

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.
“Buyout Option”	means the option granted by KM to the Customer to acquire title to a Product Rental upon the Customer's due completion of the Minimum Term, subject to payment of the applicable Buyout Price and compliance with the applicable terms and conditions specified by KM. For the avoidance of doubt, the Buyout Option does not apply to any software, subscription, licence, or other item provided on a subscription basis.
“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 contract 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 9.3 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.
“Product Rental”	means a rental arrangement under which KM provides one or more Products to the Customer for use during the Minimum Term in return for Customer’s payment of monthly recurring charges, and title to the Product remains with KM unless otherwise agreed by KM in writing.
“Quotation”	means a Quotation to be agreed and signed by both parties.
“Services”	means any items listed in Product Description and/or 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 & SERVICES**
- 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 KM’s duty to provide the Services in accordance with Clause 3.1 shall be conditional on the fulfilment of the following conditional precedents:
 - (a) within 7 days from the date of Ordering the Customer has provided all the required documents as required by KM for credit assessment, including but not limited to, certified copies of:
 - (i) business registration certificate;
 - (ii) certificate of incorporation; and
 - (iii) bank statement / financial statement/or other related document relating to the Customer and/or Guarantor(s).
 - (b) KM is satisfied with the results of the Customer’s credit assessment.
 - (c) in the case of Services with Minimum Term, following KM's confirmation of the Order and prior to the delivery of the Services, the Customer shall pay:-
 - (i) the first month of the Monthly Charge (in advance); and
 - (ii) if applicable, the incentive payment (as set out in Quotation) as a further consideration for KM to provide the Services. Such Incentive Payment shall not be refundable, deductible or set off with any payment obligations of the Customer.
- 3.3 The delivery of the Services shall be subject to the Customer's satisfactory fulfilment of the conditions set out in Clause 3.2. Subject thereto, where a delivery date is specified in the Quotation, such delivery date shall apply, and where no delivery date is specified in the Quotation, delivery of Services shall take place within sixty (60) days from the date of the order confirmation.
- 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 The risk of loss and damage to the Products shall pass to the Customer upon delivery to the Service Location. Title to the Products will remain with KM until:
 - (a) full payment of the purchase price therefor is made by the Customer; or
 - (b) in the case of a Product Rental with a Buyout Option, the Customer has validly exercised the Buyout Option

- 3.6 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.
- 3.7 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.
- 3.8 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:-
- 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;
 - publish the software for others to copy;
 - rent, lease or lend the software;
 - transfer the software or the License to any third party; or
 - 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, The Customer may utilize the available Advanced Token(s) for the respective token based services during the validity period, expressed in months, as specified in this Agreement.
- 6.2 Use of Advanced Token(s) shall be governed by the scope of work and deduction scheme as set out in the Appendix of a Quotation.
- 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 Upon confirmation of a token service request, the corresponding number of Advanced Token(s) shall be deducted from the available Advanced Token(s) balance in accordance with the applicable token deduction scheme. Where the available Service Token balance is insufficient, the Customer shall procure additional Advanced Token(s). Charges for such additional Advanced Token(s) shall be payable in advance and received by KM before such additional Advanced Token(s) are credited to the Customer's available balance.
- 6.5 The Advanced Tokens are non-refundable, non-redeemable for cash or credits, non-transferable, and non-exchangeable. The Advanced Tokens are non-convertible between categories or applied, deducted or set off against any fees, charges, debts or other amounts payable by the Customer to KM. Any unused Advanced Tokens shall automatically expire and be forfeited upon expiry of the applicable validity period.
- 6.6 KM reserves the right, upon reasonable prior notice to the Customer, to amend, update, suspend, withdraw or discontinue any token service, the applicable service scope and/or the token deduction matrix from time to time.
- 6.7 Any service request not expressly included within the applicable service scope shall be deemed out of scope and shall be subject to a separate quotation and agreement between the parties. 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 gross negligence, fraud, or wilful misconduct 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. KM's aggregate liability to the Customer arising out of or in connection with the Services shall not exceed:
- in the case of an outright purchase, the total amount paid by the Customer for the relevant Services;
 - in the case of Services subject to a Minimum Term and recurring charges, the total recurring charges actually paid by the Customer for the relevant Services during the twelve (12) months immediately preceding the event giving rise to the liability; and
 - in the case of token based services, the amount paid for the relevant number of Advanced Token(s) giving rise to the claim.
9. REPUDIATION & TERMINATION
- 9.1 Time shall be of the essence in respect of payment of all sums due hereunder and the Customer shall be deemed to have repudiated this Agreement if any payment remains unpaid after the same becomes due. Without prejudice to any other rights or remedies available to KM, KM reserves the absolute right to:-
- suspend the provision of the Services without incurring any liability to the Customer; or
 - terminate this Agreement in accordance with Clause 9.2(a) of these T&Cs.
- 9.2 The parties hereto may terminate an Agreement, and its respective obligations hereunder, as follows:
- by KM, if any of the sums payable hereunder or any other indebtedness is not paid by the Customer within the due date;
 - 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;
 - 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;
 - by KM, with or without cause, upon 30 days' written notice of intent to terminate to Customer;
 - by either party, if any of the Force Majeure events eg act of God, fire, natural disaster, accident happened.
- 9.3 If Minimum Term applies, the Customer is not entitled to early termination of the Minimum Term unless Customer has paid to KM:-
- all arrears of monies accrued due and unpaid under the Minimum Term together with interest thereon at the Default Rate; and
 - all payments which would have been payable for the remainder of the Minimum Term from the date of termination; and
 - any costs and expenses incurred by KM in (i) collecting any payments due under Customer's order or otherwise in obtaining the due performance of the obligations of the Customer; and (ii) recovering, collecting and repossessing any Products provided under a Product Rental.
- 9.4 The Customer may terminate the Services upon expiry of the Minimum Term by giving KM at least two (2) months' prior written notice before the expiry of the Minimum Term, or by paying KM an amount equivalent to two (2) months' Monthly Price in lieu of such notice. If Customer does not notify KM of renewal or its intention to terminate the Services by giving the aforesaid 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 and payable to KM on or before the date of termination, or which become payable as a consequence of such termination, including the payment obligation set out in Clause 9.3 (where the Minimum Term applies), and any sums which would have been payable had they been incurred prior to the date of termination;
 - (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.
18. TERMS AND CONDITIONS FOR PRODUCTS AND SERVICES WITH AI FUNCTIONS
- 18.1 As part of the Services, the Customer may input, upload, scan, transmit or otherwise submit documents, information and other materials through the artificial intelligence features, functionalities or services made available as part of the Services ("AI Features"). The AI Features may use artificial intelligence technologies to process the Input and generate certain Outputs as may be available through the respective AI Features ("Output"). For the purpose of this clause, an "Input" shall mean any and all documents, data, information, content, materials, records, files, images, audio, video, text, prompts, instructions, queries, metadata, software, code and other materials that are:
- (a) inputted, uploaded, scanned, submitted, transmitted, transferred, posted, shared or otherwise made available by or on behalf of the Customer;
 - (b) accessed, collected, retrieved, extracted, imported, synchronized or processed by the Services from any systems, applications, databases, storage locations, devices or third-party services designated, connected to, or authorized by the Customer; or
 - (c) any derivative, compilation, modification, adaptation, enrichment or transformation of the foregoing created by or on behalf of the Customer;
- and includes any personal data, confidential information, proprietary information, trade secrets, intellectual property, third-party materials and data obtained from third-party sources, systems or services authorised by the Customer.
- 18.2 Certain AI Features may utilize services, models or technologies provided by third parties ("Third-Party Services"). KM does not endorse, warrant or guarantee any Third-Party Services and shall not be responsible for their availability, performance, accuracy or output. KM may suspend, modify, restrict, replace or discontinue any AI Feature at any time where required due to legal, regulatory, security, technical or third-party service limitations. KM does not guarantee the availability of any particular AI model, functionality or Third-Party Service and may replace any such model, functionality or Third-Party Service at its discretion.

- 18.3 Accordingly, the Customer's use of the AI Features and any Output may be subject to applicable third-party licence terms, usage policies or restrictions. All Input submitted through the AI Features shall be deemed to be provided, authorised and controlled by the Customer and shall constitute Customer Content for all purposes under this Agreement.
- 18.4 In order to provide the AI Features, Input and related data may be transmitted to, processed by and stored on systems operated by KM and/or Third-Party Services, including systems located outside Hong Kong. The Customer represents and warrants that it has obtained and shall maintain all necessary rights, licences, consents, authorizations, and legal bases required for such processing and transfer of Input. The use of Input by Third-Party Services is subject to the applicable terms, policies, and technical configurations governing such Third-Party Services.
- 18.5 The Customer shall ensure that its use of the AI Features, including any Input and Output, complies with all applicable laws and does not infringe any third-party rights. The Customer shall not misrepresent the source of any Output or the fact that it was generated, in whole or in part by artificial intelligence.
- 18.6 The Customer shall exercise its own discretion when determining whether any document, information or material is suitable for submission to the AI Features. Without limiting the foregoing, the Customer should not submit classified, highly sensitive, privileged, confidential or regulated information unless it has independently assessed and accepted the associated risks and complied with all applicable laws, contractual obligations and internal policies. Where any Input contains personal data or other regulated information, the Customer shall be solely responsible for ensuring that such submission and processing comply with all applicable data protection, privacy and confidentiality laws and requirements.
- 18.7 The AI Features, including any Output generated therefrom, are provided on an "as is" and "as available" basis. To the fullest extent permitted by law, KM makes no representation or warranty, whether express or implied, regarding the availability, accuracy, completeness, reliability, timeliness, suitability, performance or fitness for a particular purpose of the AI Features or any Output. The Customer acknowledges that Output may contain errors, omissions or inaccuracies and shall independently review and verify any Output before relying on or using it. KM shall not be liable for any loss, damage, cost or expense arising from or in connection with the Customer's use of, or reliance upon, the AI Features or any Output.
- 18.8 The Customer acknowledges that:-
- (a) KM does not review, monitor, verify or validate any Input or Output and has no obligation to do so.
 - (b) the Output may not be unique and that similar or identical outputs may be generated for other users. KM makes no representation or warranty that any Output is original, non-infringing or capable of protection under intellectual property laws. The Customer is solely responsible for its use of any Output, and KM shall have no liability for any claims arising from such use, including claims relating to infringement of third-party rights; and
 - (c) the AI Features and any Output may contain errors, inaccuracies, biases or incomplete information. The Customer is solely responsible for reviewing and verifying any Output before relying upon or using it. The AI Features and any Output are not intended to provide, and shall not be relied upon as, medical, legal, financial, investment or other professional advice.
- 18.9 The Customer shall indemnify, defend and hold harmless KM, its affiliates, suppliers, directors, officers, employees, agents and subcontractors (collectively, the "Indemnified Parties") from and against any and all claims, actions, proceedings, demands, losses, liabilities, damages, judgments, settlements, penalties, fines, costs and expenses (including reasonable legal fees and expenses) arising out of, relating to, or in connection with:
- (a) any Input, content, data, information, materials or instructions provided by or on behalf of the Customer;
 - (b) the Customer's access to, use of, reliance on, distribution of, publication of, or implementation of any Output;
 - (c) the Customer's products, services, business operations, decisions or actions based on any Output;
 - (d) any breach of this Agreement, applicable law, regulation or industry requirement by the Customer or any of its personnel, contractors or representatives;
 - (e) any allegation that the Customer's Input, materials, data, use of the Services or use of any Output infringes, misappropriates or otherwise violates any intellectual property, privacy, confidentiality, publicity or other rights of any third party;
 - (f) any negligence, wilful misconduct or fraudulent act or omission of the Customer or any person acting on its behalf; or
 - (g) any investigation, inquiry, enforcement action, complaint or proceeding by any governmental, regulatory or supervisory authority arising out of or relating to the Customer's Input, use of the AI Features, or use of any Output.
- KM shall promptly notify the Customer of any claim for which indemnification is sought, provided that any delay in notification shall not relieve the Customer of its indemnification obligations except to the extent the Customer is materially prejudiced by such delay. KM may participate in the defence of any claim using counsel of its own choosing at its own expense. The Customer shall not settle any claim in a manner that imposes any obligation, admission of liability or restriction on any Indemnified Parties without KM's prior written consent.
- 18.10 The obligations under this Clause 18 shall survive termination or expiry of Agreement.
19. GUARANTEE (if applicable)
- 19.1 In consideration of KM agreeing to enter into the Agreement, the Guarantor(s) as set out in the "Guarantor" section of the Quotation, irrevocably and unconditionally guarantees the due and prompt payment, performance and discharge by the Customer of all its obligations and compliance with all provisions hereof including, without prejudice to the generality of the foregoing, the payments payable under this T&C and covenants that if the Customer shall default in payment of any sum, it shall on demand pay or procure the payment of all sums due and the performance of all obligations in the manner required and further shall pay:-
- (a) interest (both before and after judgment) on any amount for the time being unpaid and due to KM hereunder, from the date of demand on the Guarantor(s) until payment, at the Default Rate calculated on a day to day basis and compounded monthly; and
 - (b) legal and other costs, charges and expenses (on a full indemnity basis) incurred by KM in enforcing or endeavouring to enforce the provisions hereof.

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。
 - “買斷選擇權” 指柯尼卡美能達授予客戶的選擇權，使客戶可於完成最短協議期限後，在支付適用的買斷價格及遵守柯尼卡美能達指明的適用條款及條件的前提下，取得產品租賃項下產品的所有權。為免生疑問，買斷選擇權不適用於任何軟件、訂閱服務、授權許可或任何以訂閱形式提供的其他項目。
 - “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協議期限。在此期間，除非客戶已履行本條款第 9.3 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。
 - “一般辦公時間” 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。
 - “產品租賃” 指柯尼卡美能達向客戶提供一項租賃安排，讓客戶於最短協議期限內使用一項或多項產品，而客戶須按月支付經常性費用作為代價。如柯尼卡美能達未另行以書面同意，該等產品的所有權仍屬於柯尼卡美能達。
 - “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” 指報價單上產品描述部分（Product Description）及／或服務描述部分（Service Description）欄中所列明的任何項目。
 - “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. 關於產品及服務
 - 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 柯尼卡美能達根據第3.1條提供服務之責任，須以下列所有先決條件獲履行為前提:-
 - (a) 客戶須於下單日期起七（7）日內，按柯尼卡美能達要求提交所有信用評估所需文件，包括但不限於以下文件之經核證副本:-
 - (i) 商業登記證；
 - (ii) 公司註冊證書；及
 - (iii) 銀行月結單／財務報表及／或與客戶及／或擔保人有關的其他相關文件。
 - (b) 柯尼卡美能達信納客戶之信用評估結果。
 - (c) 如屬設有最短協議期限之服務，客戶須於柯尼卡美能達發出訂單確認後及於服務交付前，向柯尼卡美能達支付:-
 - (i) 首月月費（預繳）；及
 - (ii) 如適用，獎勵金（以報價單所載者為準），作為柯尼卡美能達提供有關服務之額外代價。該獎勵金不得退還，亦不得從客戶應付之任何款項中扣減、抵銷或作任何形式之抵扣。
 - 3.3 服務交付均須以客戶已妥善履行第3.2條所載先決條件為前提。在此前提下，如報價單已列明交付日期，則以該交付日期為準；如報價單未有列明交付日期，則產品交付須於訂單確認日期起計六十（60）日內完成。
 - 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 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:-
 - (a) 全額支付貨款之前；或
 - (b) 於產品租賃附有買斷選擇權的情況下，客戶已有效行使買斷選擇權前，柯尼卡美能達保留該產品的所有權。
 - 3.6 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碼發送給客戶當日，或有關製造商的保修條款中規定的日期開始計算。
 - 3.7 所有到場和遠端支援服務將無法在一般辦公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。
 - 3.8 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，客戶可於本協議所訂明之有效期（以月數表示）內，就相關以預繳代幣為基礎之服務使用可用的預繳代幣。

6.2 有關預繳代幣的使用須受報價單附件所載之工作範圍及扣除方案所規管。

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 於確認代幣服務要求後，將根據適用的代幣扣除方案，從可用的預繳代幣餘額中扣除相應數量的預繳代幣。倘若可用的服務預繳代幣餘額不足，客戶須額外購買預繳代幣。該等額外預繳代幣的費用須預先支付，且柯尼卡美能達須於將該等額外預繳代幣記入客戶可用餘額前收到有關款項。

6.5 預繳代幣不設退款、不可兌換為現金或積分、不可轉讓，亦不可交換。預繳代幣不可於不同類別之間轉換，亦不得用作抵扣、扣減或抵銷客戶應付予柯尼卡美能達的任何費用、收費、債務或其他款項。任何未使用之預繳代幣將於適用有效期屆滿時自動失效並被沒收。

6.6 柯尼卡美能達保留權利，在向客戶發出合理的事先通知後，不時修訂、更新、暫停、撤回或終止任何代幣服務、適用服務範圍及／或預繳代幣扣除方案。

6.7 任何未明確列入適用服務範圍內的服務要求，均視為超出服務範圍，並須由柯尼卡美能達及客戶雙方另行報價及訂立協議。客戶明白，對於該等超出服務範圍的額外服務要求，柯尼卡美能達於執行任何額外工作前將就有關服務另行發出報價單。

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、反索賠或抵銷。

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，除非該等損失乃由柯尼卡美能達員工的重大疏忽、欺詐或故意不當行為所造成。
- 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。柯尼卡美能達因本服務或與本服務有關而對客戶承擔之累計責任總額，以以下金額為上限:-
- (a) 如屬一次性購買服務，為客戶就有關服務已支付之總費用；
 - (b) 如屬設有最短協議期限及定期收費之服務，為客戶就有關服務於引致有關責任事件發生前緊接十二（12）個月內實際支付之定期服務費總額；及
 - (c) 如屬以預繳代幣為基礎之服務，為客戶就引致有關申索之相關預繳代幣已支付之費用。
9. 拒絕履約及協議終止
- 9.1 支付本協議項下所有到期應付款項屬協議的關鍵要素，而倘任何款項於到期後仍未支付，客戶將被視為已拒絕履約本協議。在不損害柯尼卡美能達享有的任何其他權利或補救措施的前提下，柯尼卡美能達保留絕對權利:-
- (a) 暫停提供服務，而無須就此向客戶承擔任何責任；或
 - (b) 根據本條款第 9.2(a) 條終止協議。
- 9.2 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，則另一方可以終止合約；
 - (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。
- 9.3 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(i) 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；及(ii) 追討、收回及取回根據產品租賃提供的任何產品時所付出的任何成本和費用。
- 9.4 客戶可於最短協議期限屆滿時終止服務，惟客戶須於最短協議期限屆滿前不少於兩（2）個月向柯尼卡美能達發出書面通知，或向柯尼卡美能達支付相當於兩（2）個月月費之金額以代替該通知。如客戶未有按照上述規定發出續約通知或終止服務之通知，則有關服務將按月續期，直至柯尼卡美能達正式收到上述通知為止。
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) 於協議終止日期當日或之前已到期並應付予柯尼卡美能達的任何款項，或因該終止而須予支付的任何款項，包括第 9.3 條所訂明的付款責任（最短服務期適用），以及任何於協議終止日期前產生即應予支付的款項；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並不解除客戶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。
18. 具備人工智能功能的產品及服務條款
- 18.1 作為服務之一部分，客戶可透過作為服務一部分所提供的人工智能功能、特性或服務（「AI 功能」）輸入、上載、掃描、傳送或以其他方式提交文件、資料及其他材料。AI 功能可利用人工智能技術處理輸入資料，並生成相關 AI 功能所提供的若干輸出結果（「輸出結果」）。就本條款而言，「輸入資料」指任何及所有符合以下情況的文件、數據、資料、內容、材料、紀錄、檔案、圖片、音訊、影片、文字、提示語（prompts）、指示、查詢、元數據（metadata）、軟件、程式碼及其他材料:-
(a) 由客戶或代表客戶以輸入、上載、掃描、提交、傳送、轉移、發布、分享或以其他方式提供；
(b) 由服務從客戶指定、連接或授權的任何系統、應用程式、資料庫、儲存位置、裝置或第三方服務存取、收集、擷取、提取、匯入、同步或處理；或
(c) 由客戶或代表客戶基於上述任何資料所建立、編製、修改、改編、充實（enrichment）或轉化的衍生資料。上述輸入資料包括其中所包含的任何個人資料、機密資料、專有資料、商業秘密、知識產權、第三方材料，以及從客戶授權的第三方來源、系統或服務取得的數據。
- 18.2 某些AI功能可能使用由第三方提供的服務、模型或技術（「第三方服務」）。柯尼卡美能達並不認可、保證或擔保任何第三方服務，亦不對其可用性、表現、準確性或輸出內容承擔責任。基於法律、監管、安全、技術或第三方服務限制的需要，柯尼卡美能達可隨時暫停、修改、限制、更換或終止任何AI功能。柯尼卡美能達不保證任何特定AI模型、功能或第三方服務持續可用，並可酌情更換任何該等模型、功能或第三方服務。
- 18.3 因此，客戶對AI功能及任何輸出內容之使用，可能受適用的第三方授權條款、使用政策或其他限制所約束。透過人工智能功能提交之所有輸入資料，均應視為由客戶提供、授權及控制，並就本協議之一切目的而言構成客戶內容。
- 18.4 為提供AI功能，輸入資料及相關數據可能會被傳輸至、由柯尼卡美能達及／或第三方服務營運之系統處理及儲存，包括位於香港境外之系統。客戶聲明、陳述及保證，其已取得並將持續維持就有關輸入資料之處理及傳輸所需之一切權利、授權、牌照、同意、批准及其他合法依據。輸入資料被第三方服務使用、處理、存取或儲存時，均須受該等第三方服務各自適用之條款、政策及技術配置所規限。
- 18.5 客戶須確保其使用AI功能（包括任何輸入資料及輸出內容）符合所有適用法律，且不侵犯任何第三方權利。客戶不得對任何輸出內容的來源作出失實陳述，亦不得隱瞞該輸出內容全部或部分由人工智能生成的事實。
- 18.6 客戶須自行判斷任何文件、資料或材料是否適合提交至AI功能。在不限制前述規定的情況下，除非客戶已自行評估及接受相關風險，並已遵守所有適用法律、合約責任及內部政策，否則不應提交屬機密、高度敏感、享有法律專業保密權、受保密責任約束或受監管的資料。如任何輸入資料包含個人資料或其他受監管資料，客戶須自行負責確保該等資料的提交及處理符合所有適用的資料保障、私隱及保密法律及規定。
- 18.7 AI功能及其所產生的任何輸出內容均按「現況」及「可提供時」的基礎提供。在法律允許的最大範圍內，柯尼卡美能達不就AI功能或任何輸出內容的可用性、準確性、完整性、可靠性、及時性、適用性、表現或是否適合特定用途，作出任何明示或默示的陳述或保證。客戶確認輸出內容可能包含錯誤、遺漏或不準確之處，並須於依賴或使用任何輸出內容前自行審閱及核實。柯尼卡美能達毋須就因客戶使用或依賴AI功能或任何輸出內容而產生或與之有關的任何損失、損害、成本或開支承擔責任。
- 18.8 客戶確認及同意:-
(a) 柯尼卡美能達不會審閱、監察、核實或驗證任何輸入資料或輸出結果，且柯尼卡美能達並無任何責任作出上述審閱、監察、核實或驗證；
(b) 輸出內容未必屬獨有，而其他使用者亦可能獲生成相同或相似的輸出內容。柯尼卡美能達不就任何輸出內容是否屬原創、是否不侵犯第三方權利或是否可根據知識產權法獲得保護，作出任何陳述或保證。客戶須自行負責使用任何輸出內容，而柯尼卡美能達毋須就因使用該等輸出內容而引起的任何申索承擔責任，包括涉及侵犯第三方權利的申索；及
(c) AI功能及任何輸出內容可能包含錯誤、不準確、偏差或不完整資料。客戶須自行負責於依賴或使用任何輸出內容前進行審閱及核實。AI功能及任何輸出內容並非旨在提供醫療、法律、財務、投資或其他專業意見，亦不得被視為或依賴作任何該等意見。
- 18.9 客戶須就因下列事項所引致、產生、與之相關或基於下列事項而提出之一切及任何申索、訴訟、法律程序、要求、損失、責任、損害賠償、判決、和解款項、罰款、處罰、成本及開支（包括合理律師費及法律開支），向柯尼卡美能達、其聯屬公司、供應商、董事、高級職員、僱員、代理人及分包承辦商（統稱“受彌償人士”）作出彌償、為其抗辯及使其免受損害:-
(a) 由客戶或代表客戶提供之任何輸入資料、內容、數據、資料、材料或指示；
(b) 客戶對任何輸出內容之存取、使用、依賴、分發、發布或實施；
(c) 客戶基於任何輸出內容而作出之產品、服務、業務營運、決策或行動；
(d) 客戶或其任何僱員、承辦商或代表違反本協議、任何適用法律、法規或行業規定；
(e) 任何指稱客戶之輸入資料、材料、數據、服務之使用或任何輸出內容之使用，侵犯、挪用或以其他方式違反任何第三方之知識產權、私隱權、保密權、公開權或其他權利；或
(f) 客戶或任何代表客戶行事之人士之疏忽、故意不當行為或欺詐性作為或不作為；或

- (g) 任何因客戶之輸入資料、使用AI功能或使用任何輸出內容而引起、產生或與之相關之政府機關、監管機構或監督機關所作出的任何調查、查詢、執法行動、投訴或法律程序。

柯尼卡美能達應在合理可行情況下盡快通知客戶其擬要求獲得彌償之任何申索；惟任何延遲通知並不解除客戶之彌償責任，除非且僅限於該延遲對客戶就有關申索之抗辯造成重大損害。柯尼卡美能達有權自費委聘其自行選擇之法律顧問參與有關申索之抗辯。未經柯尼卡美能達事先書面同意，客戶不得以任何方式就有關申索達成和解，而該等和解會對任何受彌償人士施加任何責任、作出任何承認責任之聲明或施加任何限制。

18.10 本第18條項下之義務於本協議終止或屆滿後仍然有效及具約束力。

19. 擔保（如適用）

19.1 作為柯尼卡美能達同意訂立本協議之代價，於報價單「擔保人」欄位所列之擔保人（統稱及各自稱為「擔保人」）不可撤銷及無條件地擔保客戶妥善及準時履行、支付及解除其於本協議項下之一切責任，並遵守本協議所有條文。在不影響前述一般性原則下，擔保人保證客戶支付本條款及細則項下應付之款項，並承諾如客戶未能支付任何款項，擔保人須於接獲要求時支付或促使支付所有到期款項，以及按規定方式履行所有責任，並須進一步支付:-

- (a) 就當時仍未支付且應付予柯尼卡美能達之任何款項，由向擔保人提出付款要求之日起至實際付款之日止（無論判決前或判決後）按違約利率計算之利息；該利息按日累計並按月複利計算；及
- (b) 柯尼卡美能達因執行或嘗試執行本協議條文而招致之一切法律費用及其他成本、收費及開支（按全額彌償基準計算）。

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。
“買斷選擇權”	指柯尼卡美能達授予客戶的選擇權，使客戶可於完成最短協議期限後，在支付適用的買斷價格及遵守柯尼卡美能達指明的適用條款及條件的前提下，取得產品租賃項下產品的所有權。為免生疑問，買斷選擇權不適用於任何軟件、訂閱服務、授權許可或任何以訂閱形式提供的其他項目。
“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協議期限。在此期間，除非客戶已履行本條款第9.3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。
“一般辦公時間”	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。
“產品租賃”	指柯尼卡美能達向客戶提供一項租賃安排，讓客戶於最短協議期限內使用一項或多項產品，而客戶須按月支付經常性費用作為代價。如柯尼卡美能達未另行以書面同意，該等產品的所有權仍屬於柯尼卡美能達。
“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”	指報價單上產品描述部分及／或服務描述部分欄中所列明的任何項目。
“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. 關於產品及服務

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 柯尼卡美能達根據第3.1條提供服務之責任，須以下列所有先決條件獲履行為前提:-

- (a) 客戶須於下單日期起七（7）日內，按柯尼卡美能達要求提交所有信用評估所需文件，包括但不限於以下文件之經核證副本:-
 - (i) 商業登記證；
 - (ii) 公司註冊證書；及
 - (iii) 銀行月結單／財務報表及／或與客戶及／或擔保人有關的其他相關文件。
- (b) 柯尼卡美能達信納客戶之信用評估結果。
- (c) 如屬設有最短協議期限之服務，客戶須於柯尼卡美能達發出訂單確認後及於服務交付前，向柯尼卡美能達支付:-
 - (i) 首月月費（預繳）；及
 - (ii) 如適用，獎勵金（以報價單所載者為準），作為柯尼卡美能達提供有關服務之額外代價。該獎勵金不得退還，亦不得從客戶應付之任何款項中扣減、抵銷或作任何形式之抵扣。

3.3 服務交付均須以客戶已妥善履行第3.2條所載先決條件為前提。在此前提下，如報價單已列明交付日期，則以該交付日期為準；如報價單未有列明交付日期，則產品交付須於訂單確認日期起計六十（60）日內完成。

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 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:-

- (a) 全額支付貨款之前；或
- (b) 於產品租賃附有買斷選擇權的情況下，客戶已有效行使買斷選擇權前，柯尼卡美能達保留該產品的所有權。

3.6 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碼發送給客戶當日，或有關製造商的保修條款中規定的日期開始計算。

3.7 所有到場和遠端支援服務將無法在一般辦公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。

3.8 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，客戶可於本協議所訂明之有效期（以月數表示）內，就相關以預繳代幣為基礎之服務使用可用的預繳代幣。

6.2 有關預繳代幣的使用須受報價單附件所載之工作範圍及扣除方案所規管。

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 於確認代幣服務要求後，將根據適用的代幣扣除方案，從可用的預繳代幣餘額中扣除相應數量的預繳代幣。倘若可用的服務預繳代幣餘額不足，客戶須額外購買預繳代幣。該等額外預繳代幣的費用須預先支付，且柯尼卡美能達須於將該等額外預繳代幣記入客戶可用餘額前收到有關款項。

6.5 預繳代幣不設退款、不可兌換為現金或積分、不可轉讓，亦不可交換。預繳代幣不可於不同類別之間轉換，亦不得用作抵扣、扣減或抵銷客戶應付予柯尼卡美能達的任何費用、收費、債務或其他款項。任何未使用之預繳代幣將於適用有效期屆滿時自動失效並被沒收。

6.6 柯尼卡美能達保留權利，在向客戶發出合理的事先通知後，不時修訂、更新、暫停、撤回或終止任何代幣服務、適用服務範圍及／或預繳代幣扣除方案。

6.7 任何未明確列入適用服務範圍內的服務要求，均視為超出服務範圍，並須由柯尼卡美能達及客戶雙方另行報價及訂立協議。客戶明白，對於該等超出服務範圍的額外服務要求，柯尼卡美能達於執行任何額外工作前將就有關服務另行發出報價單。

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，除非該等損失乃由柯尼卡美能達員工的重大疏忽、欺詐或故意不當行為所造成。

- 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。柯尼卡美能達因本服務或與本服務有關而對客戶承擔之累計責任總額，以以下金額為上限:-
- (a) 如屬一次性購買服務，為客戶就有關服務已支付之總費用；
 - (b) 如屬設有最短協議期限及定期收費之服務，為客戶就有關服務於引致有關責任事件發生前緊接十二（12）個月內實際支付之定期服務費總額；及
 - (c) 如屬以預繳代幣為基礎之服務，為客戶就引致有關申索之相關預繳代幣已支付之費用。
9. 拒絕履約及協議終止
- 9.1 支付本協議項下所有到期應付款項屬協議的關鍵要素，而倘任何款項於到期後仍未支付，客戶將被視為已拒絕履約本協議。在不損害柯尼卡美能達享有的任何其他權利或補救措施的前提下，柯尼卡美能達保留絕對權利:-
- (a) 暫停提供服務，而無須就此向客戶承擔任何責任；或
 - (b) 根據本條款第 9.2(a) 條終止協議。
- 9.2 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，則另一方可以終止合約；
 - (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。
- 9.3 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末付的款項，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：(i) 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；及(ii) 追討、收回及取回根據產品租賃提供的任何產品時所付出的任何成本和費用所付出的任何成本和費用。
- 9.4 客戶可於最短協議期限屆滿時終止服務，惟客戶須於最短協議期限屆滿前不少於兩（2）個月向柯尼卡美能達發出書面通知，或向柯尼卡美能達支付相當於兩（2）個月月費之金額以代替該通知。如客戶未有按照上述規定發出續約通知或終止服務之通知，則有關服務將按月續期，直至柯尼卡美能達正式收到上述通知為止。
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) 於協議終止日期當日或之前已到期並應付予柯尼卡美能達的任何款項，或因該終止而須予支付的任何款項，包括第 9.3 條所訂明的付款責任（最短服務期適用），以及任何於協議終止日期前產生即應予支付的款項；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並不解除客戶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。
17. 具備人工智能功能的產品及服務條款
- 17.1 作為服務之一部分，客戶可透過作為服務一部分所提供的人工智能功能、特性或服務（「AI 功能」）輸入、上載、掃描、傳送或以其他方式提交文件、資料及其他材料。AI 功能可利用人工智能技術處理輸入資料，並生成相關 AI 功能所提供的若干輸出結果（「輸出結果」）。就本條款而言，「輸入資料」指任何及所有符合以下情況的文件、數據、資料、內容、材料、紀錄、檔案、圖片、音訊、影片、文字、提示語（prompts）、指示、查詢、元數據（metadata）、軟件、程式碼及其他材料:-
- (a) 由客戶或代表客戶以輸入、上載、掃描、提交、傳送、轉移、發布、分享或以其他方式提供；
 - (b) 由服務從客戶指定、連接或授權的任何系統、應用程式、資料庫、儲存位置、裝置或第三方服務存取、收集、擷取、提取、匯入、同步或處理；或
 - (c) 由客戶或代表客戶基於上述任何資料所建立、編製、修改、改編、充實（enrichment）或轉化的衍生資料。
- 上述輸入資料包括其中所包含的任何個人資料、機密資料、專有資料、商業秘密、知識產權、第三方材料，以及從客戶授權的第三方來源、系統或服務取得的數據。
- 17.2 某些AI功能可能使用由第三方提供的服務、模型或技術（「第三方服務」）。柯尼卡美能達並不認可、保證或擔保任何第三方服務，亦不對其可用性、表現、準確性或輸出內容承擔責任。基於法律、監管、安全、技術或第三方服務限制的需要，柯尼卡美能達可隨時暫停、修改、限制、更換或終止任何AI功能。柯尼卡美能達不保證任何特定AI模型、功能或第三方服務持續可用，並可酌情更換任何該等模型、功能或第三方服務。
- 17.3 因此，客戶對AI功能及任何輸出內容之使用，可能受適用的第三方授權條款、使用政策或其他限制所約束。透過人工智能功能提交之所有輸入資料，均應視為由客戶提供、授權及控制，並就本協議之一切目的而言構成客戶內容。
- 17.4 為提供AI功能，輸入資料及相關數據可能會被傳輸至、由柯尼卡美能達及／或第三方服務營運之系統處理及儲存，包括位於香港境外之系統。客戶聲明、陳述及保證，其已取得並將持續維持就有關輸入資料之處理及傳輸所需之一切權利、授權、牌照、同意、批准及其他合法依據。輸入資料被第三方服務使用、處理、存取或儲存時，均須受該等第三方服務各自適用之條款、政策及技術配置所規限。
- 17.5 客戶須確保其使用AI功能（包括任何輸入資料及輸出內容）符合所有適用法律，且不侵犯任何第三方權利。客戶不得對任何輸出內容的來源作出失實陳述，亦不得隱瞞該輸出內容全部或部分由人工智能生成的事實。
- 17.6 客戶須自行判斷任何文件、資料或材料是否適合提交至AI功能。在不限制前述規定的情況下，除非客戶已自行評估及接受相關風險，並已遵守所有適用法律、合約責任及內部政策，否則不應提交屬機密、高度敏感、享有法律專業保密權、受保密責任約束或受監管的資料。如任何輸入資料包含個人資料或其他受監管資料，客戶須自行負責確保該等資料的提交及處理符合所有適用的資料保障、私隱及保密法律及規定。
- 17.7 AI功能及其所產生的任何輸出內容均按「現況」及「可提供時」的基礎提供。在法律允許的最大範圍內，柯尼卡美能達不就AI功能或任何輸出內容的可用性、準確性、完整性、可靠性、及時性、適用性、表現或是否適合特定用途，作出任何明示或默示的陳述或保證。客戶確認輸出內容可能包含錯誤、遺漏或不準確之處，並須於依賴或使用任何輸出內容前自行審閱及核實。柯尼卡美能達毋須就因客戶使用或依賴AI功能或任何輸出內容而產生或與之有關的任何損失、損害、成本或開支承擔責任。
- 17.8 客戶確認:-
- (a) 輸出內容未必屬獨有，而其他使用者亦可能獲生成相同或相似的輸出內容。柯尼卡美能達不就任何輸出內容是否屬原創、是否不侵犯第三方權利或是否可根據知識產權法獲得保護，作出任何陳述或保證。客戶須自行負責使用任何輸出內容，而柯尼卡美能達毋須就因使用該等輸出內容而引起的任何申索承擔責任，包括涉及侵犯第三方權利的申索；及
 - (b) AI功能及任何輸出內容可能包含錯誤、不準確、偏差或不完整資料。客戶須自行負責於依賴或使用任何輸出內容前進行審閱及核實。AI功能及任何輸出內容並非旨在提供醫療、法律、財務、投資或其他專業意見，亦不得被視為或依賴作任何該等意見。
- 17.9 客戶須就因下列事項所引致、產生、與之相關或基於下列事項而提出之一切及任何申索、訴訟、法律程序、要求、損失、責任、損害賠償、判決、和解款項、罰款、處罰、成本及開支（包括合理律師費及法律開支），向柯尼卡美能達、其聯屬公司、供應商、董事、高級職員、僱員、代理人及分包承辦商（統稱「受彌償人士」）作出彌償、為其抗辯及使其免受損害:-
- (a) 由客戶或代表客戶提供之任何輸入資料、內容、數據、資料、材料或指示；
 - (b) 客戶對任何輸出內容之存取、使用、依賴、分發、發布或實施；
 - (c) 客戶基於任何輸出內容而作出之產品、服務、業務營運、決策或行動；
 - (d) 客戶或其任何僱員、承辦商或代表違反本協議、任何適用法律、法規或行業規定；
 - (e) 任何指稱客戶之輸入資料、材料、數據、服務之使用或任何輸出內容之使用，侵犯、挪用或以其他方式違反任何第三方之知識產權、私隱權、保密權、公開權或其他權利；或
 - (f) 客戶或任何代表客戶行事之人士之疏忽、故意不當行為或欺詐性作為或不作為；或
 - (g) 任何因客戶之輸入資料、使用AI功能或使用任何輸出內容而引起、產生或與之相關之政府機關、監管機構或監督機關所作出的任何調查、查詢、執法行動、投訴或法律程序。
- 柯尼卡美能達應在合理可行情況下盡快通知客戶其擬要求獲得彌償之任何申索；惟任何延遲通知並不解除客戶之彌償責任，除非且僅限於該延遲對客戶就有關申索之抗辯造成重大損害。柯尼卡美能達有權自費委聘其自行選擇之法律顧問參與有關申索之抗辯。未經柯尼卡美能達事先書面同意，客戶不得以任何方式就有關申索達成和解，而該等和解會對任何受彌償人士施加任何責任、作出任何承認責任之聲明或施加任何限制。
- 17.10 本第17條項下之義務於本協議終止或屆滿後仍然有效及具約束力。

18. 擔保（如適用）
- 18.1 作為柯尼卡美能達同意訂立本協議之代價，於報價單「擔保人」欄位所列之擔保人（統稱及各自稱為「擔保人」）不可撤銷及無條件地擔保客戶妥善及準時履行、支付及解除其於本協議項下之一切責任，並遵守本協議所有條文。在不影響前述一般性原則下，擔保人保證客戶支付本條款及細則項下應付之款項，並承諾如客戶未能支付任何款項，擔保人須於接獲要求時支付或促使支付所有到期款項，以及按規定方式履行所有責任，並須進一步支付:-
- (a) 就當時仍未支付且應付予柯尼卡美能達之任何款項，由向擔保人提出付款要求之日起至實際付款之日止（無論判決前或判決後）按違約利率計算之利息；該利息按日累計並按月複利計算；及
 - (b) 柯尼卡美能達因執行或嘗試執行本協議條文而招致之一切法律費用及其他成本、收費及開支（按全額彌償基準計算）。