



TERMS AND CONDITIONS

The following terms and conditions shall be applicable for translation, transcription, transcreation, editing, copywriting and proofreading services. They shall also be applicable for academic consulting services.

General

1. The following terms and conditions shall govern the contractual relationship between any Prospective Customer(s) and/or Customer(s) and Hong Kong French Papers Limited, where Hong Kong French Papers Limited accepts any assign for the provision of any services as specified herein, unless otherwise separately agreed in writing and where these terms and conditions have been expressly waived or excluded in such separate agreement. Hong Kong French Papers Limited reserves the right to review, amend, revise and supplement these terms as and when it thinks fit for which any customers that agree to abide by these terms and conditions shall also agree to abide by any amendments, revision or supplemental clause as and when amended, revised or supplemented by Hong Kong French Papers Limited.

A. Definitions:

References to the following terms are unless otherwise specified, refer to the following definitions: -

Agreement The effective Agreement for Services as entered into between any Customer(s) and HKFP.

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Assignment	The nature of work and services rendered or to be rendered by HKFP with reference to the “Services” as specified hereinbelow.
Confidential Material	Refers to hardcopy or softcopy documents, files, data, material, information, knowledge, facts that have been marked, communicated or instructed as being confidential by Customer(s) that have disclosed, made available, supplied, sent or provided to either the Customer or HKFP, including any personal data such as personal particulars, personal identification document(s), communication contact(s), however excludes any such documents, files, data, material, information, knowledge, facts that have been made available to or is accessible by the public.
Communication platform	Refers to any platform, courier/postal service, application, method, channel, e-mails, mobile applications, telecommunication, telex, online platform, or any other means of communication(s) that is made available to the parties for use of any communication between the Customer and HKFP whether during engaging of any enquiry, negotiation of any terms of Agreement for Service, disclosure, transfer of any information or material, delivery of any service by HKFP to the customer.
Customer(s)	The legal entity (entities), person (persons) that have submitted an enquiry

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to HKFP to enquire for related services that have not yet reached any agreement between the said legal entity (entities), person (persons) and of which such enquiries are subject to contract and agreement with HKFP; and/or

The legal entity (entities), person (persons) that is the contracting party in receipt of any services that have been accepted and agreed to be provided for by Hong Kong French Papers Limited in exchange for consideration. Any mention of “customer”, “user” or “client” in these terms and conditions shall confer the same meaning, being reference to the said legal entity (entities), person (persons).

Final Product

Refers to any material, documents, information, data writing whether stored in hardcopy or soft copy format edited, produced, executed by HKFP as a result of a Customer engaging in the service of HKFP and upon processing or completion of its service pursuant to any Agreement for Service.

HKFP

Being “Hong Kong French Papers Limited”, a limited company incorporated and registered in the Hong Kong SAR under the Company Registration number 3233253, being the service provider that any

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customer contracts with according to these terms and conditions.

Any mention of “we”, “our”, “the company” or “HKFP” in these terms and conditions shall confer the same meaning, being reference to Hong Kong French Papers Limited.

The Parties

The Customer(s) and HKFP that have entered into an Agreement for Services

Services

Service that includes proposed assignments enquired to and accepted by Hong Kong French Papers Limited inclusive of:

- Providing written translation of texts and multimedia content, editing of written texts, proofreading of written texts;
- Copywriting; and transcreation by both translating and provide consultation over creative proposals based upon knowledge and understanding of French culture and customs, including but not limited to: slogans, mail and email marketing texts, product description, headlines, billboards, persuasive story telling
- Academic Consulting services, being consultation and advisory work regarding Hong Kong SAR overseas or local education schools/ institutions/ providers;

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- Transcription services, including transcription and/or subtitling of meeting recordings, voice recordings, videos, review of draft subtitling, drafts editing, and draft transcription.

B. Effecting the Agreement of Services

2. All Agreement of Services must be entered and agreed between any Customer and HKFP privately, whether by way of electronic communication between the Parties, by written agreement or otherwise. HKFP may from time to time provide and request a formal written agreement be executed between the parties before the provision of any services by HKFP. In such instances, no Agreement of Services shall be effective unless the requested formal written agreement has been executed by both parties. In any event, despite any formal written agreement reached between the parties, where any terms and conditions are not mentioned in the said formal written agreement, these terms and conditions shall apply. HKFP reserved the right to update these terms and condition, whereupon the Customer must abide by.
3. Any Customer must first contact HKFP and submit a completed enquiry form for service with sufficient detail of their identity, means of contact and nature of service sought, including but not exclusive of

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- (i) Full name as per personal identity or corporate filing documents;
 - (ii) E-mail contact;
 - (iii) Contact telephone number;
 - (iv) Description of the requested scope of service;
 - (v) Particulars of the requested timeframe to complete the service;
 - (vi) Submission of any draft, document, specimen of text;
 - (vii) Any other relevant information.
4. Submission of any enquiry for service shall be made by the Customer by way of e-mail via the online website of HKFP, in the form as available on the HKFP website. Upon receipt of the completed form, further negotiations between the Parties shall be conducted via the exchange of e-mails unless agreed otherwise. HKFP may from time to time arrange any initial consultation (free of charge) via telecommunication in ascertaining the needs and requests by any prospective Customer. In any event, all WhatsApp communications shall be construed as communication purposes only and non-binding upon HKFP until an agreement is reached via formal e-mail communication or alternative written agreement otherwise.
5. The Customer has the onus to make full, frank and complete disclosure when making such enquiry in order to enable HKFP to reply with any quotation of price or hourly rate of service

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for the Customer to consider. If the Customer fails to make full, frank and complete disclosure when making such enquiry, HKFP has the absolute discretion and right to terminate the original Agreement for Service, to reject any new enquiry for service, to amend the terms of the Agreement of Services, and/or to charge any additional fee against the Customer.

6. If the Customer informs HKFP of any change of events, change of circumstances and enquires for additional, supplemental or a change of service(s), HKFP has the absolute discretion and right to terminate the original Agreement for Service, to amend the terms of the Agreement of Services, and/or to charge any additional fee against the Customer and/or to treat the subsequent enquiry as negotiation of a separate agreement before reaching any subsequent Agreement of Service with the said Customer in relation to the said subsequent enquiry. HKFP shall not be liable for any refund, return of charges, damages, losses, claims or actions claimed or alleged by the Customer upon the termination of any Agreement of Services by HKFP, exercised by HKFP under this clause.
7. HKFP has the right to enquire further information, document(s) and or material from the Customer upon consideration of any enquiry from such Customer whether to agree to render any requested Service(s), and before making any quotation of the said requested Service(s).
8. HKFP has the absolute discretion and the right to decline to reply to any enquiry of service or

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reject any enquiry of service, if HKFP considers the proposed enquiry and/or assignment to contain any criminal element, breach of contract with any third party(ies), breach of any laws, infringement of any rights of any third party(ies), is unauthorized or below the scope of any authorization by the owner of such information, document, material supplied, or if the nature of the enquiry or requested service in general is in breach of HKFP's ethical beliefs.

9. Upon receipt of all necessary information, document(s) and or material from the Customer, HKFP shall consider a reply to the Customer with any proposed contractual terms (in addition to these terms and conditions), including the quotation of fees or hourly rates to be charged. Any quotation of fees or hourly rates shall only be valid for 30 days between the date of HKFP issuance of the said reply with quotation, in which if the Customer fails to accept the proposed contractual terms (in addition to these terms and conditions) and HKFP's quotation of fees or hourly rates to be charged by HKFP within 30 days, the said proposed contractual terms and quotation shall be automatically withdrawn, and HKFP shall not be liable for any loss or damage rendered to the Customer nor shall HKFP be liable for any breach of contract or unilateral offer, and the Customer must make a new enquiry for service which shall subject to HKFP's consideration.
10. In order for the Customer to accept the price or hourly rate and the proposed terms of HKFP in respect of any particular enquiry made by the Customer to HKFP, the Customer must provide

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written communication of agreement to proceed in accordance with the price or hourly rate and the proposed terms of HKFP, and exactly in any manner or timeframe as specified and requested by HKFP.

C. Payment and Deposit Fees

11. The onus is upon the Customer to ensure that payment is made to HKFP via a Hong Kong bank account, and by any manner as specified by HKFP to the Customer.

12. The payable fee(s), term(s) and time(s) of payment of any fees for service by the Customer to HKFP are governed as per the terms of these terms and conditions unless otherwise provided for under each individual Agreement for Service entered between the Parties. Should there be any specific terms of payment specified in the any related Agreement for Service, and such terms conflict with these terms and conditions, the terms of payment specified in any related Agreement for Service shall take precedent against these terms and conditions. If however, the Agreement for Service is silent in any terms or does not explicitly exclude these terms and conditions whether wholly or in part, these terms and conditions shall be read in conjunction with the terms of the Agreement for Service.

13. All fee(s) or chargeable hourly rates proposed by HKFP in reply to any enquiry for Service

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shall include all value added tax and/or related taxes of Hong Kong SAR.

14. It shall be a term of any Agreement for Service that the Customer shall pay the necessary fees in accordance to any quotation and fee arrangement on time as per the terms of any Agreement for Service. If the Customer is in breach of this term, HKFP has the right to terminate any Agreement of Service and shall not be liable for any claims for damage(s) or losses rendered to the Customer. HKFP also has the right to claim for damage(s) and loss against the Customer, and without prejudice to all legal remedies that HKFP may have against the Customer.
15. HKFP may in accordance with any Agreement for Service request from the Customer for the payment of any initial deposit sum before HKFP commences any Services of which shall not be refundable. HKFP also reserves the right to withhold any completed material rendered as part of its Services to the Customer, if the Customer fails to pay any balance of fees in accordance to any agreed terms of payment or fee arrangement under the Agreement for Service.
16. HKFP reserves the right to decline providing any Service if the Customer fails to satisfy HKFP credit policy, or any terms as specified in the Terms and Conditions herein.
17. All Customers engaging in electronic payments whether by bank transfer, FPS, or use of any financial technology to effect payment to HKFP of whatsoever nature, must provide such

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payment record specifying the Customer's name, date of transfer and invoice number to HKFP when requested in order to enable HKFP to verify such payment. Until such proof of payment has been produced and provided to HKFP, HKFP reserves all rights to decline commencement or terminate any service any Customer, and HKFP shall not be liable for any claim for damages by the said Customer.

18. All payment of fees shall be settled in Hong Kong dollars and be paid to HKFP's Hong Kong account. HKFP may from time to time recommend any specific method of electronic payment or international wire transfer of any sums to HKFP to minimize any fees for transfer charged by banks or third-party financial service providers, including the use of "WISE", whereupon the Customer must abide by. In any event, any bank charges or service charges rendered for transferring and receiving monies by HKFP shall be borne by the Customer solely, and the Customer shall arrange to reimburse HKFP for any bank charges incurred by HKFP as a result of any overseas transfers to HKFP's Hong Kong bank account, within 7 days of HKFP providing to the Customer the record of such bank charges.
19. HKFP may in accordance with any Agreement for Service, provide separate individual quotation for each specified Service(s) under one Agreement for Service, which shall be the basis of calculation of any terms of compensation for delay as specified in these terms and conditions below.

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20. If the Customer is late in settlement of or delays the payment of any deposit, fees, sums of payment payable to HKFP, HKFP shall not be liable for any loss of damage suffered by the Customer as a result in such delay in HKFP's commencement of its Services.

Invoice for payment

21. HKFP will issue an invoice to the Customer upon completion of the Assignment or rendered all service in accordance with the terms of the Agreement for Service. All invoices are payable within seven (7) working days from the date of the invoice being issued and sent to the Customer by HKFP, payable by bank transfer to HKFP bank account which bank account number shall be indicated on every invoice, unless other modes of payment have been agreed in respect of the settlement of any invoice issued by HKFP pursuant to any Agreement for Service, or subsequent agreement between the parties.
22. HKFP is entitled, if it so deemed necessary by HKFP of which decision shall be final and be the absolute discretion of HKFP to exercise this term herein, to issue a monthly invoice or an advance invoice for any deposit sums to HKFP by the Customer. In the case of any monthly invoicing, HKFP will charge for the work carried out throughout each month by calculating the total number of hours and/or specifying the nature and amount of work already rendered being no more than the total consideration of the value of the Assignment or terms of the Agreement for Service, or any chargeable rates as specified therein.

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23. In case of advance invoicing, 30% of the total value of the Agreement for Service or any other sum as specified sum for deposit in the Agreement for Service shall be charged as deposit, and shall be invoiced to the Customer upon the Customer accepting the proposed terms of Agreement for Service. HKFP shall not be obliged to commence any works in relation to the Agreement for Service in the absence of settlement of such deposit by the Customer and until the Customer has delivered the related record of transfer to HKFP.
24. When an Agreement for Service entails several or more Assignments that require part deliveries, HKFP will only issue an advance invoice if the value of one or more of the part deliveries exceeds HK\$20,000, and the estimated delivery period is over thirty (30) days.

Overdue Payment

25. HKFP is entitled to terminate an Assignment or Agreement for Service in the event that a Customer does not settle its invoice(s) owed to HKFP in a timely manner and shall not be liable for any claims for damage(s) or losses rendered to the Customer. The Customer shall compensate HKFP for all work carried out until the date of termination, in addition to the cost of terminating the assignment and loss of revenue, without prejudice to all legal remedies that HKFP may have against the Customer.

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D. Delay

26. Delay of delivery of service from HKFP shall not be an automatic breach of any Agreement for Service giving rise to either party's right to terminate any Agreement for Service or claim for loss and damages by the Customer, unless otherwise specified in these terms and conditions herein.

27. Should a delay in delivery from HKFP occur for reasons that do not involve the fault of the Customer, and such delay is equivalent to more than 3 working days, including where any such Service delivered is unreasonably sub-standard, the Customer will be compensated by HKFP for the delay being equivalent to 2% of the payment value of the delayed part the agreed Service per week of delay which shall be accumulative to a maximum of 10% of the total order value. Such compensation shall be reimbursed to the Customer within 30 days of delivery of the total agreed services, and/or shall be deducted from any due balance to be settled by the Customer.

28. If a delay in delivery entitles the Customer to the maximum amount of compensation, the Customer has the right to terminate the delayed part of the assignment. If the Customer decides to terminate the delayed part of an assignment, no additional compensation other than the compensation specified herein is payable.

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29. Other than any terms of compensation payable by HKFP to any applicable Customer as mentioned in these terms and conditions due to any delay by HKFP in completing and delivery of any Service(s) in accordance with the terms of any Agreement for Service, HKFP shall not be held liable for any loss or damages suffered as a result of such delay by HKFP, and in any event the Customer shall take all reasonable mitigation measures to reduce any loss or damage it is expected to suffer.
30. Any delay by the Customer to settle or delay the payment of any deposit, fees, sums of payment for more than 14 days after the said deposit fees, sums of payment is due shall be an automatic breach of these terms and conditions and/or the Agreement for Service, and HKFP is entitled to terminate any Agreement of Service and shall not be liable for any claims for damage(s) or losses rendered to the Customer. HKFP also has the right to claim for damage(s) and loss against the Customer, and without prejudice to all legal remedies that HKFP may have against the Customer.

E. Mode, Terms and Time of delivery of any agreed service(s)

31. The mode, terms and times of delivery of service by HKFP to the Customer are governed as per the terms of each individual Agreement for Service entered between the Parties, and the time and terms of delivery as specified in any Agreement for Service shall be followed by the

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Parties.

F. Quality of Service

32. The work and service of HKFP contracted for under any Agreement for Service shall be carried out with due accuracy and care by competent personnel holding both academic and professional French language and Linguistics degrees, to produce quality work and in accordance with the terms of the Agreement for Service entered between the Parties.
33. HKFP shall follow its own internal policy and practice in order to ensure the quality of its service to Customer(s). HKFP reserves the right to appoint and assign any of its works and service to be handled by its staff employed by HKFP, unless otherwise specified in the Agreement for Service.

In order to ensure satisfaction of its Customers, HKFP may circulate a first draft of any given service for the Customer's approval and for comments on style and use of preferred terminologies. In any event, if HKFP does not receive a reply from the Customer within 14 working days in respect of any circulated first draft, the said first draft shall be deemed as acceptable by the Customer. If the Customer does have comments of which HKFP makes the necessary amendments, the second circulated draft shall be deemed as acceptable delivery of service by the Customer, and HKFP has

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executed its necessary duties in respect of delivery of service whether in part or in full of the overall Agreement for Service, as appropriate.

34. During the provision of its services, HKFP may inform the Customer if further information, disclosure(s), part(s), material are missing, and request the Customer to provide such further information, disclosure(s), part(s), material. If the necessary information, disclosure(s), part(s), material is not received from the Customer, there shall be an automatic extension of time for HKFP to deliver its service for a time no less than the time taken for the Customer to supply the necessary information, disclosure(s), part(s), material of delivery. If due to the absence of the necessary information, disclosure(s), part(s), material required by HKFP renders it significantly more difficult for HKFP to execute its service, HKFP has the right to terminate the assignment with immediate effect at no liability for any loss or damages suffered by the Customer, and the Customer shall settle the balance of the payable sum for the total amount of work rendered carried out by HKFP between the commencement of its service under the Agreement for Service, until the actual time of termination.
35. If the Customer is dissatisfied with any service provided by HKFP, the Customer shall first communicate to HKFP in writing within fourteen (14) days from the date of delivery of the related service, and shall specify any specific parts of any delivered material that require amendment. HKFP reserves the right to request additional payment for any requested amendment made where such request were not communicated in writing to HKFP at the time

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of enquiry for services, were not communicated in writing to HKFP at the time when HKFP requested for any further information, disclosure(s), part(s), material; or whereupon the Customer failed to communicate such requests within 14 days from the time of circulation of the first draft of the related material by HKFP.

36. In any event, any requested amendment made after 30 days of delivery of the agreed Service is shall be considered as a new enquiry for service and shall be dealt with in accordance with the usual procedure, and terms and conditions specified herein.

G. Misrepresentation

37. The Customer has the onus to make full, frank and complete disclosure when making such enquiry before the reaching of any Agreement of Services between the Customer and HKFP.
38. The Customer undertakes to HKFP that any information, documents, texts, or material of whatsoever nature shall not be direct or indirect misrepresentation of any truths and/or facts, and that such information, documents, texts, or material of whatsoever nature do not breach any laws of the Hong Kong SAR or the laws of any other jurisdiction, and that any breach of this term by any customer shall entitle HKFP to terminate any Agreement for Services between the said Customer and HKFP, and the said Customer shall indemnify HKFP of any damage or

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losses.

39. In order to ensure HKFP is able to perform any agreed language translation services or academic consultation services which entails administrating or processing any document or texts, the document or texts must be in clear and cannot be encrypted other than usual encryption during the transit or delivery of the document or text my electronic, technological or telecommunication means. The duty remains on the Customer to ensure that any document or texts are legible and clear to understand upon delivery thereof to HKFP.

No use or disclosure of unlawful material

40. The Customer undertakes to HKFP that any information, documents, texts, or material of whatsoever nature shall not be material retrieved from illegal source or by illegal means, obtained by fraud or unauthorized use by the Customer, do not breach any confidentiality terms or agreement(s) whether between the Customer and third parties or otherwise, do not infringe upon any intellectual property right(s), trade secret(s), trademark(s), or copyright(s) of the rightful owner, and represents to HKFP that the said Customer is the owner/ author of the material, or has direct rights and/or authorization from the owner or author to provide and disclose the same to HKFP. Any breach of this term by any Customer whether or not HKFP is/was in actual awareness of any infringement, unauthorized or unlawful conduct of the

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Customer in disclosing such information, documents, texts, or material of whatsoever nature:

- (i) Entitles HKFP to terminate any Agreement for Services between the said Customer and HKFP immediately, with no liability of HKFP for loss or damages towards the Customer; and/or
- (ii) the said Customer shall immediately indemnify HKFP and keep HKFP indemnified of any damage or losses rendered as a result of any third-party claims or actions made against HKFP, including the costs of HKFP in processing, administrating or defending any such third-party claims or actions made against HKFP.

H. Confidentiality, Data Privacy and Storage of Data

41. Confidential Material made available to HKFP in connection with an assignment shall be treated as strictly confidential and will not be disclosed by HKFP to any third party without the approval of the Customer save as to where such Confidential Material is required to be disclosed by law, be disclosed as evidence in court proceedings, arbitration proceedings, mediation, or be disclosed by court order, or by order of any state enforcement authority(ies) or officials. Confidential information does not include information that is or will be known to the public or that in any other way (unrelated to the assignment) that is yet nevertheless may

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be instructed as Confidential Material by the Customer to HKFP. In the event that HKFP breaches this term, a Customer shall be entitled to claim for damages against HKFP subject to any of the terms of the terms and conditions herein.

42. Should any Confidential Material be unintentionally given or made available to a Customer by HKFP, such Confidential Material shall be treated as strictly confidential and will not be disclosed by a Customer to any third party without the approval or authorization of HKFP save as to where such Confidential Material itself belongs to the said Customer or where such Confidential Material is required to be disclosed by law, be disclosed as evidence in court proceedings, arbitration proceedings, mediation, or be disclosed by court order, or by order of any state enforcement authority(ies) or official(s). In the event of any disclosure of any Confidential Material without the approval or authorization of HKFP, HKFP is entitled to institute and prosecute proceedings in any court of competent jurisdiction, either at law or in equity, to obtain damages for breach of this Agreement or to obtain equitable relief to enforce its rights hereunder. The Parties agree that monetary damages would not be a sufficient remedy for breach of the confidentiality and other obligations of this Agreement, and the Customer shall indemnify HKFP to the fullest extent by law against any and all losses, claims, damages, liabilities, obligations, penalties, judgment, awards, costs, expenses and disbursements, including all legal costs reasonably incurred by HKFP in connection with such unauthorized or unapproved disclosure by the Customer.

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43. Unless the Customer has requested in writing that HKFP to use a specific alternative mode(s) of communication and/or delivery and agreed by HKFP, HKFP shall not be deemed in breach of any duty(ies) of confidentiality as mentioned in these terms and conditions herein if delivering the Assignment/Service to the Customer is made via the same mode(s) of delivery used by the Customer in supplying the original and/or related material to HKFP, and in the event that a third party, platform owner, server owner, unauthorized person(s) or legal entity(ies) directly or indirectly obtains any Confidential Material by way of such delivery mode(s) whether by fraud, in the usual manner, course of business or affairs during the operation of or facilitation of such mode of delivery, HKFP shall be absolved of all duties and liabilities for any breach of confidentiality as mentioned in these terms and conditions, and the Customer shall waive all rights to claim for damages, compensation, payment whether by equity, law or otherwise against HKFP, and HKFP shall be absolved from all duties of confidentiality mentioned in these terms and conditions herein.
44. In the event that the Customer has requested in writing that HKFP use a specific mode of delivery or communication, and HKFP has agreed and adhered to such requested mode of delivery or communication as reasonably expected and in the event that a third party, communication platform owner, owner of the related server(s) of any communication platforms, unauthorized person(s) or legal entity(ies) directly or indirectly obtains any

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Confidential Material by way of such delivery mode(s) whether by fraud, in the usual manner, course of business or affairs during the operation of or facilitation of such mode of delivery, HKFP shall be absolved of all duties and liabilities for any breach of confidentiality as mentioned in these terms and conditions, and the Customer shall waive all rights to claim for damages, compensation, payment whether by equity, law or otherwise against HKFP, and HKFP shall be absolved from all duties of confidentiality mentioned in these terms and conditions herein, and/or any applicable rules or laws of privacy arising and in connection to HKFP's use of the said mode of delivery.

45. In the event that the Customer has requested in writing that HKFP use a specific mode of delivery or communication, however fails to provide necessary particulars, or such specific mode of delivery or communication is inaccessible by HKFP, unless the Customer provides any other alternative mode of deliver, otherwise HKFP shall utilize other forms of contact and communication platforms to render delivery of its service as supplied by the Customer, and HKFP shall not be held liable for not adhering to any specific mode of delivery as referred within any Agreement for Service.
46. In the event that the Customer has delivered, supplied, provided, made available any Confidential Material to HKFP whether pursuant to any enquiry or Agreement for Service or otherwise, via any communication platform utilized by HKFP to receive such Confidential

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Material, the Customer agrees and consents that such Confidential Material be stored at such communication platform utilized by HKFP, and the continued use of the said communication platform by HKFP which may lead to a third party, the communication platform owner, the owner of the related server(s) of such communication platform, unauthorized person(s) or legal entity(ies) directly or indirectly obtain such Confidential Material through such communication platform whether by fraud, in the usual manner, course of business or affairs during the operation of or facilitation of such mode of delivery, HKFP shall be absolved of all duties and liabilities for any breach of confidentiality as mentioned in these terms and conditions, and the Customer shall waive all rights to claim for damages, compensation, payment whether by equity, law or otherwise against HKFP, and HKFP shall be absolved from all duties of confidentiality mentioned in these terms and conditions herein, and/or any applicable rules or laws of privacy.

47. In the event that the Customer or HKFP has elected to use any communication platform(s) by third party providers, both the Customer and HKFP shall consent to the terms and conditions of use of the said communication platforms, including any terms of privacy, data storage and confidentiality that are termed by the third party provider, and the Parties shall not hold each other liable for any disclosure of Confidential Information to such third party providers whether directly or indirectly during and throughout the use of such communication platform(s), and where such Confidential Information or related data is retained, saved or stored on to such

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communication platform(s).

48. All records of communication, information, personal information, personal contact information, documents, files, data, facts, knowledge, material supplied, sent, delivered, communicated to HKFP by any Customer, whether Confidential Material or otherwise, shall be collected, stored and retained by HKFP whether by way of electronic, softcopy or hardcopy via any communication platform, platform, server, computer device utilized by HKFP, and such information, documents, files, data, facts, knowledge, material supplied, sent, delivered, communicated to HKFP by any Customer shall be retained by HKFP for no more than 7 years and then erased, deleted or destroyed by HKFP, save as to any data, information, material, documents, files, know-how, knowledge, methods, glossary(ies), translation memory(ies) created by HKFP during the administrating, processing, provision of service in relation to the Assignment pursuant to any Agreement for Service that any Customer has authorized and consented for HKFP to have absolute benefit and use thereof, pursuant to the these terms and conditions, of which HKFP is at liberty to retain such data, information, material, documents, files, know-how, knowledge, methods, glossary(ies), translation memory(ies) indefinitely.
49. To the extent HKFP collects, stores and processes any personal data on behalf of the Customer the terms of the Personal Data (Privacy) Ordinance, Cap 486 of the Laws of Hong Kong (PDPO)

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shall apply subject to and in conjunction with any specified terms and conditions as stated herein.

50. The Customer upon his/her/its disclosure, provision, delivery or supply of any material containing personal data of any subjects whether in relation to the Customer or in relation to third parties, represents to HKFP that he/her/it is the data user and controller of the said material containing personal data, and has obtained all necessary authorization and consent by the data subjects where such personal data belongs or pertains to, and in any event it shall be the Customer's obligation to obtain the necessary authorization and consent from data subjects mentioned in any material containing personal data of the data subjects sent to HKFP for processing, administrating and storage pursuant to the consideration of any enquiry for Service or any Agreement for Service. In the absence of any authorization and consent from data subjects rendering any claim or dispute which may or may not involve HKFP, the Customer shall immediately indemnify HKFP and keep HKFP indemnified of any damage or losses rendered as a result of any third-party claims or actions made against HKFP, including the costs of HKFP in processing, administrating or defending any such third-party claims or actions made against HKFP.

51. Before the sending, disclosure, provision, delivery or supply of any documents or material containing personal data of any subjects whether in relation to the Customer or in relation to

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third parties to HKFP, the Customer must take all measures and steps in anonymising or redacting any personal data referred to in such documents or material in the event that no prior authorization and consent has been obtained by the Customer from data subjects to disclose such personal data, so as to render the content of the data subject's personal data can no longer be attributed to a specific data subject. Where such anonymising or redacting has not been rendered by the Customer prior to the sending, disclosure, provision, delivery or supply of any documents or material containing personal data of any subjects, the Customer represents to HKFP that the necessary consent and authorization has been duly obtained by the Customer from the data subjects.

52. Whereas HKFP shall use all reasonable endeavors to erase, delete or destroy upon the expiration of the period of retention over any records of communication, information, personal information, personal contact information, documents, files, data, facts, knowledge, material supplied, sent, delivered, communicated to HKFP by any Customer, whether Confidential Material or otherwise, however the Customer shall not hold HKFP liable for any unintended breach of its obligation to erase, delete or destroy such records of communication, information, personal information, personal contact information, documents, files, data, facts, knowledge, material supplied, sent, delivered, communicated to HKFP by any Customer, whether Confidential Material or otherwise, and the Customer hereby waives against HKFP all liability(ies) for any residual storage or retention of such records of communication,

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information, personal information, personal contact information, documents, files, data, facts, knowledge, material supplied, sent, delivered, communicated to HKFP by any Customer, whether Confidential Material or otherwise that is held by any owner(s) or third party providers of any communication platform(s) utilized by either of the parties during communication, engagement, enquiry, processing, provision, supply and delivery of any service whether pursuant to any Agreement for Service or otherwise.

Ownership and right(s) of use of any Final Product

53. The Final Product of any Assignment or produced in pursuant to any Agreement for Service that has been submitted to the Customer shall be the property of the Customer for unconditional use subject that the Customer has paid and HKFP have received full payment of service in relation to the said Final Product. However, the Customer authorizes and consents for HKFP to have absolute benefit and use of any data, information, material, documents, files, know-how, knowledge, methods, glossary(ies), translation memory(ies) created by HKFP during the administrating, processing, provision of service in relation to the Assignment pursuant to any Agreement for Service.

Termination

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54. Notwithstanding HKFP's legal rights to claim for damages or other forms of relief, in the event the Customer terminates an assignment or an Agreement for Service prior to actual delivery of any Final Product, subject that any initial deposit paid to HKFP shall not be refundable, and the Customer shall compensate HKFP for the contractual value of all works that have already been carried out prior to any notice of termination actually received by HKFP, and shall pay damages to HKFP of all consequential costs, loss and damages arising as a result of such termination by the Customer, including but not exclusive of any loss of expected revenue, commission, payment intended to be received from any third parties.
55. Within 7 working days of receiving any notice of termination, HKFP shall report to the Customer the time and description of work that has already been rendered prior to receiving the Customer's notice of termination, and issue an invoice to the Customer for the chargeable fee calculated in accordance to the terms and rates as specified in the Agreement for Service, or in the absence of any specified rate, being the reasonable estimate sum based upon the amount of work completed in proportion to the total value of consideration under the Agreement for Service. The time, description of work, and payable fee as communicated by HKFP shall be final, notwithstanding HKFP's absolute discretion to entertain negotiations thereof.

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56. Within 3 months from the time HKFP is able to ascertain its consequential costs, loss and damages arising as a result of such termination, HKFP shall communicate to the Customer on the sum of such consequential costs, loss and damages, and the Customer shall pay to HKFP within 28 days of receiving such communication the related sum demanded by HKFP.
57. All notice of termination shall be in writing with sufficient particulars including the name of the Customer and identification of the related Agreement for Service that is being terminated, and shall be sent to the receiver via the mode of communication that has been agreed for delivery of any intended Service, or in the alternative via the written mode of communication that has been frequently utilized by the parties during any former communication.

I. EXCLUSION & LIMITATION of liabilities

58. In addition to any exclusion or limitations of liability as mentioned in these terms and conditions contained herein, HKFP shall not be liable to any Customer for any of the following claims by a Customer or any third party attempting to claim on behalf of the Customer:
- (a) damages and/or compensation for loss of production, loss of business, or loss of revenue or profit suffered by the Customer;
- (b) damage and/or compensation of any purely economic nature, claimed or alleged to have been

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suffered by the Customer;

(c) damages and/or compensation payable by the Customer to third party(ies) due to the Customer's own existing obligations to such third party(ies);

(d) any other direct or indirect damage suffered by the Customer.

(e) in the event of delivery of an document, data, information or material related to any Assignment or delivery of any Final Product or Assignment pursuant to the Agreement for Service, that has been delivered by electronic means or stored on to any hardware data storage medium such as disc(s), USB(s), electronical device(s), portable drive or any other device(s), HKFP shall not be held liable for any damage caused by any computer virus, technical or technological deficiency(ies), malfunction(s) or defect(s) whether such computer virus, technical or technological deficiency(ies), malfunction(s) or defect(s) were due to the fault or negligence of any Customer, third party, producer, supplier.

(f) in the event of delivery of an document, data, information or material related to any Assignment or delivery of any Final Product or Assignment by HKFP pursuant to the Agreement for Service, that has been delivered by electronic means or stored on to any hardware data storage medium such as disc(s), USB(s), electronical device(s), portable drive or any other device(s), HKFP

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shall not be held liable for any damage caused by any computer virus, technical or technological deficiency(ies), malfunction(s) or defect(s) unless such computer virus, technical or technological deficiency(ies), malfunction(s) or defect(s) were caused due to the fault of HKFP, in which case HKFP shall where possible provide an alternative copy of the said Final Product or Assignment by utilizing alternative hardware data storage medium such as disc(s), USB(s), electronic device(s), portable drive or any other device(s) as HKFP sees fit of which the Customer shall agree as adequate delivery of the Final Product or Assignment. If HKFP fails or is by any reason unable to deliver the said Final Product or Assignment by utilizing alternative hardware data storage medium such as disc(s), USB(s), electronic device(s), portable drive or any other device(s), HKFP shall be liable to pay damages to the Customer limited only to the sum equivalent the total value of the Assignment pursuant to the terms of any Agreement for Service or in the case where the value of the Assignment is charged under any hourly rate of service, such damages being calculated to the actual hours of work rendered by HKFP in completing the Assignment, and no other further damages.

- (g) In order to be able to provide entitlement to compensation, any claim for damages shall be submitted to HKFP in writing as soon as possible after the damage has been discovered, and no later than 3 months after completion of the Assignment.
- (h) In any event, HKFP shall not be liable for damages suffered as a result of any fraudulent or criminal activities perpetrated against HKFP, including but not limited to e-mail and data

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hacking, unauthorized access by third parties, data theft or any other form of cybercrime.

J. Force majeure

59. HKFP shall not be held responsible for any loss caused if HKFP or its staff are late in delivering an Assignment or its service pursuant to any Agreement for Service due to unforeseen circumstances beyond the control of HKFP or its staff, including but not limited to illness, fire, stroke of lightning, natural disaster, strike, boycott, industrial conflict, war, mobilisation or unexpected call-up for military service, exchange currency restrictions, insufficient or deficient power supply, telecommunications including network communications, insurrection and riots or any other comparable circumstance or unanticipated Government action.

K. Governing Laws and Arbitration Clause

60. The laws of the Hong Kong SAR shall be the law of jurisdiction that shall govern the enforcement and/or interpretation of these Terms and Conditions and any Agreement for Services as entered between any Customer and HKFP.

61. Any dispute, controversy, difference or claim arising out of or relating to agreements made

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with HKFP, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.

62. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The arbitration proceedings shall be conducted in English.

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