

Terms and Conditions 條款及細則

By signing this Merchant Application Form and / or Online Merchant Application Form ("Form"), you, as the Merchant, accept and agree to be bound by the following terms and conditions:

- 1) You agree to appoint Hong Kong Telecommunications (HKT) Limited ("HKT") to provide the merchant services selected by you in this Form ("Services") which are subject to the relevant terms and conditions respectively and HKT agrees to provide such Services to you during the Term.
- 2) These terms and conditions will commence from the date of signing this Form by you ("Effective Date") and continue in force during the Term as set out in above ("Initial Term"), unless otherwise terminated earlier in accordance with these terms and conditions. Upon expiration of this Form, this Form will be automatically renewed on a year-to-year basis ("Renewed Term") unless one party notifies the other party at least three (3) months before the end of the Initial Term or the then-current Renewed Term (as the case may be) (Initial Term and Renewed Term, collectively, "Term") that this Form will terminate on the last day of the Initial Term or the then-current Renewed Term.
- 3) You agree to use the terminal device ("Smart POS") during the Term, subject to the terms and conditions of the Merchant Services – Smart POS Terminal and Telecommunications Service Application Form (as amended from time to time) provided by HKT.
- 4) You may choose to accept different payment schemes, e-wallet, QR Code on the Smart POS for the process of payment provided by HKT's business partner ("Partner") which provides payment processing services.
- 5) HKT is not responsible for the functionality and integration of the Services and any other services provided by the Partner to you.
- 6) After you have registered and signed up for the Services and accepted these terms and conditions, HKT will conduct due diligence check on you and may require you to provide additional information and documents as reasonably requested by HKT. You agree to use your best endeavour to assist HKT in checking.
- 7) HKT has the sole and absolute discretion in evaluating, accepting or rejecting your registration of the Services under this Form without giving any reason of the decision.
- 8) During the Term, you will:
 - a) in all respects conform to and ensure that your personnel, employees, servants, agents, licensees, contractors and sub-contractors comply with all the reasonable instructions or directions given by HKT in relation to the Services;
 - b) acknowledge that the HKT will not provide the Services with respect to any transaction in relation to any products or services provided by you which are prohibited or restricted under the applicable laws and regulations, may violate HKT's internal policies or result in HKT being considered to have breached any applicable laws and regulations, or may be determined or notified by HKT from time to time ("Prohibited Products and Services"). You will ensure that no transaction being submitted for HKT's processing involves or relates to any Prohibited Products and Services ("Prohibited Transaction"). HKT will have the right to refuse to provide the Services with respect to any Prohibited Transaction and you will indemnify HKT for any damages, losses and liabilities that HKT may suffer arising from or in connection with such Prohibited Transaction.
 - c) ensure the information provided to HKT is complete, true, accurate and up-to-date in all respects;
 - d) notify HKT of any change of your business information or any other particulars provided to HKT as soon as reasonably practicable which may affect the provision of the Services to you. HKT will be entitled to suspend the Services and you will be liable for any complaint or dispute arising out of the failure to notify such changes;
 - e) ensure that all equipment connected to the Services by you, or on your behalf, is technically compatible with the Services and that the equipment complies with and is used in accordance with all reasonable procedures notified by HKT and any applicable law;
 - f) at any time do all such things that are necessary for the service features provided under the Services to ensure the quality of the Services including but not limited to your use of passwords to access the Services;
 - g) be responsible for the content and security of any data or information which you send or receive using the Services;
 - h) promptly refer all customers' enquiries, complaints, claims or disputes in relation to the Services to HKT;
 - i) register with HKT in writing for any additional types of the Services set out in this Form;
 - j) use, post and display HKT's business name, brand or logo at the prominent position of the terminal devices, websites, applications, business places and official websites within the scope expressly authorized by HKT in writing and will not use HKT's business names, brand or logo for purposes other than those prescribed in these terms and conditions;
 - k) properly keep the information of all payment transactions processed by using the Services (including but not limited to amounts, date and time, nature of goods and services sold and other details recorded in transactions via terminal devices, online payment gateways, payment applications or QR codes) ("Transaction Data") and such other information and data provided by you in the Form ("Merchant Data") upon HKT's request whether or not pursuant to the applicable laws and regulations of the country or the region where you are located;
 - l) not interfere with the compilation of the Transaction Data and the Merchant Data (collectively, "Data") by HKT and promptly provide any Data to HKT upon HKT's request;
 - m) acknowledge and agree not to interfere, demand or assert any rights with regard to the use of the Data by HKT and any Partner other information and data requested by HKT for the provision of the Services;
 - n) acknowledge and agree that HKT owns all rights, title and interests in and to the intellectual property associated with the provision of the Services at all times;
 - o) acknowledge and agree that you do not have any right or interest in HKT's brand, trademark and logo other than those stipulated in the relevant licences granted to you (if applicable) by the relevant property owner;
 - p) acknowledge and agree that HKT has unlimited rights to use, share or transfer the Data to HKT's Affiliates (as defined below), any Partner or third party for the provision or improvement of the Services, including but not limited to fraud detection, suspicious transactions monitoring and

reporting, research, data analytics and provision of other financial services, and to share the Data with HKT, its Affiliates (as defined below), any Partner and/ or third party for any purpose as determined by HKT from time to time; and

- q) not alter, interfere with, add to, modify, reverse engineer or otherwise tamper with any information tendered by the customer to you or in relation to the Services or any other hardware or software used in conjunction therewith without obtaining HKT's prior written approval to do so.
- 9) You will not attempt to effect any transaction through the Services if you reasonably believe that:
- a) there are suspicious circumstances surrounding the Services;
 - b) the proposed transaction or the use of the Services may constitute a breach of any of these terms and conditions; or
 - c) the use of the Services may violate the laws or regulations of any governmental agency, local or otherwise.
- 10) You will not set a minimum threshold for any transaction without HKT's prior written consent.
- 11) With respect to issues in relation to anti-money laundering and counter-terrorist financing, each party may:
- a) refer to the other party any suspicious transactions carried out via the Services relating to the other party;
 - b) may carry out joint investigation against suspicious transactions upon the request of any law enforcement agencies or regulators having jurisdiction over the respective party.
- 12) Each party will, and will procure that its personnel will:
- a) not engage in any form of bribery, corruption, extortion or embezzlement, or other unlawful conduct; and
 - b) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption ("Anti-Bribery Laws").
- 13) You will pay HKT the Monthly Service Fee and / or the Platform Fee in accordance with this Form per transaction amount processed during the Term. The Monthly Service Fee and Platform Fee are subject to review by HKT from time to time. HKT reserves the right to impose other fees or charges reasonably and necessarily incurred for the provision of the Services from time to time.
- 14) You will pay all fees and charges under these terms and conditions to HKT within thirty (30) days upon receipt of the relevant invoice or statement from HKT. HKT reserves the right in respect of outstanding fees (or charges) owed by you:
- (a) to charge you an interest at a rate of two percent (2%) above the prime lending rate of The Hongkong and Shanghai Banking Corporation Limited on a daily basis from the date payment is due until all outstanding fees (or charges) are received by HKT; and
 - (b) to appoint a debt collecting agency to collect payment on HKT's behalf, and such agency fee will be added to the amount of debt you owe HKT.
- 15) You will notify HKT of any billing dispute at least within twenty-five (25) business days after receipt of the relevant invoice of statement of the respective payment by specifying (a) the invoice in dispute; (b) the fees or charges which are the subject of the billing dispute; and (c) the reasons for the billing dispute and the fact on which HKT relies, failing to notify HKT of any billing dispute of the relevant invoice within the prescribed period shall deem to be your acceptance to such relevant invoice. Upon notification of the billing dispute, HKT and you will review such billing dispute in good faith in order to resolve the billing dispute as soon as practicable. Except as required by law, you will be solely responsible for keeping records of all transactions and other data related to your merchant account with HKT and your use of the Services. In the event of inconsistency between your data and HKT's data with respect to the Services, the data of HKT will prevail.
- 16) You will use best endeavours to ensure that its system is at all times fully operational and will promptly notify HKT of any malfunction, failure or other incident resulting in the loss of use of the Services or need for repair or maintenance. HKT will make necessary arrangements to provide required repair or maintenance, for the Services.
- 17) You assume all risks in relation to the use of the Services, and will indemnify HKT against any liabilities, losses, damages, disputes, offsets, counterclaims, demands, actions costs, expenses and judgments arising out of or in connection with the maintenance or use of the Services.
- 18) The use of any other marketing materials produced by or at your request relating to the Services will be subject to the prior written approval of HKT.
- 19) You will indemnify HKT against any and all loss, damage, claim, action, expense, cost or liability suffered or incurred by HKT arising from or in connection with:
- a) any breach of any of these terms and conditions;
 - b) negligent or wilful acts or omissions of you and/or your personnel; or
 - c) any actions, proceedings, claims and demands made upon HKT by any third party by any act, omission, negligence or breach of statutory duty by you.
- 20) Unless it is otherwise stated in these terms and conditions, neither party will be liable for and in all respects for any indirect, special, consequential, collateral, incidental or punitive damages suffered by the other in relation to these terms and conditions including, without limitation, loss of business, revenue, profit, contracts, claims of third parties and all associated and incidental costs and expenses, whether or not the former party was or should have been aware of the possibility that such damage could occur.
- 21) HKT's liability for loss or damage (including consequential loss, loss of business or data, revenue, profit or information) in contract, tort, under any statute or otherwise incurred by you or a third party making a claim against you is excluded as far as the law permits. To the extent permitted by the law, the aggregate liability of HKT and its Affiliates to you, including for claims, expenses, damages or indemnity obligations under or in connection with these terms and conditions, will not exceed the lesser of (a) USD\$500 and (b) the total fees payable by you to HKT for the Services provided in the three (3) complete calendar months preceding the date of the most recent claim.
- 22) To the extent permitted by applicable law and except as otherwise expressly stated, HKT disclaims any warranty or condition of any kind, express, implied, common law or statutory, including but without limitation to any implied warranty of title, licenseability, data accuracy, non-infringement,

merchantability, satisfactory quality, fitness for a particular purpose, continuity of the Services, connectivity of the Services and use of reasonable skill and care or that the Services or any application, website, product or service provided or used in connection with the Services, will be error free or operate without interruption.

23) Due to the nature of communication network, you acknowledge and agree that your access to the Services may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new features, functions or services. HKT will be liable for any of the following circumstances that may affect the normal operation of network:

- a) malicious hacker attack or computer virus attack or in activation beyond the reasonable control by HKT after taking necessary safety precautions;
- b) computer system being greatly destroyed, paralyzed or unable to operate in normal condition which HKT could not prevent after taking necessary safety precautions and HKT is unable to provide the Services under these terms and conditions;
- c) technological adjustment, interruption or breakdown;
- d) temporary suspension or discontinuation of service of HKT as required by relevant government authorities; or
- e) adjustment on business made by HKT due to changes in laws and regulations under which HKT is unable to cooperate with you.

24) HKT may terminate the Services at any time by giving you a prior written notice and require you to compensate and/or indemnify HKT for any loss or damage incurred.

25) HKT may, without notice limit, cancel, terminate or suspend the provision of the Services to you at any time:

- a) in the event of an emergency or in order to provide resources to emergency and other essential services;
- b) if the provision or use of the Services is or is to become unlawful;
- c) if in HKT's reasonable opinion that you violate or HKT reasonably believes that you are in violation of any law or regulation that is applicable to your use of the Services;
- d) HKT reasonably believes that you are in any way involved in any fraudulent activity, money laundering, terrorism financing or other criminal activity; and
- e) if HKT reasonably believes that the Services have been compromised or for other security reasons.

26) HKT may limit, cancel, terminate or suspend the provision of the Services at any time by notice to you:

- a) if you cease your business or you are in bankruptcy proceedings, are dissolved, or your business license is revoked;
- b) if there are technical difficulties or it is not feasible to provide the Services;
- c) if your use the Services is in contravention of these terms and conditions or for any illegal or improper purpose, or you act in a way, which in our reasonable opinion, cause a nuisance or harassment to HKT or other customers;
- d) if you commit a breach, or HKT reasonably believes that you are likely to commit a breach, of any of the terms and conditions of these terms and conditions;
- e) if HKT reasonably believes it is necessary to suspend the Services to:
 - (i) comply with an order, instruction, determination, statement, direction or similar pronouncement of a government or regulatory authority;
 - (ii) carry out scheduled upgrading of the Services, or any equipment, facility or any part of the network; or
 - (iii) reduce or prevent fraud or interference with the Services;
- f) if HKT ceases to provide all or part of the Services.

27) You may terminate the Services by giving HKT thirty (30) days' prior written notice during the Term. Upon termination, you must immediately pay HKT the Monthly Service Fee payable up to the date of termination. HKT reserves the right to charge you the Monthly Service Fee the remaining months of the Term.

28) You agree to keep and procure to be kept secret and confidential any Confidential Information pursuant to these terms and conditions. "Confidential Information" means any information, including but not limited to discoveries, ideas, inventions, concepts, know-how (whether patentable or not), research, development, designs, specifications, drawings, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, algorithms, software programs, marketing information, user names, user information (including, without limitation, customers' personal data), technical, financial, marketing, tax or business information, intellectual property rights, patent applications, product information, and trade secrets, in any form, including, but not limited to oral, written, graphic or electronic forms, which the disclosing party identifies as confidential or which is not generally available to the public and of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information against unrestricted disclosure or use.

29) You may only disclose Confidential Information to those personnel directly involved with the Services, only to the extent necessary for each of them to perform their duties and only if such persons agree to keep the information confidential.

30) The foregoing obligations will not apply, however, to any part of such Confidential Information which:

- a) was already in the public domain or which becomes so through no fault of you or your personnel;
- b) was already known to you prior to receipt of the information from HKT;
- c) was disclosed to you by a third party owing no duty of confidentiality towards you in respect of the information;

- d) is approved for release by prior written authorization by HKT; or
- e) is required to be disclosed (i) by law; (ii) pursuant to a judicial order; (iii) pursuant to an authorized request made by a competent regulator of either of the parties; or (iv) pursuant to an authorised request from a stock exchange on which either of the parties is listed.
- 31) These obligations of confidentiality will continue during the Term and survive after termination of the Services.
- 32) You will comply and ensure all of its personnel to comply with Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) and all other applicable legislative and regulatory requirements and all such policies and standards as may be specified by HKT from time to time in performing the Services under these terms and conditions.
- 33) HKT may be subject to certain regulatory requirements (including but without limitation to the Hong Kong Monetary Authority and other competent regulatory bodies in other jurisdictions) and as a result, you will, upon request and reasonable prior notice, provide to or procure for HKT and/or internal and/or reputable third party external auditors of HKT (including the Hong Kong Monetary Authority and other competent regulatory bodies in other jurisdictions), copies of your records pertaining to the Services and the operation of the Services contemplated under these terms and conditions.
- 34) You will ensure and procure HKT and/or its relevant auditor having access to all necessary information, facilities, materials, installations, premises, procedures or other resources (including staff) which are reasonably required for undertaking any audit.
- 35) You have complied with and will continue to comply with all regulatory requirements, laws and regulations for the provision of the Services and any rules and regulations applicable to HKT.
- 36) You at your own expense hold and maintain all necessary registrations, licenses, authorizations, consents and permissions under applicable laws to carry out all your business and obligations under these terms and conditions and at all times comply with all applicable rules, regulations, bylaws, statutes and conditions of any governmental, local and other relevant authority of Hong Kong or of any other jurisdiction affecting the operation of your business and the performance of your obligations under these terms and conditions.
- 37) If any of these terms and conditions is in breach of any laws and regulations, HKT will make such amendments to these terms and conditions to ensure consistency between these terms and conditions the laws and regulations whilst preserving the effect of the relevant provision to the extent permitted.
- 38) If at any time a dispute arises out of or in connection with these terms and conditions or the performance, validity or enforceability of these terms and conditions ("Dispute"), then parties shall follow the procedure set out in this clause:
- a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("Dispute Notice"), together with relevant supporting documents. On service of the Dispute Notice, your duly authorised representative(s) and HKT's representative(s) shall endeavour in good faith to resolve the Dispute by way of negotiations and/or discussions.
- b) if the Dispute cannot be resolved by (a) above within 60 days after service of the Dispute Notice (or within any other period of time as agreed in writing by the parties), the Dispute shall be referred by either party to mediation administered by the Hong Kong International Arbitration Centre ("HKIAC") in Hong Kong with its then current Mediation Rules ("Mediation"). Unless otherwise agreed in writing between the parties, the number of mediator shall be one and this clause shall be construed by Hong Kong law.
- c) if the Dispute or any part of it cannot be resolved within 12 months after service of the written request for mediation in accordance with HKIAC's then current Mediation Rules, either party who has participated in the Mediation per (b) above shall be at liberty to commence or continue court proceedings in relation to the relevant part(s) of the Dispute in accordance with clause 40 below.
- 39) Nothing in these terms and conditions will prevent HKT from commencing or continuing court proceedings to seek injunctive or other emergency or interim relief in relation to its intellectual property rights or confidential information.
- 40) The validity and interpretation of these terms and conditions will be governed in all respects by the laws of Hong Kong Administrative Region of the People's Republic of China ("Hong Kong") and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Hong Kong in the event of dispute.
- 41) Neither HKT nor you will be liable to the other for loss or damage resulting from delay or failure to perform these terms and conditions (other than an obligation to make payments), either in whole or in part, where any such delay or failure is due to causes of force majeure or beyond their reasonable control, or which is not occasioned by their fault or negligence, including war, the threat of imminent war, riots, terrorist attacks or other acts of civil disobedience, insurrection, acts of God, restraints imposed by governments or any other government agency, or any other industrial or trade disputes, fires, explosions, storms, floods, earthquakes, interruption or stoppage of internet service and other natural calamities.
- 42) HKT may, at its own discretion, set off, deduct or withhold settlement of any amount payable by you under these terms and conditions any debt, sum or liability of any nature from time to time owing or incurred by you to HKT.
- 43) Save for the HKT's Affiliate, no other person who is not a party to these terms and conditions has any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or benefit under any of these terms and conditions. An "Affiliate" means any entity directly or indirectly Controlling, Controlled by or under common Control with HKT. "Control", including related terms such as "Controls", "Controlling", "Controlled by" or "under common Control with" means the possession, now or hereafter, directly or indirectly, of the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities, by contractual arrangements or otherwise, and without limiting the generality of the foregoing, such ability will be deemed to exist when any entity holds or controls voting proxies with respect to at least fifty percent (50%) of the outstanding voting securities or other ownership interests of the controlled entity.
- 44) You may not assign, sub-contract or delegate the whole or any part of the Services to another person unless it obtains the prior written approval of HKT. HKT may assign the whole or any part of these terms and conditions.
- 45) In the event that a sub-contractor is approved by HKT, you will be fully responsible in all respects for the performance of the Services despite sub-contracting the performance of any part of the Services. The contract between you and the sub-contractor will not purport to release you from any of the sub-contractor's obligations under these terms and conditions.
- 46) HKT may at any time vary, amend, delete or add any of these terms and conditions without prior notice to you. Your continued use of the Services will be deemed to be your acceptance of the revised terms and conditions.
- 47) In the event of any disputes, the decision of HKT will be final and conclusive.

48) The Appendices will form an integral part of these terms and conditions and have the same legal effect as these terms and conditions. In the event of any inconsistency between these terms and conditions and the Appendices, these terms and conditions will prevail.

49) In the event of any inconsistency between the English and Chinese versions of these terms and conditions, the English version will prevail.

閣下作為商戶簽署本商戶申請表格及／或網上商戶申請表格（「表格」），即表示接受及同意受以下條款及細則約束：

- 1) 閣下同意委任 Hong Kong Telecommunications (HKT) Limited (「HKT」) 提供閣下於本表格中已選擇的商戶服務（「服務」），其受各自相關之條款及細則約束，且 HKT 同意於合約期內向閣下提供該等服務。
- 2) 此條款及細則，除非根據此條款及細則提前終止，將自閣下就本表格簽署之日期（「生效日期」）起開始生效，並於本表格列出的合約期（「初始合約期」）內有效。本表格到期後，本表格將按年自動續期（「續訂合約期」），除非其中一方於初始合約期或當時的續訂合約期（視情況而定）（「初始合約期及續訂合約期，統稱「合約期」」）結束前三（3）個月通知另一方本表格將會於初始合約期或當時的續訂合約期的最後一天終止。
- 3) 閣下同意於合約期內使用終端裝置（「智能 POS」）須遵守 HKT 提供的商戶服務—智能 POS 終端及電訊服務申請表之條款及細則（不時修訂）。
- 4) 閣下可在智能 POS 上選擇接受電子錢包、二維碼等不同付款方式，用於由提供付款處理服務的 HKT 業務合作夥伴（「合作夥伴」）提供之付款程序。
- 5) HKT 不會對合作夥伴向閣下提供的服務功能及整合，及任何其他服務承擔任何責任。
- 6) 於閣下登記及註冊服務並接受此條款及細則後，HKT 將對閣下進行盡職調查，並可能要求閣下提供 HKT 合理地要求的其他資料及文件。閣下同意盡最大努力協助 HKT 進行調查。
- 7) HKT 擁有評估、接受或拒絕閣下登記本表格內的服務之全權及絕對酌情權，無需為該決定提供任何理由。
- 8) 於合約期內，閣下將：
 - a) 在各方面均確定及確保閣下的人員、員工、僱員、代理人、持牌人、承辦商及次承辦商遵守 HKT 就服務作出的所有合理指令或指引；
 - b) 確認 HKT 將不會為閣下與被適用法律及法規所禁止或限制、可能違反 HKT 內部政策或導致 HKT 被視為違反任何適用法律及法規，或由 HKT 不時確定或通知已被禁止或限制的任何產品或服務（「違禁產品及服務」）有關之任何交易提供服務。閣下將確保不會向 HKT 提交涉及或關乎任何違禁產品及服務的交易（「違禁交易」）進行處理。HKT 有權拒絕就任何違禁交易提供服務，且閣下將賠償 HKT 因該等違禁交易而引起或與之有關的任何損害、損失及責任。
 - c) 確認提供予 HKT 的資料在各方面均為完整、真實、準確及最新。
 - d) 合理並切實可行地盡早通知 HKT 有關與已提供予 HKT 並有可能影響 HKT 為閣下提供服務的業務資料或任何其他詳細資料之變更。HKT 有權暫停服務，且閣下將對因未通知該等變更而引起的任何投訴或爭議負責；
 - e) 確保閣下或閣下之代表與服務連接的所有設備在技術上均與服務相容，且設備及其使用會符合 HKT 及任何適用法律指示的所有合理程序；
 - f) 於任何時間執行服務提供的服務功能所需之所有事項以確保服務質素，當中包括但不限於閣下使用密碼獲取服務；
 - g) 對閣下使用服務發送或接收的任何數據或資料之內容及安全負責；
 - h) 盡快將所有與服務有關的客戶查詢、投訴、索賠或爭議轉交予 HKT；
 - i) 以書面形式向 HKT 登記本表格列出之任何額外類型的服務；
 - j) 於 HKT 明確書面授權的範圍內，於終端機、網站、應用程式、營業場及官方網站的當眼處使用、張貼及展示 HKT 的公司名稱、品牌或標誌，且不會於此條款及細則規定之外的任何用途下使用 HKT 的公司名稱、品牌或標誌；
 - k) 妥善地保存透過服務處理的所有付款交易資料（包括但不限於透過終端機、網上收款服務、收款應用程式或二維碼進行之交易中的金額、日期、時間、出售的產品及服務之性質及其他詳細資料）（「交易數據」）以及閣下因應 HKT，無論是否依據閣下所在地的適用法律及法規之要求，於表格中提供的其他資料及數據（「商戶數據」）；
 - l) 不得干擾 HKT 對交易數據及商戶數據（統稱「數據」）的編譯，並應 HKT 要求盡快向 HKT 提供任何數據；
 - m) 確認並同意不得對 HKT 及任何合作夥伴使用數據以及 HKT 為提供服務而索取的其他資料及數據進行干擾、要求或宣稱任何權利；
 - n) 確認並同意，HKT 始終擁有與服務之提供有關知識產權的所有權利、所有權及權益；
 - o) 確認並同意，除有關產權擁有人授予閣下有關使用許可（如適用）中規定之權利或權益外，閣下對 HKT 的品牌、商標及標誌並無任何權利或權益；
 - p) 確認並同意 HKT 擁有使用、分享或轉移數據予 HKT 的聯屬公司（定義見下文）、任何合作夥伴或第三方以作提供或改進服務的無限權利，包括但不限於詐騙偵測、可疑交易監控和報告、研究、數據分析以及提供其他金融服務，以及出於 HKT 不時確定的任何目的而與 HKT、其聯屬公司（定義見下文）、任何合作夥伴及／或第三方分享數據的無限制權利；及
 - q) 在未得到 HKT 書面批准前，不得更改、干擾、增加、修改、透過逆向工程或以其他方式篡改客戶提供予閣下的任何資料，或就服務或與其一一併使用之任何其他硬件或軟件提供的資料。

- 9) 如閣下有合理理由認為存在以下情況，閣下將不得試圖透過服務進行任何交易：
- 服務存在有關可疑情況；
 - 擬議交易或使用服務可能構成違反任何此條款及細則；或
 - 使用服務可能違反本地或其它地方的政府機構的法律或法規。
- 10) 在未經 HKT 書面准許前，閣下不得為任何交易設置最低限額。
- 11) 關於與打擊洗錢及恐怖分子資金籌集有關的問題，每一方均可：
- 將與另一方有關透過服務進行的任何可疑交易，轉介至另一方；
 - 因應對當事方擁有管轄權的任何執法機構或監管機構的要求，對可疑交易進行聯合調查。
- 12) 每一方將促使自身及自身人員：
- 不得從事任何形式的賄賂、貪污、勒索或盜用公款或其他非法行為；及
 - 遵守與反賄賂及反貪污有關的所有適用法律、法規、法典及制裁（「反賄賂法律」）。
- 13) 閣下將根據本表格規定就合約期內處理的交易金額向 HKT 支付服務月費及／或平台費用。HKT 不時會對服務月費及平台費用進行檢討。HKT 保留權利不時收取因提供服務而合理及必然地產生的其他費用或收費。
- 14) 閣下將於收到 HKT 有關發票或對賬單後三十（30）天內根據此條款及細則向 HKT 支付所有費用及收費。HKT 就閣下欠繳費用（或收費）保留以下權利：
- 自付款到期日起，每天向閣下收取利息，利率為香港上海滙豐銀行有限公司最優惠貸款利率加百分之二（2%），直至 HKT 收到所有欠繳費用（或收費）；及
 - 委任追收公司代 HKT 收取款項，閣下欠付 HKT 的債務金額將另加上該代理費用。
- 15) 如對計賬有任何爭議，閣下將於收到有關付款的有關發票或賬單後至少二十五（25）個工作日內，按照如下方式通知 HKT：（a）指明有爭議的發票；（b）指明計賬爭議所涉及的費用或收費；（c）指明計賬爭議的原因及 HKT 所依據的事實。如未在規定期限內通知 HKT 有關發票的任何計賬爭議，則默認閣下已接受該有關發票。收到有關計賬爭議的通知後，HKT 及閣下將真誠地審視該計賬爭議，以便在切實可行地盡早解決。除法律規定外，閣下將全權負責記錄所有交易以及與閣下在 HKT 的商戶賬戶以及閣下使用服務有關的其他數據。若閣下與 HKT 就有關服務的數據不一致，則以 HKT 的數據為準。
- 16) 閣下將盡最大努力確保其系統始終正常運作，並將盡快通知 HKT 有關導致無法使用服務或需要維修或維護的任何失靈、故障或其他事件。HKT 將為服務提供所需的維修或保養作出必要安排。
- 17) 閣下承擔與使用服務有關的一切風險，並將就維護或使用服務所引起或與之有關的任何責任、損失、損害、爭議、抵銷、反申索、要求、訴訟費、費用及判決向 HKT 作出賠償。
- 18) 閣下製作或根據閣下要求製作的與服務有關的任何其他市場推廣材料之使用須得到 HKT 的事先書面批准。
- 19) 閣下將就因下列原因而引起或與之有關的任何及所有損失、損害、申索、訴訟、費用、成本或責任向 HKT 作出賠償：
- 任何違反此條款及細則的行為；
 - 閣下及／或閣下人員疏忽或故意作為或不作為；或
 - 任何第三方因閣下的任何作為、不作為、疏忽或違反法定職責而對 HKT 提出的任何訴訟、法律程序、申索及要求。
- 20) 除非此條款及細則中另有規定，否則任何一方在各方面均不對另一方就此條款及細則所蒙受的任何間接、特殊、相應、附屬、附帶或懲罰性損害承擔責任，包括但不限於業務、收入、利潤、合約損失、第三方申索以及所有有關及附帶成本和費用，無論前者是否已意識到或本應意識到產生損害的可能性。
- 21) 於法律允許的範圍內，HKT 對閣下產生的或第三方對閣下提出申索產生的合約、侵權、法令或其他損失或損害（包括間接損失、業務或數據、收入、利潤或資料損失）之責任均排除在外。於法律允許的範圍內，HKT 及其聯營公司對閣下的責任總額（包括根據此條款及細則或與之有關的申索、費用、損害或賠償責任）將不超過（a）500 美元及（b）閣下就於最近一次申索日前三（3）個完整曆月內提供之服務應付 HKT 的費用總額，以較低者為準。
- 22) 於適用法律允許的範圍內，除非另有明文規定，HKT 不提供任何形式的明示、默示、普通法或成文法保證或條件，包括但不限於所有權、可許可性、數據準確性、非侵權、適銷性、質素滿意度、特定用途適用性、服務延續性、服務連接性以及合理技術之使用及謹慎度，或就服務提供或使用或與之有關的任何應用程式、網站、產品或服務將毫無錯誤或可不間斷運作的任何默示保證。
- 23) 由於通訊網絡的性質，閣下確認並同意，閣下有時可能被暫停或限制使用服務，以便進行維修、維護或推出新特性、功能或服務。HKT 將對下列任何可能影響網絡正常運作的情況承擔責任：
- 在採取必要安全預防措施後，超出 HKT 合理控制範圍的惡意黑客攻擊或電腦病毒攻擊或激活；
 - 在採取必要安全預防措施後，電腦系統遭到 HKT 無法阻止的嚴重破壞、癱瘓或無法正常運作，且 HKT 無法根據此條款及細則提供服務；
 - 技術調整、中斷或故障；

- d) 有關政府當局要求暫時停止或終止 HKT 的服務；或
- e) 由於法律及法規變更，HKT 對業務作出調整而無法與閣下合作。
- 24) HKT 可隨時向閣下發出事前書面通知終止服務，並要求閣下就產生的任何損失或損害對 HKT 作出賠償及／或彌償。
- 25) HKT 可就以下情況，在無需任何通知下，隨時取消、終止或暫停向閣下提供服務：
 - a) 在緊急情況下或為緊急情況及其他必要服務提供資源；
 - b) 提供或使用服務屬非法或將屬非法；
 - c) HKT 合理地認為閣下違反或 HKT 合理相信閣下違反適用於閣下使用服務的任何法律或法規；
 - d) HKT 合理地認為閣下以任何方式參與任何欺詐活動、洗錢、恐怖分子資金籌集或其他犯罪活動；及
 - e) HKT 合理地認為服務質素已受到損害或出於其他安全原因。
- 26) HKT 可於以下情況隨時通知閣下將限制、取消、終止或暫停提供服務：
 - a) 閣下停止營業或處於破產程序中、被解散或商業牌照遭吊銷；
 - b) 服務之提供存在技術困難或不可行；
 - c) 閣下違反此條款及細則或出於任何非法或不當目的使用服務，或閣下以我們合理地認為對 HKT 或其他客戶造成滋擾或騷擾之方式行事；
 - d) 閣下違反或 HKT 合理地認為閣下可能違反此條款及細則中的任何條款及細則；
 - e) HKT 合理地認為出於以下目的需要暫停服務：
 - (i) 遵從政府或監管當局的命令、指示、決定、聲明、指令或類似公告；
 - (ii) 對服務、任何設備、設施或網絡的任何部分進行計劃升級；或
 - (iii) 減少或防止欺詐或干擾服務；
 - f) HKT 停止提供全部或部分服務。
- 27) 閣下可於期限內提前三十（30）天書面通知 HKT 以終止服務。終止時，閣下必須立即向 HKT 支付截至終止之日的服務月費。HKT 保留權利向閣下收取期限剩餘月份的服務月費。
- 28) 閣下同意依據此條款及細則對任何機密資料予以保密並促使他人對其予以保密。「機密資料」指披露方確定為機密或通常不為公眾所得，且性質令接收方合理理解披露方希望保護其免遭無限制披露或使用的任何資料，包括但不限於任何形式（包括但不限於口頭、書面、圖形或電子形式）的發現、構想、發明、概念、專有技術（無論是否可申請專利）、研究、開發、設計、規格、圖紙、模型、樣品、流程圖、數據、電腦程式、磁碟、軟碟、磁帶、算法、軟件程式、行銷資料、使用者名稱、使用者資料（包括但不限於客戶的個人數據）、技術、財務、行銷、稅收或商業資料、知識產權、專利申請、產品資料及商業秘密。
- 29) 閣下僅可向與服務直接有關的人員披露機密資料，僅在有關人員各自履行職責所需的範圍內披露，且僅當該等人員同意對資料保密時披露。
- 30) 然而，前述義務不適用於以下情況的機密資料：
 - a) 已在公眾領域內或非因閣下或閣下人員的過錯而進入公眾領域；
 - b) 在閣下接收來自 HKT 的資料之前已為閣下所知；
 - c) 不對閣下負有資料保密義務的第三方向閣下披露資料；
 - d) 經 HKT 事前書面授權批准發佈；或
 - e) (i) 依法；(ii) 依據司法命令；(iii) 依據任何一方主管監管機構提出的獲授權要求；(iv) 依據任何一方上市的證券交易所提出的獲授權要求須予披露的資料。
- 31) 該等保密義務將於期限內持續有效，並將於服務終止後繼續有效。
- 32) 閣下將遵守並確保閣下所有人員遵守《個人資料（私隱）條例》（香港法例第 486 章）及所有其他適用的法律及監管規定以及 HKT 根據此條款及細則履行服務時可能不時指定的所有該等政策及標準。
- 33) HKT 可能受若干監管規定規限（包括但不限於香港金融管理局及其他司法管轄區的其他監管機構），因此，閣下將應要求及合理事前通知，向 HKT 及／或 HKT 的內部及／或信譽良好的第三方外聘核數師（包括香港金融管理局及其他司法管轄區的其他主管監管機構）提供或為其取得與服務以及根據此條款及細則擬議之服務營運有關的記錄副本。
- 34) 閣下將確保並促使 HKT 及／或其有關核數師獲得進行任何審計所需的所有必要資料、設施、材料、安裝、場所、程序或其他資源（包括工作人員）。
- 35) 閣下已遵守並將繼續遵守服務適用的所有監管規定、法律及法規以及適用於 HKT 的任何規則及規例。

- 36) 閣下自費持有並維持適用法律規定的所有必要登記、牌照、授權、同意及許可，以根據此條款及細則開展閣下的所有業務及履行閣下的義務，並始終遵守影響及閣下根據此條款及細則履行義務之香港或任何其他司法管轄區政府、地方及其他有關當局的所有適用規則、規例、附例、法令及條件。
- 37) 如此條款及細則中的任何一項違反任何法律及法規，HKT 將對此條款及細則作出相應修訂，以確保此條款及細則與法律及法規保持一致，同時在允許的範圍保留有關條款的效力。
- 38) 如於任何時間因此條款及細則或此條款及細則的履行、有效性或可執行性而引起或與之有關的爭議（「爭議」），則雙方應遵循本條款所載列的步驟：
- a) 任何一方應向另一方發出爭議的書面通知（「爭議通知」），其中說明其性質及全部詳細資料，以及有關證明文件。送達爭議通知後，閣下的正式授權代表及 HKT 的代表應真誠透過協商及／或討論方式解決爭議。
- b) 如於爭議通知送達後 60 天內（或雙方書面約定的任何其他期限內）無法按上文（a）所述方式解決爭議，則任何一方可將爭議提交至位於香港之香港國際仲裁中心（「HKIAC」）按其屆時實行的調解規則進行調解（「調解」）。除非雙方另有書面約定，否則調解員的人數應為一人，而本條款應根據香港法律解釋。
- c) 如爭議或爭議的任何部分於書面調解申請送達後 12 個月內無法根據 HKIAC 屆時實行的調解規則解決，則根據上文（b）所述參與調解的任何一方可自由決定根據下文第 40 條就爭議的有關部分展開或繼續法院訴訟。
- 39) 此條款及細則的任何規定均不會阻止 HKT 展開或繼續法院訴訟，為其知識產權或機密資料尋求禁令或其他緊急或臨時濟助。
- 40) 此條款及細則的效力及解釋在各方面將受中華人民共和國香港特別行政區（「香港」）法律管轄，如雙方出現爭議，各方均不可撤回地且無條件同意受香港法院的專屬司法管轄權管轄。
- 41) 對於因不可抗力或超出其合理控制範圍之外的原因，或非因其過錯或過失而引致延誤或未能履行此條款及細則條件的全部或部分（付款義務除外）所造成之損失或損害，HKT 及閣下均不對對方承擔任何責任，包括戰爭、瀕臨戰爭威脅、叛亂、恐怖襲擊或其他公民抗命行動、暴動、天災、政府或任何其他政府機構施行的限制、或任何其他勞資或貿易糾紛、火災、爆炸、風暴、水災、地震、互聯網服務中斷或停止以及其他自然災害。
- 42) HKT 可自行酌量決定就閣下不時結欠 HKT 或產生之任何性質的債務、款項或負債，抵銷、扣除或預扣閣下根據此條款及細則應付的任何金額。
- 43) 除 HKT 的聯營公司外，非為此條款及細則訂立方的任何其他人士均無權根據《合約（第三者權利）條例》（香港法例第 623 章）強制執行此條款及細則或因其受益。「聯營公司」指任何直接或間接控制 HKT、由 HKT 控制或與 HKT 受同一控制權控制的任何實體。「控制」，包括有關詞彙，例如「控制」、「控制」，「由……控制」或「與……受同一控制權控制」，指現時或此後直接或間接有權指導或安排指導受控制實體的管理及政策，無論透過擁有有表決權證券，合約安排或其他方式，且在不限制前述規定一般性的前提下，任何實體持有或控制受控制實體至少百分之五十（50%）的流通在外有表決權證券或其他所有權益，將視為存在該權力。
- 44) 未得 HKT 事前書面批准，閣下不可向其他人士轉讓、分判或轉授全部或任何部分服務。HKT 可轉讓此條款及細則的全部或部分。
- 45) 若次承辦商獲 HKT 批准，儘管分判服務任何部分之履行，閣下仍對服務履行的各方面負全部責任。閣下與次承辦商之間的合約並不解除閣下於此條款及細則項下的任何次承辦商義務。
- 46) HKT 可隨時更改、修訂、刪除或添加任何此條款及細則，而無需事前通知閣下。閣下繼續使用服務將被視為接受經修訂的條款及細則。
- 47) 若有任何爭議，HKT 的決定一概為最終及不能推翻。
- 48) 附錄將構成此條款及細則的組成部分，並具有與此條款及細則相同的法律效力。若此條款及細則與附錄之間有任何抵觸，應以此條款及細則為準。
- 49) 若此條款及細則的英文與中文版本之間有任何抵觸，應以英文版本為準。