The Interact Group **Executive Centre License Agreement** (for Serviced Office Service subscriptions)

Terms & Conditions

- 1. This document details the terms and conditions for the provision of services by The Interact Group Ltd. ("Interact" hereinafter)
- 2. Interact will provide the services subject to these terms and conditions which may be amended by Interact from time to time. The licensee shall use the services in accordance with these terms and conditions as notified by Interact.
- 3. The Interact Group Executive Centre and The Interact Group Ltd. and her associated companies have no employment, association and subsidiary, either direct or indirect, relationship with the licensee.
- 4. The licensee cannot consent or agree any requests; sign any documents; announce/declare any irresponsible/deceptive words, either in written or oral; perform/act any irresponsible/deceptive actions/deeds/behaviors; receive any payment of/with/from any third parties in any form, either use the name of or for and on behalf of The Interact Group Executive Centre, The Interact Group Ltd. and her associated companies.
- 5. The licensee shall be solely liable for the accuracy, correctness and completeness of all and any description or information stated in the application form. Interact shall be under no liability to verify any information or description provided by the licensee. The licensee shall fully indemnify and reimburse Interact in respect of any damage, loss, claims, liabilities, expenses or costs which Interact may suffer, sustain or incur as a result of the breach of this clause.
- 6. The licensee must not permit another person to use the service without permission by Interact.
- 7. The licensee must not use or permit another person to use a service by Interact in connection with, or in, the commission of an offence against the laws of Hong Kong; which infringes any rights, including intellectual property rights, of any third party; for the purpose of sending unsolicited advertising material or message.
- 8. The licensee must allow Interact's employees to enter at all reasonable times into the premises where the services will be provided to inspect, install, maintain, replace and remove the services or equipment prior to, during and after the provision of the services.
- 9. The licensee must not misuse the equipment provided and never damage or interfere with the installed equipment in the Centre.
- 10. The licensee is not allowed to perform any electrical, mechanical or renovation works in the Centre.
- 11. The licensee has full responsibilities and is liable for any loss or damage (direct or indirect) claims caused by failure, breakdown, malfunction or loss efficacy system, equipment or facilities brought into the premise provided by Intertact.
- 12. Access control cards are not allowed to be transferred, possessed, used and stored to/by any third parties, and should be returned to Interact on or before expiration of service period.
- 13. No alcohol, smoking, drugs, pets & animals, sex, any illegal and immoral behaviors are allowed inside the Centre.
- 14. No dangerous and unlawful goods are allowed to be stored and used inside the Centre.
- 15. No illegally reproduced software, printed matters and any illegal reproduced intelligent properties are allowed to be used inside the Centre.
- 16. The licensee must move out all its belongings from premise provided by Interact on or before the last day of service period or upon termination of this agreement. The licensee is not allowed to enter / use the premise thereafter.
- 17. Interact reserves the right to amend any charges of services provided and will inform the licensee in writing prior to effecting any changes.
- 18. All charges are payable in advance.
- 19. Where any amount due by the licensee to Interact in respect of charges payable remains unpaid on the date on which it is due, without prejudice to Interact's rights to suspend or cancel the services and terminate this agreement, all charges shall become immediately due and payable by the licensee.
- 20. Interact reserves the right not to allow the licensee to enter the Centre and vacate the premise used by the licensee in the event that the licensee fails to pay the license fee and all outstanding charges in full to Interact within 7 working days from Interact's notice or debit note or before the due date of payment.
- 21. The licensee will continue to be responsible for all charges incurred between the time of suspension or request for cancellation of a service and the actual cancellation of provision of the service.
- 22. The minimum contract period for a service is 1 month unless otherwise specified or as notified by Interact.
- 23. The licensee should renew the subscribed service(s) in 30 calendar days before date of service expiry to ensure the service(s) continues uninterrupted. Interact may suspend or terminate the subscribed service(s) without any notice if it is not renewed before the service(s) expiration date. Interact has no liability whatsoever with respect to such service suspension or termination. Under exceptional situation, the licensee can extend the service period in writing and agrees to pay the service fee(s) for the extended service period, but the extension is totally subject to consent of Interact.
- 24. The licensee may cancel a service by giving to Interact not less than 30 days notice in advance after expiration of the relevant minimum contract period or minimum subscription period for that service.
- 25. If the licensee cancels the service before expiration of minimum contract or subscription period, Interact has the right to charge the licensee cancellation charges equals to amount of service deposit, or an amount equivalent to charges payable for that service during the minimum subscription period, plus a total amount equivalent to discrepancy between original service subscription fee and actual license fee paid by the licensee due to discount offered by Interact when the licensee agree and confirm a minimum service subscription period upon signing license application form.
- 26. If the licensee vacates the premise at which the services are provided without canceling the services, the licensee will be liable for any charges outstanding in respect of the use of the services.
- 27. The signed person of this agreement will automatically turn into guarantor who, unconditionally and irrevocably, guarantees to Interact all outstanding payments, service fees, expenses and interest payable to Interact. The guarantor agrees to keep Interact fully indemnified against all damages, loss, claims, liabilities, costs and expenses include debt collection expenses arising from any failure of any payment payable to Interact.
- 28. Deposit, after deduction all outstanding payment and charges, will be returned to the licensee in 2 weeks from date of expiration of service.
- 29. Violation of the above mentioned terms and any related items the licensee will bear all the legal liabilities and responsibilities and should recover all direct and indirect losses, if any, suffered by The Interact Group Executive Centre, The Interact Group Ltd. and her associated companies.
- 30. Interact may use and/or disclose obtained information from the licensee to any third party for the purpose of provisioning services to the licensee; credit checks; debt collection; preventing or detection of crime; disclosure as required by law or a government authority and provisioning of emergency services.
- 31. The licensee will notify Interact of any change of any particulars provided which may affect the provision of services to the licensee.
- 32. The licensee should be fully responsible for the belongings placed, installed, storied and used inside the premise provided by Interact against fire, water, stolen, damaged, any unforeseeable happenings and/or unexpected events. The licensee's belongings shall be stored entirely at the own risk of the licensee who shall be solely responsible for effecting any insurance on the licensee's belongings / goods at his own costs and expenses.
- 33. Interact does not accept responsibility and shall not be liable for any loss or damage (direct or indirect) claims caused by failure, breakdown, malfunction or lose efficacy of system, equipment or facilities provided by landlord, service vendors or any third parties.
- 34. Interact shall not liable to the licensee for any loss or damage and for any consequential or economic loss or damage to the licensee's goods or any part thereof as a result of any condition or inherent vice or defect of the licensee's goods; or of any act, intervention, confiscation or extermination by any governmental bodies; or of any event not within the control of Interact.
- 35. This agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of China.
- 36. The licensee has read and fully understands all terms and conditions as stated in English above and agree to be governed by them.