

**Special Terms and Conditions of ECS CCTV Package Solution and ECS Smoke Detection Package Solution ("the Service(s)")**

1. **Application of Terms.** The provision of the Services by HKBN Enterprise Solutions Limited ("HKBNES") is governed by the General Terms and Conditions of HKBNES (please visit: <https://www.hkbnes.com/web/terms-conditions/>), the relevant special terms and conditions and other terms and conditions as set out herein. Customer ("**Customer**") is deemed to have accepted all applicable terms and conditions when applying for the above the Services.
2. **Description of Services.** ECS CCTV Package Solution provides video surveillance, and recording. ECS Smoke Detection Package Solution is a solution that provides smoke detection, video surveillance, and recording.
3. **License and Permitted Use.** Customer is granted a limited, non-exclusive and revocable license to use the Services for internal purposes only. Customer may not reverse-engineer, modify, or resell the Services, or use the Services for unlawful purposes.
4. **Contract Period.** Customer shall subscribe for the Service for no less than the Contract Period specified in the relevant Service Form (the "**Contract Period**"). Customer is required to give no less than 30 days' prior written notice (by using the prescribed cancellation form provided by HKBNES) to HKBNES to terminate the Services, and any such termination shall not take effect before the expiry of the Contract Period.
5. **Early Termination / Reduction.** If the Services is/are cancelled, terminated, or the quantity of equipment provided as part of the Services ("**Equipment**") is reduced during the Contract Period for whatever reasons, Customer shall pay to HKBNES as liquidated damages an amount equal to the prorated monthly fees for the reduced device quantity or the total amount of the monthly fees payable for the remaining Contract Period together with any administration fees from terminating or modifying the Services (if applicable).
6. **Modification of Services.** HKBNES reserves the right to modify or update the Services at any time, without prior notice. Customers are advised to regularly back up their data to prevent any potential issues.
7. **Suspension and Termination.** HKBNES may suspend and/or terminate Services, if: (i) required to do so by law; (ii) any third-party service provider suspends and/or terminates the Services for whatever reason; (iii) Customer breaches any applicable terms; (iv) if Customer's use of Services poses a security risk, may adversely impact HKBNES or any third party, may subject HKBNES to liability, or may be fraudulent.
8. **Payments.** Any payment made to HKBNES is non-transferable and non-refundable.
9. **Third-Party Providers and Manufacturers.** Customer agrees that HKBNES may appoint and/or engage any third-party provider(s) to provide any or all Services, to Customer, including pre-sale and after-sale services, marketing, provision of equipment, invoicing, customer services, collection of payment and other account-related services if applicable. Third-party provider(s) may introduce new products and/or services, or remove existing products features and functionality as part of the improvements. Third-party provider(s) may update the product description and/or remove the product from time to time.

10. **Equipment.** All Equipment remains the property of HKBNES. Upon expiry of the Contract Period, Customer may, on the terms and at the consideration set out in the relevant Service Form, purchase the Equipment from HKBNES, after which title shall pass to the Customer. Should Customer elect to return the Equipment to HKBNES instead, additional charges for Equipment collection shall apply.
  
11. **Customer's Responsibilities.** Customer shall:
  - (a) provide the administrator's credentials and passwords for the Network Video Recorder and all cameras.
  - (b) ensure that the network environment where the Network Video Recorder and cameras are located is functional and available for configuration.
  - (c) designate an on-site contact person to provide clear instructions on required surveillance views during the camera angle adjustments.
  - (d) provide the configuration backup for hardware recovery; and
  - (e) ensure site access is granted within the agreed timeframe.
  
12. **"As-Is" Basis.** The Equipment and Services are provided on an "as-is" basis. Where the Services involve internet connectivity, use is at Customer's own risk. Neither HKBNES nor any third-party service provider shall be liable for abnormal operation, privacy leakage, or other damages resulting from cyber-attack, hacking, virus infection, or other internet security risks.
  
13. **No Guarantee of Performance.** The Services do not guarantee prevention of, or protection against, any incident they are intended to detect or record, including any fire, smoke, heat, intrusion, theft, or other event. There is no assurance that false alarms will not occur, that all relevant events will be detected or recorded, or that footage or alerts will be available at any given time. HKBNES accepts no liability for any property damage, personal injury, or other loss arising from or in connection with any such incident, or any failure, delay, or error in detection, recording, or alarm.
  
14. **Connectivity-Dependent Notifications.** Remote viewing, alerts, and notifications depend on the end user's internet and Wi-Fi connectivity, power supply, and on third-party platforms and applications. HKBNES is not responsible for any failure, delay, or interruption of app services, remote viewing, recording, or notifications resulting from any of the foregoing.
  
15. **Compliance with Sanctions and Export Laws.** The Customer shall comply with all applicable export control, economic sanctions, trade embargo, and anti-boycott laws and regulations of any relevant jurisdiction, including those administered by the United Nations, the European Union, the United Kingdom, the United States, the People's Republic of China, and Hong Kong (collectively, "**Sanctions Laws**"), in connection with the use, sale, transfer, export, or re-export of the Services and Equipment.
  
16. **Restricted Parties and Territories.** The Customer shall not, directly or indirectly, use, sell, supply, transfer, export, or re-export the Services or Equipment:
  - (a) to any country, territory, person, or entity that is the subject of Sanctions Laws or any applicable embargo or restricted-party list;
  - (b) for any prohibited end-use, including any military application, the development or production of weapons of mass destruction, chemical or biological weapons, or any nuclear explosive or unsafe nuclear fuel-cycle activity; or
  - (c) without obtaining all necessary licences, authorisations, and approvals.
  
17. **AI Compliance.** Customer shall comply with all applicable laws governing the use of artificial intelligence, including the EU AI Act, and shall not place on the market, put into service, or use the

Services in connection with any prohibited AI practices. Customer shall ensure that its downstream distributors, partners, and end-users are informed of and comply with these prohibitions.

18. **Suspension for Sanctions Risk.** HKBNES may, without liability, suspend, withhold, or terminate the Services immediately if it reasonably believes that continued performance would expose HKBNES to liability or risk under any Sanctions Laws.
19. **Customer Indemnity.** Customer shall indemnify and hold HKBNES harmless from and against any and all costs, losses, liabilities, claims, fines, penalties, and expenses (including reasonable legal fees) arising out of or in connection with:
  - (a) any act or omission of Customer or its affiliates, officers, employees, agents, or contractors;
  - (b) any breach by Customer of these Terms, including the export control, sanctions, and AI compliance obligations above;
  - (c) any misuse of the Services or Equipment;
  - (d) any material misrepresentation by Customer; or
  - (e) any infringement, unlawful disclosure, misappropriation, or violation of third-party intellectual property rights attributable to Customer.
20. **Manufacturer.** HKBNES is not the manufacturer of the Equipment. All Equipment specifications, performance characteristics and certifications are provided by the manufacturer Hangzhou Hikvision Digital Technology Co., Ltd. We do not warrant or represent the accuracy, completeness or continuing validity of any manufacturer or Equipment information.

#### **Special Terms and Conditions for ECS Smoke Detection Package Solution**

1. **Nature of Solutions.** The ECS Smoke Detection Package Solution comprises early warning detection devices for smoke, heat and/or flames. They provide local audio alerts and push notifications via the Hik Connect and are intended for personal, non-commercial, installed on a stand-alone basis in homes, offices or small spaces only.
2. **Intended Use.** The ECS Smoke Detection Package Solution is supplied, marketed and intended solely for use as a stand-alone early-warning device, installed by or for the Customer on a voluntary basis. The Services are not supplied, designed, or intended for use as, or as part of, any Fire Service Installation ("FSI") as defined under the Fire Services Ordinance (Cap. 95) and related guidance issued by the Hong Kong Fire Services Department ("FSD"), any building fire alarm or fire service installation or any system relied upon to satisfy any statutory, regulatory, lease, insurance, or licensing requirement.
3. **Regulatory Reclassification:** Where the FSD or any competent authority has determined, or subsequently determines, that the relevant Equipment falls within the definition of an FSI, the Customer acknowledges and agrees that the Equipment must be installed, maintained, inspected and repaired only by a Registered Fire Service Installation Contractor (RFSIC), and the Customer shall be solely responsible for engaging an RFSIC at the Customer's own cost and for ensuring compliance with all applicable legal and regulatory requirements. HKBNES makes no representation or warranty that the Services satisfy any FSI requirement.