

# The Interact Group **DOCUMENT STORE**

## **Terms and Conditions** 使用服務合約細則及條款

This Agreement is agreed and signed by \_\_\_\_\_ of \_\_\_\_\_ (“licensee” hereinafter) dated \_\_\_\_\_.

This document details the terms and conditions for the provision of services by The Interact Group Ltd. (“Interact” hereinafter) 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.

The Interact Group Document Store and The Interact Group Ltd. and her associated companies have no employment, association and subsidiary, either direct or indirect, relationship with the licensee.

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 Document Store, The Interact Group Ltd. and her associated companies.

Interact agrees to license to the licensee certain designated space at Interact’s premise for the storage of licensee’s goods.

Licensee’s goods include goods, articles, documents, magazines, etc. of whatsoever description, use paper as main material, belonging to the licensee. Arms, ammunition or any dangerous, hazardous, noxious, perishable, combustible or explosive goods or any illegal or unlawful goods, drugs, livestock, perishable commodities are strictly prohibited.

Licensee is not allowed to store any goods without written consent or notification of Interact.

The licensee shall be solely liable for the accuracy of all and any description or information relating to the licensee’s goods and 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 by the licensee. Interact shall be under no liability to verify any information or description relating to the licensee’s goods provided by the licensee.

Licensee is strictly restricted access to storage areas, excluding reading areas provided by Interact, for security reasons.

The licensee must not permit another person to use the service without permission by Interact.

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.

The licensee must not misuse the equipment provided and never damage or interfere with the installed equipment in Interact’s premise.

No alcohol, smoking, drugs, pets & animals, sex, any illegal and immoral behaviors are allowed inside Interact’s premise.

No illegally reproduced software, printed matters and any illegal reproduced intelligent properties are allowed to be used inside Interact’s premise.

Interact reserves the right to amend any charges of services provided and will inform the licensee in writing prior to effecting any changes.

All charges are payable monthly in advance.

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, all charges shall become immediately due and payable by the licensee.

In the event that the licensee fails to pay the license fee in full to Interact within 7 working days from Interact’s notice or debit note, Interact shall be entitled to terminate this agreement forthwith and Interact shall have a lien over the licensee’s goods or any part thereof which shall not be released to the licensee unless and until the licensee shall fully pay all the outstanding fee and any additional charges which Interact shall reasonably impose. Provided that Interact shall be entitled to sell or otherwise dispose of the licensee’s goods to recover all the outstanding fee and additional charges as aforesaid but without prejudice to Interact’s right to claim against the licensee for any deficit, costs and expenses arising from such sale or disposition.

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.

The minimum contract period for the subscribed service is 1 month unless otherwise specified or as notified by Interact.

Interact shall be entitled to terminate this agreement without any reason or explanation by giving one month’s written notice to the licensee sent to his provided address.

The licensee may cancel a service by giving to Interact not less than 10 days notice in advance after expiration of the relevant minimum contract period or minimum subscription period for that service.

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.

Deposit, after deduction all outstanding payment and charges, will be returned to the licensee in 2 weeks from date of expiration of service.

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 Document Store, The Interact Group Ltd. and her associated companies.

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 detect ion of crime; disclosure as required by law or a government authority and provisioning of emergency services.

The licensee will notify Interact of any change of any particulars provided which may affect the provision of services to the licensee.

The licensee should be fully responsible for the belongings placed, stored and used inside the premise provided by Interact against fire, water, smoke, contamination, vermin, mould, fungus, stolen, damaged, deterioration, and/or any unforeseeable happenings.

Interact shall not liable to the licensee for any 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; any act, intervention, confiscation or extermination by any governmental bodies; any event not within the control of Interact and any consequential or economic loss or damage.

The licensee’s goods shall be stored entirely at the own risk of the licensee who shall be solely responsible for effecting any insurance on the licensee’s goods at his own costs and expenses.

This agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of China.

The licensee fully understands all terms and conditions stated in English above.

The Interact Group Ltd.

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