d) notify the other Party in writing as soon as



it becomes aware of an actual or potential investigation or breach in relation to the applicable laws or any material change in the status of the Parties in respect of:

- (i) blacklist status e.g. the inclusion on a Sanctions, entity or other blocked lists in any applicable jurisdiction (as stated in clause 21.1 above);
- (ii) licence or authorization status e.g. a loss of licence or authorization in respect of Sanctions, Trade Control and/or under other applicable laws;
- (e) have the right to terminate this Contract if any of the provisions of this clause are breached; or
- (f) have the right to seek indemnities from the Party which has breached the relevant provisions for any direct losses incurred.

22. Governing Law

22.1 This Contract shall be governed by the laws of the jurisdiction as set out where DCCONNECT entity named in the Service Order Form without reference to its conflict of law provisions and the Parties irrevocably submit to the exclusive jurisdiction of the courts of the jurisdictions set out in the Service Order Form and any court of appeal therefrom. In the event the Customer fails to pay any invoiced amount which it has not disputed in accordance with Clause 7, then DCCONNECT may seek to recover the sum due in any court of competent jurisdiction without reference to its conflicts of law and Customer hereby submits to the jurisdiction of any such court.

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