

# TERMS AND CONDITIONS

## USING STARTUP BUSINESS CENTRE

Startup Business Services Limited trading as STARTUP Business Centre, hereafter referred to as "STARTUP." These are our terms and conditions & Service Details, which you (the "Client") agree shall apply to all the facilities and services that the Client has agreed to utilize in the above Virtual Office Service Agreement (the "Service Agreement," and, in conjunction with these Terms and Conditions, collectively referred to as this "Agreement").

## FACILITIES AND SERVICES

1. Client is permitted to use the facilities and services described in this Agreement once STARTUP receives payment from the Client of the Service Fee (as specified in the Service Agreement).
2. Subject to clause 1 above, STARTUP agrees to provide such facilities and services from the Start Date specified in the Service Agreement until determined in accordance with the provisions of this Agreement.
3. Upon signing of this agreement by the Client, the Client agrees to pay STARTUP the service fee for the contract period specified while STARTUP will provide the services to the Client within the contract period and/or the subsequent extended/renewed contract period.
4. This agreement shall not be assignable or transferable in any manner by the Client unless with prior written consent from STARTUP is obtained.
5. This agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region ("HKSAR") and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the Courts of the HKSAR.
6. Subject to the terms of this Agreement, STARTUP agrees to provide to the Client the following facilities and services:
  - a) Business Address and Mail service:
    - Right to use STARTUP's business address on Client's company stationary
    - Collection of mail and reception service
  - b) Telephone & facsimile:
    - Private telephone number
    - facsimile number
    - Personalized telephone answering as specified by the Client
    - 24-hour voice mail box and call transfer (not including call costs)
7. The following facilities and services are available in accordance with STARTUP' published rates, which may be updated by STARTUP at any time:
  - Car parking
  - Courier services
  - Facsimile
  - Food and beverage services
  - ISDN
  - Mail handling
  - Meeting and Conference rooms
  - Messaging
  - Office supplies
  - Photocopying
  - Printing
  - Secretarial Services
  - Short term office leasing
  - Travel arrangements
  - Translations
  - Video conferencing
  - Other services that may be provided by the STARTUP to the client

- e) Pay for all bank charges, exchange rate differences, currency adjustments and other such charges related to the agreed services.
- f) The customer has the responsibility to make sure that their payments are received and identified by the service provider before the due date specified on the relevant invoice
10. Initial Fee:
  - a) The Client shall pay STARTUP upon signing this Agreement an initial fee as security against all obligations entered into by the Client in this Agreement. The initial fee will not be returned to the Client upon the expiry of this Agreement.
11. Termination:
  - a) STARTUP has the right to terminate the services at any time at its sole discretion without any notice to the Client. Refund of the fee paid for the service period not yet provided will be given to the Client after the termination of services.
  - b) The Client is not allowed to terminate the services before the end date of the first contract period unless prior approval from STARTUP is obtained. Service fee will not be refund for early termination.
  - c) The Client is required to give STARTUP a written notice of termination (a completed termination form provided by STARTUP with company chop) not less than 30 days before the expiry date of service.
  - d) If the Client want to reactivate the service after termination, effective date of the new Agreement must follow the termination date of the old Agreement. No gap between the two Agreements.
  - e) In case of termination of a branch, STARTUP reserves the right to transfer the virtual office service to any other branches operated by STARTUP. No refund will be provided if the Client rejected the transfer.
  - f) The cheque will be payable to the company's name only. If the receiver of the cheque is different from the company's name, an authorization letter for deposit refund is required.
  - g) This Agreement may be terminated by STARTUP immediately without notice if the Client has conducted any illegal operations or fails to comply with any of the terms of this Agreement. In such an event, Client shall forfeit the Deposit and any prepayments, and STARTUP reserves the rights to claim on any further loss. STARTUP shall be entitled (but not obliged) to retain any personal effects or other belongings of the Client until all arrears owed to STARTUP have been paid or other loss made good in the event of non-payment within 14 days. STARTUP shall be entitled to dispose of any goods retained in settlement of any arrears and any costs of disposal.
  - h) During the suspension period, the service provider will reject all mail, parcel or any object sent to the service provider's address and not responsible to notify the customer of such delivery.
  - i) Customer has to submit the copy of identity card within 30 days. Otherwise, the service that customer is subscribing will be terminated without prior notice. ( For Corporate applicant, Business registration certificate is required as well )

## PAYMENT, DURATION AND TERMINATION

8. This Agreement lasts for the period as stated in the Service Agreement, all periods shall run to the last day of the month in which they would otherwise expire. The fees on any renewal will be the list price prevailing at the time of renewal. In all other respects, this Agreement will renew on the same terms and conditions as outlined herein.
9. The Client shall:
  - a) Pay all service fees by the due date indicated on the respective Invoice, and shall, for the first payment to be made on the signing of this Agreement, include any calculated pro-rata amounts in respect of the period from the Start Date.
    - b) Pay to STARTUP on demand such charges for all voice and data telecommunication services relating to the virtual office and other charges pertaining to the use of facsimile, photocopying, secretarial, conference facilities, internet facilities, car parking and other services provided.
    - c) Pay to STARTUP interest (calculated from the due date to payment date) of overdue payments at the rate of 5% per month on any sum payable under this Agreement which remains unpaid from the due date. If you dispute a part of any invoice, you must pay the amount not in dispute by the due date. All invoiced fees must be received by 5pm on the stipulated due date on the invoice or an HK\$300 administrative fee will be charged. If payment is not received within the next 7 days an additional HK\$300 will be charged and an additional HK\$300 if not received within 14 days from the invoice due date. We also reserve the right to withhold services while there are any outstanding fees and interest or you are in breach of your agreement.
    - d) Pay all sums due to STARTUP under this Agreement without any deduction or set off.

## CLIENT'S RIGHTS AND RESPONSIBILITIES

12. The Client shall not:
  - a) Impede or interfere with STARTUP's right of possession and control of STARTUP facilities.
  - b) Use STARTUP facilities for any other purpose outside the scope of the Client's business.
  - c) Under any circumstances, use the facilities or services described herein for any illegal activity.
  - d) Solicit or offer employment, while this Agreement is in force and for a period of six months after it ends, to any of STARTUP' current employees or anyone who has left STARTUP employment in the 3 months prior to such solicitation. STARTUP estimates its loss for breach of this provision at the equivalent of one year's salary for each such employee, which amount Client agrees to pay to STARTUP as liquidated damages.
  - e) Damage any of the decorations, fixtures and fittings or other equipment in any STARTUP facility.
  - f) Be entitled to any compensation as a result of any failure of data security or computer systems or as a result of STARTUP failing to provide any of the facilities or services in accordance with this Agreement as a result of any

## STARTUP BUSINESS SERVICES LIMITED

Head Office: Unit 2203, Level 22, Millennium City 2, 378 Kwun Tong Road, Kwun Tong, Kowloon, Hong Kong

Service location: **HONG KONG** Tsim Sha Tsui Kwun Tong Wanchai Mongkok **ASIA PACIFIC REGION** Beijing Shanghai Taipei Macau  
 Hotline: (852) 3728 3728 | Fax: (852) 3728 3729 | Email: info@startup-offices.com | Website: http://www.startup-offices.com

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- breakdown or strike or delay or failure of any staff, manager or caretaker to perform their duties.
13. The Client shall, and hereby agrees to:
- Observe and abide by all of the rules and regulations set by STARTUP for the management of the relevant STARTUP facilities.
  - Indemnify STARTUP and its respective officers, employees and agents, from all claims, liability, or loss, and all damages and costs incurred by STARTUP which arise out of the use of STARTUP facilities by the Client.
  - Maintain adequate insurance against any risks from using the facilities and services outlined herein.
  - Not hold STARTUP responsible for the theft of or damage to any equipment, chattels or goods.

### OWNER'S RIGHTS AND RESPONSIBILITIES

14. STARTUP shall:
- Provide reception services during normal opening hours, which are defined as between 09:00 and 19:00 hours Monday to Friday (excluding official public holidays & lunch hour 13:00 to 14:00).
  - Provide call services between 09:30 and 18:00 hours Monday to Friday (excluding official public holiday & lunch hour 13:00 to 14:00).
  - Not be accountable for failure to have any of the facilities available for the Client because of use by any other person within the centre.
  - Not be liable to the Client if for any reason the Client shall be temporarily unable to access the facilities or otherwise utilize the services.

### GENERAL

#### PRIVACY POLICY STATEMENT

Startup shall fully comply with its obligations under the requirements of the Personal Data (Privacy) Ordinance (Cap.486) and Personal Data (Privacy)(Amendment) Ordinance (collectively the "Ordinance") of the Hong Kong Special Administrative Region of the People's Republic of China. Startup shall at all times respect the confidentiality of the endeavor to keep safe any and all Personal Data collected and/or stored and/or transmitted and/or used for or on behalf of Startup.

- Collection of Personal Data
  - For the purpose of carrying on Startup's business, you may be requested to provide your Personal Data when you register for a membership, when you purchase a product or use our services at Startup, when you submit any comments or feedback to us, when we ask you to verify your identity.
  - We will ask you to provide your Personal Data, including, name, contact number, email address, gender, date of birth, age and the region/country where you normally reside.
  - We will collect Personal Data on a lawful, open and fair basis.
- Purpose for Collection of Personal Data  
Startup will collect and may use your personal data for the following purposes:
  - The provision of Startup's products and/or services to you at our branches;
  - Carrying out your instructions or responding to your enquiry
  - Forming part of Startup's customer data base necessary for the operations carried on by us;
  - Transferring or sharing your Personal Data with other Startup branches operated by our affiliates in other countries and territories (Branches refer to Startup branches ("branches") for the purposes of carrying out (a) (b) and (C) above in this section;
  - General security reasons; and
  - Any purposes related to and/or for the furtherance of (a) to (e) above.

Without your consent, we shall not use your Personal Data for purposes other than those specified above.
- Accuracy  
Startup will take all practicable steps to ensure that Personal Data collected is accurate. Please endeavor to provide Startup with accurate Personal Data upon subscription of Startup's services and where there are any changes to your Personal Data, please inform us as soon as possible.
- Personal Data Sharing, Transfer and Disclosure  
All Personal Data held by Startup will be kept confidential but Startup may, where sharing, transfer or disclosure is necessary to satisfy the purpose, or a directly related purpose, for which the data was collected provide such information to the following parties:
  - any person or company who is acting on behalf of Startup as agent in respect of the purpose or a directly related purpose for which the data was provided.

- This Agreement is not assignable by the Client.
- All notices must be in writing. Notices to the Client will be considered served if handed personally to one of the Client's staff, or if mailed by registered or recorded mail, postage prepaid, to Client at Client's address as listed on this Agreement. Clients are responsible for keeping updated records at the business centre. Notices to STARTUP will be considered served if mailed by registered or recorded mail, postage prepaid, to STARTUP at STARTUP's address as listed on this Agreement, or such other address as STARTUP shall designate to the Client in writing.
- Should any provision within this Agreement prove unenforceable or invalid, this shall not affect or impair the validity of any other provision. No waiver of any default of the Client shall be implied from any failure by STARTUP to take action with respect to such default.
- Where the Client comprises more than one individual such individuals shall be jointly liable to observe and perform the Client's obligations under this Agreement.
- This Agreement supersedes any prior agreement and embodies the entire agreement between the Client and STARTUP and may not be modified, changed or altered in any way except as agreed by both parties in writing. This Agreement shall be interpreted and enforced in accordance with the national, regional, and local laws in which the facilities described herein are located.
- The service provided will continue to improve and upgrade to the high demands of a business centre; therefore, the price will be updated continuously. The customer may request the service provider to provide the latest price list. The service provider reserves the right to change, modify and/or delete some or all of the terms and conditions of this agreement

- Personal data may also be disclosed to any person or persons pursuant to any statute or as required by any court of law in Hong Kong, provided such person or persons are able to prove the required right/authority to access such information.
  - We may transfer or share your Personal Data to/with other branches operated by our affiliates
  - We will not sell your personal data to any person
  - We will not share, transfer or disclose your personal data to/with any person or company, including Startup's affiliates. For direct marketing purposes.
5. Access and Correction
- You may check whether we hold any of your Personal Data and, if so, may request access (i) by sending an email to Marketing and Communications Manager [privacy@startup-offices.com](mailto:privacy@startup-offices.com) or (ii) by mailing us at Unit 2203, Level 22, Millennium City II, 378 Kwun Tong Road, Kwun Tong, Kowloon, Hong Kong (Attention: marketing and communication manager).
  - Corrections (i) by sending an email to Marketing and Communications Manager at [privacy@startup-offices.com](mailto:privacy@startup-offices.com); or (ii) by calling our hotline at (852) 3728 3728. We may record your conversation with us for good record keeping purposes.  
We will take reasonable steps to verify your identity before granting access or permitting corrections to your Personal Data. We will endeavor to respond within 40 days of your request in compliance with the Ordinance. We will charge a reasonable fee to cover our administrative costs when you request for access or correction, reason(s) will be given. You may object to our reason(s) for our refusal to grant you access or correction.
6. Security  
We strive to ensure that your Personal Data will be protected against unauthorized or accidental access, processing, erasing or other use. We maintain this commitment to data security by implementing appropriate physical, electronic and managerial measures to safeguard and secure your Personal Data.
7. Retention of Personal Data  
Your Personal Data will only be retained for as long as is necessary to fulfill the original or directly related purpose for which it was collected, unless this is contrary to any applicable laws. If there are any inconsistencies between the English version and the Chinese version of this Privacy Policy Statement, the English version shall prevail.

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### 1. MAIL AND PARCELS HANDLING SERVICES

- 1.1 The total volume of mail or parcel should not exceed 60cm x 60cm x 120cm. Service provider has the right to reject any mail and parcels beyond the above volume.
- 1.2 The Service Provider reserves the rights to refuse receiving any dangerous or illegal items for the Customer.
- 1.3 The customer should keep certain amount of petty cash deposit in the Service Provider, to settle any postage or handling charge of mail receiving or sending. If there is no deposit kept or the balance of such deposit is not enough to settle the postage payment, the Service Provider will not pay for it and will refuse receiving the mail or parcel which the postage payment is outstanding.
- 1.4 Petty cash must be made in person at our branch in cash, bank transfer of petty cash required to pay 10% handling charge (minimum HKD 10).
- 1.5 Standard mail storage charge (Not oversize/ weight):  
Over 30 days will charge HKD 5 (per letter/ per week)
- 1.6 If any received mails or parcels particularly exceed the size of 30cm x 30cm x 30cm, a services charge coherent to the period of time of storage in our office will be validated according to the following details: (After the email/phone notification sent/call)
  - Collect within the first 2 working days Free
  - Collect after the first 2 working days HKD 10 /day/item
- 1.7 Mails and parcels uncollected over 30 days, or if the customer is un-contactable, the mails and parcels shall be disposed of without any notice. The Service Provider shall not be responsible for any losses or any obligations.
- 1.8 The Service provider shall not liable if the stored items are lost, being stolen or damaged due to any reason during the storage period.

### 2. MAIL FORWARDING SERVICES

- 2.1 Mail forwarding services (MC4) 20 times/month (limited to letter below 30g). The remaining quota of the month could not be accumulated. If exceed the quota or standard weight/size, services charge will be quote separately.
- 2.2 Mail forwarding services (MC4) limited to local address, oversea area need to be quote separately.
- 2.3 If the mail forwarding services is required, the Customer should state at the time of application. Otherwise, the Customer should notice the Service Provider by email or written notice afterward every time.
- 2.4 The postage or courier fee should be reimbursed on actual basis. The handling charges are as follow:
  - Local Mail HKD 20/per letter + Postage (Letter Only)
  - Local Express HKD 20 + Postage
  - SF Express HKD 20 + Postage
  - DHL/Fedex HKD 50 + Postage
- 2.3 The Service provider shall not be liable for any losses, damages, costs, claims and expenses of liabilities of whatever nature in mail forwarding.

### 3. TELEPHONE SERVICES

- 3.1 All call forwarding services apply to local telephone number only.
- 3.2 The number of users is limited to two, extra monthly fee of HKD50 should be added for extra users, and the maximum number of users shall be four.
- 3.3 If the designated number would to be changes, a formal written notification should be submitted to the Service Provider on or before three working days prior to the effective day.
- 3.4 The Service provider will not be responsible for any losses occurred during the process of recording or storage of voice mails of the telephone system.
- 3.5 During the office hour, the telephone services provided by the Service Provider can be only used for receiving calls, leaving messages and transferring calls on behalf of the Customer, not including any services related to product inquiries, making quotations and customer services.

### 4. SHARED E-FAX HANDLING SERVICES

- 4.1 The incoming fax from shared fax number will be sent to the designated email address.
- 4.2 If the pages received from shared fax number exceed the quota, all extra pages cannot receive.
- 4.3 Company names of the Customer should be marked clearly on each incoming page while using the shared fax number, otherwise the fax would be deleted.

### 5. NAME PLATE SERVICES

- 5.1 The Customer should apply with a valid business registration.
- 5.2 The name should be same as business registration.
- 5.3 Name Plate Services Details:

Set Up Fee	HKD 300
Fee of Name Change	HKD 300
- 5.4 The application is only for the customer are using virtual office address service.
- 5.5 The service period must same as the virtual office service period.

### 6. CONFERENCE ROOM RENTAL SERVICES

- 6.1 If the conference room rental services is required, the Customer should state at the time of application. Otherwise, the Customer should notice the Service Provider by email or written application form.
- 6.2 The rental fee should settle within the office hours by the end of the day. Otherwise, the reservation should be cancel automatically without any notice.
- 6.3 Rental periods:  
Monday to Friday 9 a.m. to 1 p.m.  
Monday to Friday 2 p.m. to 7 p.m.  
(excluding official public holidays/ special days)