

Special Terms and Conditions of NPontZafe Endpoint Security Solutions (“the Service(s)”)

1. The provision of the Services by HKBN Enterprise Solutions Limited and/or HKBN Enterprise Solutions HK Limited (“HKBNES”) is governed by the General Terms and Conditions of HKBNES (please visit: <https://www.hkbnes.com/web/tc/terms-conditions/>), relevant special terms and conditions and other terms and conditions as set out herein. The customer (“Customer”) is deemed to have accepted all applicable terms and conditions and the relevant tariffs when applying for the above Services.

2. NPontZafe Endpoint Security Solutions is an Endpoint Security solution that provides centralized control, ransomware protection, internet usage management, asset tracking, and real-time threat response for enhanced endpoint security (“Services”).

Services are supplied by Qianxin International Co. Limited and its affiliates (collectively, “QAX”). Customer agrees to abide by all applicable QAX terms and conditions governing the use of the Services and their amendments including QAX-XWing Privacy Policy at <https://edr.qaxsecurity.com/web/saas/agreement/privacyPolicy> (“QAX T&Cs”)

3. 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. Customer agrees to indemnify HKBNES and QAX against any losses, liabilities, damages or claims arising from or in connection with misuse of the Services.

4. The standard lead-time for the Services shall be a minimum of seven (7) business days, commencing upon receipt and verification of all requisite information and documentation from Customer. Customer is required to confirm the information it provides is true, complete and accurate. In exceptional circumstances, HKBNES may adjust the lead-time with prior notice to the Customer.

5. Subject to Clause 8, Customer is required to give 30 days’ prior written notice (by using the prescribed cancellation form provided by HKBNES) to HKBNES to early terminate the Services.

6. If the Services is/are cancelled, terminated, or the licence quantity 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 licence quantity or the total amount of the monthly fees payable for the remaining contract period as well as any administration fees from terminating or modifying the Services (if applicable).

7. HKBNES will use reasonable endeavors to provide the Services to detect all known threats, including viruses, malware, ransomware, and phishing sites accessed on the Internet by Customer. However, HKBNES and its third-party service provider(s) do not guarantee that the Services will be continuous and completely fault-free, nor that all malware and phishing sites will be promptly detected and restricted.

8. HKBNES shall not be liable for any damages, whether direct, indirect, special, incidental, or consequential, arising from the use or download of Services. This includes, but is not limited to, intellectual property loss, data/information loss, information misrepresentation, damages to Customer or any third party, software issues, any financial or commercial loss, including but not limited to loss of savings, information, and/or reputation, irrespective of whether such damage/loss was foreseeable. THE TOTAL LIABILITY OF HKBNES SHALL NOT EXCEED AN AMOUNT EQUIVALENT TO THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER.

9. Services may contain links to third-party websites that are neither owned nor controlled by HKBNES. HKBNES assumes no responsibility for the content or privacy policies of any third-party websites. Additionally, HKBNES neither monitors nor edits the content of any third-party sites.

10. HKBNES and QAX reserve the unilateral 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.

11. HKBNES may suspend and/or terminate Services, (i) if required to do so by law; (ii) if QAX suspends and/or terminates the Services for whatever reason; (iii) if Customer violates any provision of the QAX T&Cs or any other agreement incorporated with respect to the Services; (iv) if Customer’s use of Services (A) poses a security risk, (B) may adversely impact HKBNES or any third party, (C) may subject HKBNES to liability, or (D) may be fraudulent.

12. Any payment made to HKBNES will be non-transferable and non-refundable.

13. 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 product 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.