

TERMS AND CONDITIONS

updated on 2023Nov24

1. General Agreement for all Clients (including Dedicated Desk, Membership, Virtual Office and Company Service Clients)
 - 1.1. This Agreement does not provide any tenancy interest with the Accommodation that Ngate provides to the Client.
 - 1.2. The House Rules form an integral part of this Agreement and the Client has to adhere to these rules while subscribing to any of our services.
 - 1.3. The Client provides Ngate with the Client's pre-consent to the Agreement, Terms and Conditions and House Rules in their most updated version, as they shall be updated from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of service to the Client.
 - 1.4. If the Client uses any services of Ngate, including the address of the Center, not subscribed in the Agreement, Ngate reserves the right to charge the Client on the service item at the prevailing market rate.
 - 1.5. Client agrees that only the company name registered on this Agreement may publicise the address of the Center during the Service Term. Violation of this clause will result in a fine of \$3000 or more, plus legal action taken against the Client at the Client's expense.
 - 1.6. If, for any reasons, Ngate is unable to provide the Client with the Accommodation on the Start Date, Ngate will not be liable for any damage or loss caused to the Client. In such an event, the Client may choose to cancel the Agreement.
 - 1.7. If, for any reasons, Ngate is unable to provide the Client with any service during the Service Term, Ngate will not be liable for any damage or loss caused to the Client. In such an event, Ngate will refund to the Client the payment for the remaining term which has been prepaid by the Client, if applicable.
 - 1.8. Access to Client's Accommodation may be required for regular cleaning or inspection for law enforcement. The Client is responsible of keeping the Client's properties secured or bring any confidential documents with the Client. Ngate is not liable for any loss or damage of the Client's documents, belongings, or properties in the Center under any circumstances.
 - 1.9. Ngate reserves the right to change the Client's Accommodation, the layout and furniture of the Center.
 - 1.10. All references to "dollars" or "\$" or "HK\$" in this Agreement refer to Hong Kong dollars, which is the currency used for all purposes in this Agreement.
2. Description of Services for Dedicated Desk Clients
 - 2.1. Only one individual, the Staff of the Client, can use the Accommodation.
 - 2.2. The Staff of the Client is permitted to use the Accommodation and the common facilities of the Center during Office Hours and Extended Hours.
 - 2.3. The Staff of the Client has the exclusive use of the desk listed on the Agreement with an area no more than area of 110cm by 90cm. During the Service Term, the Staff may use the chair and the desk that Ngate supplies to the Client.
 - 2.4. The Staff of the Client has access to high-speed wireless internet.
 - 2.5. The Staff of the Client may use the meeting area upon the approval of Ngate.
 - 2.6. The Staff of the Client has access to the common area including the washroom and the pantry.
 - 2.7. The Client may use the address of the Center for business registration and mailing.
 - 2.8. When the Agreement ends, the Client must vacate all the Client's belongings, leaving the Client's Accommodation the same state as the Client acquires it. Ngate reserves the right to dispose any of the Client's belongings and properties at the Client's costs for any items left in the Center by the Client after the End Date. Ngate is not liable for any costs incurred or proceeds from the sale of the Client's properties in such an event.
3. Description of Services for Membership Clients

- 3.1. Membership period is subscribed on a monthly basis effective from the Start Date to the End Date inclusive. Any unused days of Membership of a month cannot be carried forward to the following month.
 - 3.2. A random desk and a chair, subject to availability, will be assigned by Ngate's staff to the Staff upon his/her check-in to the Center. The Client shall use the assigned desk and chair during the Office Hours.
 - 3.3. The Staff of the Client has access to high-speed wireless internet.
 - 3.4. At the end of Office Hours every working day, the Staff of the Membership Client is required to take away all his/her belongings. Any Membership Client's belongings that are left unattended during Office Hours or outside Office Hours, will be disposed of without notification to the Membership Client. Ngate is not liable for any loss or damage of any of Membership Client's belongings.
 - 3.5. Membership service does not grant the Membership Client the right to use the address of the Center. The Membership Client must purchase Virtual Office service in order to use the address of the Center. Any violation of this will result in automatic enrolment of the Membership Client into our Virtual Office service starting from the month when he/she first uses the address of the Center. The automatic enrolment of the Virtual Office service will continue in subsequent months until the Client submits a written notice to the Center Manager to end the Virtual Office service.
 - 3.6. A Day Pass entitles the Client to use the Membership services for one day during the Office Hours.
4. Description of Services for Virtual Office Clients
- The Virtual Office Client may use the address of the Center for business registration and mailing address during the Service Term.
5. Description of Services for Company Service Clients
- 5.1. The Company Service Client of Startup A and Startup B Plans may use the address of the Center for business registration and mailing address during the Service Term.
 - 5.2. The Company Service Client of Progress A and Progress B Plans **CANNOT** use the address of the Center for business registration and mailing address during the Service Term.
6. Mail Collection for Dedicated Desk and Virtual Office Clients
- 6.1. The Staff and the Mail Collector of the Client may collect mails, parcels, and items for the Client at the Center during Office Hours by signing the Mail Collection Form and presenting his/her identification.
 - 6.2. Ngate does not accept any items for the Client before the Start Date or after the End Date. Ngate is not liable for the loss or damage of any such items.
 - 6.3. The Client agrees to hold harmless and indemnify Ngate, the directors, officers, agents, employees, contractors, and affiliates of Ngate, from any and all liability, arising out of any problems due to the loss, or damage, or disposal of any delivered and in-transit mails, parcels and/or items.
 - 6.4. Ngate reserves the right to reject, return, or dispose any items which are perishable, dangerous, or suspicious at the expense of the Client. The Client will indemnify Ngate from any loss or damage arising from such an event. The Client further agrees not to collect any money or proceeds from Ngate resulting from the disposal.
 - 6.5. Mail Forwarding and Parcel Forwarding:
 - Mail forwarding and Parcel Forwarding are prepaid monthly and the service will be renewed automatically every month until the Client terminates the service.
 - The monthly Mail forwarding and Parcel Forwarding fees do not include packaging and postage fees. Client will be invoiced with these additional fees at the end of each month.
 - Mail forwarding and Parcel Forwarding service will be conducted weekly except on Public Holidays.

- **The Client holds no harm and indemnify Ngate from any delay, loss or damage of any mail, parcels or items arising from the mail forwarding service and/or the parcel forwarding service whether or not the mail/parcel/item is delivered or in transit.**

7. Payment Terms and Options

- 7.1. Client agrees to pay the prevailing fee for the service as posted on Ngate’s website at www.ngatecloud.com.
- 7.2. All services are prepaid online.
- 7.3. All monthly chargeable items will be charged at the monthly rate for the whole month (i.e., not pro-rated) regardless on which calendar day of the month the service is started and will not be refunded for the portion not used.
- 7.4. **AUTOMATIC RENEWAL OF SERVICE: To provide continuous service to the Client, the following services will be renewed automatically for the same Service Term of the Agreement, at the prevailing rate posted on the website of Ngate at www.ngatecloud.com:**
- VO Bronze (1month, 6months, 12 months)
 - VO Silver (1month, 6months, 12 months)
 - VO Gold (1month, 6months, 12 months)
 - Progress A (1 year)
 - Progress B (1 year)
 - Membership (1month, 6months, 12 months)
 - Dedicated Office (1month, 6months, 12 months)
 - Mail Forwarding (1 month)
 - Parcel Forwarding (1 month)
 - Pedestal (1 month)
 - Web Hosting (1 month)

If the Client does not want to renew the service, the Client must provide Ngate with a written prior notice of non-renewal as follows:

SERVICE TERM	PRIOR NOTICE REQUIRED
1 MONTH	14 days
6 MONTHS	30 days
12 MONTHS	60 days

- 7.5. The Client agrees to pay for the service(s) listed in the Agreement for the full Service Term between the Start Date and the End Date inclusive.
- 7.6. For Dedicated Desks and Membership Clients, the retainer fee is equivalent to one month of the service fee listed on the Agreement and is due upon the acceptance of this Agreement by the Client.
- 7.7. Retainer less any deductions for damage incurred to Ngate’s furniture, installations, the Client’s Accommodation or the Center, or any payments in arrears will be returned to the Client within three months from the end of the Agreement.
- 7.8. Ngate reserves the right to withhold services if payments are not received on time.
- 7.9. The Client’s receipt will be sent to email provided during online service subscription.
- 7.10. Any late payment will result in a charge of 10% of the payment amount and the Client will be invoiced immediately on the due date of the payment date.
- 7.11. Any insufficient fund transaction will result in an administration fee of HK\$150, which is due immediately on the date when the insufficient fund transaction occurs.
- 7.12. Ngate reserves the right to renew the Agreement with the Dedicated Desk fee, Membership fees, Virtual Office fee, or any other fees adjusted at the prevailing market price.
- 7.13. Dedicated Desk Client will be invoiced a restoration fee of HK\$300 on the End Date to cover the regular restoration expenses required to return the Accommodation back to its original state.
8. Use of Facilities in the Center
- 8.1. The Client, Client’s guests, Client’s staff and Client’s agent(s) are not permitted to alter or damage the Accommodation, the properties and furniture of the Center.

- 8.2. The use of common facilities; including the toilet, the pantry, and any part of the Center is open to all Clients during Office Hours. Each member should keep the common areas clean and tidy.
- 8.3. The Client is not allowed to install any internet, telecom or cabling in the Center.
9. No Unlawful or Prohibited Use of Services
You agree that while using Ngate's services, you will not perform the followings:
- 9.1. Use the Services in connection with contests, chain letters, junk email, spamming or unsolicited messages;
- 9.2. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others;
- 9.3. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through Ngate's Services.
10. Data Protection
The Client acknowledges that he/she has read, understood and agreed to Our Privacy Policy listed on Ngate's website at www.ngatecloud.com/src/policy.php. The Client gives consent to Ngate to collect, use and process the personal data of the Client and the Client's staff in accordance with Ngate's Privacy Policy.
11. Disclosure of Information
Ngate reserves the right at all times to disclose any information about you, your participation in and use of the Services as Ngate deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Ngate's sole discretion.
12. Confidentiality
The Client is required to maintain the confidentiality regarding the business of Ngate, users in the Center and other clients of Ngate.
13. Security Cameras
Security cameras are installed to ensure the security of the premises from theft, unauthorized access, or damage to the property. Client acknowledges and accepts the monitoring of the Center by security cameras. The use of security cameras will not occur in washrooms.
14. Insurance
The Client is responsible for obtaining insurance to protect the Client's loss or damage of data, equipment, property, business, and any bodily injury or death of the Client and the Client's employees, the Client's guests, the Client's affiliates, and any third parties.
15. Disclaimer of Warranties
Ngate provides the services "as is" and with all faults, and disclaim the services all warranties and conditions including, but not limited to any warranties or conditions regarding responses, results, effort and lack of negligence. There is no warranty to non-infringement. The entire risk of participation in or the use of the services, remains with the Client.
16. Covenant Not to Compete
- 16.1. The Client agrees that at no time during the term of the Agreement that the Client will engage in any business activity which is competitive with Ngate; including provision of registered office, virtual office, company service, anti-money laundering application, trust services, employment for any company which competes with Ngate. Violation will result in immediate termination of this Agreement and a penalty fee. The penalty fee is calculated as twenty-four times of the monthly Accommodation fee listed in the Agreement, and the penalty fee is due upon termination of the Agreement.
- 16.2. For a period of three year(s) immediately following the termination the Agreement, the Client will not, for the Client or on behalf of any other person or business enterprise, engage in any business activity which competes with Ngate within 100 kilometres of the location of the Center.

Violation will result in a penalty fee. The penalty fee is calculated as twenty-four times of the monthly Accommodation fee listed in the Agreement, and the penalty fee is due upon termination of the Agreement.

17. Non-solicitation

During the term of the Agreement, and for a period of three years after the termination of the Agreement, the Client agrees not to solicit any employee or dependent contractor of Ngate on behalf of any business enterprise or induce any other employee or independent contractor associated with Ngate to terminate or breach an employment, contractual or other relationship with Ngate. Violation will result in a penalty fee. The penalty fee is calculated as twelve months salary of any employee concerned.

18. Assignment

18.1. The Client shall not transfer the Agreement to any individual or entity without the written consent from Ngate.

18.2. Ngate may transfer the Agreement together with any part or all of the Client's payable amounts under this Agreement to any individual or entities.

19. Unable to provide Services including Accommodation

If Ngate cannot provide the Services including Accommodation to the Client at the Center specified in the Agreement, Ngate will offer the Services to the Client at another location of Ngate's choice. If Ngate cannot find another location to offer the Services to the Client, the Client's Agreement will end when Ngate stops providing the Services to the Client. The Client will be responsible for the payment of the Services that he/she has used upto and including the date when the Client's Agreement ends.

20. Termination

20.1. Ngate reserves the right not to renew the Agreement at Ngate's discretion.

20.2. If Ngate finds the conduct of the Staff or any of the Client's affiliates unacceptable, Ngate reserves the right to terminate the Agreement immediately without giving prior notice to the Client; in which case, the Client is still responsible to fulfil the financial obligation for the remainder term in the Agreement.

20.3. Once the Client clicks the "SUBMIT" button on the Service Subscription Form to subscribe the service, the Client agrees to pay for the service(s) in the Agreement for the full Service Term from the Start Date through the End Date. The Client cannot terminate the Agreement.

21. Participation in or Use of Services

You acknowledge that you subscribe to our products and services at your own free will and decision. You further acknowledge that Ngate does not have any liability to you, your staff, or your affiliates if you, your staff, or your affiliates suffer any loss due to the use or participation of our products or services.

22. Liability and Indemnity

22.1. Ngate, Ngate's respective directors, officers, agents, employees, contractors, customers, and affiliates, are not responsible for the loss or damage to the property, any bodily injury and death of the Client, the Client's staff, guest(s), and affiliate(s) while the Client and/or the Client's affiliates use the Center; including without limitation to any loss or damage arising from Ngate's negligence or failure to provide any service or Accommodation listed in the Agreement, technology breakdown, machine breakdown, strike, natural or man-made disaster, or any unforeseen circumstances whatsoever.

22.2. The Client agrees to hold harmless and indemnify Ngate, Ngate's respective directors, officers, agents, employees, contractors, customers, affiliates from any and all liability, arising out of any problems, loss or damage arising from network connectivity, internet connectivity, wi-fi connectivity, data security, data storage, data loss, data leak, personal data leak, information technology, and negligence by Ngate's staff, whether it be sole or in concert with others, in connection with performance of the services described in the Agreement. The Client should

adopt the Client's own security measures such as encryption, data backup, virus protection and firewall to guard against the Client's data and business.

22.3. EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL LOSSES: NGATE IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR CUSTOMER DATA, THIRD PARTY CLAIMS, INCLUDING WITHOUT LIMITATION, COSTS OF DELAY; LOSS OR UNAUTHORIZED ACCESS OF DATA OR INFORMATION; AND LOST PROFITS OR LOST ANTICIPATED COST SAVINGS.

22.4. LIMITATION OF LIABILITY AND REMEDIES: Our maximum liability to the Client in any one event or a series of events resulting in loss or damage of the Client's and the Client's affiliates' data, property, business, personal injury or death, will be HK\$500.

23. Tax

The Client is obliged to carry out all the fiscal and tax duties of HK SARS and any jurisdictions in which the business of the Client is affiliated with or operating in. The Client holds Ngate harmless from any action, claims, liability or loss in respect of the fiscal, administrative or tax obligations which arise from the Client's business activities.

24. Law and Regulations

24.1. The Client is required to comply with all the laws and regulations of the government of HKSARS while conducting business in the Center and using any of Ngate's services including Dedicated Desk, Membership, Virtual office and company services. Any criminal offence; including Money Laundering (ML) and TF (Terrorist Financing), drug trafficking, slavery, bribery and corruption carried out by the Client, the Client's staff, or guests will result in immediate termination of the Agreement, the Client is responsible for the remainder term of the Agreement, and the total fees for the remainder term will be due on the date of termination of the Agreement.

24.2. Know Your Client (KYC)

To adhere to the AML/CTF law and regulations of HKSARS, the Client must complete and sign the CDD form and provide supporting documents as follows:

For clients who are natural persons, please complete the KYC form for provide the original and a copy of the proof of residential address and the identification document of the Client.

For clients who are legal entities, please complete the KYC form for Legal Persons and provide the original and a copy of the documents listed in Sections 2, 3 and 4 regarding the Individual Purporting to Act on Behalf of The Client; i.e. the Contact, the Client and the Beneficial Owner(s).

If the Client does not have the BR nor CI because the Client needs to apply for the BR and/or the CI using the address of the Center as the Client's business address, then the Client must provide the BR and the CI within 30 working days post signing the Agreement.

Failure to provide us with the identification or other KYC documentation will result in immediate termination of the Agreement.

The KYC forms for Natural Persons and Legal Entities can be downloaded from Ngate's website at www.ngatecloud.com in the Download Center.

25. Severability

If any provision of this Agreement is invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall remain in full force permitted by the applicable law.

26. English Prevails

If there is any inconsistency or ambiguity between the English version and the Chinese version, the English version shall prevail.

27. Governing Law and Jurisdiction

The Agreement, Terms and Conditions, and the House Rules are governed and interpreted in accordance with the laws of the Hong Kong, SARs.