

# General Terms & Conditions



Office Address:  
Unit 7A, Infotech Centre, 21 Hung To Road,  
Kwun Tong, Kowloon, Hong Kong  
Tel: (852) 2600 9128 Fax: (852) 3954 5758  
Email: enquiry@OneClickGoLive.com

## 1. DEFINITIONS

1.1. Initial capitalised terms used herein shall have the same meaning as ascribed in the Quotation and any other documents comprising this Agreement, as well as those defined herein below:

- (a) **"Agreement"** means the Quotation, this General Terms & Conditions and any other documents relevant for the provision of the Service.
- (b) **"Applicable Laws"** mean (i) those laws, regulations, orders, sanctions (including without limitation economic or financial sanctions and trade embargoes) and, if they have the force or effect of law, those policies and guidelines, of any international body, country, region or state which OCGL is obliged to comply, and/or (ii) any laws and regulations in any jurisdiction that govern the contents or material streamed or broadcasted via the Service, including without limitation laws relating to defamation, obscene or pornographic materials, national security, or for protection of Third Party Rights.
- (c) **"Customer"** means the customer of OCGL as specified in the Quotation.
- (d) **"Fees"** means the fees payable by the Customer pursuant to this Agreement as specified in this Agreement.
- (e) **"OCGL"** means One Click Go Live Limited, which is a Hong Kong company with its registered address and notice address at Unit 7A, Infotech Centre, 21 Hung To Road, Kwun Tong, Kowloon, Hong Kong, and which has the telephone number of (852) 2600 9128 and fax number of (852) 3954 5758, with its notice attention person being the Chief Executive Officer.
- (f) **"Parties"** means collectively, OCGL and the Customer, and a **"Party"** means either of them.

- (g) **"Period"** means the duration of the Project.
- (h) **"Project"** means the project as specified in the Quotation, being the subject matter of the Service.
- (i) **"Quotation"** means the quotation entered between OCGL and the Customer for the Service.
- (j) **"Service"** means the service to be provided by OCGL to the Customer as specified in the Quotation.
- (k) **"Third Party Rights"** means the rights of any third party, including but not limited to intellectual property rights and confidentiality rights.

1.2. References to "Clauses" shall mean the clauses of this General Terms & Conditions.

1.3. Any word denoting the singular number only shall include the plural number also and vice versa.

1.4. Any word denoting a person shall include the entity of a corporation, company, association, partnership, or a similar entity or body corporate or unincorporated.

1.5. The clause headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

## 2. PROVISION OF SERVICE

2.1. OCGL shall provide to the Customer, and the Customer shall use and pay for the Service, subject to the provisions of this Agreement.

2.2. Provided the Customer is not in default under this Agreement, OCGL shall not interfere with the Customer's use of the Service, save as expressly provided for in this Agreement.

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- 2.3. OCGL does not guarantee the performance of the 4G SIM and/or the broadband network (if included), as it will be affected by many factors which OCGL cannot control.
3. PAYMENT OF FEES
  - 3.1. The Customer shall pay OCGL the Fees to the bank account of OCGL as OCGL may specify in writing from time to time.
  - 3.2. Unless otherwise specified, the Fees shall be payable in Hong Kong dollars.
  - 3.3. If “black” rainstorm warning or typhoon signal no. 8 or above is in effect or extreme conditions caused by typhoon persists in Hong Kong two hours before the event set up time and during the event, the Customer shall pay OCGL an additional 50% of the project amount set out in the Quotation for the work arrangement, i.e. the Fees payable by the Customer to OCGL for the Project shall be 150% of the project amount set out in the Quotation.
  - 3.4. OCGL shall deliver invoice(s) and direct all its payment-related enquiries to the Customer’s billing contact specified in the Quotation. Invoice(s) will only be delivered by email unless the Customer requests OCGL for delivery by post as well.
  - 3.5. The payment of the Fees shall be paid in full in freely transferable funds for same day value without set off, counterclaim, deduction or withholding, whether on account of taxes imposed on the Customer or OCGL or otherwise howsoever. All payments made hereunder by the Customer shall be non-refundable unless otherwise provided for in this Agreement.
  - 3.6. The Customer shall not withhold any payment of the Fees even in the event of any dispute. OSGL shall refund any overpayments to the Customer if the dispute is resolved in the Customer’s favour.
- 3.7. Any late payment by the Customer of any amount payable under this Agreement will be subject to interest at 2.0% per month, prorated daily.
4. ADDITIONAL REQUIREMENTS
  - 4.1. The Fees shall be for the provision of the Services for the Project as stated in the Quotation only.
  - 4.2. For any further enhancement or feature developments not covered in the Quotation, the Parties shall enter into a separate Quotation upon mutual agreement.
5. NON-ASSIGNMENT
  - 5.1. The Customer shall not assign, sublease, sub-utilise or sub-provide any right or delegate any obligation hereunder except with the prior written consent of OCGL, which consent may be withheld or conditioned in OCGL’s discretion.
  - 5.2. OCGL may assign any right, interest, and receivable under this Agreement upon notice to the Customer.
  - 5.3. Subject to Clauses 5.1 and 5.2, this Agreement shall be binding on and shall inure to the benefit of any successors and permitted assignees of each Party.
6. COMPLIANCE WITH APPLICABLE LAWS
  - 6.1. The Customer’s use of the Service shall comply with the Applicable Laws, including in relation to contents or material being streamed or broadcasted. The Customer shall obtain all necessary licences, permits, approvals and concession that are necessary for the any contents or material streamed or broadcasted.
  - 6.2. OCGL does not control the contents or material streamed or broadcasted using the Service. The Customer has sole responsibility for monitoring or controlling the content or material to ensure compliance with Applicable Laws. The Customer warrants and undertakes to OCGL that the contents or material streamed or broadcasted using the

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Service do not and will not violate any Applicable Laws and/or Third Party Rights.

6.3. In the event (a) of any violation of any Applicable Law or Third Party Right; or (b) the Customer's contents or material streamed or broadcasted using the Service puts OCGL or any of its assets, officers or employees at the risk of being subject to criminal, sanctions, civil or similar proceedings, then without limiting OCGL's rights to remedy the situation, upon OCGL's request, the Customer shall promptly remedy the situation by whatever means including ceasing and desisting from using the Service if necessary.

6.4. In the event that OCGL is required by court or governmental or regulatory authority to desist from live-streaming or broadcasting of any contents or material, being the subject matter of the Service, OCGL will give notice to the Customer and may suspend the use of the Service. Unless prohibited from doing so, OCGL will first discuss with the Customer as to how suspension may be avoided (but without prejudice to OCGL's rights hereunder).

## 7. SUSPENSION AND TERMINATION

7.1. In the event of any default by the Customer, OCGL shall be entitled to suspend the use of the Service in its discretion (including partially or temporarily) until the Customer remedies the default, including events of default where the Customer:

- (a) fails to pay any Fees or instalment(s) of the Fees, or any other payment under this Agreement, by the relevant due date(s); or
- (b) is otherwise in material default of any obligation under this Agreement (including without limitation the representations and warranties in Clause 11) and the Customer has not remedied such default within seven (7) days after the date of the default (the "**Default Notice**"), PROVIDED THAT in respect of any default under Clause 6.4, if such default is not remedied forthwith upon receipt of a Default Notice; or

(c) makes a general assignment for the benefit of its creditors, or shall be adjudicated as bankrupt or insolvent, or shall voluntarily or otherwise file a petition for its dissolution or winding up or pass a resolution to effectuate the same, all of which (unless for the purpose of a solvent reconstruction) shall be deemed as a default of the Customer upon a Default Notice being issued in respect thereof.

7.2. For the avoidance of doubt, the obligations of the Customer under this Agreement, including payment of the Fees, shall not be affected in any way during such period of suspension under Clause 7.1, and OCGL shall not be responsible to the Customer for any direct, indirect, consequential, reliance or other damages whatsoever as a consequence of such suspension.

7.3. In the event that the Customer fails to remedy its default to OCGL's satisfaction after the relevant event of default or as specified in the Default Notice (whether the Service was suspended or not), OCGL shall be entitled to treat such failure as a repudiation of this Agreement and give notice to terminate this Agreement and the Customer's use of the Service immediately.

7.4. Notwithstanding the above, if it is apparent that the Customer is unable or unwilling to remedy such default, then OCGL shall be entitled to treat such inability or unwillingness as a repudiation of this Agreement and give notice to immediately terminate this Agreement and the Customer's use of the Service without any suspension or notice period and to recover from the Customer the outstanding Fees.

7.5. All outstanding Fees must be settled by the Customer within five (5) business days from the date of termination of this Agreement. OCGL may, at its sole discretion, recover from the Customer any administration fee and/or costs incurred due to the termination.

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7.6. Notwithstanding termination or expiration of this Agreement, any clause intended to survive the termination or expiry of this Agreement shall do so (including without limitation, Clause 7 (Suspension and Termination), Clause 10 (Indemnification) and Clause 12 (Confidentiality)).

## 8. INTELLECTUAL PROPERTY RIGHTS AND MARKETING

8.1. Notwithstanding any other provisions in this Agreement, OCGL shall be permitted to promote the live streaming event before and after the Project, as well as use the relevant artwork, photos and footage from the event, including the Customer's logos, trade names and/or trademarks in marketing materials of OCGL and/or its affiliated company(ies).

8.2. OCGL retains all ownership and other intellectual property rights and interests in and relating to any and all object and source code, designs, ideas, know-how, methodologies, technologies, techniques, viewership data and documentation materials created, developed or used in this Project or derivative works thereof under this Agreement except that OCGL acknowledges that all intellectual property rights subsisting in (i) all contents, materials or things including but not limited to the Customer's logos and key visuals supplied to OCGL by the Customer, and (ii) those which arise as a result of any activity of the Customer, any of its affiliates or their employees, agents or contractors under or in relation to this Project or as a result of the operation of the Project scope vest in the Customer and its affiliates on creation.

8.3. For the avoidance of doubt, the Customer has the responsibility to clear copyright with involved parties (if applicable). The Customer acknowledges that social media platforms may take down infringement of copyright-protected events without notice.

## 9. LIMITATION OF LIABILITY

9.1. The Customer assumes all risks associated with the use of the Project output. The Customer is solely

responsible for determining the appropriateness of use and assumes all risks associated with its use of the Project output (or its parts or source codes thereof), including but not limited to the risks of program errors, damage to equipment, loss of data or software programs, or unavailability or interruption of operations.

9.2. OCGL shall not be responsible for any risk, loss, damage or other liability in respect of any failure of network operation, loss of software, application programs or computer held data of any kind or any other defect arising out of any acts, omissions or negligence of any third party (including but not limited to those of OCGL, its employees, agents or sub-contractors) which are beyond OCGL's reasonable control.

9.3. In no event shall OCGL be liable for (i) any loss of profit, business revenue, goodwill, reputation or anticipated savings; (ii) damages in respect of special, indirect or consequential loss or damage of any kind; and/or (iii) any claim made against the Customer by any third party.

9.4. Without prejudice to other terms of this Agreement and notwithstanding any provisions which may suggest to the contrary, OCGL's maximum aggregate liability under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, including under any indemnity, shall in no circumstances exceed the amount of the Fees paid by the Customer pursuant to this Agreement.

## 10. INDEMNIFICATION

10.1. The Customer agrees to indemnify and hold harmless OCGL for any third party claims, actions or suits, as well as any related expenses, liabilities, damages, settlements, legal costs or other fees arising from the Customer's use or misuse of the Project output, or a violation of any terms of this Agreement, a violation of any Third Party Rights, or non-compliance with any Applicable Laws.

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## 11. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

11.1. Each Party represents and warrants to the other that:

- (a) it is a body corporate organised and existing under the laws of the state where the Party's registered or principal address is located, as specified for the Customer in the Quotation and for OCGL in Clause 1.1(e); and
- (b) all consents, licences and authorisations from all governmental and other authorities necessary for the performance by it of its obligations under this Agreement have been or will, by the time required therefor, be obtained and are or will be in full force and effect throughout the Period, and the Customer represents and warrants to OCGL that the use of the Service is not and will not be in contravention of any Applicable Laws.

11.2. The Customer undertakes to OCGL that:

- (a) it will provide a stable and safe area for operators to work on;
- (b) it will purchase and maintain reasonably adequate public liability insurance policy and, upon request, add OCGL as an additional insured to such insurance policy;
- (c) it will settle the utility charges required for the provision of the Service by OCGL at the designated venue (if any); and
- (d) the Service will not be shared with or assigned or sub-provided to any person or entity that is sanctioned by any authority anywhere, and that the Customer is not acting at the direction of any such person or entity.

11.3. The Customer further undertakes to OCGL that it shall not use any of the Service for illegal or improper purpose. The Customer understands and acknowledges that OCGL shall be entitled to

immediately suspend any provision of Service if OCGL necessary believes or suspects that such provision of Service is illegal or of improper purpose.

## 12. CONFIDENTIALITY

12.1. Each Party agrees that except as provided for in Clause 12.2, it will not disclose (directly or indirectly) the contents of or any document mentioned in this Agreement, or any information of a confidential nature exchanged between the Parties in connection with this Agreement (including any amendment thereto), to any other person, other than with the consent of the other Party or as may be required for any legal proceedings in accordance with Clause 14.2.

12.2. Each Party shall be entitled, to the extent reasonably necessary, and subject to any such disclosure being accurate, to disclose the terms of this Agreement and/or any information in connection herewith:

- (a) to any potential sub-users and/or assignees (if such potential is permitted), successors-in-interest, financiers, key investors, program suppliers, and technical, financial, legal and/or other professional advisers; and/or
- (b) as required by law, or as may be required by or to enable the Parties to make disclosure to its shareholders or any regulatory or governmental authority, including but without limitation the Hong Kong Stock Exchange;

PROVIDED THAT before making disclosure under Clause 12.2(a), the Party making the disclosure shall obtain from the person to whom disclosure is to be made a confidentiality undertaking in favour of such Party in terms similar to this Clause 12, and such Party shall be responsible and liable to the other Party for the compliance of such confidentiality undertaking.

12.3. The provisions of this Clause 12 shall not apply with respect to information which is in the public domain other than as a result of any breach of this Clause 12.

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## 13. NOTICES

- 13.1. Unless otherwise indicated, any notice to be provided under this Agreement shall be in writing and may be served personally, by mail or courier, or by facsimile to the respective notice attention person, notice address and facsimile number of each Party, as set out on the Quotation in the case of the Customer and as set out in Clause 1.1(e) in the case of OCGL. Such notice shall be deemed effective upon being served personally, or seven (7) days after mailing by registered post or courier, or in the case of a facsimile at the time of successful despatch. In addition, any notice to be provided to the Customer under this Agreement may also be served by email to the Customer's email address as specified on the Quotation (or as communicated by the Customer to OCGL) and such notice shall be deemed effective upon the email being sent with no unsuccessful delivery response.
- 13.2. The Parties may give notice at any time to change their notice address, notice attention person and/or contact details.

## 14. GOVERNING LAW AND JURISDICTION

- 14.1. This Agreement and the rights and responsibilities of the Parties hereunder shall be subject to and be construed in accordance with the laws of Hong Kong.
- 14.2. The Parties agree to submit to the exclusive jurisdiction of the courts of Hong Kong.
- 14.3. A person who is not a party to this Agreement shall have no rights to enforce any of the terms of this Agreement regardless of any provision in the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong).

## 15. FORCE MAJEURE

- 15.1. Neither Party shall be held to have defaulted on its contractual obligations to the extent that its

performance has been hindered or prevented by a Force Majeure Event.

- 15.2. "Force Majeure Event" means an unforeseeable, irresistible occurrence without the fault or negligence of the party invoking the Force Majeure and which such party is unable to prevent or provide against by the exercise of reasonable diligence, including without limitation, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, rebellions, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms (including without limitation severe rainstorms, hurricanes and typhoons), tsunamis, earthquakes, volcanic activities, solar flares or sun outages with respect to satellite transmission interference, explosions, acts of God, extra-terrestrial factors, acts of terrorism, war, hostilities, military or usurped power, martial law or confiscation by order of any government or public authority or civil war, governmental actions, orders or directions of domestic or foreign courts, governmental agencies/departments or tribunals, or non-performance of third parties, satellite destruction, or any suspension or disruption of transportation or business operation (including but not limited to delays or disruption of the resumption of work or operation ordered by any government agency) in the event of a national or regional spread of epidemic or pandemic or quarantines (other than COVID-19 or its variants).
- 15.3. The Party invoking Force Majeure shall:
- (a) immediately notify the other Party in writing to the other Party;
  - (b) make every effort to remedy the cause of non-performance; and
  - (c) perform the entirety of its obligations as soon as the Force Majeure event has ceased.

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## 16. MISCELLANEOUS

16.1. Full Agreement: This Agreement and the documents contemplated hereby constitute the full understanding and agreement of the Parties concerning the subject matter hereof. Any prior oral or written agreements and understanding of the Parties concerning the subject matter hereof are hereby superseded and terminated.

16.2. Amendment: Unless expressly provided for herein, the terms and conditions of this Agreement shall not be varied except by written agreement signed by both Parties.

16.3. Relationship of the Parties: Nothing herein shall establish any partnership or agency relationship between the Parties, neither of whom shall have any authority, either express or implied, to make any commitment or representation on behalf of the other.

16.4. Expense: Each Party shall bear its own expenses in connection with the preparation and performance of this Agreement.

16.5. Language: All correspondence and notices in connection with this Agreement shall be given in the English language. If this Agreement is translated into any other language, the English language version shall be the official and prevailing version and the translated version shall be for reference only.

16.6. No Waiver: No waiver of any term, provision or condition of this Agreement shall be effective unless such waiver is written and signed by the waiving party. No omission or delay on the part of any Party in exercising any rights, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or of any other right, power or privilege. No act or course of conduct or negotiation on a Party's part or on its behalf will in any way preclude such Party from exercising any of that Party's rights

hereunder or constitute a suspension or any amendment of any such right.

16.7. Severability: If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

16.8. Time of the Essence: Time is of the essence in the performance of all of the Customer's obligations under this Agreement, subject to grace periods expressly provided for herein.

16.9. Counterparts: This Agreement may be executed in any number of counterparts, and delivered by way of courier, post, email or any other means of electronic transmission, each of which shall be deemed to have the same legal effect as an original and all of which together evidence the same agreement.