

Terms And Conditions of Service Subscription

1. Under this Agreement, the following terms shall have the following meanings: "Services" means those services which the Subscribers may access by or through The Green Cloud Services Limited "subscriber" means the person named as such on the front of the quotation and where relevant includes all Designated Users. "Green Cloud Services" means The Green Cloud Services Limited and all other entities involved in the provision of the Services. "Third Party" means Content information, software and other contents that can be accessed through or by virtue of the Services.
2. The Subscriber agrees to pay Green Cloud Services any initial fee, and all other charges as may from time to time be notified to Subscriber by Green Cloud Services in accordance with this Agreement. The Subscriber acknowledge that no unused free hours of access time may be carried forward to the following month and that no credit or refund is available in respect of any time when Green Cloud Services is down or suspended. The Subscriber must pay all applicable taxes tariff relating to the use of the Services by the Subscriber. Subscriber shall be responsible and liable for and shall identify Green Cloud Services in respect of liability for any and all use of the Services accessed through the Subscribers account(s) or its password(s) or otherwise by virtue of the provision of the Services to the Subscriber. The Subscriber expressly agrees to accept Green Cloud Services computer records as the official record for calculating and charging the relevant fees & charges.
3. The Subscriber shall assume sole responsibility for use of any passwords or security words. In the event of theft or loss of a password, security word or user ID, the Subscriber must notify Green Cloud Services immediately by telephone and concurrently provide written notice. The Subscriber shall remain liable for use of the Green Cloud Services by any third party until such theft or loss is notified to Green Cloud Services. For avoidance of doubt, 24 hours notification will constitute the required notice for the above purpose.
4. Unless otherwise agreed, a Subscribers right to use the Services or that of Subscribers designated users, is not transferable and is subject to any limits or restrictions established by Green Cloud Services.
5. Green Cloud Services exercises no control whatsoever over the content of the information passing through the Services. Green Cloud Services makes no warranties of any kind, whether expressed or implied, for the service it is providing and disclaim any, responsibility for the accuracy or quality of information obtained through its Services. Green Cloud Services also disclaims any warranty of merchantability or fitness for a particular purpose, and any obligation to maintain the confidentiality of information, although Green Cloud Services current practice is to utilize reasonable efforts to maintain such confidentiality. Green Cloud Services will not be responsible for any damage Subscriber suffered from use of the Services. This includes loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions caused by its own negligence or Subscriber errors or omissions, or due to inadvertent release or disclosure of information sent by you. No credit or refund will be made in respect of 'downtime' of the Services.
6. Green Cloud Services reserves the right to amend any particular program, information or facility which it provides or may provide through the Services. Subscriber agrees to abide by all applicable laws (whether Hong Kong or the laws of any relevant jurisdiction) relating to the use of the Services and any Third Party Content. The Subscriber shall not reproduce, distribute, publish, copy, download, transmit or otherwise exploit any Content which is protected by copyright or other intellectual property or similar right unless Subscriber owns or controls the relevant rights thereto or has obtained all the requisite licenses and approvals therefor. The Subscribers shall not use Green Cloud Services to publish, reproduce, copy, distribute, transmit or circulate any content that is obscene, indecent, seditious, offensive, defamatory, threatening, liable to incite racial hatred, discriminatory, menacing or in breach of confidence. Subscriber

is responsible to use the internet resources wisely. Green Cloud Services reserves the right to determine if the Subscriber is wasting the resource. Persistent violation will be grounds for termination of this Agreement. The Subscriber shall indemnify Green Cloud Services any damages caused by his unlawful acts or negligence. Green Cloud Services reserves the right to terminate the Services at any time without prior notice.

7. By advanced notice sent by E-mail, Green Cloud Services may modify and amend this Agreement, services offered, operating procedures or any of its services fee, late charges and prices and may discontinue or revise any or all other aspects of the Services and payment terms at its sole discretion. The Subscriber may, by serving one month notice in writing to Green Cloud Services, terminate this Agreement. Continued use of the Services following such modifications constitutes acceptance of these Terms and Conditions, as modified. Any prepaid subscription and service fees received by Green Cloud Services are not refundable or transferable.
8. Green Cloud Services will invoice the Subscriber on a periodically basis. Payment is due for the full invoiced amount. If the Subscriber does not pay by the due date, or period as stated in invoice from time to time, or the Autopay facilities failed to have enough funds for deduction, Green Cloud Services reserve the right to charge interest on any outstanding amount at 1% per month until the invoice has been paid in full and to charge a handling fee, collection agency fee, reconnection fee and/or require a security deposit if your access to Green Cloud Services is suspended or terminate before payment is made.
9. If the Subscriber is in breach of any of the terms of this Agreement, including late payment of any invoices, the Green Cloud Services may, at its sole discretion either suspend the Subscriber access to and use of the Services until such breach is remedied terminate this Agreement and the Subscriber access to and use of the Services. reinstatement will require full payment of outstanding balance, plus all applicable charges.
10. Should Green Cloud Services suspend or terminate the Services pursuant to Clause 9 the Subscriber has no right to any data stored and Green Cloud Services will be under no obligation to make such data or any copies of it available to Subscriber in any form whatsoever. Should this Agreement terminate for any reason whatsoever Subscriber data stored on Green Cloud Services facilities will be explicitly erased without prior notice.
11. Neither the course of conduct between the parties nor trade practice will modify, the provisions of the Agreement. If any provision of this Agreement is determined to be invalid, the other provision shall remain in full force and effect. The provisions of all obligations of and all restrictions on the Subscriber will survive the termination of this Agreement.
12. The Company shall not be liable to the Subscriber for any loss or damage resulting directly or however indirectly from the operation of the Service by the Company being prevented, hindered, delayed, interrupted or rendered uneconomical or failing by reason of circumstances or 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, trade, dispute or labour disturbance, accident, breakdown of plant or machinery, fires, explosions, storms, floods, lightning, earthquakes and other natural calamities or any other circumstances whatsoever affecting the said operation of Services.
13. The Company shall under no circumstances be liable for any loss (whether direct or indirect) of revenue, loss of profits or any consequential loss whatsoever as a result of the Subscriber using the Services or for whatever reason under this Agreement.
14. This Agreement shall be construed in accordance with and governed by the laws of Hong Kong.