

TERMS OF USE

THESE TERMS OF USE GOVERN YOUR ACCESS TO AND USE OF CONSOLECONNECT.COM, APP.CONSOLECONNECT.COM AND API.CONSOLECONNECT.COM, INCLUDING ANY CONTENT, FUNCTIONALITY AND SERVICES OFFERED ON OR THROUGH CONSOLECONNECT.COM, APP.CONSOLECONNECT.COM, API.CONSOLECONNECT.COM AND THE MOBILE APPLICATION (COLLECTIVELY, THE “**APPLICATION**”) AND AFFECTS YOUR LEGAL RIGHTS AND OBLIGATIONS WITH RESPECT TO YOUR USE OF THE APPLICATION, ACCESSING YOUR ACCOUNT, AND THE PURCHASE OF SERVICES (THE “**SERVICES**”) THROUGH THE APPLICATION.

THE APPLICATION IS OFFERED AND AVAILABLE TO USERS WHO ARE 18 YEARS OF AGE OR OLDER. BY USING THE APPLICATION, YOU REPRESENT AND WARRANT THAT YOU ARE OF LEGAL AGE AND HAVE THE LEGAL CAPACITY TO ENTER INTO AND FORM A BINDING CONTRACT WITH US. IF YOU DO NOT NEED ALL OF THESE REQUIREMENTS, YOU MUST NOT ACCESS OR USE THE APPLICATION.

PLEASE READ THROUGH THE TERMS OF USE CAREFULLY. TO AGREE TO THESE TERMS, PLEASE CLICK THE RELEVANT CHECK BOX PROVIDED AND CLICK THE “CREATE MY ACCOUNT” BUTTON. IF YOU DO NOT ACCEPT THESE TERMS, PLEASE DO NOT USE THE APPLICATION. THESE TERMS OF USE WERE LAST UPDATED IN OCTOBER 2022.

Please contact Us at consoleconnect@pccwglobal.com for any queries.

“You” or “Your” means the person or company who is authorised by Us to use the Application to access Your Account to manage Your Services, including, without limitation, upgrade or modify existing Services, purchase new or additional Services, or to terminate Services.

“We”, “Our” and “Us” means PCCW Global Limited having its registered office at 39th Floor, PCCW Tower, Taikoo Place, 979 King’s Road, Quarry Bay, Hong Kong, its subsidiaries and affiliated companies.

1. DEFINITIONS

1.1. Capitalized terms in these Terms of Use will have the following meanings:

“**Account Administrator**” means the individual identified by You to manage Your use of the Application and exercise the rights set out in section 2.3 of these Terms of Use.

“**Services**” means the products and services offered by Us online for Your use and/or purchase, which may be accessed via the Application.

“**Service Agreement**” means the commercial agreement between You and Us which governs the terms and conditions for purchase and use of the Services which can be (i) any existing service agreement between You and Us; or (ii) in the absence of an existing service agreement, Our general terms and conditions set out at <https://www.pccwglobal.com/en/terms-conditions> in effect as of the date that the order is placed.

“**Service Commencement Date**” means the date when the Service is activated and/or connected, as We notify You in writing stating that the Service is operational.

“**Specific Terms**” mean the additional terms and conditions specific to a particular Service.

1.2 Other capitalized terms have the meanings defined herein.

2. SCOPE, INTENT & AUTHORITY

2.1 **Scope.** These Terms of Use set out the terms and conditions of Your use of the Application. Any use or purchase of the Services by You through the Application, or rights and obligations between You and Us relating to the Services, are governed by Your Service Agreement with Us. These Terms of Use modify or amend some of the terms of any Service Agreement with respect to any Services to the extent applicable. If there is any inconsistency or conflict between the terms of these Terms of Use and the applicable Service Agreement then the inconsistency or conflict will be resolved in the following order of precedence: the order, the Specific Terms relevant to that Service, these Terms of Use and the Service Agreement.

- 2.2. Intent. Your use of the Application includes the authority to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT THE APPLICATION AND/OR SERVICES ARE USED FOR ENTERPRISE COMMERCIAL USE, AND NOT FOR PERSONAL, DOMESTIC, INDIVIDUAL OR HOUSEHOLD USE. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO THROUGH THE APPLICATION, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS. In order to access and retain Your electronic records, You may be required to have certain hardware and software, which are Your sole responsibility.
- 2.3. Authority. As a registered user of the Application, You may establish an account ("**Account**"). You are solely responsible for maintaining the confidentiality and security of Your Account, devices and the network and for all activities that occur on or through Your Account, and You agree to immediately notify Us of any security breach of, or unauthorized use of, Your Account. We shall not be responsible for any losses arising out of the unauthorized use of Your Account.
- 2.3.1 Account Administrator. We will provide access to the Application to an Account Administrator designated by You. The Account Administrator acts as Your authorized representative with respect to all transactions initiated through the Application. The Account Administrator is responsible for notifying Us of any issues surrounding the use of the Application or Your Account. You may not change an Account Administrator without Our prior written consent.
- 2.3.2 Account Management & Access. The Account Administrator can, at any time through the Application: (a) invite and/or grant access to additional authorised users to Your Account ("**Authorised Users**"); (b) manage the Authorized Users; (c) change the Authorised Users by deleting them from Your Account; and (d) assign or revoke an Authorised User's access rights to Your Account to ensure and safeguard Your Account. We may cooperate with You and Your Account Administrator to investigate any unusual or suspected fraudulent or unauthorized use of Your Account upon written notice from the Account Administrator.
- 2.3.3 Authorised Users. The Authorised Users are the authorised representatives of the Account Administrator with respect to all transactions and uses initiated through the Application. The Authorised Users' rights of transactions and uses are determined and updated from time to time by the Account Administrator through the Application.
- 2.3.4 Account Activity. BY NAMING YOUR ACCOUNT ADMINISTRATOR, YOU AGREE THAT ALL PURCHASES, ORDERS, USES, CONNECTIONS, ACTIVITIES AND OTHER TRANSACTIONS (COLLECTIVELY "ORDER(S)") INITIATED, REQUESTED AND/OR SUBMITTED BY THE ACCOUNT ADMINISTRATOR AND AUTHORIZED USERS THROUGH THE APPLICATION, OTHERWISE ELECTRONICALLY OR IN WRITING ARE YOUR RESPONSIBILITY, EVEN IF YOU WERE UNAWARE OF ANY PARTICULAR ORDER OR IF A PARTICULAR ORDER EXCEEDED THE AUTHORITY, AS GRANTED BY YOU, OF THE ACCOUNT ADMINISTRATOR OR AUTHORIZED USER. WE HAVE THE SOLE DISCRETION TO DECIDE WHETHER TO ACCEPT SUCH ORDER(S).
- 2.3.5 Information Accuracy. You are responsible for ensuring that all information You provide to us is complete, accurate, and informing Us of any changes to the information You have provided. You may access and update Your Account settings and information in Your registered Account profile. You must not submit any information about any third parties without their prior written consent. By submitting information about any third parties, You agree to ensure and guarantee that such third party(ies) will comply with these Terms of Use.
- 2.3.6 Compelled Disclosure. We may disclose your information (including confidential information) pursuant to a judicial or governmental request, requirement or order, where lawfully required by such authorized institutions. We shall, however, to the extent legally permissible, give you sufficient prior notice to contest such request, requirement or order and disclose strictly only that part of information that has been requested.
- 2.4. Third Party Rights. Your use of the Application and its features may involve access to or incorporation of third party (such as payment service provider) website(s) and/or content. You agree that We do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services

of third parties. You agree that You will not use any third-party materials in a manner that would infringe or violate the rights of any other party and that We are not in any way responsible for any such use by You.

3. PRIVACY

Your use of the Application is subject to Our Privacy Statement (<https://www.pccwglobal.com/en/privacy-statement>), in addition to the privacy policies of any third party providers whose websites, portals, applications, materials, services or products are incorporated into the Application.

4. ONLINE ORDERING & SERVICE PROVISIONING

- 4.1 By clicking the relevant box, You confirm: (i) acceptance of the Service Agreement; and (ii) agreement to pay for the Service ordered. Notwithstanding every effort we made, the availability of all Service offering(s) at the price(s) as indicated on the Application are not guaranteed. We may reject/cancel Your Order(s) (without liability) if We are unable to process or fulfill it, and You will not be charged.
- 4.2 Price estimates provided during the calculation stage are indicative only and are subject to change from time to time. The fee(s) for use of the Services will be charged in US Dollars exclusive of taxes, as indicated on the Application prior to Your confirmation to pay, as listed in the price list as available and updated at the relevant link on the Application at the time of service provisioning, or subsequently as indicated in section 4.3 below ("**Service Fee(s)**"). Service Fees will be charged/billed from the Service Commencement Date through Your selected payment methods, (a) credit card(s) in accordance with the following terms or (b) invoice(s).
- 4.3 We may increase or add new fee(s) and charge(s) for any existing Service You are using by giving You at least 30 days prior notice. Fees and charges for any new Service or new feature of a Service will be effective when We post the updated fees and charges on the Application, unless we expressly state otherwise in a notice.
- 4.4 It is your responsibility to check the applicable price(s), fee(s) and charge(s) when you order/request Service(s). Our records on Services You order/request, including without limitation, Service period(s), applicable price(s), provisioning details will be included in the invoice(s). Unless You present any disputes regarding the correctness of an invoice with supporting documentation that demonstrates the improper charge(s) within thirty (30) days of the date of the relevant invoice, Our records as set out in the invoice shall be final, conclusive and binding upon the Parties and the invoice shall be deemed undisputed.
- (a) Credit Card Payment
- 4.5 A valid credit card is required for completing the Order online. We do not accept pre-paid or virtual credit cards. We will send You an acknowledgment receipt to confirm Your Order. If You do not receive an acknowledgment receipt, please contact support (email: servicedesk@pccwglobal.com, phone: +27117973395).
- 4.6 If You elect to pay using credit card(s), you have elected to use the services of a third party payment or billing service provider in connection with Your purchase from Us and, Your use of such services will be subject to such third party service provider's own terms and conditions. You may be required to provide that third party provider with Your bank account or credit/debit card details. We are not responsible for, and You agree to hold us harmless from and against any liability resulting from, the acts or omissions of any third party payment or billing provider.
- 4.7 You are responsible to ensure the credit card that You use for Service payment remains valid during the initial and/or any renewal term(s) of the Service ("**Term**"). If the credit card expires or becomes invalid for whatever reason during the Term, We may suspend and/or terminate the Service without any liability whatsoever and You will remain liable to pay us any outstanding Service Fees.
- 4.8 Credit card issuing banks may charge You an international transaction fee, dependent upon the country where You place the Order and currency of the credit card. Please check with Your credit card issuing bank for details of such charges. In the event You pay Service Fees in a currency other than US Dollars, You shall be responsible for any currency exchange loss suffered by Us so that We receive an amount equal to the Service Fees.
- 4.9 You authorise Us to charge You and You agree to pay for any charges, fees and/or taxes imposed on Us or on You for the Service(s) to be collected by Us on behalf of governments and other authorities on such credit card(s), except as limited by applicable laws.

4.10 Charging of Service Fees.

- (a) Initial Service Fee(s). For the new Service(s) You ordered, We will charge You an Initial Service Fee as indicated on the Application for the first month or period of Service(s). The Initial Service Fee will be charged to Your credit card on the Service Commencement Date, which will also be the Due Date for the Initial Service Fee.
- (b) For the requested period of Service(s) not less than one month, if the calculation for any Service Fee(s) commences on a date other than the first day of a month or terminates on a date other than the last day of a month, the relevant amount of Service Fees for the partial month shall be calculated pro-rata, on the basis of the actual number of days in the relevant month.
- (c) Recurring Service Fee(s). For the recurring Service(s) You ordered, We will charge You Recurring Service Fees monthly or at time period(s) as indicated on the Application. The Recurring Service Fees will be charged to Your credit card on the first day of the month/period for each subsequent month/period, which will also be the Due Date for the Recurring Service Fees ("**Billing Date**" or "**RSF Due Date**"), until the Service(s) is terminated. By ordering Service(s) that renew automatically and providing relevant billing details of valid credit card(s), You provide Us a continuous and express authority during the Term to charge Recurring Service Fees on such credit card(s) on the RSF Due Date.

4.11 Termination.

- (a) For Service(s) ordered with no automatic renewal(s), the Service Agreement terminates upon expiry of the initial Term.
- (b) For Service(s) ordered with automatic renewal(s), You can terminate the Service(s) at any time after expiry of the initial Term and during the renewal Term by sending Us a written notice, and the termination will be effective on the third day after the date of receipt of the notice or the requested subsequent termination date ("**Termination Date**"). Charged amount(s) prior to the Termination Date will not be refunded. If the termination notice is received prior to the Billing Date for a subsequent termination date, the final Service Fee will be pro-rated up to the Termination Date.

4.12 Refund. In the event that You are entitled to a refund pursuant to the relevant Service Agreement, Service Fees already debited to the credit card in question, will be refunded or credited to the same credit card in about 90 days from the date that Your refund has been approved by Us. Such refund shall be Your exclusive remedy for the occurrence that led to or caused the refund and We shall not be held liable whatsoever to You, the credit cardholder in question and/or any third party in connection with or arising from such occurrence after the refund.

4.13 Cancellation/Suspension of Online Ordering. We may cancel, suspend or restrict Your use of our Online Ordering platform at any time without notice for no reason or with reason including but not limited to instances where We suspect Your Account is being used or may be used:

- (i) by persons that have not been authorised by You;
- (ii) in breach of the Service Agreement, these Terms of Use and/or any applicable law or government order/policy/direction/guideline; or
- (iii) in a manner that may cause loss to Us.

(b) Invoice Payment

4.14 If You select invoice payment, the relevant terms and provisions in the Service Agreement will apply.

5. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITIES

WE DO NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE APPLICATION WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, AND YOU AGREE THAT FROM TIME TO TIME WE MAY SUSPEND ACCESS TO OR REMOVE ANY OF THE APPLICATION FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE APPLICATION OR ANY FREE OFFERINGS AT ANY TIME, WITHOUT NOTICE TO YOU.

YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE APPLICATION IS AT YOUR SOLE RISK. THE APPLICATION AND ALL SERVICES DELIVERED TO YOU THROUGH THE APPLICATION ARE (EXCEPT AS EXPRESSLY STATED BY US OR AS AGREED IN THE SERVICE AGREEMENT) PROVIDED

"AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF COMPLETENESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU.

IN NO CASE SHALL WE, OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE APPLICATION OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE APPLICATION, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT AND INFORMATION, ANY LOSS OR CORRUPTION OF ANY DATA, LOSS OF PRIVACY OF COMMUNICATIONS, BUSINESS INTERRUPTION, LOSS OF PROFIT, LOSS OF GOODWILL, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OR REVENUE, LOSS OF ANTICIPATED SAVINGS, OR ANY OTHER ECONOMIC LOSS OR ANY LOSS OF GOODWILL OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT, INFORMATION, AND/OR SERVICE POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE APPLICATION, EVEN IF ADVISED OF THEIR POSSIBILITY. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY (REGARDLESS OF THE CAUSE OF ACTION), SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW AND SHALL IN NO EVENT EXCEED THE LESSER OF (I) THE TOTAL AMOUNT PAID BY YOU FOR THE AFFECTED SERVICE(S) FOR SERVICE PERIOD(S) LESS THAN TWELVE(12) MONTHS, OR (II) THE TOTAL AMOUNT PAID BY YOU IN THE TWELVE (12) MONTH PERIOD PRECEDING THE OCCURRENCE THAT LED TO OR CAUSED THE LOSS AND/OR DAMAGES. THE AFORESAID LIMITATION OF LIABILITY SHALL NOT APPLY TO INDEMNITY AND/OR PAYMENT OBLIGATIONS UNDER THESE TERMS.

WE SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE APPLICATION, BUT YOU AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND WE HEREBY DISCLAIM ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

WE DO NOT REPRESENT OR GUARANTEE THAT THE APPLICATION WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND WE DISCLAIM ANY LIABILITY RELATING THERETO. YOU ARE RESPONSIBLE FOR BACKING UP YOUR OWN SYSTEM AND MAINTAINING AND SAFEGUARDING YOUR ACCOUNT INFORMATION.

6. WAIVER AND INDEMNITY

BY USING THE APPLICATION, YOU AGREE, TO THE EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THESE TERMS OF USE, YOUR USE OF THE APPLICATION, OR ANY ACTION TAKEN BY US AS PART OF OUR INVESTIGATION OF A SUSPECTED VIOLATION OF THESE TERMS OF USE OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THESE TERMS OF USE HAS OCCURRED. THIS MEANS THAT YOU CANNOT SUE OR RECOVER ANY DAMAGES FROM US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS AND LICENSORS AS A RESULT OF OUR DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION OR CONTENT, TO WARN YOU, TO SUSPEND OR TERMINATE YOUR ACCESS TO THE APPLICATION, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF OUR CONCLUSION THAT A VIOLATION OF THESE TERMS OF USE HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THESE TERMS OF USE.

7. INTELLECTUAL PROPERTY

- 7.1 You agree that the Application, including but not limited to Our Services, graphics, user interface, scripts, and software used to implement the Application, contains proprietary information and material that is owned by Us and/or Our licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that You will not use such proprietary information or materials in any way whatsoever except for use of the Application in compliance with these Terms of Use. No portion of the Application or its features or functionality may be reproduced in any form or by any means, except as expressly permitted in these Terms of Use.

You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Application in any manner, and You shall not exploit the Application in any unauthorized way whatsoever, including, but not limited to, by trespass or burdening network capacity.

7.2 Notwithstanding any other provision of these Terms of Use, We reserve the right to change, suspend, remove, disable, restrict or terminate access to the Application, any Services, or other materials comprising a part of the Application at any time without notice. In no event shall We incur any liability to You or otherwise as a result of any such actions. We may also impose limits on the use of or access to certain features or portions of the Application, in any case and without notice or liability. By Your use of the Application, You grant to Us an irrevocable, royalty-free, perpetual and worldwide license to cite, use and include Your or Your affiliates' company name, trademarks, trade names, service marks, logos, domain names and other brand features in any online and offline marketing, publicity or promotional materials, or otherwise.

7.3 All copyrights in and to the Application (including the compilation of content, postings, links to other Internet resources, and descriptions of those resources) and related software are owned by Us and/or Our licensors, who reserve all their rights in law and equity. THE USE OF THE APPLICATION OR ANY OF ITS CONTENT, FEATURES OR FUNCTIONALITY, EXCEPT AS PERMITTED IN THIS AGREEMENT, IS STRICTLY PROHIBITED AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR INFRINGEMENT OF OUR OR A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

8. CHANGES

We reserve the right to modify these Terms of Use and to impose new or additional terms or conditions on Your use of the Application at any time without notice. Such modifications and additional terms and conditions will be effective immediately and incorporated into these Terms of Use. Your continued use of the Application will be deemed acceptance thereof. It is Your responsibility to check these Terms of Use periodically for changes and/or additional terms or conditions.

9. DISPUTE RESOLUTION

You agree that in case of any dispute arising out of, under, or in connection with Your use of the Application, such dispute will be subject to the dispute resolution procedures and governing law provisions of the relevant Service Agreement.

10. MISCELLANEOUS

These Terms of Use represent the entire agreement between us with respect to Your use of the Application, superseding any prior agreements between us in relation to the same subject matter contained in these Terms of Use. You also may be subject to additional terms and conditions that may apply when You use affiliate services, third-party content, or third-party software. If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. Our failure to enforce any right or provisions in these Terms of Use will not constitute a waiver of such or any other provision. We will not be responsible for failures to fulfill any obligations due to causes beyond Our control. We will give You any necessary notices by posting them on the Application. You agree to check the Application for notices and agree that you will be considered to have received a notice when it is made available to You by posting on the Application.