

Connect Advance Mobility Sales Agreement

Last updated: 12 of May, 2020

It is hereby agreed by and between the Customer and Connect APAC Company Limited ("the Company") for Internet Services ("the Services") as follows:

1. The Services

1.1 The Company agrees to provide the Services to the Customer subject always to the Customer paying the charges as and when they become due and payable in accordance with the terms herein set out and due performance and observance of the other terms herein.

1.2 The Company shall use reasonable efforts to make the Services available to the Customer. The Company may suspend the Services in whole or in part or limit access to the Services at any time without notice but the Company shall use reasonable efforts to minimise such suspension or limitation. The Customer shall still be liable for all charges during the period of suspension or limitation unless otherwise specified by the Company.

1.3 The Company reserves the right, in its absolute discretion to withdraw, expand, reduce and/or modify at any time any or all the Services (being any of the services which may be accessed through the Services).

2. Content

2.1 The Company shall make available data, information, diagram, symbol or other material in whatever languages including without limitation all textual, audio, video, still and moving /images, graphical, musical or other content or information or goods or services supplied by third parties other than the Company that can be accessed by or through using the Services (collectively the "Content").

2.2 The Company reserves the right in its absolute discretion to prevent the Customer from accessing any of the Content from time to time.

3. Software

3.1 The Company hereby grant to the Customer a non-exclusive and non-transferable licence to store, run and use the Software (i.e. software which is supplied to the Customer to access the Services) on the Customer's equipment in accordance with the terms and conditions of this

Agreement and the software licence which accompanies the Software but not further or otherwise.

3.2 The Customer shall not, nor allow others to copy, sub-licence, distribute, sell, transfer, exploit, alter, modify, adapt or translate the Software nor decompile, disassemble or reverse engineer the same nor attempt to do such thing.

4. Customer's Obligations

4.1 The Customer undertakes: (i) to use the Services in accordance with such conditions as may be notified in writing to the Customer by the Company from time to time and in accordance with all laws, rules and regulations of the Telecommunications Authority, the relevant government department or other competent authorities; (ii) that each Subsidiary Account User complies with these terms and conditions; (iii) not to use or allow others to use the Services for any purpose which the Company considers improper, immoral, defamatory, fraudulent or otherwise unlawful; (iv) not to use or allow others to use the Services to publish, distribute, transmit or circulate any unsolicited advertising or promotion information or any content that is obscene, indecent, seditious, offensive, defamatory, threatening, liable to incite hatred, discriminating, menacing or for mail-spamming and/or bulk transmission of messages to Internet users, service providers or newsgroup; (v) not to use or allow others to use the Services in any way which may breach any confidence, copyright or other intellectual property or similar rights of the Company or any third parties, nor copy, distribute or disseminate or otherwise exploit any Content or use any Content other than for personal use, except to the extent otherwise expressly authorised; (vi) not, nor allow others to, act in such a way that may jeopardize or impair the provision of the Services in Hong Kong or any parts of the world; (vii) not use, nor allow others to use the Services for voice transmission purposes without the prior written consent of the Company; (viii) not hack, break into, access, use or attempt to hack, break into, access or use any part of the Services, any Content, or any areas on the Services server for which the Company has not authorised access to the Customer; (ix) not resell the Services to any person by whatever means.

5. Charges and Payment

5.1 In consideration of the provision of the Services, the Customer shall pay the following charges to the Company: (i) a once off Registration Fee, payable in advance (if applicable); (ii) monthly Service Charge, payable monthly in advance, (iii) Usage Charges, payable in arrears in respect of usage of the Services by the Customer, any Subsidiary Account User or other person accessing the Services through any of the User ID(s) and Password for that month.

5.2 Unless otherwise specified, the full amount of the invoice are due for payment on the date as specified in the invoice.

5.3 The Company reserves the right to increase the monthly Service Charge, the rate of the Usage Charge at any time and the Customer shall pay on demand such increase in the monthly Service Charge or Usage Charges.

5.4 In the event of any disputes between the Company and the Customer relating to any charges invoiced by the Company, the books and records of the Company shall be conclusive evidence of all such charges incurred by the Customer.

5.5 The Customer shall raise any dispute regarding any amount shown on any invoice within ten (10) days from the date of such invoice; failing which the Customer shall be deemed to have waived all his right against the Company.

5.6 All sums payable to the Company hereunder shall be in full without any deductions or set-offs. All sums shall be paid in US Dollars / Local Currency and in such manner as the Company may from time to time specify.

5.7 Payments made by post shall be at the Customer's risk and a payment shall not be deemed to have been paid until the payment is received by the Company.

5.8 Time of payment is of essence. The Company shall be entitled to charge interest at the rate of two percent (2%) per month on any overdue amount from the due date until the date on which payment in full is received by the Company. Such interest shall accrue from day to day.

5.9 Any unused access time as specified in the service plan selected by the Customer will not be carried forward to the following month and the Company will not give any credit or refund in respect of any failure, suspension or interruption of all or part of the Services for any reasons whatsoever.

5.10 The Company may apply a credit limit for the Usage Charge incurred by the Customer and/or the Subsidiary Account User and may suspend access to the Services, in whole or in part, if such limit is exceeded.

6. Termination

6.1 Either party shall have the right to terminate this Agreement by giving to the other party not less than thirty (30) days notice in writing to that effect. Or based on the termination policy which is provided by the payment service provider.

6.2 The Company shall have the right to terminate this Agreement forthwith at any time without notice in any one or more of the following events: (i) if any charges or sums payable by the Customer under this Agreement remain unpaid after becoming due; or (ii) if the Customer

commits a breach of any of the terms and conditions contained herein; or (iii) if the Customer is subject to the law as to insolvency and/or bankruptcy or makes any arrangement or composition with its creditors or has a Receiver appointed or enters into liquidation; or (iv) if the Customer fails to pay the deposit specified in Clause 5; or (v) if the Customer furnishes information to the Company which he knows to be false or misleading.

6.3 The termination of this Agreement shall be without prejudice to any rights and/or claims that the Company may have against the Customer prior to the date of termination and shall not relieve the Customer from fulfilling his obligations including payment of all outstanding charges prior to the date of termination. Any amount accrued and unpaid shall be due and payable forthwith upon termination.

6.4 In the case of termination pursuant to Clause 6.1 by the Customer, the Customer shall continue to be liable for all charges payable hereunder until notice of termination is actually received by the Company and becomes effective.

7. Use of Customer Information

7.1 The Company is hereby authorized, in relation to any information it has relating to the Customer or the authorized user under the Customer's account, to use and/or disclose such information for the purpose of the Company performing its obligation or enforcing its rights under this Agreement or any other purpose reasonably incidental thereto or in contemplation thereof.

7.2 Where any personal data other than personal data of the Customer is disclosed to the Company in the performance of its obligations under this Agreement, the Customer undertakes and agrees that he has processed all third party consents necessary from time to time for the Company to use or disclose such personal data for the purposes specified in Clause 7.2.

8. Privacy Policy

8.1 Your privacy is important to the Company. The Company has developed a Privacy Policy that covers how it collects, uses, discloses, transfers and stores your information. Please visit www.connectapac.com for full details of the Company's Privacy Policy.

8.2 The Company will do its best to keep your privacy safe, but do not guarantee that the Service will be safe or secure. You should protect your own personal information at your own risk.

9. Limitation of Liability

9.1 To the extent permitted by law, the Company disclaims any warranty or responsibility, whether express or implied: (i) as to the title, fitness for a particular purpose, merchantability, accuracy, standard of quality or performance of the Services or the Software; (ii) that the Services and/or the Software will be uninterrupted, error free or free of any contaminating or destructive properties; (iii) as to any results obtained from using the Services.

9.2 The Company shall under no circumstances be liable whether in contract, tort, statute or otherwise (including without limitation for negligence, breach of contract, defamation, or intellectual property right infringement) for any special, direct, indirect or consequential loss or damage (including without limitation, loss of revenue or projects, loss of data or goodwill, or the loss of use of any equipment or software) which is suffered, sustained or incurred by the Customer, the Subsidiary Account User or any person arising (directly or indirectly) from or out of or relating to the Services or this Agreement.

9.3 The Company shall not be party to any transaction made between the Customer and/or the Subsidiary Account User and any third party through use of the Services.

9.4 The Company disclaims any responsibility to control the Content, whether or not the Content is stored by the Company. All information provided through the Services (including without limitation the Content) is for reference purposes only. The Company and all third party Content providers make no warranties of any kind in relation to the information and accept no responsibilities for the accuracy or completeness or timelessness of such information provided through the Services (including without limitation any Content) and do not accept any liability for any cost, expense, loss or damage whatsoever arising from any inaccuracies or omissions. Further, the Company disclaims liability for any error, omission or misstatement in or arising from the Content. The Company does not endorse or recommend any person, names, product or service referred to in the Content. The Company accepts no responsibility and makes no representation or warranty that the Content will not be objectionable or offensive to the Customer or any other person.

9.5 The Company does not warrant the confidentiality or security of data whether personal or otherwise transmitted through the Services (although the Company will take reasonable steps to maintain confidentiality).

9.6 The Company's total liability under this Agreement shall in any event not exceed the total monthly Service Charges paid by the Customer for the immediately preceding twelve (12) months prior to any incident giving rise to a claim.

10. Assignment

10.1 No rights or liabilities under this Agreement may be assigned, transferred, conveyed or otherwise disposed by the Customer to any party without prior written consent of the Company.

11. Governing Law

11.1 This Agreement shall be construed in accordance with the laws of Hong Kong Special Administrative Region and the parties shall submit to the exclusive jurisdiction of the courts of Hong Kong Special Administrative Region in the event of dispute.

12. Force Majeure

12.1 The Company shall not be under any liability for any loss or damage resulting from delay or failure to perform this Agreement either in whole or in part where such delay or failure shall be due to causes beyond its reasonable control, or which is not occasioned by its fault or negligence, including, but not limited to, war, the threat of imminent war, riots or other acts of civil disobedience, insurrection, acts of God, restraints imposed by governments or any other supranational legal authority or any other industrial or trade disputes, fires, explosions, storms, floods, lightening, earthquakes and other natural calamities.

13. Entire Agreement

13.1 This Agreement embodies the entire undertaking between the parties and there are no promises, terms, conditions or obligations, oral or written expressed or implied other than those contained herein.

14. Variation

14.1 The Company reserves the right at any time to vary, modify, delete any or all of the terms and conditions contained herein or add new terms to this Agreement by giving notice to the Customer to that effect.

15. Severability

15.1 If any provisions of this Agreement shall be construed to be illegal or invalid, they shall not effect the legality, validity and enforceability of the other provisions of this Agreement. The illegal or invalid provisions shall be deleted from this Agreement and no longer incorporated herein but all other provisions of this Agreement shall continue.

16. Interpretation

24.1 References to the plural shall include the singular and vice versa, words importing a gender shall include every gender; references herein to any person shall include references to individual, firm, body corporate or unincorporate.