

SPECIAL TERMS AND CONDITIONS FOR YouCLink SERVICES

These Special Terms and Conditions ("STC") together with the General Terms and Conditions ("GTC") and the Application shall constitute the whole of the agreement between the Customer and the Company. These STC shall be read in conjunction with the GTC. Where a conflict occurs between these STC and those of the GTC, the STC herein will prevail.

1. PROVISION OF SERVICES

- 1.1 Subject to compliance by the Customer with its obligations under these STC, the Company shall provide the Services to the Customer during the term specified in the order form ("Application") with reasonable care and skills. The Company reserves the right to vary the Services from time to time without notice to the Customer and the updated terms and conditions can be found at <http://youlink.citictel.com>.
- 1.2 The "Services" mean the electronic transmission of information, graphics, sound, voice and any other form of information transfer through the Company. The Services include:
 - (1) Cloud Unified Communications (UC) service which is the provision of a suite of cloud based communication services over IP to which Customer connects via the internet or business IP networking solutions, facilitating internal telecommunications connections.
 - (2) Hosted session initiation protocol (SIP) trunking service. The facility to use the hosed voice-over internet protocol service to make external telecommunications connections to the local public switched telephone network via internet or by means of SIP.
 - (3) On-Site installed private branch exchange (PBX) or telecommunications equipment.
 - (4) YouCLink APP which is the mobile or internet communication software application made available by the Company for download and use with the Services. The YouCLink APP only allows one access to one device at the same time.
- 1.3 The Customer is solely responsible for acquiring, installing, configuring, operating and maintaining all networks, equipment, hardware, software and facilities necessary for the Customer's systems and devices to operate with the Services. The Services may not support or be compatible with all operating systems, browsers or networks, and it is the Customer's responsibility to verify compatibility prior to purchasing the Services. The Customer is solely responsible for providing its own internet and data communication connections and services.
- 1.4 Some of the Services may require the use of the Company's recommended hardware together with software firmware upgrades. Other standard product(s) may be available, however the problem-free operation is not guaranteed by the Company. Furthermore, the Company may, at its discretion, refuse to provide support for non-standard hardware and/or charge a support fees in relation to assisting the Customer with configuration of unsupported features or hardware.

1.5 In the event that the Customer requests an amendment to the system configuration during the system provisioning period, the Company may, at its discretion, reset the provisioning start date, thus delaying the availability of the system.

2. YOUCLINK APP

2.1 The YouCLink mobile applications ("YouCLink App"), include any improvements, modifications, enhancements, fixes, updates, upgrades and future versions thereto and whether made available for free or for a fee, (collectively the "Software") is licensed (not sold) to the Customer by the Company.

2.2 In order to download the Software and/or use the Services and/or YouCLink website, the Customer must first accept both the GTC and STC. The GTC and STC are accepted by the Customer when he/she clicks the box on the YouCLink website to indicate that he/she has read and agrees to the terms of the GTC and STC. The GTC and STC remain effective from the date of acceptance until terminated by the Customer or the Company in accordance with paragraph 5 of the GTC.

2.3 By accepting these STC, the Customer represents and warrants that: (a) he/she is lawfully entitled to use the Software and/or YouCLink website in the country in which he/she is located or resided; or (b) he/she is of legal age to form a binding agreement with the Company.

2.4 License. Subject to Customer's compliance with these STC, the Customer is granted a limited, non-exclusive, non-sublicensable, non-assignable, free of charge license to download and install the Software on a personal computer, mobile phone or other device; and personally use the Software through the Customer's individual Services. The Company reserves all rights not expressly granted to the Customer under these STC.

2.5 Restrictions. The Customer agrees not to:

- a) sub-license, sell, assign, rent, lease, export, import, distribute or transfer or otherwise grant rights to any third party in the Software;
- b) undertake, cause, permit or authorize the modification, creation of derivative works or improvements, translation, reverse engineering, decompiling, disassembling, decryption, emulation, hacking, discovery or attempted discovery of the source code or protocols of the Software or any part or features thereof (except to the extent permitted by law);
- c) remove, obscure or alter any copyright notices or other proprietary notices included in the Software;
- d) use the Software or cause the Software (or any part of it) to be used within or to provide commercial products or services to third parties. The foregoing shall not preclude the Customer from using the Software for the Customer's own business communications, subject to paragraph 2.4 above;
- e) use the Software other than through his/her user account.

3. DIRECTORY NUMBERS

- 3.1 Upon successful installation for immediate use of the Service, the Company may assign a new phone or service number ("Directory Number") and/or personal identification number (PIN) to the Customer, the Customer acknowledges and agrees that:
- a) the Directory Numbers are governed by numbering plans and guidelines issued by the Office of the Communications Authority (OFCA) and the Customer has no title, goodwill or interest in any Directory Number.
 - b) the Company may withdraw or vary the numbers so assigned at any time by giving the Customer reasonable notice. Upon the termination or cancellation of the Service and unless otherwise determined by the Company, the Directory Number assigned to the Customer in connection with the Service shall automatically be relinquished and the Company may reassign such number.
 - c) the Company may impose a subscriber number fee or any other related or similar fees in addition to the charges for the Service.
 - d) the Directory Number(s) will be returned to the Company for new applicants should the Customer failed to pay the Service fee within thirty (30) days after expiry of the Service.
- 3.2 The Customer is responsible for any use of its user IDs, PINs and passwords (if any) needed for the Service properly and must take all necessary steps to make sure that he/she keeps such information confidential and secure, uses them properly and does not make them available to any unauthorised persons. Customer shall notify the Company immediately if he/she discovers any unauthorised use of its user IDs, PINs and passwords.
- 3.3 If the Customer opts for the Porting of his/her existing Directory Number for use with the Service, he/she agrees to authorise the Company to process the application for such Porting. However, the Customer agrees that the Company has no responsibility to pay the Customer or any other persons any compensation arising from such Porting. For the purpose of these STC, "Porting" means the process which enables the Customer to retain its existing Directory Number when changing its subscription for the Service from another telecommunications operator to the Company.
- 3.4 The Customer acknowledges and agrees that there may be some restrictions and limitations to geographic number portability and the Company will not be liable to the Customer for any delay or failure of Porting.

4. CONDITION PRECEDENT

By purchasing the Company's Services, the Customer confirms that he/she understands:

- (1) the Service(s) may sometimes be unavailable as a result of reason which the Company have no control.
- (2) the Service(s) is/are subject to different regulatory treatment if applicable.

5. RESPONSIBILITIES OF THE COMPANY

- 5.1 The Company will provide the Services to the Customer subject to these STC, GTC and any Application(s).

- 5.2 The Company uses reasonable endeavours to ensure that the Services are available 7 x 24 hours, and when possible, attempts to schedule routine preventative maintenance during off-peak hours. The Customer's access to and use of the Services may be unavailable for the duration of any unanticipated or unscheduled downtime or unavailability of any portion or all of the Services for any reason, including as a result of power outages, system failures, problems inherent in the use of the internet and electronic communications, failures of the Company's or its service providers (including telecommunications, hosting and power providers) or other interruptions.
- 5.3 The Company is entitled, without any liability to Customer, to suspend or limit access to the Services at any time: (i) for scheduled downtime to permit the Company to conduct maintenance or make modifications to the Services; or (ii) in the event of a denial of service attack or other attack on the Services or other event that the Company determines, in the Company's discretion, may create a risk to the Services, to the Company or to any of the Company's other customers if the Services was not suspended. The Company will take reasonable steps to minimize such disruption where it is within the reasonable control of the Company.
- 5.4 The Company will not be liable for any delay or failure to provide the Service or any interruption or degradation of voice quality that is caused by any of the following:
- a) Third party omission: an act or omission of an underlying mobile operator, broadband provider, Wi-Fi service provider or other third party;
 - b) Equipment failure: equipment, network, or facility failure caused by any third party;
 - c) Equipment relocation: equipment or facility relocation;
 - d) Equipment shortage: equipment, network, or facility shortage caused by any third party;
 - e) Force majeure: events including, but not limited to, acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism, and government actions;
 - f) Loss of power: service, equipment, network, or facility failure caused by the loss of power to the Customer, or to the Company;
 - g) Outages: outage of, or blocking of ports by, the Customer's ISP or broadband service provider or other impediment to usage of service caused by any third party;
 - h) Acts or Omissions: any act or omission by the Customer or any person using the Company's service or the device provided to the Customer;

6. USE OF THE SERVICES

- 6.1 The Customer shall co-operate in full with the Company in drawing up a fully completed Application, including specifying in full the requirements in respect of the relevant Services.
- 6.2 The Customer shall ensure that all information provided by itself is materially accurate and update the Company promptly in the event that any such information changes. The Customer acknowledges that the Company may not be able to convey calls where accurate information is not provided.

- 6.3 The Customer's use of the Services will require designated login name and the assignment of passwords. When the Customer completes the registration process for the Services, the Customer will be assigned login name and passwords. The Customer is solely responsible for selection of its authorized users, and the control of its login name, passwords or other access controls, security levels or restrictions. The Customer shall be responsible for all access or use of the Services by Customer, its authorized users and any person or entity using the Services under the Customer's account, login name, passwords or authorization provided by or obtained from the Customer, whether or not such access or use has been authorized and whether or not such person or entity is an employee or agent of the Customer. The Customer must immediately notify the Company if he/she suspects any breach of security such as loss, or unauthorized disclosure or use of his/her password and account.
- 6.4 The Services include functionality that enables the Customer to transmit, exchange, share and use, whether in any type of media, any information, records, images, video and similar materials (collectively "Content"). The Customer represents and warrants that the Customer is the owner of or has all necessary rights in and to all Content transmitted, submitted or processed to or using the Services, and that the transmission, submission, hosting, processing or use of the Content in connection with the provision of Services to the Customer will not violate any copyright, trademark, trade name, service mark, trade secret, patent, moral, database, privacy, publicity or other intellectual property and proprietary rights of third parties. The Customer hereby grants to the Company and its agents an irrevocable, non-exclusive, transferable, worldwide, royalty-free, fully-paid right and license to host, cache, store, copy, access, display, process, transmit and otherwise use the Content solely in connection the provision of Services to the Customer.
- 6.5 The Customer agrees and covenants that the Customer and its authorized users will not use the Services for any unlawful purpose. Without limiting the foregoing, the Customer agrees that its authorized users will not use or permit the Service to be used:
- (i) to disseminate any content or material that is harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, libelous, or otherwise objectionable under applicable laws or community standards;
 - (ii) to disseminate any software viruses or any other computer code, files or programs that may harm, interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
 - (iii) to facilitate unsolicited or unauthorized advertising, promotional, junk call or any other form of duplicative or unsolicited calls, whether commercial or otherwise;
 - (iv) to collect, intercept or harvest login names, to collect, intercept any personal data about other users of the Services, or to solicit or attempt to discover a user's password, login name or other registration information;
 - (v) to use the Services in a manner that enables the Customer and its authorized users or any third party to avoid any obligation to pay for the Services, or to otherwise disrupt or place an undue burden or demand on the Services or the servers or networks involved with the operation thereof;

- (vi) to gain unauthorized access to the Services or to access (or attempt to access) another user's account(s), computer system(s) or network(s) connected thereto, through password mining or any other means; or
- (vii) to cause or intend to cause embarrassment or distress to, or to threaten, harass or invade the national or foreign law, ordinance, rule or regulation.

The Customer shall be solely responsible for any damage to any party resulting from any aforesaid misuse of Services by the Customer and/or its authorized users.

- 6.6 The Customer understands and agrees that the transmission of any Content through the Services is done at the Customer's own discretion and risk and that the Customer will be solely responsible for any loss, interception or damage to the Customer's Content or any damage to the Customer's system or loss of data that may result in submission of such materials or use of the Services.
- 6.7 The Customer agrees that the Company shall not be liable for any interruption, outage, unavailability or suspension of the Services.
- 6.8 The Service utilizes the public internet and third party networks, and the Customer acknowledges that no provider can absolutely prevent intrusions or interception of data, or guaranty security of information transmitted or accessed over the internet, or maintained on remote servers. The Customer is solely responsible for the security of its own networks and devices, including but not limited to selection and maintenance of any anti-virus, security or fraud prevention technology and such configurations the Customer may deem necessary.
- 6.9 The Customer acknowledges that there are risks inherent in internet connectivity that could result in the loss of Customer's privacy and property.

7. PAYMENT FOR THE SERVICES

- 7.1 For postpaid Customer, payment for Charges is due on the date specified in the invoice issued through any medium by the Company. All payments must be settled in Hong Kong dollars and by a method as described in the invoice.
- 7.2 For prepaid Customer, payment for the Service can be settled by using YouCLink Credit, which can be purchased on YouCLink website through any payment method made available to the Customer by the Company from time to time. The YouCLink Credit that the Customer has purchased will be credited to its User Account at the time of purchase.
- 7.3 Enquiries or disputes concerning any invoice must be made to the Company on or before the payment due date stated in the invoice, however nothing in this clause relieves the Customer from paying the invoice on or before the payment due date. If any Charge is not queried before the due date, then the invoice is deemed correct and accepted by the Customer.

- 7.4 If the Customer fails to pay the Charges by the due date, the Company will be entitled to charge overdue amount to the Customer's credit account registered or otherwise with the Company or charge interest on all sums outstanding at the rate of 2% per month on a daily basis from the date the payment was due to the date full payment is received by the Company and charge the Customer a collection agent fee and handling fee as the Company thinks fit.
- 7.5 Where the Customer has more than one account with the Company, the Company may transfer any credit balance under any of the accounts to settle the outstanding Charges under any other account.
- 7.6 The Customer shall be liable for all Charges irrespective of whether the Services to which such Charges relate have been used by the Customer or by any other third party with or without the Customer's authority knowledge or consent. Unless otherwise expressly agreed by the Company in writing, all prepaid and postpaid Charges are non-refundable and non-transferrable.
- 7.7 Unless otherwise expressly provided, no unused Services (if any) may be carried forward to the following month and that no credit or refund shall be available in respect of any time when all or part of the Services are inoperable, limited, suspended, or otherwise unavailable to the Customer.
- 7.8 The Company may apply a credit limit from time to time for Charges incurred by the Customer and may suspend access to the Services, in whole or in part, if the limit is exceeded.
- 7.9 The Company may vary the Charges and introduce new Charges from time to time upon prior notice (if applicable).
- 7.10 If the Customer believes that the Company has charged the Customer incorrectly and/or the service failure where the fault is not caused by the Customer, the prepaid service fee shall be refundable, the Customer must contact the Company's Customer Service by e-mail (youlinkcs@citictel.com) within thirty (30) days of such charge/service failure. No refund shall otherwise be given.
- 7.11 The Company reserves the right to impose handling fee (including but not limited to the fee charged by the payment gateways) for the refunds, save and except for the refunds of overcharged payment pursuant to paragraph 7.10 above.
- 7.12 Promotional Offers. The Company may offer Services for free for a trial period from time to time. The Company reserves the right to charge the Customer for such Services (at the normal rate) in the event that the Company determines (in its reasonable discretion) that the Customer is abusing the terms of the offer.

8. EQUIPMENT MAINTENANCE AND WARRANTY

- 8.1 The Customer is responsible for the Equipment while it is in the Customer's custody or control.

8.2 The standard warranty for the Equipment (if any) is twelve (12) months from the date of purchase. The Company will at its discretion repair or replace the Equipment. If the defective Equipment is not covered by the terms of the warranty, or is out of warranty, then the Customer is responsible for the cost of repair by the Company.

8.3 The warranties do not apply if the Equipment:

- (a) has been altered without the Company's prior written consent;
- (b) has been installed, operated, repaired, or maintained in accordance with the instructions supplied by the Company;
- (c) has been subjected to unreasonable physical or electrical stress, misuse, negligence, accident, or damage caused by an act of God.

8.4 A defective Equipment can only be returned to the designated service centre for any repair or replacement. No on-site installation or maintenance service will be provided by the Company.

9. TERM

The Customer is entitled to use the Service only for the limited period of time indicated in the Application ("Term"). Upon expiration of the Term, the term for the provision of Service will be automatically renewed on a monthly basis unless terminated by either party upon giving the other party no less than one (1) month's prior written notice.

10. PROPRIETARY RIGHTS

10.1 The Software and YouCLink website contain proprietary and confidential information that is protected by intellectual property laws and treaties.

10.2 The Company and/or its licensors retain exclusive ownership of the Software and YouCLink website and all intellectual property therein (whether or not registered and anywhere in the world). The Customer will not take any action to jeopardize, limit or interfere with the Company's intellectual property rights in the Software, products and/or YouCLink website.