

# ICT PRODUCTS & SERVICES

## Terms & Conditions (Applicable to Hong Kong)

### 1. DEFINITION

“Advanced Token(s)”	means the unit of service fee prepaid by Customer, to be consumed upon performance of on-site or remote service by KM under Customer’s ad hoc service request.
“Agreement”	means the formation of agreement between KM and the Customer as defined in Clause 2 of this T&C.
“Customer”	means the entity named on the first page of a Quotation.
“Cyber Security Incident”	means any loss or unauthorised destruction, alteration, disclosure of, access to, or control of information technology systems, networks, internet-enabled applications or devices and the data contained therein
“Default Rate”	means an interest to be charged by KM at the default interest rate on any overdue payments payable by Customer. The default interest rate shall be 2.5% per calendar month, interest shall run day to day and accrue after as well as before any judgment until payment and shall be compounded at monthly intervals.
“KM”	means Konica Minolta Business Solutions (HK) Ltd.
“License”	means the license to software items of the Products.
“Manufacturer”	means the manufacturer, licensor and/or producer of the Products.
“Minimum Term”	means the minimum period of Services that the Customer has committed with KM, during which the Customer is not entitled to early terminate the Services unless Customer has fulfilled all the payment obligations and other conditions stipulated in Clause 9.2 of this T&C.
“Normal Working Hours”	means the period between Monday to Friday 09:00 - 17:30, excluding Saturdays, Sundays, Public Holidays, Typhoon Signal No.8 or above, or Black Rainstorm Warning Signal is hoisted.
“Products”	means the hardware items and licensed software items listed in Product Description of a Quotation.
“Quotation”	means a Quotation to be agreed and signed by both parties.
“Services”	means the services items listed in Service Description of a Quotation.
“Service Location”	means the location(s) in Location of Services/Delivery and Installation Address of Products, and any other address specified by the Customer as written in a Quotation.
“T&C”	means this standard terms and conditions which forms an integral part of a Quotation.

### 2. AGREEMENT

An agreement will be formed between the Customer and KM upon KM acceptance of Customer’s order in accordance with the General Conditions of the Quotation. An Agreement shall comprise of the Quotation, this T&C and all other schedules, plans, drawings and other documents which form part of the Agreement or are incorporated by reference in any of the above documents.

### 3. THE PRODUCTS

3.1 KM and/or its third-party service providers shall provide the Products and Services to the Customer for as set out in the Quotation under reasonable commercial effort.

3.2 The risk of loss and damage to the Products shall pass to the Customer upon delivery to the Service Location. Title of such Products will remain with KM until full payment of the purchase price therefor is made by the Customer.

3.3 If no delivery date is stated in the Quotation, the Customer is deemed to agree that the delivery date shall subject to the satisfactory fulfilment of the conditions provided in Clause 3.2 above be within 60 days from the date of order.

3.4 So long as the Products are delivered to the Customer no earlier than the delivery date therefore as stated in the Quotation, on delivery of the Products to the Customer, the Customer is bound to take delivery of the Products immediately.

3.5 Licenses for the Software will be delivered to the Customer either by KM, or from the manufacturer of the Software through either physical or any digital channel. The warranty for the Software shall start on the date when the Software license key(s) is sent to Customer or otherwise specified by the corresponding manufacturers’ warranty terms.

3.6 All onsite and remote support services will not be available outside Normal Working Hours or to any locations in Outlying Islands. Such service request shall be under prior arrangement with an extra service charge to be quoted by KM separately according to specific Customer requirements.

3.7 Arrangement in Severe Weather Conditions:

- Definition of Severe Weather: Severe weather refers to extreme weather conditions such as heavy rain, storms, hurricanes, hailstorms, tornadoes, and other similar events.
- Service Suspension: During severe weather conditions, KM reserves the right to suspend or cancel the provision of Services to ensure the safety of the Customer and Employees. KM will make such decisions based on alerts or recommendations from local government authorities.
- Notification: Prior to suspending services during severe weather conditions, KM will make reasonable efforts to notify the Customers in advance for appropriate arrangements. Notifications may be sent via email, text messages or other electronic means.
- Service Resumption: Once the severe weather conditions improve, KM will make efforts to resume normal service. However, the time frame for service resumption may be delayed due to weather conditions and other uncontrollable factors.
- Liability Waiver: During severe weather conditions, KM shall not be liable for any losses or damages in relation to the Services. Customer understands and agree that in such circumstances, KM cannot control the weather conditions and is not responsible for compensation of any resulting losses.

### 4. USE OF LICENSE

4.1 Software provided under the Quotation is not sold to Customer. Customer obtains a right of use under the License, scope of Customer’s right of use shall be subject to terms and conditions of the Manufacturers. In general, Customer may use the License for their own use, Customer may also backup copy of the software solely for the purpose of reinstallation. Customer may not:-

- (a) reverse engineer, decompile or disassemble the software, or to work around any technical limitations in the software, except and only to the extent that applicable law expressly permits;
  - (b) publish the software for others to copy;
  - (c) rent, lease or lend the software;
  - (d) transfer the software or the License to any third party; or
  - (e) use the software for commercial hosting service.
- 4.2 Upon expiration of license subscription, the respective license-based Products will be unavailable to use, Customer's configuration and data stored on cloud platforms during subscriptions may be deleted by the Manufacturer and unable to restore. It is the Customer's sole responsibility to keep good management of their license subscriptions and procure renewal of their software licenses in a timely manner. KM may upon request provide assistance to Customer on license renewal, or reconfiguration after expiration under separate service fees.
5. **OWNERSHIP**  
Title, ownership rights, and intellectual property rights in and of the software and any copies thereof shall remain with KM or the Manufacturers. Customer also agrees not to remove or alter any copyright and other proprietary notices on any copies of the software.
6. **TOKEN BASED SERVICES**
- 6.1 If Customer subscribed for Advanced Tokens(s) under a Quotation, Customer may draw the token-based remote support services to cater for some basic administrative tasks that can be perform remotely (subject to remote connection approval by Customer) for the customer or provide remote trouble-shooting and problem diagnostic services.
- 6.2 Use of Advanced Token(s) shall be governed by the Deduction Scheme as set out in the Quotation. Any unused Advanced Token(s) will be forfeited after 12 months from the issuing date of such Advanced Token(s).
- 6.3 Before the Advanced Tokens are depleted by the Customer, Customer shall subscribe for additional Advanced Token(s) before further token based services can be arranged by KM.
- 6.4 In order to arrange Token Based Services, the Customer shall place a call with KM's helpdesk. KM's helpdesk will arrange Employee to follow up or handle the tasks. KM shall endeavour to respond all telephone enquiries within one (1) hour of the initial telephone call and, shall mutually agree with the Customer the schedule of on-site visit for the performance of on-site token based services, subject to the conditions set out in Clauses 3.6, 3.7 and 6.2 above.
- 6.5 The Customer may occasionally require additional services not covered by the Quotation. The Customer understands that separate quotation(s) will be generated for such out of scope additional service request before any additional work to be performed by KM.
7. **WARRANTIES**
- 7.1 KM hereby warrants that any equipment or materials or devices or hardware to be used by KM (regardless it is developed and maintained by KM or by other third party supplier) under this T&C shall be performed or installed by KM in a workmanlike manner, consistent with generally prevailing industry standards for comparable services, and in compliance with the requirements of this T&C.
- 7.2 KM makes no warranties of any kind, expressed, or implied regarding the functionality of the Products, but instead relies on the warranties provided by the Manufacturer of each Products item. Except as expressly stated in any service agreement or their general terms and conditions, KM does not make, and hereby disclaims any, and all express or implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement and title, and any warranties arising from a course of dealing, usage or trade practice.
- 7.3 KM does not warrant that the operation of the Products and/ or Service will be uninterrupted or error free or conform to any reliability or performance standards beyond those specified in the applicable criteria. KM does not warrant that the Products will be compatible with the Customer's future products or those of other suppliers.
- 7.4 KM makes no warranty, express or implied whatsoever with respect to the Products manufactured by third party supplier and the Customer acquires the use of the Products in "as is" conditions. If the Products is unsatisfactory for any reason, the Customer shall make any claim on account thereof solely against the third-party supplier. The Customer agrees that it will not assert any defenses, deduction, abatement, counterclaim or set-off against KM.
- 7.5 Customer acknowledges the Services under the Quotation is not cyber security service. KM shall not be responsible for any Cybersecurity Incident, or any damages or loss to the information/data saved in the Customer's network or any damages or loss caused to the Customer or its employees or properties save and except the same is caused by the wilful act or default of KM.
8. **LIABILITY OF BOTH PARTIES**
- 8.1 KM shall have no responsibility or liability for Products or Services supplied by persons other than KM or for modifications to any Products that are made by persons other than KM's employee.
- 8.2 KM shall not be liable for any delay or deficiency in providing the Services if such delay or deficiency results from the Customer's failure to perform its duties hereunder or due to any cause beyond KM's reasonable control.
- 8.3 KM shall not be responsible for any Cyber Security Incident, or damages or loss to the information/data saved in the Customer's network or any damages or loss caused to the Customer or its employees or properties save and except the same is caused by the wilful act or default of the employee of KM.
- 8.4 The Customer shall keep KM and its employees fully indemnified against any loss of or damage to any property on injury to or death of any person caused by any negligent act or omission or breach of Agreement by the Customer, its employees, agents or servants and shall pay to KM all costs, charges and losses sustained or incurred by KM as a result of KM being prevented or delayed from performing its obligations hereunder by reason of any act or omission of the Customer, its employees, agents or servants.
- 8.5 In no event shall KM be liable for punitive, incidental, special, direct or indirect, or consequential damages, software restoration, procurement of substitute products or services, downtime costs (including but not limited to, loss of use, loss of data/information/files, loss of business and loss of profits arising under or in connection with the Agreement) or other damages whether based on contract or tort arising out of or related to the selling of the Products.

9. TERMINATION

9.1 The parties hereto may terminate an Agreement, and its respective obligations hereunder, as follows:

- (a) by KM, if any of the sums payable hereunder or any other indebtedness is not paid by the Customer within 14 days from the due date;
- (b) by both parties, if a bankruptcy petition relating to the other party is presented, or the other party enters into compulsory or voluntary liquidation, or have a receiving order made against it, or makes any arrangement with its creditors or makes any assignment for the benefit of such creditors;
- (c) by any party hereto upon written notice to the other party if the other party hereto materially breaches any term of this T&C or otherwise fails to satisfy any promise or covenant made herein, and further provided that such party shall fail to cure said breach or failure within 30 days' period;
- (d) by KM, with or without cause, upon 30 days' written notice of intent to terminate to Customer;
- (e) by either party, if any of the Force Majeure events eg act of God, fire, natural disaster, accident happened.

9.2 If Minimum Term applies, the Customer is not entitled to early termination of the Minimum Term unless Customer has paid to KM:-

- (a) all arrears of monies accrued due and unpaid under the Minimum Term together with interest thereon at the Default Rate; and
- (b) all payments which would have been payable for the remainder of the Minimum Term from the date of termination; and
- (c) any costs and expenses incurred by KM in collecting any payments due under Customer's order or otherwise in obtaining the due performance of the obligations of the Customer.

9.3 Upon the end of the Minimum Term, the Customer may terminate the Services by giving KM at least two (2) months of prior written notice or pay to KM an amount equivalent to two (2) months' Monthly Price in lieu of such notice. If Customer does not

(a) notify KM of renewal or its intention to terminate the Services from the said notice, the Services shall continue on a month-to-month basis until the aforesaid notice is duly received by KM.

10. EFFECTS OF TERMINATION

10.1 Termination of Agreement for any reason shall not affect the right of KM to recover from the Customer:-

- (a) any monies due to KM on or before such termination or in consequence thereof including any sums which, if incurred prior to the relevant date, would be payable;
- (b) any costs and expenses incurred by KM in collecting any payments due hereunder or otherwise in obtaining the due performance of the obligations of the Customer hereunder;
- (c) any damages for breach of Agreement;
- (d) regain possession of the Products and/or other devices or equipment provided to the Customer; and
- (e) suspend any further Services or other obligations to the Customer (without being liable to Customer for any losses so caused).

10.2 Termination of this Agreement by KM shall not discharge the Customer from any existing obligations accrued due on or prior to the date of termination.

10.3 The rights and remedies granted to KM pursuant to this Agreement are in addition to, and shall not limit or affect, any other rights or remedies available at law or equity.

11. ACCESS AND FACILITIES

The Services mentioned in a Quotation shall be carried out in the Service Location, representatives of KM shall be allowed to enter into Customer's premises of the Service Location. Customer shall provide a safe workplace with adequate access to facilities with appropriate assistance and information for the performance of the Services. KM will take all reasonable measures to avoid damages to the premises or properties of the Customer but KM will not accept any liability and/or responsibility for any accidental damage.

12. UPDATE AND WAIVER

The Customer acknowledges and agrees that this T&C shall be updated by KM from time to time upon business need. It is sole responsibility of the Customer to read and understand the updates regularly. The Customer shall be deemed to accept the changes upon using the Products and Services after the T&C is updated.

13. INDEPENDENT CONTRACTOR

KM is acting as an independent contractor and not as an employee or agent of the Customer. KM and the Customer acknowledge that an Agreement does not create a partnership, agency, franchise relationship or joint venture between them.

14. CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE

The parties hereby declare that nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong Special Administrative Region).

15. ENTIRE AGREEMENT

The Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, quotation, purchase orders, understandings and negotiations, whether oral or written, between the parties hereto with respect to such subject matter, unless otherwise explicitly agreed in writing by the parties.

16. LANGUAGES AND TRANSLATIONS

This T&C is written in English language. Translated versions in any other language are for reference only. The English version shall be the governing version which shall prevail whenever there is any discrepancy between the English version and a version in another language.

17. LAWS AND JURISDICTION

This T&C shall be governed and construed in accordance with the laws of the Hong Kong Special Administrative Region and any disputes arising from this T&C shall be subject to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

## ICT產品與服務 條款及細則 (香港地區適用)

1. 定義
  - “預繳代幣” 指客戶預先繳付服務費用的計算單位，用於扣除柯尼卡美能達根據客戶的臨時服務請求提供到場或遠端支援服務時的服務費用。
  - “協議” 指柯尼卡美能達和客戶根據本條款第 2 條所達成的協議。
  - “客戶” 指本報價單第一頁中列明的業務實體。
  - “網絡安全事件” 指任何對於資訊科技系統、網路、支援網際網路的應用程式或裝置以及其中包含的資料的任何遺失或未經授權的破壞、變更、揭露、存取或控制。
  - “違約利率” 指柯尼卡美能達就客戶應支付的逾期未付款項收取的利息。違約利息利率每月曆月 2.5%，利息按天計算並在任何裁判前後均累計直至款項獲支付，且每月複利一次。
  - “柯尼卡美能達” 指柯尼卡美能達商業系統(香港)有限公司
  - “授權證” 指產品之中有關軟件項目的使用許可證。
  - “製造商” 指產品的有關製造商、授權商或生產商。
  - “最短協議期限” 指客戶向柯尼卡美能達承諾的最短服務期限。在此期間，除非客戶已履行本條款第 9.2 條規定的所有付款義務和其他條件，否則客戶無權提前終止服務。
  - “一般辦工時間” 指星期一至五 09:00 - 17:30 之間的時段（星期六、日、公眾假期、八號或以上颱風信號或黑色暴雨警告信號懸掛期間除外）。
  - “產品” 指本報價單上產品描述部分（Product Description）欄中所列明的硬件項目及授權軟件項目。
  - “報價單” 指會由柯尼卡美能達及客戶雙方同意並簽署的本報價單。
  - “服務” 指報價單上服務描述部分（Service Description）欄中所列明的服務項目。
  - “服務地點” 指報價單上服務地點/產品送貨安裝地址（Location of Services/Delivery and Installation Address of Products）及其他由客戶指定，並於報價單中列明地址。
  - “條款” 指此構成本報價單不可分割的一部分的資訊及通訊科技產品與服務條款及細則。
2. 協議

客戶與柯尼卡美能達之協議自柯尼卡美能達根據報價上一般條款（General Conditions）接受客戶的訂單後確立。協議應包括報價單、本條款以及其他構成協議一部分，或通過引用併入任何上述文件的表單、計劃書、圖紙和其他文件。
3. 關於產品
  - 3.1 柯尼卡美能達和/或其第三方服務提供者應在合理的商業經營準則下按照報價單中的規定向客戶提供產品和服務。
  - 3.2 產品遺失和損壞的風險會於產品交付至服務地點後轉移給客戶。在客戶全額支付貨款之前，柯尼卡美能達保留該產品的所有權。
  - 3.3 如報價單中未有註明確實交貨日期，則客戶被視為同意，於完成上述第 3.2 條規定的條件的情況下，交貨日期應為自訂單之日起 60 天內。
  - 3.4 只要產品不早於報價單中規定的交貨日期交付給客戶，於產品交付給客戶後，客戶必需立即接收產品。
  - 3.5 軟件的授權證可由柯尼卡美能達，或軟件製造商透過實體或任何數位渠道交付予客戶。軟件的保養應從軟件授權證密鑰發送給客戶當日，或有關製造商的保修條款中規定的日期開始計算。
  - 3.6 所有到場和遠端支援服務將無法在一般辦工時間外或位於離島地區的任何地點提供。有關此類特別服務請求應作事先安排，並由柯尼卡美能達根據客戶的特定要求為額外的服務費另行報價。
  - 3.7 惡劣天氣下的服務安排：
    - (a) 惡劣天氣的定義：惡劣天氣是指極端天氣情況，如暴雨、風暴、颶風、冰雹、龍捲風和其他類似事件。
    - (b) 服務暫停：在惡劣天氣下，柯尼卡美能達保留暫停或取消提供服務的權利以確保客戶和員工的安全。柯尼卡美能達將根據當地政府當局的警報或建議做出此決定。
    - (c) 通知：在惡劣天氣下暫停服務之前，柯尼卡美能達將盡合理努力提前通知客戶以作出適當安排。該通知將會透過電子郵件、簡訊或其他電子方式發送。
    - (d) 服務恢復：一旦惡劣天氣狀況好轉，柯尼卡美能達將努力恢復正常服務。但由於天氣狀況及其他不可控因素，恢復服務的時間可能會延遲。
    - (e) 免責聲明：在惡劣天氣下，柯尼卡美能達概不承擔對與服務相關的任何損失或損害任何責任。客戶瞭解並同意，柯尼卡美能達在此情況下無法控制天氣狀況，及不會負責賠償因此造成的任何損失。
4. 授權證的使用
  - 4.1 本報價單中提供的軟件並非出售予客戶。客戶僅根據授權證取得使用權，客戶於有關軟件的使用權範圍應遵守製造商的條款和條件。一般來說，客戶可以將授權證用於自己的用途，客戶也可以僅出於重新安裝的目的備份軟件副本。客戶不得：
    - (a) 對軟件進行逆向工程、反編譯或反彙編，或破解軟件中的任何技術限制，除非且僅在適用法律明確允許的範圍內；
    - (b) 發佈軟件供他人複製；
    - (c) 出租、租賃或借出軟件；
    - (d) 將軟件或軟件的授權轉讓給任何第三方；或
    - (e) 使用該軟體進行商業性的託管服務。

- 4.2 授權證訂閱到期後，相應的授權產品將無法使用，客戶在訂閱期間儲存在雲端平台上的配置和資料可能會被製造商刪除且無法恢復。客戶需要全權負責對其授權訂閱進行良好管理並及時續訂其軟體授權證。柯尼卡美能達可根據客戶要求，以額外的服務費用向客戶提供有關授權證續訂或授權到期後重新配置的協助。
5. 擁有權  
軟件及其任何副本的擁有權、管有權及智識產權均歸柯尼卡美能達或製造商所有。客戶也同意不刪除或更改軟件任何副本上的任何版權和其他專有權聲明。
6. 關於預繳代幣服務  
6.1 如果客戶根據本報價單認購了預繳代幣，客戶可以使用基於預繳代幣的遠端支援服務來執行一些可以經由遠端連線（須由客戶批准進行遠端連線）執行的基本管理任務，或提供遠端問題排除和診斷支援服務。  
6.2 有關預繳代幣的使用需遵守報價單中規定的扣除方案。任何未使用的預繳代幣將於該預繳代幣發出日起12個月後被沒收。  
6.3 在客戶完全扣除所有預繳代幣之前，客戶應先認購足夠的預繳代幣，柯尼卡美能達方可安排預繳代幣服務。  
6.4 客戶應致電柯尼卡美能達的服務台要求預繳代幣服務。柯尼卡美能達的服務台將會安排員工跟進或處理客戶指示。柯尼卡美能達會盡力於客戶初次致電後一（1）小時內回覆電話查詢，並與客戶共同商議到場服務的時間安排，以提供到場預繳代幣服務。唯到場預繳代幣服務的具體實施將取決於上述3.6、3.7及6.2條的規定。  
6.5 客戶有時可能需要本報價單未有涵蓋的額外服務。客戶明白在柯尼卡美能達執行任何其他工作之前，將針對此類超出原本服務範圍的附加服務請求向客戶另行報價。
7. 保證  
7.1 柯尼卡美能達特此保證，柯尼卡美能達根據本條款使用的任何設備、材料、裝置或硬件（無論是由柯尼卡美能達或其他第三方供應商開發和保養）均應由柯尼卡美能達以類似服務的普遍行業標準執行或安裝，並且符合本條款的要求。  
7.2 客戶承認並同意自行承擔使用產品的風險。柯尼卡美能達不對產品的功能作出任何形式的明示或暗示的保證，每個產品項目的保證需由其製造商所提供。除非任何服務協議或其一般條款和條件中有明確規定，柯尼卡美能達不會就產品作出，並特此否認，任何及所有明示或暗示的保證，包括但不限於產品的適銷性、對於特定用途的適用性、有關知識產權和所有權，以及因交易、使用或貿易進行過程而產生的任何保證。  
7.3 柯尼卡美能達不保證產品及/或服務的運作不會中斷或全無錯誤，也不保證產品可以超出該產品之產品規格中列明的任何效能標準。柯尼卡美能達不保證產品將可與客戶將來購置的產品或其他供應商的產品兼容。  
7.4 柯尼卡美能達對第三方供應商製造的產品不作任何明示或暗示的保證，客戶應以「按照現況」條件使用產品。如果客戶以任何理由不滿意該產品，客戶應只向該產品的第三方供應商提出索賠。客戶同意不會對柯尼卡美能達提出任何抗辯、及對應付款項作出任何扣除、減少、反申索或抵銷。  
7.5 客戶承認報價單中提供的服務並不是網路安全服務。柯尼卡美能達不會對任何網路安全事件，或客戶網路中保存的資訊/資料的任何損壞或遺失，或對客戶、其員工或財產造成的任何損壞或損失負責，除非該等損失是由柯尼卡美能達的故意行為或違約定造成。
8. 雙方責任  
8.1 對於由柯尼卡美能達以外的人員提供的任何產品或服務，或由柯尼卡美能達員工以外的人員對任何產品進行的任何修改，柯尼卡美能達概不承擔任何責任。  
8.2 如果任何服務延遲或缺失是由於客戶未能履行其在本條款下的義務，或是由於超出柯尼卡美能達合理控制範圍的任何原因造成的，柯尼卡美能達概不承擔任何延遲或缺失的責任。  
8.3 柯尼卡美能達不會對任何網路安全事件，或客戶網路中保存的資訊/資料的任何損壞或遺失，或對客戶、其員工或財產造成的任何損壞或損失負責，除非該等損失是由柯尼卡美能達的故意行為或違反約定所造成。  
8.4 客戶應保障並保持柯尼卡美能達及其員工免受因客戶、其員工、代理商或僱員的任何疏忽行為、或不作為、或違反協議而造成任何人員受傷或死亡，並且應向柯尼卡美能達支付因客戶、其僱員、其代理或僱員的任何作為或不作為而導致柯尼卡美能達無法或延遲履行其在協議項下的義務而遭受或產生的所有成本、費用和損失。  
8.5 在任何情況下，柯尼卡美能達概不對任何懲罰性、偶然性、特殊性、直接或間接或後果性損害、軟件恢復、採購替代產品或服務、停機成本（包括但不限於根據協議產生或與協議相關的使用損失、資料/資訊遺失、業務、利潤或收益損失）或其他損害，無論是基於因產品銷售而引起或與之合約相關或侵權行為承擔責任。
9. 協議終止  
9.1 各方可以按照下述情況終止協議及其各自的義務：  
(a) 若客戶未能於款項到期日起 14 天內支付任何應付款項或任何其他債務，則柯尼卡美能達可終止合約；  
(b) 若客戶被提出有關的破產申請，或客戶進行強制及自願清算，或被發出接管令，或與其債權人作出任何安排或有益於該等債權人的任何安排，則柯尼卡美能達可終止合約；  
(c) 若合約任何一方嚴重違反本條款的任何條款，或因其他方式未能履行本條款中的任何承諾或契約，另一方可以經書面通知違約方有關違約事件。如違約方未能於該通知發出後 30 天期限內修正違約情況，則另一方可終止合約；  
(d) 柯尼卡美能達可以不論及毋須原因，提前 30 天向客戶發出終止意向書面通知；  
(e) 若發生任何不可抗力事件，例如天災、火災、天災、意外事故，則任何一方可終止合約。  
9.2 如合約包含最短協議期限，客戶不可提早終止合約，除非客戶向支付：  
(a) 所有根據最短協議期限應付而逾期未付的款項，以及按違約利率計算的利息；及  
(b) 自合約終止之日起，最短協議期限餘下期限內應付的所有費用；及

- (c) 柯尼卡美能達為向客戶收取按照本協議應支付的任何款項，或在其他方面確保客戶適當履行義務時所付出的任何成本和費用。
- 9.3 於最短協議期限完結前，客戶可以提前不少於兩 (2) 個月向柯尼卡美能達發出書面通知來終止服務，或向柯尼卡美能達支付相當於兩 (2) 個月月費的金額來代替該書面通知。如果客戶未能通知柯尼卡美能達有關續約事宜，或沒有打算根據上述通知終止服務，則服務應按月自動繼續，直至柯尼卡美能達收到客戶以上述規定發出的正式通知。
10. 協議終止的結果
- 10.1 因任何原因終止本協議，將不影響柯尼卡美能達向客戶提出以下索償的權利：-
- (a) 向客戶追回柯尼卡美能達在協議終止之時或之前，又或因協議終止之後所產生的任何費用，包括在有關日期之前產生的任何應支付數額；或
  - (b) 向客戶追回柯尼卡美能達在協議終止之時或之前，收取任何應收取的費用或在其他方面確保客戶按本協議適當履行義務時所付出的任何成本和費用；或
  - (c) 違反協議造成的任何損失；或
  - (d) 向客戶取回已供給客戶的產品和/或其他裝置或設備的管有權；或
  - (e) 暫停向客戶提供任何服務或其他義務而不需向客戶負上任何賠償的責任。
- 10.2 柯尼卡美能達終止本協議將不影響客戶解除於本協議終止時或之前已累積之義務。
- 10.3 本條款給予柯尼卡美能達的權利及彌償將不受其他法律或衡平法之權利及彌補所限制或影響。
11. 通行和設施
- 報價單中提及的服務應在服務地點進行，客戶應允許柯尼卡美能達的代表進入客戶於服務地點的場所。進行服務時，客戶應提供安全的工作場所，賦予足夠的設施使用權限，並提供適當的協助和資訊。柯尼卡美能達將採取一切合理措施避免對客戶的場所或財產造成損壞，但柯尼卡美能達對任何意外造成的損壞概不承擔任何責任和/或責任。
12. 條款更新及寬免
- 客戶承認並同意柯尼卡美能達可根據其業務需要不時對本條款作出更新。客戶需要定期查閱及理解更新的條款。於條款更新後，客戶在使用產品和服務時將被視為接受所有變更。
13. 獨立承包商
- 柯尼卡美能達作為獨立承包商而不是客戶的員工或代理人。柯尼卡美能達和客戶承認，協議並不構成雙方建立合作夥伴關係、代理關係、特許經營關係或合資關係。
14. 合約(第三者權利)條例
- 協議雙方特此聲明，協議中任何條款均不賦予或意圖根據《合約(第三者權利)條例》(香港法例第623章)授予任何第三方任何利益或權利以使其可執行本協議。
15. 整體協議
- 協議構成雙方之間有關本主題的完整協議，並取代雙方之間就本主題作出，無論是口頭還是書面的，所有以前的協議、報價單、採購訂單、諒解和談判，除非雙方另作明確的書面規定。
16. 語言及翻譯本
- 本條款以英文書就。任何其他語言翻譯均為參考用途，當英文版本及其他語言版本不一致時，將以英文版本為準。
17. 法律及司法管轄權
- 本條款按香港特別行政區法律解釋，因本條款和條件引起的任何爭議均應以香港特別行政區法院的非專有司法管轄權管轄。

## ICT產品與服務 條款及細則 (澳門地區適用)

### 1. 定義

“預繳代幣”	指客戶預先繳付服務費用的計算單位，用於扣除柯尼卡美能達根據客戶的臨時服務請求提供到場或遠端支援服務時的服務費用。
“協議”	指柯尼卡美能達和客戶根據本條款第 2 條所達成的協議。
“客戶”	指本報價單第一頁中列明的業務實體。
“網絡安全事件”	指任何對於資訊科技系統、網路、支援網際網路的應用程式或裝置以及其中包含的資料的任何遺失或未經授權的破壞、變更、揭露、存取或控制。
“違約利率”	指柯尼卡美能達就客戶應支付的逾期未付款項收取的利息。違約利息利率每月曆月 2.5%，利息按天計算並在任何裁判前後均累計直至款項獲支付，且每月複利一次。
“柯尼卡美能達”	指柯尼卡美能達商業系統(香港)有限公司 - 澳門分公司
“授權證”	指產品之中有關軟件項目的使用許可證。
“製造商”	指產品的有關製造商、授權商或生產商。
“最短協議期限”	指客戶向柯尼卡美能達承諾的最短服務期限。在此期間，除非客戶已履行本條款第 9.2 條規定的所有付款義務和其他條件，否則客戶無權提前終止服務。
“一般辦工時間”	指星期一至五 09:00 - 17:30 之間的時段（星期六、日、公眾假期、八號或以上颱風信號或黑色暴雨警告信號懸掛期間除外。在本協議中，「公眾假期」是指澳門特別行政區「澳門」的銀行、公共機構辦事處以及政府部門的休息日）。
“產品”	指本報價單上產品描述部分欄中所列明的硬件項目及授權軟件項目。
“報價單”	指會由柯尼卡美能達及客戶雙方同意並簽署的本報價單。
“服務”	指報價單上服務描述部分欄中所列明的服務項目。
“服務地點”	指報價單上服務地點/產品送貨安裝地址欄及其他由客戶指定，並於報價單中列明地址。
“條款”	指此構成本報價單不可分割的一部分的資訊及通訊科技產品與服務條款及細則。

### 2. 協議

客戶與柯尼卡美能達之協議自柯尼卡美能達根據報價上一般條接受客戶的訂單後確立。協議應包括報價單、本條款以及其他構成協議一部分，或通過引用併入任何上述文件的表單、計劃書、圖紙和其他文件。

### 3. 關於產品

- 3.1 柯尼卡美能達和/或其第三方服務提供者應在合理的商業經營準則下按照報價單中的規定向客戶提供產品和服務。
- 3.2 產品遺失和損壞的風險會於產品交付至服務地點後轉移給客戶。在客戶全額支付貨款之前，柯尼卡美能達保留該產品的所有權。
- 3.3 如報價單中未有註明確實交貨日期，則客戶被視為同意，於完成上述第 3.2 條規定的條件的情況下，交貨日期應為自訂單之日起 60 天內。
- 3.4 只要產品不早於報價單中規定的交貨日期交付給客戶，於產品交付給客戶後，客戶必需立即接收產品。
- 3.5 軟件的授權證可由柯尼卡美能達，或軟件製造商透過實體或任何數位渠道交付予客戶。軟件的保養應從軟件授權證密鑰發送給客戶當日，或有關製造商的保修條款中規定的日期開始計算。
- 3.6 所有到場和遠端支援服務將無法在一般辦工時間外或位於離島地區的任何地點提供。有關此類特別服務請求應作事先安排，並由柯尼卡美能達根據客戶的特定要求為額外的服務費另行報價。
- 3.7 惡劣天氣下的服務安排：
- (a) 惡劣天氣的定義：惡劣天氣是指極端天氣情況，如暴雨、風暴、颶風、冰雹、龍捲風和其他類似事件。
  - (b) 服務暫停：在惡劣天氣下，柯尼卡美能達保留暫停或取消提供服務的權利以確保客戶和員工的安全。柯尼卡美能達將根據當地政府當局的警報或建議做出此決定。
  - (c) 通知：在惡劣天氣下暫停服務之前，柯尼卡美能達將盡合理努力提前通知客戶以作出適當安排。該通知將會透過電子郵件、簡訊或其他電子方式發送。
  - (d) 服務恢復：一旦惡劣天氣狀況好轉，柯尼卡美能達將努力恢復正常服務。但由於天氣狀況及其他不可控因素，恢復服務的時間可能會延遲。
  - (e) 免責聲明：在惡劣天氣下，柯尼卡美能達概不承擔對與服務相關的任何損失或損害任何責任。客戶瞭解並同意，柯尼卡美能達在此情況下無法控制天氣狀況，及不會負責賠償因此造成的任何損失。

### 4. 授權證的使用

- 4.1 本報價單中提供的軟件並非出售予客戶。客戶僅根據授權證取得使用權，客戶於有關軟件的使用權範圍應遵守製造商的條款和條件。一般來說，客戶可以將授權證用於自己的用途，客戶也可以僅出於重新安裝的目的備份軟件副本。客戶不得：
- (a) 對軟件進行逆向工程、反編譯或反彙編，或破解軟件中的任何技術限制，除非且僅在適用法律明確允許的範圍內；
  - (b) 發佈軟件供他人複製；
  - (c) 出租、租賃或借出軟件；
  - (d) 將軟件或軟件的授權轉讓給任何第三方；或
  - (e) 使用該軟體進行商業性的託管服務。

- 4.2 授權證訂閱到期後，相應的授權產品將無法使用，客戶在訂閱期間儲存在雲端平台上的配置和資料可能會被製造商刪除且無法恢復。客戶需要全權負責對其授權訂閱進行良好管理並及時續訂其軟體授權證。柯尼卡美能達可根據客戶要求，以額外的服務費用向客戶提供有關授權證續訂或授權到期後重新配置的協助。
5. 擁有權  
軟件及其任何副本的擁有權、管有權及智識產權均歸柯尼卡美能達或製造商所有。客戶也同意不刪除或更改軟件任何副本上的任何版權和其他專有權聲明。
6. 關於預繳代幣服務
- 6.1 如果客戶根據本報價單認購了預繳代幣，客戶可以使用基於預繳代幣的遠端支援服務來執行一些可以經由遠端連線（須由客戶批准進行遠端連線）執行的基本管理任務，或提供遠端問題排除和診斷支援服務。
- 6.2 有關預繳代幣的使用需遵守報價單中規定的扣除方案。任何未使用的預繳代幣將於該預繳代幣發出日起12個月後被沒收。
- 6.3 在客戶完全扣除所有預繳代幣之前，客戶應先認購足夠的預繳代幣，柯尼卡美能達方可安排預繳代幣服務。
- 6.4 客戶應致電柯尼卡美能達的服務台要求預繳代幣服務。柯尼卡美能達的服務台將會安排員工跟進或處理客戶指示。柯尼卡美能達會盡力於客戶初次致電後一（1）小時內回覆電話查詢，並與客戶共同商議到場服務的時間安排，以提供到場預繳代幣服務。唯到場預繳代幣服務的具體實施將取決於上述3.6、3.7及6.2條的規定。
- 6.5 客戶有時可能需要本報價單未有涵蓋的額外服務。客戶明白在柯尼卡美能達執行任何其他工作之前，將針對此類超出原本服務範圍的附加服務請求向客戶另行報價。
7. 保證
- 7.1 柯尼卡美能達特此保證，柯尼卡美能達根據本條款使用的任何設備、材料、裝置或硬件（無論是由柯尼卡美能達或其他第三方供應商開發和保養）均應由柯尼卡美能達以類似服務的普遍行業標準執行或安裝，並且符合本條款的要求。
- 7.2 客戶承認並同意自行承擔使用產品的風險。柯尼卡美能達不對產品的功能作出任何形式的明示或暗示的保證，每個產品項目的保證需由其製造商所提供。除非任何服務協議或其一般條款和條件中有明確規定，柯尼卡美能達不會就產品作出，並特此否認，任何及所有明示或暗示的保證，包括但不限於產品的適銷性、對於特定用途的適用性、有關知識產權和所有權，以及因交易、使用或貿易進行過程而產生的任何保證。
- 7.3 柯尼卡美能達不保證產品及/或服務的運作不會中斷或全無錯誤，也不保證產品可以超出該產品之產品規格中列明的任何效能標準。柯尼卡美能達不保證產品將可與客戶將來購置的產品或其他供應商的產品兼容。
- 7.4 柯尼卡美能達對第三方供應商製造的產品不作任何明示或暗示的保證，客戶應以「按照現況」條件使用產品。如果客戶以任何理由不滿意該產品，客戶應只向該產品的第三方供應商提出索賠。客戶同意不會對柯尼卡美能達提出任何抗辯、及對應付款項作出任何扣除、減少、反申索或抵銷。
- 7.5 客戶承認報價單中提供的服務並不是網路安全服務。柯尼卡美能達不會對任何網路安全事件，或客戶網路中保存的資訊/資料的任何損壞或遺失，或對客戶、其員工或財產造成的任何損壞或損失負責，除非該等損失是由柯尼卡美能達的故意行為或違約定造成。
8. 雙方責任
- 8.1 對於由柯尼卡美能達以外的人員提供的任何產品或服務，或由柯尼卡美能達員工以外的人員對任何產品進行的任何修改，柯尼卡美能達概不承擔任何責任。
- 8.2 如果任何服務延遲或缺失是由於客戶未能履行其在本條款下的義務，或是由於超出柯尼卡美能達合理控制範圍的任何原因造成的，柯尼卡美能達概不承擔任何延遲或缺失的責任。
- 8.3 柯尼卡美能達不會對任何網路安全事件，或客戶網路中保存的資訊/資料的任何損壞或遺失，或對客戶、其員工或財產造成的任何損壞或損失負責，除非該等損失是由柯尼卡美能達的故意行為或違約定所造成。
- 8.4 客戶應保障並保持柯尼卡美能達及其員工免受因客戶、其員工、代理商或僱員的任何疏忽行為、或不作為、或違反協議而造成任何人員受傷或死亡，並且應向柯尼卡美能達支付因客戶、其僱員、其代理或僱員的任何作為或不作為而導致柯尼卡美能達無法或延遲履行其在協議項下的義務而遭受或產生的所有成本、費用和損失。
- 8.5 在任何情況下，柯尼卡美能達概不對任何懲罰性、偶然性、特殊性、直接或間接或後果性損害、軟件恢復、採購替代產品或服務、停機成本（包括但不限於根據協議產生或與協議相關的使用損失、資料/資訊遺失、業務、利潤或收益損失）或其他損害，無論是基於因產品銷售而引起或與之合約相關或侵權行為承擔責任。
9. 協議終止
- 9.1 各方可以按照下述情況終止協議及其各自的義務：
- (a) 若客戶未能於款項到期日起 14 天內支付任何應付款項或任何其他債務，則柯尼卡美能達可終止合約；
  - (b) 若任何一方被提出有關的破產申請，或進行強制及自願清算，或被發出接管令，或與其債權人作出任何安排或有益於該等債權人的任何安排，則另外一方終止合約；
  - (c) 若合約任何一方嚴重違反本條款的任何條款，或因其他方式未能履行本條款中的任何承諾或契約，另一方可以經書面通知違約方有關違約事件。如違約方未能於該通知發出後 30 天期限內修正違約情況，則另一方終止合約；
  - (d) 柯尼卡美能達可以不論及毋須原因，提前 30 天向客戶發出終止意向書面通知；
  - (e) 若發生任何不可抗力事件，例如天災、火災、天災、意外事故，則任何一方終止合約。
- 9.2 如合約包含最短協議期限，客戶不可提早終止合約，除非客戶向支付：
- (a) 所有根據最短協議期限應付而逾期未付的款項，以及按違約利率計算的利息；及
  - (b) 自合約終止之日起，最短協議期限餘下期限內應付的所有費用；及

- (c) 柯尼卡美能達為向客戶收取按照本協議應支付的任何款項，或在其他方面確保客戶適當履行義務時所付出的任何成本和費用。
- 9.3 於最短協議期限完結前，客戶可以提前不少於兩 (2) 個月向柯尼卡美能達發出書面通知來終止服務，或向柯尼卡美能達支付相當於兩 (2) 個月月費的金額來代替該書面通知。如果客戶未能通知柯尼卡美能達有關續約事宜，或沒有打算根據上述通知終止服務，則服務應按月自動繼續，直至柯尼卡美能達收到客戶以上述規定發出的正式通知。
10. 協議終止的結果
- 10.1 因任何原因終止本協議，將不影響柯尼卡美能達向客戶提出以下索償的權利：-
- (a) 向客戶追回柯尼卡美能達在協議終止之時或之前，又或因協議終止之後所產生的任何費用，包括在有關日期之前產生的任何應支付數額；或
  - (b) 向客戶追回柯尼卡美能達在協議終止之時或之前，收取任何應收取的費用或在其他方面確保客戶按本協議適當履行義務時所付出的任何成本和費用；或
  - (c) 違反協議造成的任何損失；或
  - (d) 向客戶取回已供給客戶的產品和/或其他裝置或設備的管有權；或
  - (e) 暫停向客戶提供任何服務或其他義務而不需向客戶負上任何賠償的責任。
- 10.2 柯尼卡美能達終止本協議將不影響客戶解除於本協議終止時或之前已累積之義務。
- 10.3 本條款給予柯尼卡美能達的權利及彌償將不受其他法律或衡平法之權利及彌補所限制或影響。
11. 通行和設施
- 報價單中提及的服務應在服務地點進行，客戶應允許柯尼卡美能達的代表進入客戶於服務地點的場所。進行服務時，客戶應提供安全的工作場所，賦予足夠的設施使用權限，並提供適當的協助和資訊。柯尼卡美能達將採取一切合理措施避免對客戶的場所或財產造成損壞，但柯尼卡美能達對任何意外造成的損壞概不承擔任何責任和/或責任。
12. 條款更新及寬免
- 客戶承認並同意柯尼卡美能達可根據其業務需要不時對本條款作出更新。客戶需要定期查閱及理解更新的條款。於條款更新後，客戶在使用產品和服務時將被視為接受所有變更。
13. 獨立承包商
- 柯尼卡美能達作為獨立承包商而不是客戶的員工或代理人。柯尼卡美能達和客戶承認，協議並不構成雙方建立合作夥伴關係、代理關係、特許經營關係或合資關係。
14. 第三方權利
- 協議雙方特此聲明，協議中任何條款均不賦予或意圖授予任何第三方任何利益或權利以使其可執行本協議。
15. 整體協議
- 協議構成雙方之間有關本主題的完整協議，並取代雙方之間就本主題作出，無論是口頭還是書面的，所有以前的協議、報價單、採購訂單、諒解和談判，除非雙方另作明確的書面規定。
16. 法律及司法管轄權
- 本條款按澳門法律解釋，因本條款和條件引起的任何爭議均應以澳門法院的非專有司法管轄權管轄。