

TERMS AND CONDITIONS – Business Office

The Terms and Conditions is made between:

SBC : SBC International and its Related Companies/We/Us (Hereinafter called “SBC”)
&
CLIENT : Client/Who have requested SBC to provide services/You/Your (Hereinafter called “the Client”)

THE CLIENT UNDERSTANDS THE SCOPE OF SERVICES PROVIDED BY SBC AND IT IS HEREBY AGREED AS FOLLOWS:

These Terms and Conditions explain the respective rights and obligations of SBC and the CLIENT in connection with the use of the service, by requesting for or using or attempting to use the service, the Client is bound by below Terms and Conditions. CLIENT acknowledged and agreed that the instruction of the following services shall be informed to SBC at least 1 working day in advance in order to provide sufficient time to process the necessary formalities.

R(1) Scope of Service:

1.1 Mail Handling and Forwarding:

- 1.11 SBC reserves the right to refuse the collection of any dangerous or prohibited items.
- 1.12 Any mail received by SBC will be dispatched to the designated office within the same day.
- 1.13 Any mail received, the Client may instruct SBC, with a written authorization, to open, to scan, to email and/or fax to a designated address and/or number.
- 1.14 All mails redirecting service shall be charged with the actual postage and 5% handling fee in addition to the service cost. All charges incurred by the Client shall be debited to Sundry Expenses Account.
- 1.15 If the charges incurred exceed the deposit amount, SBC reserves the right to terminate all Mail Handling and Forwarding services until all accrued charges are paid.

1.2 Parcel Handling:

- 1.21 SBC reserves the right to refuse the collection of any dangerous, restricted or prohibited items.
- 1.22 Any parcel received by SBC will be dispatched to the designated office within the same day.
- 1.23 SBC shall not open any parcels on behalf of the Client, in full respect of their rights and privacy.
- 1.24 SBC shall pay the courier charge on behalf of the Client and charged with the 5% handling fee in addition to the service cost. All charges incurred by the Client shall be debited to Sundry Expenses Account.
- 1.25 If the charges incurred exceed the deposit amount, SBC reserves the right to terminate all Parcel Handling services until all accrued charges are paid by the Client.
- 1.26 Parcel Redirecting service
 - 1.26.1 Upon the receipt of parcel, Client may instruct SBC, with written authorization, to re-direct parcel to a designated address.

- 1.26.2 The Client shall provide relevant invoice and delivery note before any parcel redirection can be arranged.
 - 1.26.3 The maximum number of parcel redirection for each month is 10 (ten). The cost of all additional charges for parcel redirection shall be borne by the Client.
 - 1.26.4 All parcel redirecting service shall be charged with the actual postage and 5% handling fee in addition to the service cost. All charges incurred by the Client shall be debited to Sundry Expenses Account.
 - 1.26.5 If the charges incurred exceed the deposit amount, SBC reserves the right to terminate all Parcel Redirecting services until all accrued charges are paid by the Client.
- 1.3 Online Fax Service E-fax:
- 1.31 The Client shall securely keep and manage the E-fax account and password and is liable for the account activity once the service start upon the receipt of account information from SBC.
 - 1.32 The Client is allowed to fax a maximum of 1,000 pages per month. The service will be terminated automatically once limit exceeded.
 - 1.33 The Client is prohibited to use this service to transmit any illegal information or “Junk Fax”. If violated the service will be terminated immediately. SBC reserves the right to pursue legal liability and compensation.
 - 1.34 SBC shall not liable to any incompleteness, unavailability, failure, interruption, suspension or delay in E-fax service.
 - 1.35 SBC shall not guarantee for the stability, security and accuracy of E-fax service.
- 1.4 Call answering & Call forwarding service (Applicable for Additional “Business Communication Service”):
- 1.41 The Client can choose either <Cantonese> or <English> as greeting or answering your company incoming call.
 - 1.42 The Client can choose <Phone>, <Email> or <SMS> as the notification method.
 - 1.43 SBC will only keep 48 hours for all types of messages left for you.
 - 1.44 Call answering and forwarding service to a designated phone number will provide within office hours only.

R(2) Conditions of Using:

- 2.1 The Client must not allow others using the room, transfer the using right, and PROHIBIT from occupying any part of the premises except the room.
- 2.2 The Client should properly manage any kind of documentation, valuable, furniture and all belongings with appropriate insurance. SBC is not responsible for any loss, damage or destruction due to any reason.
- 2.3 The Client shall be liable for, compensate for any damage caused by you or your connected party within the premises.
- 2.4 SBC shall not be liable for any compensation or liability in respect to any loss or damage to the Client or its related party due to any failure or decision made under all circumstances and specifically including:
 - 2.41 Failure, suspension or change of any service or facility.
 - 2.42 Failure or suspension of electricity, water, air-conditioning, ventilation, fire alarm and extinguish systems.
 - 2.43 Any damage or loss due to fire, disaster in any form or leakage or anything that associated with water.

- 2.5 SBC reserves the right to request the Client to move out from the said premises without any compensation and argument if the Client do not comply with the followings:
- 2.51 The room of said premises is used only for business purpose and shall not be used for residence.
 - 2.52 Not to keep or use non-office equipment or appliance with high electricity consumption (Including but not limited to refrigerator, cellaret, microwave and large server cabinet etc.)
 - 2.53 Not to keep or use prohibited items.
 - 2.54 Not to perform illegal activity.
 - 2.55 Not to damage or alter the interior layout, facility and decoration or it shall be compensated at cost.
 - 2.56 Not to modify, change or temporarily remove any appliances in the common area of the premises (including but not limited to the electronic door lock or any entry system) and to the Client's room. SBC reserves the right to claim for any inspection fees (at HK\$2,000 per hour) or compensation for the breach of this Clause from the Client.
 - 2.57 Not to exhibit or affix any kind of advertisement, company signage or anything within the area of the premises.
 - 2.58 Not to Smoke at any part of the said premises.
 - 2.59 Not to cause any nuisance or disturbance behavior in any form within the premises.
 - 2.510 Not to take photograph or conduct any kind of video recording within the premises.
 - 2.511 Not to claim, to operate or to provide any business activity that is similar to the business or operation mode of SBC or any activity which may cause damage to the reputation or interest of SBC.
- 2.6 SBC reserves the right to terminate the service under the following circumstances (including but not limited to) without any prior notice and compensation. If:
- 2.61 The Client is suspected to use the service/the room to perform fraudulent, illegal activities or non-business related activities.
 - 2.62 The Client shall not use the service to perform any activities which is detrimental to the interests of SBC.
- 2.7 SBC is liable to compensation or liability if SBC, due to any reason, to terminate the service by giving 30 days advance written notice to the Client during the license period. Remaining service charge and deposit will be refunded to the Client.

R(3) Change of Service Instruction:

- 3.1 The Client should notify SBC in writing of any change of company or personal particulars. Administrative fee apply.
- 3.2 The Client should notify SBC in writing with 1 working day in advance for effecting any change of services instruction.

R(4) Payment of Service Charge:

- 4.1 The Client shall settle the service charge of the Room on the first date of service period in each month.
- 4.2 SBC will charge for an additional 5% of the room fee if the Client has overdue the room fee for 5 days.
- 4.3 The Client is deemed to breach the agreement and giving up the use of the room voluntarily if the Client is failed to pay the room fee for more than 15 days. SBC will prohibit the Client from entering the room or using any service. SBC will withhold, dispose or discard any items within the room. The Client agreed with SBC to forfeit all deposits as compensation.

- 4.4 This agreement shall become invalid automatically if any deposit or service payment is dishonor. SBC will claim for loss and compensation from the Client.

R(5) Renew & Termination of Service:

- 5.1 During the License Agreement period, if the Client, for any reason, move out or terminate the License Agreement prior to the expiry, all service payments or deposits will be forfeited by SBC as compensation.
- 5.2 If the Client intends to renew or terminate the License Agreement upon expiration, the Client should notify SBC in writing at least 30 days prior to the expiration.
- 5.3 The Client should notify SBC, in writing, tending to terminate the License Agreement at least 30 days prior to the expiration. Fail to do so, SBC will forfeit the deposit as compensation. The deposit will be returned to the Client in (10) ten working days after deduction of any outstanding charges without interest.
- 5.4 During the License Agreement period, under no circumstance, no deposit is transferable to set off any services charge.
- 5.5 Upon the expiration of the License Agreement, the Client shall move out of the ROOM and return to SBC in the same condition as the Client takeover then. Any items left behind, SBC reserves the right to remove the items without the involvement of the police force or the judiciary. Any charges incurred upon such removal, shall be borne by the Client.
- 5.6 SBC reserves the right to terminate the related service without any prior notice and compensation if the Client fails to provide valid due diligence documents.
- 5.7 SBC reserves the right to terminate the License Agreement without prior notice or compensation if the nature of the Client's business involves the following:
- 5.7.1 A similar nature of corporate services as SBC, including but not limited to Certified Public Accountant, Accounting, Company Secretarial service, Business Centre, Company formation.
- 5.7.2 Provision of items or mails delivery service, including but not limited to, Gift redemption, document delivery service etc.
- 5.7.3 Service that involves high volume of visitors, including but not limited to, model agency, multilevel marketing, financial institution or debt recovery agent, education or tuition Centre etc.

R(6) Office Hours of Business Centers:

- 6.1 Office hours: Monday to Friday, 9 am to 1 pm and 2 pm to 6 pm, close on Saturdays, Sundays and Hong Kong statutory public holiday. (Lunch break: 1pm to 2pm)
- 6.2 Service will be suspended 3 hours earlier on the day or a day before for all Chinese and Western traditional holidays.
- 6.3 All services provided by SBC possibly to be suspended without any notice in the case of typhoon, rainstorm or bad weather.

R(7) Privacy Policy

- 7.1 By contacting SBC or engaging any of our services, you hereby acknowledge, understand and agree to our Privacy Policy which can be found on our website www.sbcincorp.com.