

2Gbp 光纖寬頻及智能家居服務續約申請表

2Gbps Fibre Broadband & Smart Home Services Renewal Application Form

TH-R002A-0724

客戶個人資料 Customer Personal Information				
姓 Surname:		名 Given name:		<input type="checkbox"/> 先生 Mr. <input type="checkbox"/> 女士 Ms.
香港身份證 / 護照號碼 HKID / Passport No.:			電話 Phone:	
電郵 Email:				
服務地址 Service Address				
單位 Unit:		樓層 Floor:	座 Tower:	THE HENLEY, 7 Muk Tai Street, Kai Tak
服務計劃 Service Plan				
計劃 Plan	月費 Monthly Charge	承諾期 Commitment Period	服務 Services	禮品 Gift
<input type="checkbox"/> A	\$198	24 個月 24 months	<ul style="list-style-type: none"> • 2Gbps 光纖寬頻服務 • 全功能 Wi-Fi 6 • 智能家居服務 • 2Gbps Fibre Broadband • All-in-one Wi-Fi 6 • Smart Home Services 	\$350 超級市場禮券 \$350 Supermarket Voucher
<input type="checkbox"/> B	\$228	12 個月 12 months		\$150 超級市場禮券 \$350 Supermarket Voucher
付款授權 Payment and Authorisation				
信用卡付款授權 Credit card payment authorisation				
請選擇信用卡之類型 Card type: VISA 信用卡 萬事達信用卡 Master Card 美國運通信用卡 American Express 銀聯信用卡 Union Pay				
持卡人姓名 Name of cardholder: _____				
信用卡號碼 Credit card number: _____ - _____ - _____ - _____				
有效日期 (自申請日期起計, 須至少有效 6 個月) Expiration date (more than 6 months after application date): __ __ / __ __ (月月 MM / 年年 YY)				
<p>本人將透過信用卡戶口扣賬支付所有費用及任何保證金, 直至本人通知名氣通停止如此行事。就透過信用卡支付款項而產生的任何爭議, 須於相關賬單日期 15 日內作出通知, 否則, 本人即放棄對名氣通的任何申索。計劃月費將自動從客戶提供的信用卡中扣除。賬單將在成功扣款後的 7 個工作天內, 發送至客戶提供的電子郵箱。首月的服務費用將於客戶簽定服務計劃當日, 透過客戶提供的信用卡扣賬支付。接下來的 11 個月或 23 個月(取決於客戶選擇的服務計劃)的每月服務費用, 將根據每月的結算日透過客戶提供的信用卡進行自動轉賬支付。</p> <p>I will pay the charges and any deposit by credit card. All charges and any deposit payable shall be charged to the above credit card account until I inform TGT not to do so. Any dispute regarding amounts paid through the credit card must be made within 15 days from the date of the relevant bill. If I do not do so, I waive any claim against TGT. The monthly service fees for the plan will be automatically deducted from the credit card provided by the customer. The billing statement will be sent to the email address provided by the customer, within 7 business days after the successful monthly payment has been deducted from the credit card. The first month's service fee will be debited from the credit card provided by the customer on the day the customer signs the service plan. The monthly service fees for the next 11 months or 23 months (depending on the service plan selected by the customer) will be paid by automatic transfer through the credit card provided by the customer based on the monthly billing date.</p>				

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條款及細則 Terms and Conditions
<ol style="list-style-type: none"> 以上服務計劃（簡稱「計劃」）只適用於 THE HENLEY 之客戶。客戶不得將計劃轉讓、分享或轉移至 THE HENLEY 以外的地址使用。 組合中之每項服務均受名氣通電訊固網有限公司（簡稱「名氣通」）之一般條款、家居寬頻服務條款（請瀏覽 https://www.towngastelecom.com/resources/）、以及本表格內之條款及細則所約束。客戶明白及接受名氣通有絕對權隨時更改所有或部分的條款及細則，惟名氣通會盡力於更改生效前 30 天給予客戶合理可行的通知。 如客戶於承諾期（合約期）屆滿前取消服務，需賠償承諾期餘下的計劃月費總和。 承諾期結束後，每月的服務月費為 \$298。 若客戶取消服務，必須提前 30 天以書面形式通知名氣通。 如終止家居寬頻服務，計劃內其他服務將一併終止。 每個服務地址只可享優惠一次。 客戶無權直接出售或經他人轉售此優惠或以任何形式從中獲利，名氣通將會保留追究其法律責任及拒絕新客戶之申請的權利。 此計劃啟動後於服務期內將保持有效，不論其服務地址的業權 / 住戶更改。 所有提供之器材為服務提供的必須品，客戶需妥善保留至計劃完結，如有關器材或其任何部份有所遺失或損壞以至服務未能繼續，名氣通將向客戶收取相關費用以恢復正常服務。 寬頻網絡包括增值服務及支援由第三方服務供應商提供，受相關條款及細則所約束。 對於因服務或收費計劃而產生的任何爭議，名氣通根據其使用記錄以及提供服務的任何第三方的決定為最終決定，並對客戶具有約束力。
<ol style="list-style-type: none"> The above service plans ("Plan(s)") are only applicable to customers with service(s) address at THE HENLEY. Customers are not allowed to transfer, share or move the Plan(s) to a location outside of THE HENLEY. Each service included in the Plan(s) is subject to the General Terms and Conditions, Residential Broadband Service Terms and Conditions of Towngas Telecommunications Fixed Network Limited ("TGT") (please visit https://www.towngastelecom.com/resources/) and these terms and conditions stated in this application form. Customer understands and agrees that TGT has the absolute right to amend all or part of the terms and conditions from time to time, while TGT will endeavour to give 30 days' prior notice to customer before such amendment takes effect. If the customer cancels the service before the end of the commitment period, the customer will still be required to pay the service fees for the remainder of the commitment period as damages. After the commitment period, the monthly service fee shall be \$298. If the customer cancels the service, at least 30 days advance written notice must be given to TGT. If Home Broadband Service is terminated, other service(s) included in the same plan will also be terminated. Each customer may only register for the Plan once in respect of the same residential unit. Customer may not directly or indirectly through a third party sell or in any way benefit from the sale of this offer. TGT reserves the right to take any legal action against those in violation and reject the application of new customer. The service for each service address shall start upon service activation as requested, and remain active for the service period regardless of the actual utilization or change of ownership or occupancy of the household / unit. All equipment provided are items required for service provision. They must be kept in good order until the end date of the Plan(s). In case the service is affected by any loss of or damage to the equipment or any part thereof whereby service could not continue, TGT will charge the customer relevant fees for repairs in order to resume normal service. Broadband network including value added service and support is powered by third party service provider and is subject to related terms and conditions. For any disputes over any usage of the services or charges, the decisions of TGT based upon its usage records and those of any third party in providing the services shall be final and binding on the customer.
2Gbps 光纖寬頻、全功能 Wi-Fi 6 以及智能家居整合服務補充條款及細則 Supplemental Terms and Conditions of 2Gbps Fibre Broadband, All-in-one Wi-Fi 6 and Smart Home Integration Services
<ol style="list-style-type: none"> 2Gbps 光纖寬頻、全功能 Wi-Fi 6 以及智能家居服務需配合客戶單位內預先安裝的插座接駁光纖數據機方可使用。若客戶擅自更改或干擾預先安裝的設備，將會導致有關服務受到影響或中斷。若涉及維修工作，維修費用需由客戶承擔。 2Gbps 乃是由客戶單位之牆身插座至本公司第一台網絡器材之連線的規格。2Gbps 光纖寬頻服務之速度規格，最高總計下載速度為 2Gbps 及上載速度為 1Gbps，而每個網絡端口之最高速度為 1Gbps，但實際可享用之頻寬會受客戶之硬件/軟件、路由器規格、網站負載、連線內容及其他環境因素所影響而低於以上速度。而連線到海外網站之頻寬除受以上之因素影響外，還會受當地網絡之影響，因此將低於本地可得之頻寬。 智能家居服務是指智能家居系統整合服務連免費熱線支援，唯上門檢查或更換硬件則為逐次收費項目。 智能家居服務必需配合由發展商隨單位預先安裝的硬件及按個別單位的智能家居應用情況使用。若客戶擅自更改或干擾預先安裝的設備或設定，將會導致有關服務受到影響或中斷。 在使用光纖寬頻時，需配合由本公司提供的光纖數據機，方能成功接駁網絡。光纖數據機需接駁變壓器/轉接器至外置電源。該變壓器/轉接器只適用於由本公司提供的光纖數據機。請不要使用該變壓器/轉接器於其他電子器材，免生危險。 由於光纖纖維線是由玻璃細線所組成，因而極為鋒利。如發現光纖纖維線外露，應立即與本公司聯絡，本公司會派專員跟進。 如發現光纖纖維線外露及碎裂，在許可的情況下，應避免接觸該光纖纖維線或其碎片，免生危險。

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8. 在棄置光纖纖維碎片時，應先放進印有警告字句的密封容器內，再作處理。不要隨便棄置光纖纖維碎片於沒有警告字句及保護措施的廢物箱內。
 9. 切勿於光纖纖維線附近留下火種或使用發熱之電器用品。
 10. 如光纖纖維線已成功安裝，切勿凝視外露的光纖纖維線或光纖纖維線的接駁位，以免強光對眼睛產生不良影響。
1. In order to use the 2Gbps fibre broadband, all-in-one Wi-Fi 6 and smart home services, fiber optic modems must be connected to pre-installed sockets in the customer's unit. If the customer changes or interferes with the pre-installed equipment without authorization, the relevant services will be affected or interrupted. If maintenance work is involved, the maintenance costs will be borne by the customer.
 2. Specifications of 2Gbps is based on internet connection from the wallplate at customer's premises to the first piece of TGT's network equipment. For 2Gbps Fibre Broadband service, speed specification corresponds to an aggregated maximum download speed of 2Gbps and maximum upload speed of 1Gbps, and the maximum throughput of any network port is 1Gbps. The actual bandwidth that the customer can enjoy may be affected by customer's hardware / software, router specification, site traffic loading, type of content being accessed and other environmental factors; and hence is normally less than the above speed. The bandwidth to overseas sites will also be subject to the conditions of local network there, and therefore the bandwidth might be even less.
 3. Smart home services refer to smart home system integration services with a free hotline support, while on-site inspection or hardware replacement are charged on a pay-per-time basis.
 4. Smart home services must be used with hardware pre-installed by the developer in the unit and based on the smart home services application by individual units. If the customer changes or interferes with the pre-installed equipment or settings without authorization, the relevant services will be affected or interrupted.
 5. When using the broadband service, it is necessary to use the optical network terminal provided by our company for successful connection with the network.
 6. The optical network terminal needs to plug into the voltage transformer / adapter to the external power. This voltage transformer / adapter is only suitable for the optical network terminal offered by our company. Please do not use this voltage transformer / adapter with other electrical appliances for safety reasons.
 7. The optical fibre is extremely sharp as it consists of fine glass line. Should you find the optical fibre line exposed to air, please contact us immediately. We will send technical specialist to follow up.
 8. If you find the optical fibre exposed and cracked, please stay away from the optical fibre or its chip to avoid danger.
 9. When disposing of the cracked optical fibre and its chip, you should put them into a sealed container marked with warning message before further handling. Never throw away the optical fibre and its chips in the rubbish bin which does not carry any warning messages and protective measure.
 10. Do not smoke or leave tinder or overheated electrical appliance near the optical fibre.
 11. Upon successful installation of the optical fibre, please do not look at the exposed optical fibre or the connection point of optical fibre as its strong light may be harmful to human eyes.

禮品服務條款及細則 Gift Service Terms and Conditions

禮品數量有限，名氣通保留以其他價值同等或相近的禮品替代之權利。若客戶於新合約生效後終止服務或轉用其他續約服務計劃，有關優惠將自動取消，或客戶須就已收取之禮品按正價賠償。禮品將於新合約生效後 90 天內以郵遞方式發送至客戶的服務地址。若客戶提供錯誤服務地址而無法收到禮品，名氣通概不承擔任何失去或未能收到禮品之責任。如有任何爭議，名氣通保留最終決定權。禮品的使用須受有關商戶之條款及細則約束。名氣通不是上述禮品的提供者及不會對產品及服務的質素作出任何保證。我們將不會就上述禮品的任何方面承擔任何責任，亦不會就您或任何其他人士因上述禮品引致的任何損失而承擔任何責任。如對上述禮品有任何爭議或投訴，須直接聯絡上述禮品的提供者。

Gifts are available while stocks last. TGT reserves the right to offer an alternative gift of equivalent or approximate value without prior notice in case of shortage. If the customer terminates the service or changes to other service plan after the new contract has been effective, the related offer will be automatically cancelled, or the customer will be required to pay for the received gift at its reference price. The gift will be delivered to the customer's service address by mail within 90 days after the commencement of new contract. If the customer is unable to receive the gift due to an inaccurate or incorrect service address being provided to TGT, TGT will not be liable or responsible for the loss or non-delivery. TGT reserves the right of final decision in case of any disputes. The use of voucher is subject to the relevant merchant's terms and conditions. TGT is not the provider of the above gifts and does not make any guarantee on the quality of products and services. We will not be responsible for any aspect of the above-mentioned gifts, nor will we be liable for any losses incurred by you or anyone else as a result of the above-mentioned gifts. If you have any disputes or complaints about the gifts, you must contact the provider of the gifts directly.

免責聲明 Disclaimer

1. 在法例准許的範圍內，名氣通及該服務的任何第三方服務供應商，在任何情況下，均毋須就客戶或任何人士由於或有關該服務而（直接或間接）蒙受、承受或產生的任何懲罰性、特別、直接、間接或相應損失（包括但不限於收入損失、利潤損失、商譽損失、預期儲蓄損失、商業機會損失或任何相應損失）而承擔任何責任，不論是否合約、侵權、法規或其他責任（包括但不限於疏忽、違反合約、誹謗或侵犯知識產權權利所致），即使名氣通或第三方服務供應商已被告知、知道或應知道發生此類特殊損害的可能性。
2. 在法例准許的範圍內，名氣通、其集團公司及該服務的任何第三方服務供應商，以及其各自董事、僱員或代理人明確卸棄以下情況產生的任何責任：(i) 客戶使用該服務、該軟件或設備而產生的任何數據、語音或其他資料的損毀或損失；(ii) 由於經由、通過或有關使用該服務、該軟件或設備導致客戶的電腦系統、設備或其他裝置內或引進有關電腦系統、

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設備或其他裝置的任何錯誤、偏差或電腦病毒而根據合約、侵權或以其他方式作出的任何直接或間接收入或利潤損失或任何相應損失，不論是否經濟損失亦然，或客戶因而蒙受的任何損失所提出的申索；(iii) 該服務及/或經由或通過該服務供應、提供、出售或可得的任何內容、該軟件或設備（或未能或延遲如此供應、提供、出售或可得）有關的任何申索；(iv) 該服務或其任何部分的干擾、暫停或退化；及(v) 任何可歸因於名氣通可控制範圍以外的情況或環境所引致的損壞（即是「不可抗力理由」）不可抗力理由」包括但不限於天災、戰爭、叛亂、爆炸、火災、洪水、政府行動、本協議生效時仍未生效之法例、政府或其監管機構所施加的制約、勞資糾紛、貿易爭議及任何由第三者所造成而名氣通無法控制的延誤。

3. 客戶知悉及同意名氣通不會就以下事項承擔任何責任：(i) 任何數據資料或於客戶電腦預先安裝之軟件及/或硬件之損失或損壞；(ii) 任何由於客戶電腦系統上出現之錯誤、干擾或受電腦病毒入侵而導致客戶或任何第三者蒙受之任何直接或間接的收入、利潤或任何連帶的經濟損失或任何其他損失之索償；及(iii) 任何客戶電腦或其任何部分受到之干擾或停止運作之索償。
4. 客戶明白及同意名氣通毋須於下列情況下對客戶承擔任何責任：(i) 客戶所使用的其他設備或裝置之任何故障；(ii) 有關器材的故障，而該故障不論是否因客戶干擾有關器材、其疏忽、或客戶未能遵守名氣通就有關器材發出之使用指南所引致的故障；(iii) 客戶將有關器材與其他未得到名氣通書面授權可使用的設備或裝置一併使用；(iv) 客戶並非於服務安裝地址內使用有關器材；或(v) 由於客戶的任何作為或不作為而導致名氣通不能或延遲提供或啟用服務。
5. 客戶同意在任何情況下名氣通均不須對因使用和/或無法使用服務而造成的收入或利潤上之損失或任何損害（不論直接或間接）而承擔任何責任。
6. 客戶應妥善及安全地保管他/她的帳戶登入資訊及 Wi-Fi 的登錄名稱和密碼，以及不得在任何情況下向任何第三方披露。名氣通和第三方提供商（包括但不限於名氣通）不會對因披露此類資訊而造成的任何損失負責。
7. 客戶同意本服務的某些部署或配置可用作協助檢測、測量或避免某些風險（包括但不限於盜竊、火警或入屋盜竊），但名氣通不會為客戶使用本服務時產生的相關風險及後果而負責。
8. 對於本服務提供的方法及送達的途徑，名氣通保留所有權利及絕對酌情決定權。而名氣通可在它認為適當的情況下不時更改該方法及途徑。名氣通將盡力於有關情況下合理切實可行的期間作出通知。
9. 本服務利用部分或整個公用互聯網及第三者網絡作傳遞話音及其他通訊。名氣通將不就客戶於使用本服務可能遇到之私隱問題負上責任。詳細資料請參閱刊載於名氣通網頁 www.towngastelecom.com 的私隱政策。
10. 名氣通毋需就客戶或任何第三者因本服務或其他情況而導致寬頻服務及/或頻寬速度所受到的任何後果及影響承擔責任。
11. 客戶瞭解並接受在電源故障或名氣通合理控制範圍之外的其他情況下，本服務可能會中斷、延遲或暫停。名氣通會盡力在合理可行的情況下儘快恢復提供服務。名氣通對服務的質量或可用性不作任何保證，並且不承擔任何與此相關的法律責任。名氣通對因服務故障、中斷、延遲或暫停而引起或與之有關的任何損失、索賠、損害、費用和開支概不負責。
12. 客戶使用服務的風險由客戶自行承擔。服務按“目前情況”及“現有情況”提供，名氣通對服務不作任何形式的陳述或保證。此外，在法律允許的最大範圍內，名氣通拒絕任何明示或暗示的擔保，包括但不限於不侵權、所有權、適銷性或特定用途的適用性。名氣通不保證服務中包含的功能或其中包含的任何材料或內容將不間斷或無錯誤，該缺陷將得到糾正，或使其可用的服務器沒有病毒或其他有害組件。名氣通對本協議項下的任何及所有原因和索賠的全部責任，無論是基於合約、侵權行為、保證或其他，均應限於以下較小者：(I) 客戶遭受的實際損失；及(II) 本協議項下服務的合約總金額的 5%。在任何情況下，名氣通、其主管、股東、僱員、代理人、董事、子公司、附屬公司、繼承者或授權人對於任何索賠、損失、損害、訴訟、訴訟、訴訟、責任、任何附帶、間接、懲罰性、特殊、懲戒性或衍生性損害（包括利潤損失、商譽損失、中斷、業務信息丟失或任何金錢損失）、因本協議或本協議引起的訴訟或其他訴訟，包括但不限於客戶使用、依賴或使用服務或其任何部分，或根據本協議授予客戶的任何權利，即使名氣通被告知存在此類損害的可能性，無論該索賠是基於合同、侵權行為（包括疏忽）、侵犯知識產權或其他權利均不承擔任何責任。

1. To the extent permitted by law, TGT and any third party service provider of the services shall under no circumstances be liable whether or not in contract, tort, statute or otherwise (including without limitation to negligence, breach of contract, defamation, or intellectual property right infringement) for any punitive, special, indirect or consequential loss or damage whatsoever (including without limitation, loss of revenue, loss of profit, loss of goodwill, loss of anticipated savings, loss of business opportunity, or cost of purchasing replacement services) suffered, sustained or incurred by the customer or any person (directly or indirectly) from or out of or relating to the services, even if TGT or such third party service provider has been advised, knew or should have known of the possibility of such special damages.
2. To the extent permitted by law, TGT, its group companies and any third party service provider of the services, together with their respective directors, employees or agents expressly disclaim any liability for: i) any damage to or loss of data, voice or other information arising from the customer's use of the services, software or equipment; ii) any claim based on contract, tort, or otherwise for any direct or indirect loss of revenue, profits or any consequential loss whether of an economic nature or any such loss which the customer suffers as a result of any error, inaccuracy or computer virus in or introduced into the customer's computer system or other devices by, through or in connection with the use of the services, software or equipment; iii) any claim relating to the services and / or any content, software or equipment supplied, provided, sold or made available by or through the services (or any failure or delay to so supply, provide, sell or make available); iv) any disruption or suspension or degradation of the services or any part thereof; and v) any damage which is attributable to an event or circumstance beyond TGT's control ("Force Majeure Event"). A Force Majeure Event includes but is not limited to acts of God, war, civil disobedience, explosion, fire, flood, governmental action, legislation not in force at the time of this agreement, restraints imposed by government or any other regulatory authorities, labour disputes, trade disputes or delays of third parties over which TGT has no control.
3. Customer understands and accepts that TGT disclaims any liability for (i) any damage to or loss of data, software and / or hardware pre-installed in customer's computer; (ii) any claim for any direct or indirect loss of revenue, profit or any consequential loss whether of economic nature or any such loss the customer or any third party may suffer as a result of error, disruption and / or computer virus

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- introduced into customer's computer system; and (iii) any claim for the disruption or suspension of use of customer's computer or any part thereof.
- Customer acknowledges and agrees that TGT shall not be liable to the customer for: (i) any fault in other equipment or device which customer uses; (ii) any fault in the equipment whether or not caused by customer tampering with it, customer's negligence or failure to follow TGT's instructions; (iii) customer's use of equipment with any other equipment or device that has not been authorized by TGT in writing in advance; (iv) customer's use of equipment in any place other than at the installation address; or (v) the failure or delay in the provision or activation of the service by TGT due to any action or inaction of the customer.
 - Customer agrees that TGT shall in no circumstances be responsible for any loss of income, loss of profit or any damage (direct or indirect) caused by the use of and / or inability to use the service.
 - Customer should ensure that his / her login information and Wi-Fi login and password will be kept properly and securely and shall not be disclosed to any third party under any circumstances. TGT and its third party provider (including but not limited to TGT) shall not be responsible for any loss due to the disclosure of such information.
 - Customer agrees that while certain deployments or configurations of the service can be used to help detect, monitor or avert certain risks (including without limitation to theft, fire or burglary), TGT shall not be responsible for the consequences of those risks actually arising while customer uses the service.
 - TGT reserves all its rights and final discretion to determine the methods and delivery route for the provision of the service to customer, and TGT may change such methods and routes from time to time as it shall deem appropriate. TGT endeavours to provide notification within a period as reasonably practicable in the circumstances in advance of its effective date.
 - The service utilizes, in whole or in part, the public Internet and third party network to transmit voice and other communications. TGT shall not be liable to customer for any privacy issues which may be experienced with regard to the use of the service. Please refer to our Privacy Policy applicable to customer at our website www.towngastelecom.com for additional information.
 - TGT shall not be liable to customer or any third party in regard to any consequences or effect on the broadband service and / or speed of bandwidth that may be caused by the service or otherwise.
 - Customer understands and accepts that the service may fail, be interrupted, delayed or suspended in circumstances of power failure or in other circumstances that are beyond TGT's reasonable control. TGT will endeavour to resume the provision of the service as quickly as reasonably practicable. TGT makes no warranty whatsoever as to the quality or availability of the service and accepts no legal liability in relation thereto. TGT shall not in any way be held liable for any loss, claims, damages, costs and expense arising under or in connection with any failure, interruption, delay and suspension of the service.
 - CUSTOMER'S USE OF THE SERVICE IS AT CUSTOMER'S OWN RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND/OR "AS AVAILABLE" BASIS AND TGT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE SERVICE. FURTHER, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, TGT DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TGT DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TGT'S TOTAL LIABILITY FOR ANY AND ALL CAUSES AND CLAIMS UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT, WARRANTY OR OTHERWISE SHALL BE LIMITED TO THE LESSER OF: (I) THE ACTUAL DAMAGES SUSTAINED BY THE CUSTOMER; AND (II) 5% OF THE TOTAL CONTRACT SUM FOR THE SERVICES UNDER THIS AGREEMENT. IN NO EVENT WILL TGT, ITS OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, DIRECTORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS OR LICENSORS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, INTERRUPTION, LOSS OF BUSINESS INFORMATION OR ANY PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION CUSTOMER'S USE OF, RELIANCE UPON, ACCESS TO, OR USE OF THE SERVICE, OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO CUSTOMER HEREUNDER, EVEN IF TGT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE.**

個人資料收集聲明

Personal Information Collection Statement

本人明白及同意，本人的個人資料，無論列載於此表格，或由貴公司（即名氣通電訊固網有限公司）以其他方式獲得、收集或編纂，均可被貴公司保留及使用（包括由貴公司向其代理人、承包商、服務供應商或其他人士，包括香港中華煤氣有限公司集團的附屬公司或聯營公司（統稱「該集團」），披露或轉移）作不時向本人提供貴公司的服務及產品的用途。沒有該等資料，貴公司未必能夠向本人提供服務或產品。本人亦同意貴公司可能將本人的個人資料用於推銷由貴公司或該集團旗下的任何其他成員不時提供的服務及產品。根據個人資料（私隱）條例，本人有權拒絕收取直接促銷資料、要求查閱或更正本人的個人資料。如本人要行使此等權利，有關要求須以書面形式提出，致函至香港七姊妹道郵政信箱 60088 號香港中華煤氣有限公司資料保護主任。

如這條款及細則的中文及英文版本有差異，以英文版本為準。

本人確認 (i) 本人已明白此服務計劃的條款及細則，亦同意一經名氣通接納服務便生效；(ii) 本人已年滿 18 歲；(iii) 本人所提供的資料均真實無誤。

I understand and agree that my personal data, whether contained in this form or otherwise obtained, collected or compiled by you, Towngas Telecommunications Fixed Network Limited, may be kept and used by you (including disclosing or transferring by you to your agents, contractors, service providers or other persons including subsidiaries or associated companies in the Hong Kong and China Gas Company Limited group ("Group")) for the purposes of providing your services and products to me from time to time. Without such data, you may not be able to provide services or products to me. Except as objected by me, I further agree that you may use my personal data for marketing

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services and products offered by you or any other member of the Group or any other third party from time to time. Under the Personal Data (Privacy) Ordinance, I have the right not to receive the direct marketing materials, to request access to or correction of my personal data. If I wish to exercise these rights, requests should be made in writing to the Data Protection Officer, The Hong Kong and China Gas Company Limited, PO Box 60088, Tsat Tsz Mui Post Office.

Should there be any discrepancy between the English and the Chinese versions of these terms and conditions, the English version shall apply and prevail.

I acknowledge and confirm that (i) I have read all the related terms and conditions of this application form, and I hereby agree to be bound by them once this application form has been accepted by TGT; (ii) I have attained the age of 18 years old; (iii) all the information provided by me is true and correct.

日期 Date (DD/MM/YYYY):

客戶簽署 Signature: