

# WWW-GL.COM General Terms and Conditions for Service

Upon applying for ordering, using, buying or licensing any Service from World Wide Web Global Limited by any means, the User shall be deemed agreeing with World Wide Web Global Limited everything contained herein.

- The following expressions shall have the following meanings in this Agreement unless the context requires otherwise.
  - "Agreement" means this General Terms and Conditions for Service;
  - "WWW-GL.COM" means World Wide Web Global Limited, its successors and assigns;
  - "Service" means any service, information content, software, media, advertising space, product or information provided or licensed by World Wide Web Global Limited;
  - "User" means any person, group, organization or company who uses or has requested to use or subscribe to the Service;
  - "Plan" means the service plan selected by the User for the Service;
  - "Fee" means any account setup fee, monthly fee, annual fee, usage charge, per-use charge, per-connection charge. Interconnection charge, service charge, storage charge, minimum charge, taxes, advertising charge, product price, invalid payment charge and other charges for the Plan selected by the User, together with any other applicable fee as may be charged by World Wide Web Global Limited from time to time in accordance with this Agreement;
  - "User Name" means any computer account assigned by World Wide Web Global Limited to the User for the use of the Service;
  - "Written Notice" means a written notice served by registered post;
  - "3<sup>rd</sup> Party Service" means any system, network, service, information content and information provider that are connected directly, indirectly, or could be accessed or reached through the Service;
  - "3<sup>rd</sup> Party Provider" means any person or organization that provide 3<sup>rd</sup> Party Service or any supplier, provider and licensor of World Wide Web Global Limited concerning the Service.
- The User shall use the Service for lawful purposes only and is not allowed to perform any act that contravenes the laws of Hong Kong or the laws of any relevant jurisdictions. Also, the User shall not use the Service to publish, distribute, transmit, circulate any material that is immoral, obscene, indecent, nuisance, offensive, defamatory, threatening, provoking, containing confidential information, anything contributing to fear or unrest to an ordinary and reasoned person or against the common interest of the public, or anything improper or inappropriate in the opinion of WWW-GL.COM. The User shall indemnify WWW-GL.COM and 3<sup>rd</sup> Party Provider against any loss and damage in respect of such illegality or improper uses.
- WWW-GL.COM shall notify the User of the commencement date of the Service. If the User does not receive such notification, or could not use the Service, within 14 days of service application, the Subscriber shall inform WWW-GL.COM immediately by telephone and Written Notice. If there is no such notification from the User, Fee shall run from the commencement date of the Service according to WWW-GL.COM's record, whether the User has or has not used the Service. WWW-GL.COM reserves the rights to accept or reject any application to use the Service without assigning or giving any reason.
- User may terminate the subscription of non-dedicated dial-up access service by a 30-day prior Written Notice and any other part of the Service, including but not limited to ISDN access, dedicated dial-up access, leased-line access, Web Page hosting, Domain Name hosting service, by a 60-day prior Written Notice serving on WWW-GL.COM. User may not terminate the Service without proper prior Written Notice or by serving prior Written Notice on a duration shorter than specified herein. The User shall be responsible for all Fees before a proper termination of the Service in accordance with this Agreement.
- The User shall pay WWW-GL.COM all Fees due to WWW-GL.COM in accordance with this Agreement, regardless whether the User has used or is still using the Service. Invoice or notice to the User for payment may be sent by any or a combination of e-mail, facsimile, mail or posting in an area of our World Wide Web Home Page (with proper access security). If payment is not received on or before the due date, a monthly interest of 2% shall be charged on the outstanding sum from the due date to the date of settlement. The User shall settle the payment due without any deduction or set off. The User shall notify WWW-GL.COM any change of address within 14 days by Written Notice serving on WWW-GL.COM.
- If User selects a Plan which stipulates for monthly charges, it shall be payable regardless whether the User has used the Service. If the User selects a Plan which stipulates for the payment of annual fee, the annual fee is payable in advance annually in one lump sum and will not be refundable in any case, regardless whether the User has used the Service. Any Fee or prepayment is not refundable. Unless there is manifest error, the record of WWW-GL.COM in respect of the charge payable by the User shall be conclusive and final and is not subject to dispute. Any free access time granted whether used or unused shall not be refunded in monetary term or otherwise. No unused free access time per month or per year may be carried forward to the following month or year respectively.
- The User is responsible for providing all equipment, software, services and circuits necessary to access the Service. WWW-GL.COM and 3<sup>rd</sup> Party Provider may grant to the User non-transferable license to use certain computer software as part of the Service or to access the Service. When any software is licensed to the User by WWW-GL.COM, the User shall be abided by the corresponding license of the software and shall not alter, modify, adapt, translate, de-compile, disassemble or reverse engineer the software nor attempt to do such thing. After the termination of the Service, the software license shall be terminate immediately and automatically.
- The User agrees to keep secret any access password in respect of the use of the Service, User Name of the right to use the Service is not transferable. The User shall be responsible and liable for and shall indemnify WWW-GL.COM and 3<sup>rd</sup> Party Provider against liability for any and all use of Service through any User Name or password assigned to the User.
- The User agrees to compile with all access restrictions or rules of conduct imposed by WWW-GL.COM and 3<sup>rd</sup> Party Provider from time to time. The interpretation of such restrictions and rules, and the interpretation of compliance, shall vest on WWW-GL.COM and the corresponding 3<sup>rd</sup> Party Provider.
- The Service is provided on an "as is" basis, without warranty of any kind, either express or implied. There is no warranty that the Service will be uninterrupted or error free. The use, transmission, storage or access of any data, information, systems or service through the Service are entirely at the User's own risk. No refund is available in respect of any time when any or all of the Service is interrupted or not usable. To the maximum extent permitted by law, WWW-GL.COM disclaims any warranty,

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**World Wide Web Global Limited**

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either express or implied.

11. To the maximum extent permitted by law, in no event shall WWW-GL.COM or 3<sup>rd</sup> Party Provider be liable for any direct, indirect, incidental or consequential loss or damage, loss of profit or any consequential losses whether of an economic nature resulting from any use of the Service or inability to use the Service, even if WWW-GL.COM or 3<sup>rd</sup> Party Provider has been advised of the possibility of such losses or damages. WWW-GL.COM shall also not be liable for any interrupt of Service due to the results of Force Majeure, accidents, omission, default, negligence or any act of WWW-GL.COM, its employees or agents.
12. User agrees to defend, indemnify and hold harmless WWW-GL.COM and 3<sup>rd</sup> Party Provider against any and all claims, proceedings, injures, liabilities, losses, costs, expenses, damages and legal responsibility relating to any use of the Service by the User or through any User Name or password assigned to the User, by third parties. WWW-GL.COM may terminate the Service to the User immediately and without prior notice should the User be in breach of any part of this Agreement.
13. It is acknowledged that the contents and information accessed through the Service are not under the control of WWW-GL.COM and 3<sup>rd</sup> Party Provider are also not responsible for any aspect of, including the availability, accuracy, quality or confidentiality or the data transmitted or information obtained through or stored in the Service by the User or any party.
14. WWW-GL.COM hereby warns the User that there are many risks associated with using the Service and computer networks in general. These risks include but are not limited to risks to computer security such as system infection by computer viruses, disclosure of confidential information and system penetration by unauthorized persons, risks to the User's health such as diseases resulting from prolonged use of computers and possible epileptic seizures of loss of consciousness when exposed to computer images or playing certain computer games. The User agrees that all the risks associated with using the Service are the sole responsibility of the User.
15. In any case, WWW-GL.COM entire liability to any party under any provision of this agreement shall be limited to the proportion of the Fees paid by the User for the Service equivalent to one month of service.
16. In accordance with the provisions of the Personal Data (Privacy) Ordinance, the User agrees and consents to WWW-GL.COM using and disclosing personal data supplied in connection with this Agreement to local or overseas third parties for the purpose of direct marketing, research, promotion and credit checking, to WWW-GL.COM supplying such data to local or overseas third parties as may be necessary for the operation of the Service and payment collection as related to the Service. WWW-GL.COM reserves the rights, and the User agrees and consents to WWW-GL.COM disclosing of personal data to other parties should the User be in breach of any part in this Agreement or is required to do so by law or to assist in the detection and prevention of crime.
17. WWW-GL.COM reserves its rights to exercise censorship or removal of any information publication accessible or published through the Service. The right and opinion to exercise such censorship and removal shall vest solely on WWW-GL.COM.
18. WWW-GL.COM reserves the right to amend any part of this Agreement of the Fees by giving 30 days notice to the User. WWW-GL.COM further reserves the rights to withdraw or terminate the Service to the User without assigning or giving reason and giving any prior notice.
19. Any network address, network name, user name, email address and data storage assigned by WWW-GL.COM to the User is on a temporary basis. WWW-GL.COM reserves the right to revise, discontinue, reclaim, or discard them at any time without prior notice.
20. The User shall not resell any part of the Service including but is not limited to data traffic, information content or bandwidth, by any means. The User shall not copy, reproduce, redistribute, retransmit, publish, transfer or commercially exploit any information, content, or services available on the Service unless the User owns or controls the relevant rights thereto or has obtained all the requisite licenses and approvals therefor.
21. WWW-GL.COM reserves the right to deactivate the Service for the purposes of system maintenance, repair, testing and in all other unforeseeable circumstances. In case no prior notice is given, it shall not be construed as a breach of any term of condition contained in this Agreement. WWW-GL.COM reserves the rights to discontinue or revise any or all aspects of the Service at its sole discretion. No refund is available in respect of such events.
22. Unless agreed expressly in written agreement between the User and Vision Network, the Agreement contains the full understanding between both parties with respect to the Service and supersede all other prior communication. This Agreement will not be modified by oral communication by either party. The User shall not assign, transfer, charge of sub-license all or any part of the User's rights or obligations under this Agreement. This Agreement may be assigned by WWW-GL.COM at any time.
23. No failure or delay on the part of WWW-GL.COM to exercise any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy. WWW-GL.COM's rights, powers and remedies provided herein are cumulative and are not exclusive of any rights, powers or remedies by law.
24. The provisions of all obligations and restrictions on the User shall survive termination, for whatever reason, of this Agreement and will not be modified by the course of conduct between either party or made practice. If any provision of this Agreement is determined to be invalid, other provisions shall remain in full force and effect.
25. This Agreement is and shall be governed by and construed in accordance with the laws of Hong Kong. Both the User and WWW-GL.COM submit to the non-exclusive jurisdiction of the courts of Hong Kong. References to the singular shall include the plural and vice versa.

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