

# MEMBERSHIP TERMS

## PLEASE READ CAREFULLY

**You must agree to be bound by these terms and conditions (as amended from time to time) before Service Provider processes your application to subscribe to the Services and before Service Provider allows you to Use the Services. If you do not agree to be bound by these terms and conditions you may not use the Services.**

**By signing a hard copy of the Agreement on Provision of Customer Plus and sending it to Service Provider at the address indicated, you agree to be bound by these Membership Terms.**

## 1 APPLICATION

### 1.1 Application For Membership

By completing and submitting an Agreement on Provision of Customer Plus, you apply for subscription to the Services. Upon acceptance of your application to become a subscriber to the Services, you agree to be bound by these Membership Terms, as amended from time to time.

1.2 Service Provider may accept or reject any application with or without any reason or explanation.

## 2 MEMBERSHIP

### 2.1 Membership

While you (the "Member") are a current subscriber to the Services and subject to and conditional upon you at all times complying with these Membership Terms, Service Provider grants to you a non-exclusive, non-assignable, personal right from month to month to Use the Services.

### 2.2 Membership Renewal

Your Membership is automatically renewed monthly unless either party Notifies the other that it is not to be renewed or where your Membership is terminated under clause 13.

### 2.3 Directions on Use of the Services

You agree to comply with all of Service Provider's directions Notified from time to time pertaining to any Use of the Services

### 2.4 Your Equipment

You will be solely responsible for and agree to provide and maintain the telecommunications facilities and services, computer hardware, software and all other equipment and services required from time to time to Use the Services.

## 3 ACCESS LEVELS

### 3.1 Administrator Access

You may nominate any person or persons to operate your Account as an Administrator. An Administrator may have a range of access rights in respect of your Account as your agent.

### 3.2 User Access

You or your Administrator(s) may also nominate any person as a User of your Account who may have a range of access rights in respect of your Account as your agent.

### 3.3 Responsibility for Administrator and User Transactions

You will be solely responsible for all Administrator and User Transactions in respect of your Account.

### 3.4 Undertaking

You undertake to ensure that each of your Administrators and Users strictly comply with the Membership Terms and any other terms that may be prescribed by Service Provider from time to time and you will be liable for any default of your Administrator(s) or Users and will indemnify the Service Provider in respect of any default, loss, damage, costs, expenses, fees, payment, liability or injury whatsoever arising from Transactions in respect of your Account through your Login.

## 4 ACCESS

4.1 You may (and you may authorize Administrators and Users to) Use the Services through a web browser interface to your personal computer or through a Gateway.

## 5 MEMBER'S TRANSACTIONS

5.1 The Member agrees not to contest the validity of a contract formed electronically through the use of the Services on the sole ground that it was effected electronically.

5.2 The Service Provider will take reasonable steps to keep all Transaction Records secure and will take reasonable steps to see that it does not provide copies of such records except to the parties to the Transactions (unless otherwise required to do so by law or court order).

5.3 The Member will be solely responsible for retaining sufficient and adequate copies of Transaction Records for its internal purposes.

5.4 The Member undertakes to ensure that Electronic Messages containing information specified to be confidential by a party to a Transaction ("Trading Partner") or agreed mutually to be confidential between the Member and a Trading Partner, are maintained in confidence and are not disclosed or transmitted to any unauthorized persons nor used for any purposes other than those intended. When authorized, further transmission of such confidential information shall be subject to the same degree of confidentiality.

## 6 INTELLECTUAL PROPERTY

### 6.1 No reproduction or copying

You shall not reproduce, save, or archive any substantial part or parts of the Information without the express prior written consent of Service Provider.

### 6.2 Copy Control

Except for your internal use, you may not distribute, adapt, publish, transmit, broadcast, store in any information retrieval system, or otherwise make available, hire, reproduce in any form, charge any fee for, supply or sell to

# MEMBERSHIP TERMS

any person the whole or any part of the Services (including software or data which has been modified, merged, or included with other software or data) or the Information or its contents or any part of it, whether orally, in writing, electronically or in any other form (including on any network), and whether for commercial, educational or other purposes. Without limitation you may not modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Services or the Information. You may be held legally responsible for any copyright infringement which is caused or encouraged by your failure to abide by the Membership Terms.

## 6.3 Transfer Control

Your Membership and your Login may not be transferred to anyone without the prior written consent of Service Provider. Any authorised transferee of your Membership or Login shall be bound by the Membership Terms. In no event may you transfer, assign, rent, hire, lease, sell, allow or permit others to obtain access to or Use the Services your Login or the information on a temporary or permanent basis except as expressly provided herein.

## 6.4 Ownership

It is an express condition of your Membership that Service Provider retains title and ownership of the Information regardless of the form or media in or on which the original and other copies may exist.

## 6.5 Intellectual Property Rights

You acknowledge and agree that all and any intellectual property rights (including without limitation copyright, trade mark rights, design rights and patent rights and rights to keep information confidential) comprised in the Services, Information, hardware and software (if any) remain the property of Service Provider or its licensors for all purposes.

## 6.6 No Infringements

You must not when Using the Services infringe any third party rights and you are responsible for ensuring that any material provided by you does not violate the copyright, trademarks, trade secrets or any other rights of any third party.

## 7 SERVICES

### 7.1 Role of Service Provider

SERVICE PROVIDER MAKES AVAILABLE TO THE MEMBER OF THE WEBSITE AND THE SERVICES. THE SERVICES ARE PROVIDED ON AN "AS IS BASIS AND SERVICE PROVIDER DOES NOT MAKE ANY REPRESENTATION OR WARRANTY CONCERNING ANY GOODS OR SERVICES, INCLUDING (WITHOUT LIMITATION) ANY REPRESENTATION OR WARRANTY REGARDING THE QUALITY, SAFETY OR LEGALITY OF THE SERVICES, THE TRUTH OR ACCURACY OF ANY OFFERS OR REPRESENTATIONS IN RESPECT OF ANY TRANSACTION OR THE LEGALITY OR ENFORCEABILITY OF ANY TRANSACTION. SERVICE PROVIDER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND AS TO THE LEGAL OR FINANCIAL CAPACITY OF ANY PERSON.

### 7.2 Disputes

In the event of any dispute ("Dispute") regarding any Transaction, the Member releases Service Provider, its holding company, affiliates and subsidiaries, and their respective directors, officers, employees, agents, shareholders, co-branders, partners successors and assigns ("Released Parties") from any action, claim or cause of action or suit, at law or in equity, and from any and all losses, damages, costs or expenses, including without limitation court costs and legal fees, which the Member may have against the Released Parties, or any of them, known or unknown, disclosed or undisclosed, which arise out of or relate in any way to a Dispute.

**7.3 Notification of Services and Services Terms** Without prejudice to the Services, Service Provider may (without limitation) from time to time by Notification specify the services and information to be available through the Services and the Web Site and may expressly prescribe any additional provisions or any changes whatsoever that may apply thereto ("Services Terms").

### 7.4 Suspension of Services

Service Provider may suspend, prohibit or block your Use of the Services:

- (a) while any Fees or other moneys payable by you under these Membership Terms remain due and unpaid;
- (b) during any technical failure, modification or maintenance in relation to the Services provided that Service Provider will use its reasonable endeavours to reinstate the Services as soon as reasonably practicable;
- (c) if in the opinion of Service Provider any security risks in relation to the Services or Service Provider or any of its Members are or become unacceptable;
- (d) while you are in breach of any provisions of these Membership Terms or any other arrangement with Service Provider; or
- (e) if you do, or allow to be done, anything which in Service Provider's opinion may have the effect of jeopardising the operation of the Services.

### 7.5 Availability of Services

Although it is possible to access the Services in any place, Service Provider makes no representation that the services and information available through the Services comply with the laws of any country outside Hong Kong. If you access this site from outside Hong Kong, you do so at your own risk and are responsible for ensuring compliance with all laws in the place where you are located. As the Services relies on factors outside the control of Service Provider, we do not represent, warrant or guarantee that the Services is or will be available at all times or that it will be free of faults or errors.

### 7.6 Changes to Services

Service Provider may make any changes to the Services at any time without prior notice.

### 7.7 Member's Representations and Undertakings

You represent and undertake to Service Provider that:

# MEMBERSHIP TERMS

- (a) you will not and will not allow others to use the Services for any improper, immoral or unlawful purpose or for the purpose of sending any unsolicited advertising material;
- (b) you will not and will not allow others to use the Services in any way which may jeopardise or impair the provision of the Services or any other service by Service Provider or which may interfere with or impact or impair use of, or operation of, or do anything likely to interfere with or impact the use of, or operation of the Services or any telecommunication service or network of a third party;
- (c) you will not and will not allow others to place any information or data on the Web Site that is encrypted, constitutes junk mail or unauthorised advertising or invasion of anyone's privacy; and
- (d) you will not and will not allow others to use the Services to publish, reproduce, transmit or circulate any information or data that is obscene, indecent, seditious, offensive, defamatory, threatening, liable to incite racial hatred, discriminatory, menacing or in breach of confidence.

## 8 FEES & EXPENSES

### 8.1 Services Fee

You must punctually pay the Services Fee in amount(s) and manner and at the times prescribed by the Service Provider.

### 8.2 Expenses

Unless otherwise expressly notified by Service Provider, you are responsible for all fees, charges and costs associated with your Use of the Services including any direct or incidental costs associated in gaining access to the Internet including hardware and software costs, telephone and service provider costs.

### 8.3 Notification of Change Service

Provider reserves the right from time to time to change upon Notification to you the amount, times and manner of payment of any Fees. Such change will be effective and binding on you from the first calendar day of the calendar month following the Notification.

## 9 INFORMATION

### 9.1 Information Available through the Web Site

The Web Site and the linked web sites ("Links") comprises data, advertisements, articles and information received from third parties which may contain inaccuracies, errors and omissions. Information is supplied or made available on the condition that:

- (a) Service Provider is not responsible for: (i) any error in or omission; or (ii) the results of any actions taken or omissions occurring on the basis of the Information;
- (b) Service Provider has neither assessed nor verified the information contained in the Information; and (c) nothing in the Information should be taken as an

express or implied endorsement or verification of the Information.

### 9.2 Links

The Links will give you access to various web sites. The Links are not necessarily under the control of Service Provider and Service Provider is not responsible for the contents of any Link or any linked site contained in a Link. These Links are provided to you only as a convenience, and the inclusion of any link does not imply endorsement by Service Provider.

### 9.3 No Verification

You acknowledge that Service Provider is not obliged to verify any of the information provided by any third party. Without limitation, any information that is branded or co-branded with the name and/or logo of a third party shall be deemed to be supplied by that third party and not by Service Provider in relation to that information.

### 9.4 No Warranty as to Accuracy etc.

SERVICE PROVIDER DOES NOT WARRANT THE ACCURACY, TIMELINESS, RELIABILITY OR COMPLETENESS OF ANY SUCH INFORMATION (AS DEFINED HEREIN BELOW INCLUDING INFORMATION PROVIDED OR OTHERWISE MADE AVAILABLE BY SERVICE PROVIDER) OR ITS SUITABILITY FOR A PARTICULAR PURPOSE OR USE. RELIANCE ON ANY INFORMATION IS AT YOUR OWN RISK.

### 9.5 Delays etc.

You acknowledge that there are inherent hazards in electronic trading and communications and as such there may be delays, omissions or inaccuracies in the Information.

## 10 INDEMNITIES

10.1 You release, discharge and indemnify Service Provider from all loss, costs (including legal costs on a solicitor-own client basis), expenses, damage, claims or liability howsoever arising from:

#### (a) Loss due to Use of the Services

Use of the Services through your Login including in a manner or for a purpose not reasonably contemplated by Service Provider;

#### (b) Loss due to Breach

Use of the Services through your Login in breach of the Membership Terms

#### (c) Loss due to Infringement of Intellectual Property Rights

Use of the Services through your Login or provision of any materials and information that infringes the intellectual property rights of any person;

#### (d) Accessing or Using the Login

Use or misuse of the Services by any person (whether authorised by you or not) through your Login;

#### (e) Decisions Based on the Services

any decision, action or inaction made by you on the basis of Information;

#### (f) Loss due to Reliance on Information supplied by you;

and

# MEMBERSHIP TERMS

(g) **Loss due to Defamatory Material** the publication of any defamatory statement supplied to Service Provider via your Login.

## 10.2 Termination of Membership

Termination of your Membership by either Service Provider or you in no way removes or otherwise affects your indemnities provided to Service Provider hereunder.

## 11 SECURITY AND RESPONSIBILITY FOR LOGIN

### 11.1 Login

The user name, password and login information (collectively called "Login") required for your access to and Use of the Services is the confidential information of Service Provider. You will be solely responsible for maintaining the secrecy and confidentiality of your Login. You agree not to disclose to any other person, corporation, entity or organisation (other than your Administrators and Users) the whole or any part of your Login.

### 11.2 Responsibility for Login

You will be solely responsible and liable for all damage, loss, costs, expenses, fees, contracts, claims, obligations and Transactions whatsoever made through your Login whether authorised by you or not.

### 11.3 Authenticity of Instructions

Service Provider may assume the authenticity and genuineness of any instructions given or Transactions made via your Login as instructions given by you or by your authority.

### 11.4 Unauthorised Use of Login

You must immediately Notify Service Provider of any disclosure or unauthorised use of your Login. You will notify Service Provider of any failure to send or to receive any accurate Electronic Messages to or from Service Provider.

### 11.5 Erasure of Login Information

Service Provider will erase your Login within 7 days of termination of your Membership or after your written request to do so.

### 11.6 Breach of Security

Service Provider is not under any circumstances liable for any loss, damage or liability occasioned by any breach of security including without limitation unauthorised use of your Login or access to or Use of the Services through your Login, and you are aware of and accept all liability and risk associated with electronic trading, including without limitation the possibility that third parties may gain access to your confidential information. You release and indemnify Service Provider from any loss, damage or liability resulting from any breach of security, including without limitation the use or misuse (including fraudulent use) of your Login or your confidential information.

### 11.7 Computer Viruses

You will take all necessary steps to ensure that you do not transmit or receive any computer virus through your Login and you release Service Provider and indemnify Service Provider from any losses, damages or liabilities suffered or incurred though a breach of your obligation to do so.

## 12 DISCLAIMERS AND LIMITATIONS OF LIABILITY

### 12.1 NO EXPRESS WARRANTIES

SERVICE PROVIDER MAKES NO EXPRESS WARRANTIES.

### 12.2 NON-EXCLUDABLE SERVICE

PROVIDER DOES NOT EXCLUDE OR LIMIT THE APPLICATION OF ANY PROVISION OF ANY ORDINANCE WHERE TO DO SO WOULD CONTRAVENE THAT ORDINANCE OR CAUSE ANY PART OF THIS CLAUSE TO BE VOID. IN JURISDICTIONS WHICH DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF LIABILITY, SERVICE PROVIDER'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW IN SUCH JURISDICTIONS.

### 12.3 EXCLUSIONS

SERVICE PROVIDER EXCLUDES:

- (a) ALL CONDITIONS, WARRANTIES AND TERMS IMPLIED BY ORDINANCE, GENERAL LAW, CONVENTION OR CUSTOM, EXCEPT ANY IMPLIED CONDITION OR WARRANTY THE EXCLUSION OF WHICH WOULD CONTRAVENE ANY ORDINANCE OR CAUSE THIS CLAUSE TO BE VOID;
- (b) ALL LIABILITY TO YOU IN CONTRACT FOR CONSEQUENTIAL OR INDIRECT DAMAGES (INCLUDING LOSS OF PROFITS) ARISING OUT OF OR IN CONNECTION WITH YOUR MEMBERSHIP OR LOGIN EVEN IF:
  - (i) SERVICE PROVIDER KNEW THEY WERE POSSIBLE; OR
  - (ii) THEY WERE OTHERWISE FORESEEABLE, INCLUDING WITHOUT LIMITATION, LOST PROFITS AND DAMAGE SUFFERED AS A RESULT OF CLAIMS BY ANY THIRD PERSON; AND
- (c) ALL LIABILITY TO YOU IN NEGLIGENCE FOR ACTS OR OMISSIONS OF SERVICE PROVIDER, ITS EMPLOYEES, AGENTS AND CONTRACTORS ARISING OUT OF OR IN CONNECTION WITH YOUR MEMBERSHIP OR LOGIN.

### 12.4 LIMITATION OF LIABILITY

SERVICE PROVIDER'S TOTAL LIABILITY TO YOU FOR BREACH OF ANY EXPRESS PROVISION OF THESE MEMBERSHIP TERMS OR ANY CONDITION WHICH IS NON-EXCLUDABLE PURSUANT TO CLAUSE 12.2 IS LIMITED TO THE FEES PAID BY YOU TO SERVICE PROVIDER PURSUANT TO THE MEMBERSHIP TERMS FOR A PERIOD OF 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF OCCURRENCE OF THE RELEVANT EVENT. THE SERVICE PROVIDER SHALL NOT BE LIABLE WHETHER IN CONTRACT, TORT OR OTHERWISE, IN RESPECT OF ANY ACTION COMMENCED AFTER 12 MONTHS FOLLOWING THE DATE ON WHICH THE CAUSE OF ACTION ARISES.

## 13 TERMINATION

### 13.1 Termination

Service Provider or you may terminate your Membership at any time and for any reason by giving thirty (30) days' written notice, subject to all outstanding obligations incurred up to the date of termination under your Membership being duly discharged by you.

# MEMBERSHIP TERMS

## 13.2 Service Provider's right to terminate

Without limiting any other rights or remedies Service Provider may have under these Membership Terms or at law, Service Provider may terminate your Membership immediately without notice if:

- (a) any Fee payable by you has remained unpaid for 30 days;
- (b) you breach any provision of the Membership Terms; or
- (c) an act or omission on your part is considered by Service Provider to be injurious or potentially injurious to Service Provider or the Services.

## 13.3 Effect of termination

If your Membership is terminated:

- (a) You must immediately pay to us in full any outstanding amounts payable to Service Provider in respect of your Membership.
- (b) Your access to and use of the Services shall be terminated and we are not obliged to reconnect you to the Services.

13.4 Termination of your Membership shall not of itself affect your rights and obligations pursuant to prior Transactions entered into with other Members.

## 14 GENERAL

### 14.1 Capacity

You warrant that :

- (a) you are not a person with whom Service Provider is not lawfully entitled to deal with, pursuant to any applicable ordinance, law, rule or regulation;
- (b) the execution and delivery of these Membership Terms has been properly authorised by all necessary corporate or other action by you;
- (c) you have lawful authority to carry on your business and to execute the Membership Terms, including authority to use the Services and to perform or cause to be performed your obligations under the Membership Terms.

### 14.2 Notice of Waiver

No right under these Membership Terms shall be deemed to be waived except by notice in writing signed by Service Provider and you. A waiver by Service Provider will not prejudice its rights in respect of any subsequent breach of the Membership by you.

### 14.3 Failure to Enforce

Subject to clause 14.2, any failure by Service Provider to enforce any provision of the Membership Terms, or any forbearance, delay or indulgence granted by Service Provider to you, will not be construed as a waiver of Service Provider's rights or remedies under the Membership Terms.

### 14.4 Incorporation by Reference

The provisions contained in the following documents (some of which may be available through hyperlinks) are incorporated into these Membership Terms by reference, and shall be construed and have the effect as if repeated and set out in full herein:

- (a) the clauses of this document;
- (b) The Services Terms (if any);

### 14.5 Order Of Precedence

The documents comprising the terms and conditions of your Membership shall be read in the order of precedence set out in clause 14.4 (so that these Membership Terms shall take precedence over the provisions of the other documents referred to in clause 14.4). To the extent of any conflict between the provisions forming the terms and conditions of your Membership, the provisions lower in order of precedence shall where possible be read down to resolve such conflict. If the conflict remains incapable of resolution by reading down, the conflicting provisions shall be severed from the terms and conditions of your Membership lower in the order of precedence without otherwise diminishing the enforceability of the remaining provisions.

### 14.6 Other Terms

By agreeing to these Membership Terms, you also agree to comply with the provisions contained in the Disclaimer: <http://customerplus.hit.com.hk> In the event of any conflict between any provisions in the Privacy Policy or Disclaimer and these Membership Terms, the provisions of these Membership Terms shall prevail.

### 14.7 Conflict With Laws or Regulations

To the extent of any conflict between any provision of the terms and conditions of your Membership and any other relevant laws or regulations, where possible the provision will be read down to resolve such conflict. If the conflict remains incapable of resolution by reading down, the conflicting provisions shall be severed from the terms and conditions of your Membership without otherwise diminishing the enforceability of the remaining provisions.

### 14.8 No Lack of Knowledge

You undertake that you will not assert your lack of knowledge or our lack of notification of any changes to the relevant terms and conditions as a defence in the event of a dispute.

### 14.9 Severability

If any provision of these Membership Terms is held invalid, unenforceable or illegal for any reason, these Membership Terms shall remain otherwise in full force apart from such provision which shall be deemed deleted.

### 14.10 Force Majeure

The Service Provider will not be obliged to perform any of its obligations under these Membership Terms where performance of such obligation is prevented due to a Force Majeure Event.

### 14.11 Entire Agreement

The Membership Terms, and any documents expressly incorporated by reference, contain the entire agreement between the parties with respect to the subject matter and supersede all prior agreements, arrangements or understandings between the parties with respect to that subject matter.

### 14.12 Governing Law

You acknowledge these Membership Terms are governed

# MEMBERSHIP TERMS

by the laws of Hong Kong and you hereby "Use" means to use or the use of the Services by the Member, Administrator(s) or Users through the Account, including use of the services, information and functions supplied or made available through the Services. "User" means each individual user authorised by the Member to use the Services through the Account. "Web Site" means Service Provider's web site accessible through the following URL: <http://customerplus.hit.com.hk>

## 14.13 Language

These Membership Terms may be available in English, and one or more other languages. The English version will prevail if there is any inconsistency between it and the other language versions.

## 14.14 Personal Rights

The rights granted to you under your Membership are personal, non-exclusive and non-transferable.

## 14.15 Reservation of Rights

Service Provider reserves all rights not expressly granted to you under your Membership.

## 14.16 Trademarks

The Services and/or other Service Provider products and services referred to herein are either trademarks or registered trademarks of Service Provider.

## 15 NOTICES

### 15.1 Service Provider Address

Notices under these Membership Terms may be delivered by hand, by mail, by facsimile or by e-mail to the addresses specified herein: Hong Kong Technical Consulting Limited Container Port Road South, Kwai Chung, Hong Kong

### 15.2 When Notification Given

Notification will be deemed given:

- (a) in the case of hand delivery, upon written acknowledgment of receipt by an officer or other duly authorised employee, agent or representative of the receiving party;
- (b) in the case of posting, seven days after dispatch;
- (c) in the case of facsimile, upon receipt of transmission if received on a business day or otherwise at the commencement of the first Business Day following transmission; and
- (d) in the case of e-mail, two hours after transmission is sent during normal business hours, and provided no notification that the e-mail has not reached its intended recipient has been received by the sender.

### 15.3 Change of Address

The parties must notify the other of any change in their business and/or postal address, phone and/or facsimile number or e-mail address.

## 16 CHANGE OF TERMS AND CONDITIONS

16.1 Service Provider may from time to time expressly modify, add to or delete the whole or any part or parts of these Membership Terms and the Services (including any Services Terms), and such modification, addition or

deletion shall take effect from the first day of the calendar month following Notification to you of the change. Should you no longer wish to be bound by the amended Membership Terms you should notify us that you do not wish your Membership to be renewed.

16.2 You agree that you are solely responsible for ensuring that you are fully aware of and understand the current Membership Terms, including any additions or amendments applicable to the Services at all times.

## 17 DEFINITIONS

17.1 In the Membership Terms, unless the context indicates a contrary intention:

"Account" means your user account for Use of the Services through the Login.

"Administrator" means the person(s) nominated by the Member to act as its representative and to operate the Account in accordance with the access levels referred to in Clause 3.

"Agreement on Provision of Customer Plus" means the registration form available on the Web Site by which you apply for Membership.

"Business Day" means a day on which trading banks are open for business in Hong Kong.

"Electronic Message" means any message, notice, instruction, demand or other communication made through a telephone, telex, facsimile transmission, electronic data transmission (including without limitation over the Internet or World Wide Web).

"Disclaimer" means the terms and conditions under which you user access the Web Site available through the following link: <http://customerplus.hit.com.hk>

"Fees" means the Fee and all other amounts payable to Service Provider under your Membership or otherwise in respect of any Use of the Services, your Login or any Transactions.

"Force Majeure Event" means a circumstance beyond the reasonable control of the parties which results in a party being unable to observe or perform on time an obligation under the Membership Terms. Such circumstances shall include but shall not be limited to:

- (a) acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires and any natural disaster;
- (b) acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution; and
- (c) strikes.

"Information" means the information made available by the Service Provider or its Licensors through the Services or any Link.

"Link" means a hyperlink or other link through which web sites, services or information may be accessed from the Web Site.

"Login" means your password access to the Services and includes the Member's user identification and password and those of your Administrator(s) and Users.

# MEMBERSHIP TERMS

"**Membership**" means your current subscription to the Services, such that the monthly Services Fees have been paid or expressly waived by Service Provider, and your agreement with Service Provider under these Membership Terms.

"**Member**" or "**you**" means the entity named or described in the Agreement on Provision of Customer Plus whose application for Membership has been approved by Service Provider and by which access to the Services is granted by Service Provider.

"**Membership Terms**" means the provisions, terms and conditions contained herein.

"**Notice**" means notice including by hand, by mail, by facsimile, by any Electronic Message "Notify", "Notifies" and "Notification" have corresponding meanings.

"**Service Provider**" means Hong Kong Technical Consulting Limited.

"**Services**" means a service or services selected by you on the Agreement on Provision of Customer Plus.

"**Services Fee**" means the amount or amounts to be paid to the Service Provider by the Member in respect of the Services.

"**Services Terms**" means any additional provisions in relation to the Services which may be prescribed by Service Provider from time to time.

"**Transaction**" means any instruction, transaction, contract or whatsoever made through the Services, your Account or your Login.

"**Us**", "**we**" and "**our**" means the Service Provider.

"**Use**" means to use or the use of the Services by the Member, Administrator(s) or Users through the Account, including use of the services, information and functions supplied or made available through the Services.

"**User**" means each individual user authorised by the Member to use the Services through the Account.

"**Web Site**" means Service Provider's web site accessible through the following URL:

<http://customerplus.hit.com.hk>

## 17.2 Interpretation

- In these Membership Terms
- (a) headings are for convenience only and do not affect interpretation; and unless the context indicates a contrary intention:
  - (b) a reference to any party includes that party's executors, administrators, successors, substitutes and permitted assigns;
  - (c) a reference to these Membership Terms or to any other deed, agreement or document includes, respectively, these Membership Terms or other such deed, agreement or document as amended, novated, supplemented, varied or replaced from time to time;
  - (d) words importing the singular include the plural (and vice versa) and words denoting a given gender include all other genders; and
  - (e) a reference to a clause is a reference to a clause of the Membership Terms.