

Terms and Conditions

- 1 These terms and conditions and the agreement overleaf together constitute this StarsNet 360 Program Agreement (this "Agreement") between the customer and StarsNet (HK) Limited.
- 2 Subject to the terms and conditions of this Agreement, StarsNet (HK) Limited agrees to let to, and the Customer agrees to rent from StarsNet (HK) Limited the hardware listed in Part IIIb of this Agreement. This Agreement cannot be cancelled or terminated by the Customer except as expressly provided herein.
- 3 Whilst StarsNet (HK) Limited reserves the right to assign its rights, interests, title, benefits, claims and entitlements in this Agreement at any time without reference to the Customer, the Customer shall not assign all or any part of its interest in this Agreement without the prior written consent of StarsNet (HK) Limited.
- 4 The Customer authorizes StarsNet (HK) Limited to insert in this Agreement the serial number, other identification data and any other necessary details of the hardware.
- 5 The Customer has satisfied or will satisfy itself as to the condition of the hardware. Signature of the Customer acknowledging receipt on StarsNet (HK) Limited's delivery documents and further on the spot inspection of the hardware shall be conclusive evidence that the Customer has examined them and found them to be completely in accordance with their description, in good order and condition, fit for any purpose for which they may be required and, in every way, satisfactory.
- 6 The Customer shall from the date of rental of the hardware at its own cost and expense keep the hardware safe and in good serviceable repair condition and working order, provide for adequate servicing and inspection, use the hardware lawfully and in accordance with the general purpose for which it was designed and manufactured, not alter or move or procure the alteration or relocation of the hardware without StarsNet (HK) Limited's prior written consent and shall prevent damage, deterioration, loss or destruction of the hardware. StarsNet (HK) Limited's assignees and/or their respective agents and authorized representatives of StarsNet (HK) Limited are hereby irrevocably authorized to inspect the hardware with prior arrangement with the Customer at the premises where the hardware is located for the purpose of inspecting or testing or retaking possession pursuant to StarsNet (HK) Limited's rights contained in this Agreement.
- 7 (a) The Customer shall pay the Initial Payment (if any) on the date of signing of this Agreement being the amount set out in Part III of this Agreement. Subject to the other provisions in this Agreement, the Initial Payment will be applied towards settlement of the last Charge Per Billing Period payable by the Customer for the Minimum Agreement Term. No interest accrued on the Initial Payment shall be payable by StarsNet (HK) Limited to the Customer.
- (b) Each Billing Period, the Customer shall pay to StarsNet (HK) Limited the Charge Per Billing Period. The full and punctual payment of the above amounts is an essential condition and fundamental term of this Agreement. The first payment will become due on the first day of the month following the installation of the hardware. Subsequent payment will fall due on the first day of each month throughout the Minimum Agreement term.
- 8 The Customer shall pay interest at the rate of 2.5% per month on the daily balance of all overdue money payable hereunder until the date of receipt in full by StarsNet (HK) Limited.
- 9 The Customer shall bear the entire risk of loss or damage or destruction or theft of the hardware or part thereof and in the event thereof the Customer's obligation thereunder shall not be relieved, exempted or discharged notwithstanding the expiry or termination of this Agreement or any other circumstance. From the date of installation of the hardware the Customer will insure and keep insured the hardware against all risks including without limitation loss, theft, or damage and public liability and will produce policies and premium receipts when required by StarsNet (HK) Limited. The Customer unconditionally and irrevocably assigns to and authorizes StarsNet (HK) Limited to appropriate any insurance money received in respect of the hardware. The Customer only takes possession of the hardware under this agreement as a mere bailee and the Customer shall not make any alteration to the hardware, remove, or obliterate the name plate and/or stickers on the hardware.
- 10 The hardware shall at all times remain the property of StarsNet (HK) Limited and the Customer hereby expressly confirms and acknowledges that no option, promise, or representation expressed or implied written or oral has been made by or on behalf of StarsNet (HK) Limited to the Customer that the hardware may be purchased from StarsNet (HK) Limited by the Customer or any nominee of the Customer at any time during the term or upon or after termination of the Agreement. The Customer shall have no right, title, or interest therein except as expressly set forth in this Agreement.
- 11 Upon early termination of this Agreement, the Customer shall pay to StarsNet (HK) Limited the aggregate of the following amounts, the payment of which constitutes an essential condition and fundamental term of this Agreement:
- (a) all costs and expenses thereby incurred by StarsNet (HK) Limited including any costs in relation to the termination of this Agreement and repossession of the hardware;
- (b) the total overdue charges and interest at the time of such payment;
- (c) the total of the Charges Per Billing Period for the remaining balance of the Minimum Agreement Term; and
- (d) all other monies payable by the Customer to StarsNet (HK) Limited under this Agreement.
- In addition, and without prejudice to the above, the Initial Payment (if any) set out in Part III of this Agreement shall be forfeited to StarsNet (HK) Limited absolutely.
- 12 Where there is more than one Customer pursuant to this Agreement, each agrees to be jointly and severally bound by the provisions of this Agreement. Where the Agreement relates to more than one item of hardware it shall be a separate and serviceable contract for each such item of hardware.
- 13 No liability shall attach to StarsNet (HK) Limited either in contract or in tort for loss, injury or damage sustained by reason of any defect in the hardware. The Customer shall at all times indemnify and keep StarsNet (HK) Limited and

- its assignees fully indemnified in the event any such claims has arisen. The Customer undertakes to inform StarsNet (HK) Limited in writing with sufficient details forthwith in the event any loss, injury or damage arises.
- 14 If the Customer intends to upgrade the service plan, a service plan upgrade option is available to give the Customer the choice of upgrading any-time after the initial term.
- 15 If the Customer fails to observe or perform all or every provision of this Agreement, StarsNet (HK) Limited shall have the right to exercise any one or more of the following remedies without having to give any prior notice or demand to the Customer:
- (a) to forfeit the Initial Payment (if any) set out in Part III of this Agreement;
 - (b) to declare a part of or the entire amount of the total monthly charge payable under this Agreement and all other costs and expenses immediately due and payable;
 - (c) to take repossession of the hardware or demand its return to a place appointed by StarsNet (HK) Limited;
 - (d) to terminate this Agreement and to look to the Customer for compensation for all direct and consequential damages including loss of profits.
- Notwithstanding that StarsNet (HK) Limited may have taken all the remedies under the preceding paragraphs 15 (a), (b) and (c), the Customer shall in no way be relieved from all its other liabilities under this Agreement, in particular, the liabilities for damages and indemnity.
- 16 Upon termination of this Agreement, StarsNet (HK) Limited may arrange for the collection of the hardware.
- 17 StarsNet (HK) Limited may at any time suspend service and/or terminate this Agreement and repossess the hardware if the Customer is in breach of any of the terms and conditions laid down in this Agreement.
- 18 Customer is liable to pay additional charges as may be determined by StarsNet (HK) Limited where service or replacement of hardware is made necessary by accident, negligence, wilful act, default, or omission by Customer.
- 19 StarsNet (HK) Limited is not liable for any unexpected cost or any loss of business or profit or any other consequential loss as a result of data loss and data corruption, or data system/network security problem, or workstation and server down, during or after the initial term of the service, including both hardware and software and any third-party devices provided by StarsNet (HK) Limited however so arising including delay in or failure to provide services.
- 20 Should the Customer change the location or the custody/possession of any of the hardware, or use on the hardware any xerographic supplies and/or parts not purchased from or provided by StarsNet (HK) Limited or an authorized StarsNet (HK) Limited party, or, without any prior consent of StarsNet (HK) Limited, use a party not authorized by StarsNet (HK) Limited to conduct service on the hardware, including any upgrades and expansions, StarsNet (HK) Limited reserves the right to terminate this Agreement without notice or to increase the maintenance charges if any additional costs are thereby incurred. The Customer must in any event notify StarsNet (HK) Limited of any of the above-mentioned events.
- 21.1 In consideration of the StarsNet (HK) Limited agreeing to enter into this Agreement, the Guarantor irrevocably and unconditionally guarantees the due and prompt payment, performance and discharge by the Customer of all its obligations and compliance with all provisions hereof including, without prejudice to the generality of the foregoing, all the payments payable by the customer hereunder including but not limited to Initial Payment, Charge Per Billing Period under paragraph 7 and covenants that if the Customer shall default in payment of any sum, the Guarantor shall on demand pay or procure the payment of all sums due and the performance of all obligations in the manner required and further shall pay:
- (a) interest (both before and after judgment) on any amount for the time being unpaid and due to StarsNet (HK) Limited hereunder, from the date of demand on the Guarantor until payment, at the default interest rate set out in paragraph 9 hereof calculated on a day-to-day basis and compounded monthly; and
 - (b) legal and other costs, charges, and expenses (on a solicitor and own client basis) incurred or to be incurred by StarsNet (HK) Limited in enforcing or endeavouring to enforce the provisions hereof.
- 21.2 The Guarantor hereby acknowledges that at the request of StarsNet (HK) Limited, the Guarantor may be required to execute another security document to guarantee the obligations of the Customer as set out in paragraph 21.1.
- 21.3 The Guarantor hereby agrees that its liability under this Agreement shall be primary, and StarsNet (HK) Limited shall not be obliged to take action against the Customer before StarsNet (HK) Limited demands and recovers from the Guarantor the sums due.
- 22 This Agreement shall be construed according to the laws of The Hong Kong Special Administrative Region and the parties hereto submit to the non-exclusive jurisdiction of the courts of The Hong Kong Special Administrative Region.