

Terms and Conditions
for Trial Use and Testing on DC/CBB/vIP-Net/Software/Cloud/Hosting

Customer (“You”) has read and agreed to the following terms and conditions:

1. You will not be allowed to have concurrent tests on connectivity and data centre.
2. Company will not provide any trouble-shooting support for any trial testing of the service.
3. Company has the sole discretion and right to disconnect the service of connectivity /data centre immediately in case of illegal/abuse of the test, and Company reserves the right to claim you for the damages caused by such act, such as the usage of resources like the bandwidth and the electricity.
4. You are required to take care of all belongings and equipment brought with you. Company is not responsible for whatsoever damage or loss happened to them.
5. You are required to remove all their belongings and equipment after testing. Anything left behind will be disposed at the sole discretion of Company.
6. All testing equipment provided by Company remains the property of Company. Company reserves the right to claim you for any damage or loss happened to the testing equipment.
7. The testing environment provided by Company will be offered on an “as it” basis. Company is not liable for whatsoever happened, and/or to your equipment. You are required to conduct necessary procedures to safeguard your belongings / equipment.
8. All software provided by Company is on an “as is” basis with no warranties of any kind and Company will not be liable for any damages of any kind arising from the use. Company further disclaims all warranties, express and implied, including without limitation, any implied warranties of merchantability or fitness for a particular purpose.
9. You acknowledge that any software which may be available or provided to you may contain technology that is subject to strict controls pursuant to export control laws and regulations of other countries and jurisdictions. You hereby agree that you will not transfer or export such software in violation of such applicable export laws and regulations. Company does not authorize the downloading or exportation of any software or technical data to any jurisdiction prohibited by such export controls laws and regulations.
10. Company does not covenant, represent or warrant to Customer, expressed or implied, that its provision of the service shall be uninterrupted or fault-free.
11. Company grants you a non-exclusive, no-transferrable, royalty-free, limited license to use the binary form of the software provided by Company/its vendor for personal use only. Redistribution of programs owned by Company is strictly prohibited, unless explicitly granted by Company.
12. All programs and content, including text, graphics, logos, button icons, images and software, are the properties of the Company or its software/content suppliers and are protected by international copyright laws. Any attempt of reverse engineering, disassembly, or decompilation of programs, is strictly prohibited.
13. Company may send notices to you via either email or regular mail. Company may also provide notices of changes to the terms or other matters by displaying notices or links to notices to you generally on the service provided by Company.

14. While it is Company's intent not to monitor your online communications, Company reserves the right to edit or remove content that Company becomes aware of and determine to be harmful illegal and/or offensive. Company may terminate or suspend your account as a result of violation of this sub-clause.
15. The integrity of the system relies on proper use of email as message passing media. The use of email system, directly or indirectly as a spamming tool, or other than it is intended, is prohibited.
16. Charges for the service shall be waived during the trial period and such trial may be terminated at any time without notice. Company reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the service (or any part thereof) with or without notice.
17. Company shall not be liable for any direct, indirect, special, incidental or consequential damages (including damages for loss of business, loss of profits, loss of data or data corruption), whether based on breach of contract, tort (including negligence), product liability or otherwise, even if Company or its representatives have been advised of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose.
18. You are expected not to use the service provided by Company for any unlawful activities not otherwise covered above, including but not limited to, attempting to compromise the security of any networked account, a site or a country. Appropriate legal procedures will be pursued when Company becomes aware of any of these activities.
19. Login ID(s) and password(s) are the properties of Company. You shall keep password(s) confidential and be responsible for use of all login ID(s) and use and change your password(s) periodically for better security. After the trial period, login ID(s) and password(s) shall be deactivated automatically.
20. You agree and shall procure that any users you enable or permit to access the service agree, at all times comply with Company's acceptable use policy (the "AUP") as amended from time to time, a copy of which can be found at Company's website and which is incorporated into and made a part of these Terms of Use.
21. Notwithstanding anything to the contrary in the AUP, any data you or any users enter into the Service during your free trial will be permanently deleted at the earlier of (a) the end of the free trial period, or (b) termination of your Service by Company. You cannot export data entered during the free trial period.
22. You shall indemnify, defend and hold harmless Company and its affiliates from and against any claims, causes of action, losses, damages, costs or expenses arising out of or relating to use by you or any users of Company's host computers, network hubs and points of presence or the Service in any way, including any breach of the AUP by you or any users.

The above terms may be revised at any time and you shall periodically visit our website at <https://portal.ntt.com.hk> for the latest version.