



## TERMS AND CONDITIONS

**The following terms and conditions shall be applicable when engaging private online French lessons for adults:**

### **A. 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.

### **B. 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.
Assignment	The nature of work and services rendered or to be rendered by HKFP with reference to the “Services” as specified hereinbelow.

**Hong Kong French Papers Limited**



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 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 “student,” “customer,” “user” or “client” in these terms and conditions shall confer the same meaning, being reference to the said legal entity (entities), person (persons).

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 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.

**Hong Kong** French Papers Limited

Business Registration N° 74856227



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:

- (a) Online French language lesson service, whether via one-on-one or via group online French language lessons as agreed between customer(s) and HKFP;
- (b) Examination related tutoring and preparation services in the form accepted by HKFP and the Customer as agreed between the Customer and HKFP;
- (c) Bespoke tutoring services, tailored to the needs of individual Customers for different contexts and in the form agreed by HKFP and the Customer;
- (d) All services are intended to be provided to adults and professionals.
- (e) Customers or Students shall not receive any accreditation, award or certificate from HKFP upon completion of its services, nevertheless HKFP may upon request issue any letter(s) to third parties to verify individual Customer or Student attendance of private French lessons provided by HKFP on a

**Hong Kong** French Papers **Limited**

Business Registration N° 74856227



discretionary basis.

Student	Student shall refer to the individual receiving the service and attending the lessons provided by HKFP, which may or may not refer to the Customer dealing with and payment for the services of HKFP.
Tutor/Teacher	All Tutors responsible in delivering any Service as agreed between the Parties are employed by HKFP.  HKFP shall reserve the right to sub-contract any teacher(s) and tutor(s) in the provision of its Service.
Teaching material	Includes any paper, books, soft copy documents whether in Word or PDF format, supplied by HKFP for the purposes of carrying out any lessons and the provision of its services to its customers. All teaching material unless otherwise specified upon the provision of material(s) to the Customer/Student shall be material devised by and belong to HKFP.

### **C. Effecting the Agreement of Services**

2. All Agreement of Services must be entered and agreed between any Customer

**Hong Kong French Papers Limited**

Business Registration N° 74856227



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 conditions, 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
  - (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) Description of existing language capability in French, including level of reading, writing, and speaking;
  - (vi) Particulars of any language certificates, studies, degree, diplomas attained by the Customer

**Hong Kong French Papers Limited**

Business Registration N° 74856227



- (vii) Particulars of the requested timeframe to complete the service;
  - (viii) Submission of any draft, document, specimen of text;
  - (ix) Any other relevant information.
4. Submission of any enquiry for service shall be made by the Customer 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 an enquiry to enable HKFP to reply with any quotation of price, tutoring package or hourly rate of service 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.

**Hong Kong French Papers Limited**

Business Registration N° 74856227



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 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.

**Hong Kong French Papers Limited**

Business Registration N° 74856227





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 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.

#### **D. Payment and Deposit Fees**

11. Where the Customer and HKFP have agreed upon a package service whereupon HKFP shall provide an agreed number of lessons for an agreed price per lesson,

**Hong Kong French Papers Limited**



prior to the commencement of providing such service, HKFP must receive full lump-sum deposit of the total number of lessons as agreed under the parties' Agreement, which must be paid by the Customer into HKFP's designated bank account. HKFP shall thereafter give credit and deduct from such lump-sum payment the equivalent value of each lesson upon completion of each lesson, being delivery of its service in accordance with parties' Agreement.

12. 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.
13. 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 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 about 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.
14. All fee(s), or chargeable hourly rates proposed by HKFP in reply to any enquiry



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

15. It shall be a term of any Agreement for Service that the Customer shall pay the necessary fees in accordance with 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 not commence with or 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.
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 payment record specifying the Student's name, date of transfer and invoice number to HKFP when requested 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 to provided to the respective Customer/ Student.

**Hong Kong** French Papers **Limited**

Business Registration N° 74856227



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, 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 because 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.

**E. Invoice for payment**

19. 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.

20. HKFP will only arrange days and times of any online lessons only after the

**Hong Kong French Papers Limited**



payment is made and will not commence any of its Services until full payment according to the Invoice is received.

**F. Lessons arrangements, cancellations, no shows and Customer Termination**

21. Dates and times of online lessons are arranged in accordance with Hong Kong local time (GMT + 8 hours) and agreed in association with each Agreement with the Customer.
22. Lessons shall usually take place via Zoom software or any other application as chosen and notified by HKFP to the Customer, and online lessons shall always be launched from HKFP's related Zoom account or HKFP's account under any other application. HKFP shall inform the Customer all necessary login information and passcodes, and related invitation links upon arranging a lesson with the Teacher/Tutor.
23. Any intention to cancel attendance by the Customer to any scheduled lesson must be notified by email HKFP's designated email address. Notice of cancellation received no less than 24 hours before a scheduled lesson, shall entitle the customer to maintain his/her credit, and to reschedule attendance for an alternative lesson at a time that both suits HKFP and the Customer. This provision shall not be applicable in respect of any Customer engaging in group lessons.
24. Any notice of cancellation received less than 24 hours prior to the time of the

**Hong Kong French Papers Limited**

Business Registration N° 74856227



scheduled lesson, or failure to show up or attend any lesson(s) without any prior notice shall not entitle the customer to maintain any of his/her credit in respect of the said lesson, and the related fees shall be automatically deducted from the Customer's credit according to the terms of fees of the parties' Agreement.

25. For individual one-on-one lessons, if the Student is not present for his/her lesson within 15 minutes from the due time of commencement of the scheduled lesson, the lesson will be deemed cancelled, and the Student will be charged in full of his/her credit for the said lesson deducted according to the terms of fees of the parties' Agreement.
26. For group lessons, the Student shall not be entitled to any rescheduling arrangements if they are late for any lessons, and the Student will be charged in full of his/her credit for the said lesson deducted according to the terms of fees of the parties' Agreement.
27. For group lessons, if the Student or Customer cancels his or her attendance for a scheduled lesson, the related fee for that individual Student or Customer shall be refunded, and the said Student or Customer shall not be entitled to a rescheduled lesson.
28. If for any reason HKFP cancels the lesson less than 24 hours before a scheduled lesson, the Customer will be credited with an extra complimentary lesson to make up for any inconvenience caused. The Customer shall not be entitled to a refund,

**Hong Kong French Papers Limited**



any damages or claim compensation. This provision applies to those Customer(s) receiving services from HKFP for individual private French lessons and shall not be applicable in respect of any Customer engaging in group lessons.

29. The Customer is entitled to terminate an entire Agreement and be entitled to a full refund where a written notice of termination has been sent to and received by HKFP prior to the commencement of his/her first online lesson provided that such written notice of termination is received by HKFP no less than 24 hours before the scheduled first lesson related to the Agreement, whether such lesson is an individual or a group lesson. HKFP shall then refund all related fees paid by the Customer in accordance with the Agreement to the Customer within 7 working days of receiving such notice of termination.
30. Customers are entitled to terminate and shall be entitled to a refund of any value of the remaining lessons where they have purchased any pre-paid package of lessons anytime where no less than 24-hour notice for refund has been given by the said Customer to HKFP.
31. HKFP retains the right to remove student(s) from any of its courses, suspend or terminate any service to any student(s) should they use insults, display nudity, engage in offensive comments, language or behavior in class including but not exclusive of reference to religion, gender, sexual orientation, ethnicity or discriminatory of any kind, and/or use of any swear words of any kind, and/or engagement of any bullying act towards another tutor or student. In such cases,



there will be no refund of any previous payment made to HKFP.

32. HKFP retains the right to remove student(s) from any of its courses, suspend or terminate any service to any student(s) should they:

- (a) be repeatedly late of more than 15 minutes on multiple occasions;
- (b) having consistently poor internet and hardware making teaching nearly impossible;
- (c) not paying attention and multitasking during classes

In such cases, there will be no refund of any previous payment made to HKFP.

**G. Customer's duty to attain the necessary equipment to attend online lessons**

33. Save and except for any material other than any specific teaching material , which may include any audio document, videos, PDFs, JPEG images, Word documents, links to websites shared to students, supplied for the purposes of each lesson, HKFP shall not be responsible in providing any computer(s), electronic item(s), material(s), software, accounts, equipment(s), or tool(s) of whatever nature to access such teaching material Customers. The onus is on the Customer to ensure he or she has the necessary means to access and utilize such teaching material.

**Hong Kong French Papers Limited**

Business Registration N° 74856227





34. It shall be the Customer's responsibility to ensure that he/she can access the online link to the online lesson(s) as provided for by HKFP, and ensure that he/she has:

- (a) Minimum of 3 megabytes per second download speed broadband internet connection
- (b) Desktop computer / laptop / tablet
- (c) Related headset or sound equipment
- (d) A 5 Megapixel web camera
- (e) Access to Zoom software, his/or her Zoom user account
- (f) Access to any other application software designated by HKPF in carrying out the online lessons, and his/her own account to the said application software

35. HKFP shall not bear any responsibility for the quality of the Customer's own internet connection, or the Customer's accessibility to her own application account.

#### **H. Quality of Service**

36. The online lessons of HKFP shall be carried out with reasonable accuracy and care by qualified and designated personnel as specified in the Agreement between both Parties.



37. HKFP shall follow its code of conduct whenever providing its services to Customers and Students.
38. The Customer shall provide and deliver to HKFP with any such information requested by HKFP in time and for HKFP to carry out its service(s) in accordance with the Agreement. HKFP shall notify the Customer if it is not in receipt of the information required. Failure by the Customer to provide such information requested by HKFP may suspend further negotiations for services between the Customer and HKFP, until such information is obtained by HKFP.
39. The Customer shall ensure that HKFP receives any information concerning any learning disabilities that the Customer or Student may or may not have prior to the issuance of any quotation by HKFP to the Customer, to ensure that HKFP is able to provide suitable service, or that it can make the necessary arrangements or recommended service when negotiating any Agreement for Service with the Customer. Learning disabilities include but are not exclusive of sufferance of dyslexia speech difficulties or hearing difficulties. HKFP shall not be liable for any significant omission of facts or information by the Customer whatsoever. HKFP reserves the right to terminate any of its services in the event of discovery of any such learning disabilities, including refunding any paid fees to the Customer, and shall not be further liable to any damages or compensation demanded by the Customer.
40. In the event of sickness, illness, absence, or termination of employment between

**Hong Kong French Papers Limited**

Business Registration N° 74856227



HKFP and any designated Tutor, HKFP shall have full discretion in the decision to assign any alternative personnel, staff or tutor or to postpone or reschedule any lesson.

## **I. Force Majeure**

41. HKFP shall not be held responsible for any loss caused if HKFP or its staff are unable to offer a scheduled online lesson 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 or change of laws. Whereupon such events continue and persist for more than 6 months, HKFP shall be entitled to terminate any Agreement between any Customer without refund and the Customer shall waive all rights to compensation against HKFP arising from any Agreement between the said Customer(s) and HKFP.

## **J. Termination**

42. Subject to and without prejudice to any specific terms giving rise to the right of termination of either party as mentioned in these Terms and Conditions, the following termination clauses shall apply.

**Hong Kong French Papers Limited**



43. Notwithstanding HKFP's legal rights to claim for damages or other forms of relief, in the event the Customer terminates an Agreement for Service prior to completion of any service, any initial deposit paid to HKFP shall not be refundable and the Customer 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.
44. Within 3 months from the time HKFP can 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.

#### **K. Ownership and right of use of lesson material**

45. The teaching material supplied by HKFP to the Customer is the property of the Customer for his/her own private use, subject to HKFP having received full payment. However, this agreement does not transfer to the Customer any intellectual property owned by HKFP related to the teaching material. The customer's access to this material grants him no right or license to reproduce, share with third parties or distribute any of the teaching material supplied by

**Hong Kong French Papers Limited**



HKFP. Any breach of this term shall entitle HKFP to immediately terminate any services with any Customer, and the Customer shall indemnify HKFP of all loss and damage rendered because of such breach.

#### **L. No Recording or Image Taking**

46. It shall be a term of any Agreement that a Customer shall not to record the conduct of any online lessons carried out by HKFP's personnel, nor take any images, photos or records during the conduct and attendance of the any online lessons. Any breach of this term shall entitle HKFP to immediately terminate any services with the said Customer, and the Customer shall indemnify HKFP of all loss and damage rendered because of such breach.

47. It shall be a term of any Agreement that a Customer shall not directly or indirectly assist or enable a third party to record the conduct of any online lessons carried out by HKFP's personnel, nor take any images, photos or records during the conduct and attendance of the any online lessons. Any breach of this term shall entitle HKFP to immediately terminate any services with the said Customer, and the Customer shall indemnify HKFP of all loss and damage rendered because of such breach.

#### **M. EXCLUSION & LIMITATION of liabilities**

48. 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

**Hong Kong French Papers Limited**



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 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.

**Hong Kong** French Papers **Limited**

Business Registration N° 74856227



(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 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), electronical 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), electronical 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.

**Hong Kong** French Papers **Limited**

Business Registration N° 74856227



(g) 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.

#### **N. Confidentiality, Data Privacy and Storage of Data**

49. 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 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.

50. 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

**Hong Kong French Papers Limited**

Business Registration N° 74856227





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 fully indemnify HKFP 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.

51. Unless the Customer has requested in writing that HKFP to use a specific alternative mode(s) of communication 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 communication to the Customer is made via the same mode(s) of communication used by the Customer in contacting or 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.

52. 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 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 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.

**Hong Kong French Papers Limited**



53. 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 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.
54. 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 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

**Hong Kong** French Papers **Limited**



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.

55. 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 communication platform(s).
56. 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.

57. 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) shall apply subject to and in conjunction with any specified terms and conditions as stated herein.
58. 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

**Hong Kong** French Papers Limited

Business Registration N° 74856227



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.

59. 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 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.
60. Whereas HKFP shall use all reasonable endeavors to erase, delete or destroy

**Hong Kong French Papers Limited**

Business Registration N° 74856227



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, 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.

#### **O. Governing Laws and Arbitration Clause**

61. 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.

**Hong Kong French Papers Limited**

Business Registration N° 74856227



62. Any dispute, controversy, difference or claim arising out of or relating to agreements made 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.
63. 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.