

General Conditions of uHub plus Service

1. The Service we provide

- 1.1 We provide you with the Service set out in the Application and our Equipment (if applicable) for use with the Service.
- 1.2 All conditions and warranties relating to our supply of the Service, Equipment, device and other goods implied by law are excluded to such extent permissible by law.
- 1.3 We and any other PCCW group companies may jointly provide the Service to you. The terms and conditions for the Service provided by such PCCW group companies shall be specified in the Contract.
- 1.4 We shall use reasonable care and skill in providing the Service. However, we cannot promise that the Service will be continuous or fault-free, or, the Equipment or device we provide will never be faulty.
- 1.5 We decide on the method, technical means and route that we use to provide the Service.
- 1.6 When you ask for the Service, we decide on whether to provide it to you based on:
 - (a) its availability to the areas where you live or where the Service will be installed;
 - (b) your eligibility for the Service (e.g. you must be 18 years of age or older to be entitled to register for the Service);
 - (c) you meeting our credit or other requirements;
 - (d) whether you owe any money for any services previously or currently provided to you by us or any other PCCW group companies;
 - (e) whether the credit card, bank account or other information provided by you or any third party for payment of the Service is up to date and accurate; and
 - (f) whether (i) you agree to the terms and conditions set out under the Contract; (ii) you have previously or currently been in breach of any terms and conditions of the Service and such other services provided by any PCCW group company; or (iii) we have reason to believe that your use of the Service will be in breach of any of the relevant terms and conditions.

If we decide not to provide the Service to you for any reason described in this Clause 1.6, you agree that we can reject your Application for the Service without having to notify you of the reasons therefor and without liability to you.

2. Third party information or Content services

- 2.1 Certain third party information or Content services provided by the Third Party Providers may also be available for access and use by you through the Service provided by us. You agree to comply with the applicable terms and conditions specified by such Third Party Providers if you choose to use their information or Content services.
- 2.2 Some parts or features of the Service may be provided by Third Party Providers and you agree to be bound by any applicable terms and conditions which may be imposed by such Third Party Providers when subscribing to the Service. You acknowledge and agree that you may also be required to enter into separate documents in relation to those parts or features of the Services provided by Third Party Providers.
- 2.3 In providing access to such third party information or Content services or those parts or features of the Service which are provided by Third Party Providers, you agree that we are not responsible or liable for:
 - (a) the act, negligence or omission of such Third Party Providers;
 - (b) your use of the information or Content services or those parts or features of the Service provided by such Third Party Providers; and
 - (c) the transaction or any dispute between you and such Third Party Providers.

3. Use for intended purposes

The Service and Equipment that we provide to you under the Contract are for personal use and must not be used for trade or business purposes. You shall not in any way, directly or indirectly, resell or distribute our Service or Equipment. Our terms and conditions may state that a Service is provided for a particular purpose. You must only allow the Service to be used for such purpose.

4. When we provide the Service

4.1 Your Contract with us starts on the date we accept your application for the Service.

4.2 If the Service is intended to last for a Commitment Period, details will be set out in the Contract.

5. Payment for the Service

5.1 You undertake to pay all Charges for the Service, Equipment, device and any other goods we provide to you in a timely manner, whether you use the Service or someone else does.

5.2 If you use the Service to access a service provided by someone else, and we are charged for such other service, you must pay us for such other service.

5.3 We may issue a monthly or quarterly bill to you. We will normally bill you upfront (in advance) for any Charges for the Service and any Charges requiring advance payment. We will bill you later for any usage Charges for the Service. If possible, Charges will appear on your next bill, but sometimes Charges may appear on a later bill.

5.4 The Charges will be calculated by reference to data recorded or logged by us and not by reference to any data recorded or logged by you or your agent. Our records are sufficient proof that a Charge for the Service is payable by you unless they are shown to be incorrect. We may re-issue any bill if there is any error in the bill. We are entitled to treat a period of less than one (1) month as one (1) full month (on a 30-day month basis) for the purpose of calculation of any Charges. If you wish to have full use of the Service for the prepaid charges which are non-refundable, you should request a termination date to fall on the last day of your bill period by giving us at least 30 days' prior notice pursuant to Clause 8.2.

5.5 We will send any bills to the address where the Service is provided or to the billing address specified in your Application, unless otherwise agreed by us. We may also send your bills electronically to the email address you provided to us. If so specified by us in the Contract, you may also view your bills online at our designated website.

5.6 We will send your first bill shortly after we have provided the Service to you for the first time. After that, we will send bills at regular intervals. However, we may send you a bill at a different time.

5.7 We can bill you through a billing agent or any PCCW group companies.

5.8 You undertake to pay the Charges for the Service without deduction by the Due Date unless otherwise agreed by us. If you think that the Charges on your bill are incorrect and wish to dispute those Charges, you must notify us within 15 days of the bill date. You must pay any Charges that are not disputed.

5.9 If you do not pay your bill by the Due Date, you shall, without prejudicing any other rights we may have, pay us interest for the overdue amount at an interest rate equal to 2% per annum above the then Hong Kong Dollar best lending rate of The Hongkong and Shanghai Banking Corporation Limited until full payment (before as well as after judgment).

5.10 We may also charge you the administrative fee and the relevant bank charges for any direct debit or cheque payments which are returned to us because you do not have enough funds in your account or for whatever other reasons.

5.11 We will generally not suspend or terminate the Service or the Contract for non-payment of your bill until at least 15 days after your payment is due. If however you have failed to pay on time a recent bill or have failed to pay a bill on many occasions, we may terminate the Service earlier than 15 days after your payment is due.

5.12 If you do not pay your bill, we may ask a debt-collection agency to collect the payment on our behalf. If we do so, you will have to pay us an extra amount for breaching the Contract. This will not be more than the reasonable costs and expenses we have to pay the debt-collection agency, who will add up such costs to the amount of your debt on our behalf (this will depend on the amount you owe us).

- 5.13 Except in the event of manifest error on our part or as otherwise expressly provided in the Contract, all payments made to us shall not be refunded to you in any event.
- 5.14 In the event of termination of Services by you, we reserve the right to charge you in the last bill for service charges for a full month or the entire bill cycle irrespective of the date of termination and without pro-rata adjustment. You shall settle the amount as invoiced in full.

6. Your use of the Service

- 6.1 You must always follow all applicable law and regulations, our “Acceptable Use Policies (Consumer Customers)” and “Fair Use Policy” in the way that you use the Service which can be found at www.hkt.com/acceptableuse and www.hkt.com/FairUsePolicy respectively. You agree that the use of the Service by any other users, whether authorised by you or not, shall be regarded to be the use of the Service by you.
- 6.2 You must not in any way intercept, interfere or tamper with any part of the Service and must not use the Service or allow the Service to be used to, directly or indirectly:
- (a) make or commit unsolicited, offensive, defamatory, indecent, obscene, menacing, nuisance or hoax acts;
 - (b) send unsolicited, offensive, defamatory, indecent, obscene, menacing, nuisance or hoax messages or Content;
 - (c) cause annoyance, inconvenience or needless anxiety to any person;
 - (d) hack, break into, access or use the website of someone else without authority;
 - (e) store or upload any materials in any storage space assigned by us in our Equipment (such as servers) that can be used for hacking, tortuous, unlawful or illegal purposes;
 - (f) commit any action which may be immoral, tortuous, unlawful, illegal or infringe any third party or intellectual property rights of any party;
 - (g) for business or commercial purpose; or
 - (h) do any other actions which we are of the opinion that are inappropriate.
- 6.3 You shall not use or connect any equipment or device that may harm our Network, the telecommunications network of any third party or other customers’ equipment. If you do so, you must not use it and must disconnect it immediately.
- 6.4 You agree that any Content, software or other copyright material we supply to you is for your own private use in accordance with the Contract, and that you must not:
- (a) copy, tamper with or change such software;
 - (b) copy, tamper with, transmit, publish, upload or exhibit the Content or material; or
 - (c) supply such Content, software or other material to any other person or use it for any trading or business purpose.
- 6.5 If you have an Internet access Service from us, you accept that you are using the Internet at your own risk. You are responsible for ensuring that any equipment or device you use to access the Service is protected against viruses and hacking.

7. User ID

You are responsible for properly using any user IDs, PINs and passwords needed for the Service, if any, and must take all necessary steps to make sure that you keep these confidential and secure, use them properly and do not make these available to unauthorised party. You agree to notify us immediately if you discover any unauthorised use of the user IDs, PINs and passwords.

8. Terminating the Service

- 8.1 Except in cases where you have breached any provision of the Contract and entitling us to stop providing the Service or terminate the Contract immediately, we may suspend, restrict or terminate the Service or terminate the Contract by giving you not less than 30 days' advance written notice.
- 8.2 Once we have provided the Service, you may notify us to stop providing it or terminate the Contract at any time by giving us not less than 30 days' advance written notice or payment in lieu of notice.
- 8.3 If during any Commitment Period for the Service, you choose to terminate the Service or the Contract by giving us not less than 30 days' advance written notice where we have not breached any terms of the Contract, you will have to pay us the Early Termination Charge and any other charges for the termination of the Service or the Contract in accordance with the relevant provisions of the Contract (such as Cancellation Charges and prices of any premium you so received at the time of subscription of the Service).
- 8.4 If we are in breach of the Contract for the Service and fail to reasonably remedy the breach within 30 days after you inform us of such a breach in writing (if the breach is capable of being remedied), you may terminate the Service that is in breach by giving us written notice without paying the Early Termination Charges or any other Cancellation Charges for the terminated Service. Unless otherwise specified, any other services (if applicable) covered by the Contract which we are not in breach shall not be affected.
- 8.5 Upon termination of the Contract, the credit balance in your account, if any, will be used to settle any money that (a) you owe us under the Contract or any other contracts between us; and (b) you owe any other PCCW group company under any contracts.
- 8.6 Upon the expiration or termination of the Contract, all the Charges for use of the Service up to and including on the date of termination and all other amounts owing by you to us (and other Third Party Providers, if any) will become immediately due and payable.

9. Our rights when we provide the Service

- 9.1 Occasionally, we may need to, with or without prior notice to you:
- (a) interrupt or suspend the Service (for example, for maintenance, repair, testing, change or upgrade of our platform, Network or Equipment). If we do so, we will restore it as quickly as we can and we will not be liable or responsible for any payment or compensation for any loss or damage resulting from such interruption or suspension;
 - (b) change and/or stop providing certain features or user interface of the Service (e.g. your storage capacity) and/or migrating the Service and/or any Contents onto other platforms;
 - (c) make changes to certain technical specifications, including but not limited to limits for transferring information which are associated with the Service; or
 - (d) employ network management methods to regulate the traffic on our Network (including giving certain types of traffic priority over others).
- 9.2 You agree that:
- (a) we are not responsible or liable for any loss or damage arising from any Content, message or material uploaded or provided by you or any other users through the Service or by any of our acts under Clause 9.1;
 - (b) we may change, delete or block the access to any Content, message or material uploaded or provided by you or any other users through the Service which we are of the opinion that it is or may be in breach of the Contract or any applicable law. If we do so, you agree that we have no liability or responsibility to pay or compensate you or such other users for any loss or damage arising from such change, deletion or blocking;
 - (c) we are not responsible or liable for any installation, reconfiguration or setting up of your computer or any other devices for connection to the Service at your Premises and it is your responsibility to carry out such installation, reconfiguration or setting up work; and
 - (d) we may prioritise certain types of traffic for network management purposes.

10. Our responsibility to you when we provide the Service

- 10.1 We will not be liable to pay you compensation for any consequential, indirect, special, punitive, economic, incidental, collateral or financial loss (including any loss of profits, goodwill, bargain or opportunities, or any loss or corruption of data, or any loss of anticipated savings or business, whether caused by negligence or otherwise and whether arising out of or relating to or in connection with the Contract, the Service, or any failure to supply or delay in supplying the Service). We will not be liable to you for any losses and damages that you may suffer if you have used the Service or the Equipment we provide for any trading or business purposes.
- 10.2 Notwithstanding anything else contained in this Contract and to such extent permissible by law, we will not pay you more than the Contract Value in compensation (even if we have been negligent) for all our liabilities under the Contract for the Service, Equipment, device and any other goods we supplied or provided under the Contract.

11. Matters beyond our reasonable control

- 11.1 Sometimes, we may not be able to do what we have agreed because of a Force Majeure Event. In this case, we do not accept responsibility for the delay or otherwise not providing you with your chosen Service in accordance with the Contract. You or we may terminate the Contract immediately if such event lasts for a continuous period of 30 days.

12. If you breach the Contract

- 12.1 If we determine that you have or you may have committed a breach under the Contract (e.g. a breach of Clauses 6.1, 6.2, 6.3 or 6.4), we may restrict, suspend or terminate the Service (or any part thereof) and/or terminate the Contract immediately, with or without notice. We may or may not give you an opportunity to put matters right within 15 days (or such other period as we may determine) after we inform you of such breach before we restrict, suspend or terminate the Service (or any part thereof) and/or terminate the Contract. However, if we give you such opportunity but you do not put matters right by the deadline, we may restrict, suspend or terminate the Service (or any part thereof) and/or terminate the Contract immediately without further notice.
- 12.2 We may also suspend, restrict or terminate the Service or terminate the Contract if you breach any other contract you have with us or any PCCW group companies and do not remedy the breach within the time stated in such other contract. If we suspend, restrict or terminate the Service or terminate the Contract, we will notify you the necessary actions to be performed by you before we can restore the Service. Should we determine to cease the provision of the Service upon your breach or breaches of any terms and conditions, and the cessation falls within any Commitment Period for the Service, you are liable to pay us the Early Termination Charges and any other Cancellation Charges.

13. Our other rights to cancel the Service

Without prejudice to our rights as aforesaid, we have unfettered discretion to cancel, suspend, restrict the Service, to change any terms of the Contract (including changing and/or terminating any features of the Service and migrating the Service and/or any Contents onto other platforms), or to terminate the Contract for the Service by giving you reasonable notice if:

- (a) the law requires us to do so;
- (b) there is an emergency or other circumstance that affects our ability to provide the Service; or
- (c) you become bankrupt or appear likely to be.

14. Privacy

- 14.1 We collect, process, disclose, retain or use your Personal Data in accordance with the HKT Privacy Policy Statement which can be found at www.hkt.com/legal/privacy.html.
- 14.2 If we request Personal Data from you, you may refuse to provide the Personal Data. However, we may decline to provide the Service to you.

- 14.3 You will, as soon as possible, notify us of any change of address or any other particulars provided to us which may affect our provision of Service to you.

15. Information provisioning

You will provide us with the information relating to you or your use of the Service we reasonably require:

- (a) to help us in complying with the applicable law and to report to any Government Agency regarding such compliance; and
- (b) to assess whether or not you have complied, are complying and will be able to continue to comply with all obligations under the Contract.

If you do not do so within two (2) working days of our request, you agree that we can enter your Premises to obtain the information we require during business hours after giving you reasonable notice.

16. Acceptance of the terms

You agree that you have:

- (a) read, understood and accepted all the terms and conditions contained in the Contract;
- (b) read, understood and accepted the Terms of Use of this Site of the Service (available on www.uHub.com) which are incorporated by reference herein;
- (c) read, understood and agreed to the arrangement with respect to the collection, use, retention, access of your personal information set out in the Contract, including the HKT Privacy Policy Statement which is accessible through the designated website(s);
- (d) accepted that the Contract, including the HKT Privacy Policy Statement may at any time be amended, modified or supplemented to suit the contemporary needs and development of the Service and its activities, and that your continued registration as a user or use of the Service will constitute an acceptance of such amendment, modification, or supplementation; and
- (e) assumed the responsibility to remain knowledgeable of all the relevant terms, conditions and policies published by us in connection with the Service through whatever means.

17. Other things we need to tell you

- 17.1 Sometimes, we will need to unilaterally change the Charges or the terms and conditions of a Service covered by the Contract. We will notify you of the changes by publishing details of all changes or the latest version of the revised terms and conditions online at www.uhub.com or any other website as specified by us, or by such other means as designated by us (e.g. by post, email, SMS and/or bill insert).
- 17.2 You accept that the Contract is personal to you and agree not to transfer or assign the Contract (or any part thereof) to any person or entity, or to try to do so without our prior written consent. Any attempt by you to do so shall be void. However, we may take instructions from a person whom we think, with good reason, is acting with your permission.
- 17.3 We can transfer our rights and obligations under the Contract (or any part thereof) to any person or entity without your consent. We can also use any of our Affiliate, an agent or subcontractor to perform our responsibility.
- 17.4 Save for any PCCW group companies, no other person who is not a party to the Contract has any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623, the Laws of Hong Kong) to enforce any terms and conditions and/ or benefit of the Contract.

- 17.5 When we need to contact or give notice, consent or other communication to you, we will use the Premises, your billing address, correspondence address, email address, facsimile number, mobile number, fixed phone number and/or other contacting details that you have provided us for contacting you. We may also contact you by such other means as designated by us at our discretion (such as in the form of a letter, bill insert or message, email message, statement on our or our Affiliates' website, pamphlet available at our or our Affiliates' shops, their respective franchisee's or agent's retail outlets, advertisement placed in a Hong Kong daily newspaper). The notice or communication sent by us shall be treated as received by you (a) 24 hours after posting (seven (7) days after posting, if posted to or from a place outside Hong Kong), if sent by letter; (b) at the time of delivery, if delivered in person; (c) immediately upon faxing if sent by facsimile and the transmission report indicates that the facsimile transmission was successful; (d) immediately upon sending the email, if sent by email; (e) in the case of a notice or communication sent by electronic means, immediately after being transmitted by us or posted on our or our Affiliates' websites; and (f) when the first edition of the newspaper is available for purchase or when the pamphlets are available in those shops or retail outlets, in the case of a newspaper advertisement or pamphlet.
- 17.6 If you need to contact us, please use the address on your last bill or any other postal address, email address or phone number we have given to you for that purpose.
- 17.7 If the terms and conditions of the Application, the Service Guide, the Special Conditions and these General Conditions conflict with each other, the inconsistency will be resolved in the descending order of preference set out in this Clause.
- 17.8 Each of the provisions of these General Conditions and the Special Conditions is severable and distinct from the others, and if one or more of such provisions is or becomes invalid, illegal or unenforceable, such invalid, illegal or unenforceable provisions shall be deleted from these General Conditions and/or the Special Conditions (as the case may be) and no longer incorporated herein, but, the other provisions shall continue to be effective and binding on the parties.
- 17.9 The interpretations of the Contract shall be at our sole discretion, which decisions shall be final, binding and conclusive. In the event of any dispute in connection with the Service, our decisions shall be final, binding and conclusive. In the event of any discrepancy between the English version and any translated version, the English language version shall prevail, unless we determine otherwise.
- 17.10 The Contract is governed by the laws of Hong Kong.

18. Special meanings

In the Contract:

- 18.1. **Affiliate** means, in relation to an entity, any other entity which directly or indirectly controls, is controlled by, or is under common control with, such entity.
- 18.2. **Application** means a written or an online application and, where expressly allowed by us, a non-written application made by you to us requesting the provision of the Service to you.
- 18.3. **Cancellation Charge** means the cancellation charge for the Service, Equipment and any other devices provided by us as specified in the Contract.
- 18.4. **Charges** means the charges and fees (including but not limited to the monthly or periodic charges) payable by you to us in respect of the provision of the Service, Equipment, device or any other goods by us and as specified by us in the Contract.
- 18.5. **Commencement Date** means the date we inform you that the Service is made available to you.
- 18.6. **Commitment Period** means the commitment period or fixed term for the Service as specified by us in the Contract.
- 18.7. **Content** means any data, information, images, graphics, video or audio content, applications, downloadable files or other multimedia content that can be accessed using the Service.
- 18.8. **Contract** means the contract between you and us in respect of the Service provided by us to you, including the Applicable, the Service Guide, the applicable Special Conditions, these General Conditions and all other terms and conditions applicable to your use and our provision of the Service, as amended by us from time to time.

- 18.9. **Contract Value** means in relation to (a) the Service with a Commitment Period as subscribed by you, the total Charges for the Commitment Period payable by you to us under the Contract; or (b) the Service without a Commitment Period as subscribed by you, the total Charges paid by you to us for the period from the Commencement Date to the date immediately preceding any incident giving rise to your claim.
- 18.10. **Due Date** means the date specified by us in the relevant bill for the payment of the Charges, or if no such date is specified, the date which is 15 days from the date of the bill.
- 18.11. **Early Termination Charge** means the early termination charge payable by you for the Service, the Equipment and any other devices provided by us as specified in the Contract.
- 18.12. **Equipment** means the equipment and/or device (if any) provided by us to make available the Service to you which excludes any equipment belonging to you or any third party.
- 18.13. **Force Majeure Event** means anything outside our reasonable control including but not limited to, industrial disputes of any kind, war declared or undeclared, act of terrorism, blockade, disturbance, a natural disaster (such as lightning, earthquake, storm, flood, explosion or meteor), law or any power lawfully exercised by a Government Agency, any change in any applicable law, rule or regulation of Hong Kong to the Service or your use of the Service, inability or delay in granting governmental or other approvals, consents, permits, licenses or authorities, or telecommunications network outage or degradation which we cannot reasonably control.
- 18.14. **General Conditions** means these General Conditions of uHub plus Service and as amended by us from time to time.
- 18.15. **Government Agency** means any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world and includes the Communications Authority of Hong Kong.
- 18.16. **Hong Kong** means the Hong Kong Special Administrative Region of the People's Republic of China.
- 18.17. **Licence** means a licence issued by a Government Agency to us from time to time authorising us to provide the relevant service or network.
- 18.18. **Network** means the telecommunications network owned or operated by us in accordance with our Licence including all facilities and associated equipment used in, or in connection with, that network.
- 18.19. **PCCW** means PCCW Limited and its subsidiaries (including but not limited to HKT Limited and its subsidiaries).
- 18.20. **Personal Data** has the same meaning given to it in the Personal Data (Privacy) Ordinance (Chapter 486, the Laws of Hong Kong).
- 18.21. **PIN** means a personal identification number issued by us to you for your access to the Service.
- 18.22. **Premises** means the place where the Service or any services provided by any PCCW group company is installed and used from time to time.
- 18.23. **Service or Services** means the uHub plus service or services, including Equipment, device and any other goods where applicable, provided by us to you.
- 18.24. **Service Guide** means any service literature for the Service setting out the service description or entitlements, the relevant Charges, eligibility requirements and the service provider for the Service.
- 18.25. **Special Conditions** means the special conditions applicable to the Service available at www.uhub.com and as amended by us from time to time.
- 18.26. **Third Party Provider** means any third party provider which provides information or Content service which is available for your access and use through the Service we provide.
- 18.27. **uHub Storage** means the uHub plus storage capacity under the Service.
- 18.28. **We** means Hong Kong Telecommunications (HKT) Limited.
- 18.29. **You** means the customer who subscribes to the Service.

Special Conditions of uHub plus Service

Service Provider

1. Hong Kong Telecommunications (HKT) Limited (“we”, and the terms “us” and “ours” shall be construed accordingly) provides the uHub plus service (“**Service**”) upon the terms and conditions of the Application, the Service Guide, these Special Conditions of uHub plus Service (“**Special Conditions**”) and the General Conditions of uHub plus Service (“**General Conditions**”).
2. Unless otherwise specified in these Special Conditions, all defined terms used in these Special Conditions shall have the same meaning as those defined in the General Conditions.

Your use of the Service

3. Subject to your compliance with all applicable terms and conditions of using the Service and your payment of the applicable fees and charges, we grant you a limited, non-exclusive, non-transferable, revocable right to use the Service solely for the purpose of storing and retrieving your personal files, data, content and materials that you have the full right and authority to store and retrieve (collectively, “**Subscriber’s Material**”). You agree not to use the Service in any other way, including to store, transfer or distribute files of or on behalf of third parties, for any form of file sharing (except as otherwise set out in the terms and conditions) to operate your own file storage service or to resell any part of the Service.
4. By using the Service with the Subscriber’s Material, you are directing us to store the Subscriber’s Material on your behalf. You are solely responsible for the content of the Subscriber’s Material and your use of the Service as well as all consequences of sharing your Subscriber’s Material with others by using the file sharing features of the Service. You must ensure that you have all necessary rights, licences and consents in the Subscriber’s Material that permit you to use the Service without infringing the rights of any copyright, patent, trademark, trade secret or other proprietary rights’ owners, violating any applicable laws or violating the terms of any licence or agreement to which you are bound. You must ensure that the Subscriber’s Material is free from any malware, viruses, Trojan horses, spyware, worms, or other malicious or harmful code. In transferring the Subscriber’s Material to and from the Service, you are responsible for complying with all applicable import, re-import, export and re-export control laws and regulations. Failure to comply with these requirements may result in the immediate termination of the Service. You also understand and agree that the recording and storage of any Content through the Service is done at your own discretion and risk and that you will be solely responsible for any loss or damage to your Content or image or any damage to your computer system, television set, mobile phone and/or any other types of devices and/or loss of data that may result therefrom. You are solely responsible for creating back-ups of your Content and storing it in your own storage device.
5. You warrant and undertake that you:
 - (a) will use the Service in accordance with the terms and conditions of the Contract and only to the extent permitted by the Contract and any applicable law and regulations;
 - (b) will be strictly and solely responsible for your use of the Service and any use of the Service by a designated user (being any person who uses the Service by using the login ID(s) and password(s) provided by us to you to access the Service);
 - (c) must not, and must not permit any other person, to use the Service for any unlawful purpose, sell, reproduce, copy, distribute, publish, modify, prepare derivative works based on or display the Subscriber’s Material or cause the Subscriber’s Material to otherwise be displayed in public unless you own that Subscriber’s Material or possess an appropriate licence;
 - (d) will ensure that each of the designated users complies with the Contract;
 - (e) will abide by all relevant laws of Hong Kong and any operating rules, as amended from time to time (including without limitation the Personal Data (Privacy) Ordinance);
 - (f) subject to any other special terms and conditions of the Contract, will not assign, transfer or sub-license all or any part of your rights or obligations under the Contract;
 - (g) will provide true, accurate, current and complete information about yourself as required to complete your registration form (if any) for the Service (“**Registration Data**”);

- (h) will agree to maintain and promptly update the Registration Data (if any) you have submitted to us and keep it true, accurate, current and complete;
 - (i) will not provide any information that is untrue, inaccurate, not current or incomplete. If we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to, with or without notice to you, suspend or terminate your account and refuse any and all current or future use of the Service;
 - (j) will report any violation of the terms and conditions of the Service to our customer service team;
 - (k) will at all times safeguard your login ID(s) and password(s) and ensure that they are not disclosed or provided to any other person and ensure that all designated users safeguard your login ID(s) and password(s) and ensure that they are not disclosed or provided to any other person;
 - (l) in relation to any Subscriber's Material which you upload to the Service, be deemed to have granted to us an irrevocable licence to copy, distribute, publish, deliver and transmit such Subscriber's Material as is necessary for the operation of the Service, without charge; and
 - (m) will promptly notify us your latest address, email address and/or mobile number if there has been any change from what you have previously notified us, to enable us to contact you if required.
6. You must not upload, post, communicate or distribute any Subscriber's Material on the Service that:
- (a) you do not have the right to do so;
 - (b) is unlawful, abusive, harassing, defamatory or in contempt of any legal or other proceedings;
 - (c) is misleading or deceptive;
 - (d) incites hatred or discrimination against any group of persons being a group defined by reference to colour, race, sex, origin, nationality or ethnic or national origins;
 - (e) denounces religious or political beliefs;
 - (f) includes religious or political material which is or is likely to be offensive;
 - (g) is indecent, obscene, vulgar, pornographic, offensive or of doubtful propriety;
 - (h) is threatening or of a menacing character;
 - (i) is likely to cause annoyance, inconvenience or anxiety;
 - (j) is likely to encourage crime, public disorder, violence or hatred;
 - (k) is likely to damage public health, safety or morals;
 - (l) infringes or is likely to infringe any copyright, trademark, patent, moral right or other intellectual property rights;
 - (m) contains any unsolicited or unauthorised advertising or promotional material;
 - (n) is likely to cause harm to us or anyone else's computer systems, smartphone, tablet or other devices, including but not limited to that which contains any software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer, smartphone, tablet or other devices' software or hardware or telecommunications equipment;
 - (o) impersonates any person or misrepresents your relationship with any person including but not limited to, any PCCW / HKT official, employee or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
 - (p) contains any material, non-public information of any third party without the necessary authorisation to do so;
 - (q) contains any trade secret of any third party;
 - (r) contains any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities, or other unsolicited commercial communication (except as otherwise expressly permitted by us), or engage in spamming;
 - (s) incorporates any software or other materials that contain any virus, worm, time bomb, Trojan horse, or other harmful or disruptive component;
 - (t) is invasive of another's privacy;

- (u) is for commercial, trading, business, profit making or resale purposes; and/or
 - (v) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service.
7. You agree not to:
- (a) restrict or inhibit any other authorised party from using the Service, including, without limitation, by means of "hacking" any part of the Service or "hacking" or defacing any portion of the web sites of the Service;
 - (b) use the Service or the websites of the Service or the Software (as defined in Clause 10) for any unlawful purpose;
 - (c) express or imply that any statements you make are endorsed by us, without our prior written consent;
 - (d) modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Service, the web sites of the Service or any of the Software;
 - (e) remove any copyright, trademark, or other proprietary rights notices contained in the Service;
 - (f) copy and/or frame any part of the Service without our prior written authorisation;
 - (g) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Service;
 - (h) collect information about users of the Service without their express consent;
 - (i) hack, break into, access, use or attempt to hack, break into, access or use part of the Service and/or any data areas on our server(s) or that of any third parties without authorisation; and
 - (j) store or upload any kind of tools, software or materials in any storage space assigned by us to you in our server(s) that can be used, in our sole opinion for hacking or for any other illegal or improper purpose.
8. You acknowledge and agree that:
- (a) the use of the Service may require compatible devices, Internet access, and certain software may require periodic updates, and the Service may be affected by the performance of these factors;
 - (b) we reserve the right to limit the number of accounts that may be created from a device and the number of devices associated with an account;
 - (c) the Service is intended to be a service provided for use in Hong Kong and we make no representation that the Service will be available at all times and in places other than Hong Kong;
 - (d) considering the nature of the Service, it is impossible for us to review the contents or confirm the legality or validity of Subscriber's Material;
 - (e) we do not monitor the contents of Subscriber's Material;
 - (f) we disclaim any and all liability for any Subscriber's Material uploaded to the Service;
 - (g) we have the right to delete, remove, move or disable or block any access to any Subscriber's Material which we consider, in our sole opinion to breach or is likely to breach any applicable law or to be unacceptable without giving you any notice;
 - (h) your use of the Service or any other platform(s) linked to the Service may be governed by additional or different terms and conditions. Where this is the case, those additional terms and conditions will apply to your use of such webpage or websites or platforms in addition to these terms and conditions and will prevail over these terms and conditions to the extent of any inconsistency;
 - (i) nothing you do on or in relation to the Service will transfer any intellectual property rights to you or license you to exercise any intellectual property rights unless this is expressly stated;

- (j) there may be some contents of the Subscriber's Material which is not suitable for viewing by minors. You are responsible for checking the identity and/or age of any person who use any login ID(s) or password(s) we provide to you to access the Service and for generally ensuring that minors do not access such contents using any login ID(s) or password(s) we provide to you to access the Service; and
 - (k) we are merely providing a service that enables electronic contents to be sent and we are not the sender of the contents and we have not authorised the contents that are or have being sent via the Service.
9. We do not guarantee that the Subscriber's Material will not be subject to misappropriation, loss or damage and we will not be liable if they are. You are responsible for maintaining appropriate security, protection and backup of all materials, content and the Subscriber's Material.
10. You will from time to time be permitted to download software from the Service or which is required for the Service to be used on smartphone, tablet or any other device ("**Software**") and we hereby grant to you a limited, non-exclusive, non-transferable, revocable licence for you to store, run and use the Software on your computer, smartphone, tablet or any other device in accordance with the terms and conditions of the Contract and any software licence which accompanies the Software and terms and conditions as set out for the use of the Software prior to installation.
11. We expressly disclaim any and all liability for any damage or loss (including but not limited to loss of data) suffered by you or the owner of the computer, smartphone, tablet or any other device or any other persons arising directly or indirectly from the installation of the Software on the computer, smartphone, tablet or any other device. We will not be liable for any loss or corruption of any software or data resulting from the installation of the Software. It is your responsibility to back up any data on the computer, smartphone, tablet or any other device before installation of the Software. We also expressly disclaim any and all liability in connection with the Subscriber's Material in connection with the Service. We do not permit any infringement of intellectual property rights on the Service and we will remove all Subscriber's Material if we are properly notified that such Subscriber's Material infringes on any party's intellectual property rights. We reserve the right to remove all Subscriber's Material from the Service without giving you any notice.
12. The Service may support sharing feature. You can only access your own Subscriber's Material with a single, dedicated service ID and may share your own Subscriber's Material with other specific individuals by passing a link to them or by sending a sharing invitation to them for accessing a particular folder.
13. (a) To the extent permitted by law, we disclaim any representation or warranty whether express or implied as to the title, non-infringement, fitness for a particular purpose, merchantability, accuracy, completeness, standard of quality, security, reliability, timeliness and performance of the Service and/or the Software (as the case may be), that the Service will be uninterrupted or error free, that the Service or the servers that support it will be free from viruses or other harmful components, any obligation to maintain the confidentiality of information (although our current practice is to maintain such confidentiality), the results to be obtained from use of any part of the Service and/or any of the Content unless otherwise specifically mentioned in the Contract.
- (b) You understand and agree that the submission of any Content to us and the download or upload of any Subscriber's Material through the Service is done at your own discretion and risk and that you will be solely responsible for any loss or damage to your Subscriber's Material or any damage to your computer system or loss of data that may result in the download or upload of any material. You are solely responsible for creating back-ups of your Subscriber's Material.
- (c) To the extent permitted by law, you agree that our liability shall in any event not exceed the total fees paid by you to us for the immediately preceding 12 months prior to any incident giving rise to a claim.
- (d) To the extent permitted by law, we expressly disclaim any liability for (i) any loss and damage (including but not limited to loss of data) suffered by you arising from your use of the Service and/or the Software (including but not limited to any of our upgrade, downgrade, change and/or migration of the Service or any features thereof or any system in connection therewith); (ii) any claim based on contract, tort, or otherwise or any loss of revenue (whether direct or indirect), loss of profits or any consequential loss whether of an economic nature or not; (iii) any claim relating to any part of the Service and/or any of the Subscriber's Material supplied, provided or made available by or through the Service (or any failure or delay to so supply, provide or make available); (iv) any injury, disease, seizure or loss of consciousness suffered by you or any person who accesses the Service using your login ID and/or password, arising whether directly or indirectly from accessing and using any part of the Service; (v) any loss or damage suffered by you or any person arising out of or

relating to any unauthorised access to your Subscriber's Material or use of any part of the Service; (vi) any loss or damage suffered by you arising out of or relating to any Subscriber's Material which have been inadvertently or otherwise posted publicly by you resulting in disclosure of your Subscriber's Material; and (vii) any disruption or suspension of the Service or any part thereof which is attributable to an event or circumstance beyond our reasonable control.

14. You agree that your Subscriber's Material stored in the Service (whether any storage was given to you for a fee or not) and the hyperlinks to such Subscriber's Material, must only be displayed or exhibited on the Service and other websites authorised by us.
15. You agree to indemnify, defend and hold harmless us, our Affiliates (meaning any other entity which directly or indirectly controls us, is controlled by us, or is under common control with us), business partners, licensors, employees, agents and any third party information providers to the Service from and against any suit, action, claim, proceedings, liability, demand, loss, damage, fee, cost and/or expense (including reasonable legal fees) resulting from or arising out of (a) any of your Subscriber's Material; (b) use or misuse of the Service by you or any other person who accesses the Service using your login ID(s) and password(s); (c) any violation of any terms and conditions of the Service; (d) any violation of any right of a third party; or (e) any breach of or non-compliance with any applicable law.

Our rights when we provide the Service

16. By sending or posting the Subscriber's Material to the Service, you give us the right to access any video files contained therein and transcoding them for video playback.
17. You also give us the right to access, retain, use and disclose your account information and the Subscriber's Material: (i) to provide you with technical support and address technical issues; (ii) to investigate compliance with the Service terms of conditions, enforce the terms and conditions and protect the Service and its users from fraud or security threats; (iii) as we determine is necessary to provide the Service; or (iv) comply with applicable laws or claim of unlawful activities. None of the Subscriber's Material shall be subject to any obligation, whether of confidentiality, attribution, or otherwise, on our part and we shall not be liable for any use or disclosure of your account information and/or any Subscriber's Material.
18. We may (although we are not obliged to do so):
 - (a) delete, remove, move, obliterate, disable, restrict or block any access to any Subscriber's Material (in whole or in part) which is subject to any claim of unlawful activities or violation of any party's rights without giving any prior notice to you at our sole discretion;
 - (b) deactivate the Service, at any time without notice to perform system maintenance, upgrade, tests and/or repairs; and
 - (c) from time to time, amend the amount of any fees, introduce new fees and/or amend these special terms and conditions, and/or amend any operating rules which govern your use of the Service by posting the details of such amendments on www.uhub.com or any other website(s) as specified by us in the Service Guide and/or by sending you a notification of such amendments via post or such other means as determined by us, such amendments to take effect 3 business days (meaning a day other than a Saturday, a Sunday or a public holiday in Hong Kong) after such posting is made and/or on a date as specified in such notification.
19. We may appoint agents, assign the rights or sub-contract (in whole or in part) any part of our rights and/or obligations contained in the Contract to any person or entity at any time. The Contract represents the entire understanding between you and us in relation to the Service and supersedes all prior agreements and representations made by either party, whether oral or written. If any term or condition of the Contract becomes or is declared illegal, invalid or unenforceable for any reason, such term or condition shall be divisible from the Contract and shall be deemed to be deleted from the Contract.

Changing/Ending the Service

20. We may (although we are not obliged to do so) restrict, suspend and/or terminate your use of the Service (together with any extra services offered to you as part of the Service, such as NETVIGATOR email account, whether or not you have been using those extra services) and/or delete, remove, move, obliterate, disable, restrict and/or block any content of or access to any Subscriber's Material (in whole or in part) (which may also include any email account, its contents and any other materials offered to you as part of the Service, such as NETVIGATOR email account and any contents thereunder) if in our records your uHub plus account has been idled or has not been used or activated for at least six (6) months. It is your responsibility to back up all Subscriber's Material on the uHub Storage before such termination, deletion, removal, obliteration, restriction or blockage and we are not responsible or liable for any loss or damage to the Subscriber's Material upon such termination, deletion, removal, obliteration, restriction or blockage.
21. During the promotion period, certain free storage capacity of the Service may be offered to existing customers of the PCCW / HKT Group using certain selected service plan(s) (e.g. NETVIGATOR Broadband, 1010 / csl mobile, csl Wi-Fi service and NETVIGATOR Everywhere service plans). We reserve the right to charge such customers the prevailing Charge for the use of the Service after the promotion period.
22. You may upgrade your uHub Storage by either (a) paying an additional monthly Charge per month; or (b) subscribe uHub plus service commitment plan at our HKT sales channels.
23. If you terminate either (a) NETVIGATOR Broadband service / csl Wi-Fi service, or (b) 1010 / csl mobile service / NETVIGATOR Everywhere service, you will be given a choice, either (i) paying monthly fee to retain the entitled or larger storage size at a specific storage size plan available, or (ii) your Service will be downgraded or terminated with all existing files being deleted upon service termination of either category (a) or (b) aforementioned or downgrading of your Service. It is your responsibility to back up all Subscriber's Material on the uHub Storage and we are not responsible or liable for any loss of the Subscriber's Material.
24. If your uHub Storage was upgraded after you have received an upgrade invitation from NETVIGATOR Broadband customer service, once you terminate the service, you will also be given a choice, either (a) paying monthly fee to retain the entitled storage size, or (b) the Service will be downgraded or terminated with all existing files being deleted upon service termination or downgrading of the Service. It is your responsibility to back up all Subscriber's Material on the uHub Storage and we are not responsible or liable for any loss of the Subscriber's Material.
25. If the Service is terminated for whatever reasons, all licences, rights and privileges granted to you shall immediately cease. Should you at any time cease to be a subscriber to the Service and/or upon expiration or termination of the Contract, you will not be permitted to post, upload, transmit or re-transmit any more Subscriber's Material to the Service and we will also remove all your Subscriber's Material from the Service without giving you any notice.
26. You may purchase additional storage beyond your storage entitlement at a fee. If you exceed your storage entitlement on your uHub plus account, we reserve the right to downgrade, suspend, restrict or terminate the Service and/or terminate the Contract immediately without notice or to take any other actions as we deem appropriate. An Early Termination Charge and other Cancellation Charges may be payable if the Contract is terminated during a Commitment Period.