

## General Conditions of uHub plus Service

### uHub plus 服務之一般細則

By registering / using, continuing to be registered with, and continue to use uHub plus cloud storage service, you agree to be bound by all the prevailing terms and conditions of that service, including, without limitation, the prevailing version of these “General Conditions of uHub plus Service” (“**these General Conditions**”), the “HKT Privacy Statement” and the applicable “Personal Information Collection Statement” (available at the time of your registration of the Service). You may access the latest version of these General Conditions and the “HKT Privacy Statement” at uHub plus website: [www.uHub.com](http://www.uHub.com).

閣下在登記 / 使用、持續登記和持續使用 uHub plus 雲端儲存服務，即表示閣下同意受該服務的所有適時條款及細則（包括但不限於適時之《uHub plus 服務之一般細則》（「此一般細則」）、適時之《HKT 私隱聲明》及閣下在登記服務時的相關《個人資料收集聲明》。閣下可登入 uHub plus 網站（[www.uHub.com](http://www.uHub.com)）查閱此一般細則及《HKT 私隱聲明》的最新版本。

#### 1. The Service we provide

##### 我們提供的服務

1.1 We provide you with the Service set out in the Application.

我們為您提供申請中所載之服務。

1.2 All conditions and warranties relating to our supply of the Service implied by law are excluded to such extent permissible by law.

法律所隱含且與我們所提供之服務的所有細則及保證均不包括在內（在法律許可的範圍內）。

1.3 We and any other PCCW group companies may jointly provide the Service to you. The terms and conditions for the Service provided by such PCCW group companies shall be specified in the Contract.

我們及任何其他電訊盈科集團成員公司可聯手向您提供服務。該等電訊盈科集團成員公司所提供的服務之條款及細則須在合約中予以訂明。

1.4 We shall use reasonable care and skill in providing the Service. However, we cannot promise that the Service will be continuous or fault-free.

我們將盡合理謹慎及技巧提供服務。但是，我們不能保證所提供的服務連續不斷或永無故障。

1.5 We decide on the method, technical means and route that we use to provide the Service.

我們決定我們提供服務的方法、技術手段及路線。

1.6 When you ask for the Service, we decide on whether to provide it to you based on:

當您要求服務時，我們根據以下情況決定是否向您提供服務：

(a) your eligibility for the Service (e.g. you must be 18 years of age or older to be entitled to register for the Service);

您是否有資格登記服務（例如您須年滿 18 歲或以上才有資格登記服務）；

(b) you meeting our credit or other requirements;

您是否符合我們的信貸或其他要求；

(c) whether you owe any money for any services previously or currently provided to you by us or any other PCCW group companies;

您是否就我們或任何其他電訊盈科集團成員公司先前或目前所提供予您的任何服務結欠任何款項；

(d) whether the credit card, bank account or other information provided by you or any third party for payment of the Service is up to date and accurate; and

您或任何第三方就支付服務款項所提供的信用卡、銀行帳戶或其他資料是否最新及準確；及

- (e) whether (i) you agree to the terms and conditions set out under the Contract; (ii) you have previously or currently been in breach of any terms and conditions of the Service and such other services provided by any PCCW group company; or (iii) we have reason to believe that your use of the Service will be in breach of any of the relevant terms and conditions.

您是否 (i) 同意合約所訂明之條款及細則；(ii) 先前或目前違反服務的任何條款及細則及任何電訊盈科集團成員公司提供的其他服務的條款及細則；或 (iii) 使我們有理由相信您使用服務將違反任何相關條款及細則。

- 1.7 If we decide not to provide the Service to you for any reason described in this Clause 1.6, you agree that we can reject your Application for the Service without having to notify you of the reasons therefor and without liability to you.

倘若我們根據本 1.6 條中所述的任何理由決定不向您提供服務，您同意我們可以拒絕您的服務申請，而毋須向您告知其理由，亦無須對您承擔任何責任。

## 2. Third party information or Content services

### 第三方資料或內容服務

- 2.1 Certain third party information or Content services provided by the Third Party Providers may also be available for access and use by you through the Service provided by us. You agree to comply with the applicable terms and conditions specified by such Third Party Providers if you choose to use their information or Content services.

您或可透過我們所提供的服務存取或使用由第三方提供商提供的若干第三方資料或內容服務。倘若您選擇使用其資料或內容服務，則您同意遵守該等第三方提供商訂明之適用條款及細則。

- 2.2 Some parts or features of the Service may be provided by Third Party Providers (e.g. Photo Printing service provided by Fotomax) and you agree to be bound by any applicable terms and conditions which may be imposed by such Third Party Providers when subscribing to the Service. You acknowledge and agree that you may also be required to enter into separate documents in relation to those parts or features of the Services provided by Third Party Providers.

服務的若干部份或功能可能由第三方提供商提供（例如快圖美提供之相片打印服務）。在您訂購服務時，您同意接受該等第三方提供商可能施加之任何適用條款及細則約束。您確認並同意您亦可能須就第三方提供商所提供該等服務的部份或功能另行簽訂文據。

- 2.3 In providing access to such third party information or Content services or those parts or features of the Service which are provided by Third Party Providers, you agree that we are not responsible or liable for:

在向您提供該等第三方資料或內容服務或該等由第三方提供商所提供之服務部份或功能之存取權限時，您同意我們概不會就以下方面承擔任何責任：

- (a) the act, negligence or omission of such Third Party Providers;  
該等第三方提供商的作為、疏忽或遺漏；
- (b) your use of the information or Content services or those parts or features of the Service provided by such Third Party Providers; and  
您使用該等第三方提供商所提供之資料或內容服務或該等由其提供之服務部份或功能；及
- (c) the transaction or any dispute between you and such Third Party Providers.  
您與該等第三方提供商之間的交易或任何爭議。

## 3. Use for intended purposes

### 用於擬作目的

The Services that we provide to you under the Contract are for personal use and must not be used for trade or business purposes. You shall not in any way, directly or indirectly, resell or distribute our Service. Our terms and conditions may state that a Service is provided for a particular purpose. You must only allow the Service to be used for such purpose.

我們根據合約向您提供之服務僅供個人使用，不得用於貿易或商業目的。您不得以任何方式直接或間接轉售或分發我們的服務。我們的條款及細則可能會聲明服務是為某一特定目的而提供。您只能就該目的使用服務。

## 4. When we provide the Service

### 當我們提供服務時

#### 4.1 Your Contract with us starts on the date we accept your application for the Service.

您與我們所訂之合約自我們接受您的服務申請之日開始。

#### 4.2 If the Service is intended to last for a Commitment Period, details will be set out in the Contract.

倘若服務旨在某一承諾期有效，詳情將於合約中列出。

#### 4.3 You will from time to time be permitted to download software from the Service or which is required for the Service to be used on smartphone, tablet or any other device (“Software”) and we hereby grant to you a limited, non-exclusive, non-transferable, revocable licence for you to store, run and use the Software on your computer, smartphone, tablet or any other device in accordance with the terms and conditions of the Contract and any software licence which accompanies the Software and terms and conditions as set out for the use of the Software prior to installation.

您將不時獲允許可從服務下載軟件或者下載服務所需的軟件至智能手機、平板電腦或任何其他裝置上（「**相關軟件**」）。我們茲授予您一個有限、非獨家、不可轉讓且可撤銷的許可證，以便您根據合約的條款及細則以及相關軟件所附帶的任何軟件許可證以及在安裝相關軟件前就使用該相關軟件所載列的條款及細則，在您的電腦、智能手機、平板電腦或任何其他裝置上儲存、運行及使用相關軟件。

#### 4.4 The Service may support sharing feature. You can only access your own Subscriber’s Material with a single, dedicated service ID and may share your own Subscriber’s Material with other specific individuals by passing a link to them or by sending a sharing invitation to them for accessing a particular folder. Any shared Subscriber’s Material must not be in breach of any provisions of these General Conditions in any way.

服務可能支持共享功能。您僅可使用一個專用的服務ID以存取您自己的用戶資料，並且可以與其他特定的人士分享您自己的用戶資料，方法是向他們發送一個連結或共享邀請以讓他們存取特定的文件夾。任何被分享的用戶資料均不得以任何方式違反此一般細則的任何規定。

## 5. Payment for the Service

### 支付服務款項

#### 5.1 You undertake to pay all Charges for the Service we provide to you in a timely manner, whether you use the Service or someone else does.

您承諾就我們向您所提供之服務準時付款，而無論是您本人或其他人士使用服務。

#### 5.2 If you use the Service to access a service provided by someone else, and we are charged for such other service, you must pay us for such other service.

倘若您使用服務以存取他人提供的服務，而我們就該服務而被收取費用，則您須就該其他服務向我們付款。

#### 5.3 We may issue a monthly or quarterly bill (or a bill of such other time interval) to you. We will normally bill you upfront (in advance) for any Charges for the Service and any Charges requiring advance payment. We will bill you later for any usage Charges for the Service. If possible, Charges will appear on your next bill, but sometimes Charges may appear on a later bill. If you pay your Charges by autopay via your credit card or bank account, you agree that we may not issue any bill to you if there has been no change to the amount payable to your last issued bill (but you will remain liable to pay the relevant Charges).

我們可能會向您發出月度或季度賬單（或其他時間間隔的賬單）。我們通常會提前（事先）向您收取與服務有關的任何費用及任何需要預繳的費用。就任何服務用量的費用，我們將會稍後向您收費。費用將盡可能出現在您的下一期賬單上，但有時費用可能會出現在更後期的賬單上。如果您通過信用卡或銀行帳戶經自動付款方式支付費用，則表示您同意，如果上次發出予您的賬單的應付金額沒有變化，我們可能不會向您發出任何賬單（但您仍需支付相關費用）。

- 5.4 The Charges will be calculated by reference to data recorded or logged by us and not by reference to any data recorded or logged by you or your agent. Our records are sufficient proof that a Charge for the Service is payable by you unless they are shown to be incorrect. We may re-issue any bill if there is any error in the bill. We are entitled to treat a period of less than one (1) month as one (1) full month (on a 30-day month basis) for the purpose of calculation of any Charges. If you wish to have full use of the Service for the prepaid charges which are non-refundable, you should request a termination date to fall on the last day of your bill period by giving us at least 30 days' prior notice pursuant to Clause 8.2.

費用將根據我們所記錄之數據計算，而非參考由您或您的代理記錄的任何數據。我們的記錄足以證明您須支付之服務費用，除非經證明其為不正確。倘若賬單有任何錯誤，我們可能會重新發出任何賬單。為計算任何費用，我們有權將不足一（1）個月之期限視為一（1）個整月（以每月 30 日為基準）。倘若您希望透過預繳不設退還之款項以充分使用服務，則應根據第 8.2 條至少提前 30 日通知我們，要求終止日期為您賬單期之最後一日。

- 5.5 We will send any bills to the address where the Service is provided or to the billing address specified in your Application, unless otherwise agreed by us. We may also send your bills electronically to the email address you provided to us. If so specified by us in the Contract, you may also view your bills online at our designated website.

除非我們另有約定，我們會將任何賬單發送至您在申請中指定的服務提供地址或賬單地址。我們亦可能會將您的賬單以電子方式發送至您提供予我們的電郵地址。倘若我們在合約中有訂明，您亦可在我們的指定網站上在線查看您的賬單。

- 5.6 We will send your first bill shortly after we have provided the Service to you for the first time. After that, we will send bills at regular intervals. However, we may send you a bill at a different time.

我們將在我們首次向您提供服務後不久向您發送第一期賬單。之後，我們會定期發送賬單。然而，我們可能會在不同的時間向您發送賬單。

- 5.7 We can bill you through a billing agent or any PCCW group companies.

我們可透過結算代理或任何電訊盈科集團成員公司向您收費。

- 5.8 You undertake to pay the Charges for the Service without deduction by the Due Date unless otherwise agreed by us. If you think that the Charges on your bill are incorrect and wish to dispute those Charges, you must notify us within 15 days of the bill date. You must pay any Charges that are not disputed.

除非我們另有約定，您承諾在到期日之前支付服務費用而不會進行任何扣減。倘若您認為賬單上的費用不正確，並希望對該等費用提出異議，您必須在賬單日期後的 15 日內通知我們。您必須支付任何不存爭議的費用。

- 5.9 If you do not pay your bill by the Due Date, you shall, without prejudicing any other rights we may have, pay us interest for the overdue amount at an interest rate equal to 2% per annum above the then Hong Kong Dollar best lending rate of The Hongkong and Shanghai Banking Corporation Limited until full payment (before as well as after judgment).

倘若您在到期日前未支付賬單，您須在不損害我們可能擁有的任何其他權利的情況下就逾期款項支付利息，年息率等於香港上海滙豐銀行有限公司當其時港元最優惠貸款息率加 2%，直至全額付款為止（裁決前後皆須如此）。

- 5.10 We may also charge you the administrative fee and the relevant bank charges for any direct debit or cheque payments which are returned to us because you do not have enough funds in your account or for whatever other reasons.

我們亦可能會就直接扣賬或因您帳戶資金不足或其他原因而導致任何支票付款退還給我們而向您收取行政費用及相關銀行手續費。

- 5.11 We will generally not suspend or terminate the Service or the Contract for non-payment of your bill until at least 15 days after your payment is due. If however you have failed to pay on time a recent bill or have failed to pay a bill on many occasions, we may terminate the Service earlier than 15 days after your payment is due.

我們一般不會因您未能支付賬單而暫停或終止服務或合約，除非您的款項已到期最少 15 天。但倘若您未能按時支付某一近期賬單或者多次未能支付賬單，則我們可能會最早在您款項到期 15 日之內終止服務。

- 5.12 If you do not pay your bill, we may ask a debt-collection agency to collect the payment on our behalf. If we do so, you will have to pay us an extra amount for breaching the Contract. This will not be more than the reasonable costs and expenses we have to pay the debt-collection agency, who will add up such costs to the amount of your debt on our behalf (this will depend on the amount you owe us).

倘若您未支付賬單，我們可能會要求收債公司代表我們收取款項。倘若我們如此行事，您將要向我們支付額外的違約款項。該等違約款項不會超出我們向收債公司支付的合理費用及開支，而收債公司會代表我們將該等費用加在您的債項上（取決於您結欠我們的金額）。

- 5.13 Except in the event of manifest error on our part or as otherwise expressly provided in the Contract, all payments made to us shall not be refunded to you in any event.

除非我方出現明顯錯誤或合約另有明確訂明，否則在任何情況下向我們支付的所有款項均不設向您退還。

- 5.14 In the event of termination of Services by you, we reserve the right to charge you in the last bill for service charges for a full month or the entire bill cycle irrespective of the date of termination and without pro-rata adjustment. You shall settle the amount as invoiced in full.

倘若您終止服務，我們保留權利透過最後一期賬單向您收取一個整月或整個賬單週期之服務收費，而無論終止日期為何時，亦毋須按比例調整。您須按照發票金額全額付款。

## 6. Your use of the Service

### 在您使用服務時

- 6.1 You must always follow all applicable law and regulations and our “Acceptable Use Policy (Consumer Customers)” in the way that you use the Service which can be found at HKT website: [www.hkt.com](http://www.hkt.com). You agree that the use of the Service by any other users, whether authorised by you or not, shall be regarded to be the use of the Service by you.

您必須始終遵守所有適用的法律及規例以及於使用服務時遵守我們的《可接受的使用政策（個人客戶）》（可透過 HKT 網站 [www.hkt.com](http://www.hkt.com) 查閱）。您同意任何其他用戶使用服務（無論是否獲您授權）均須被視為您使用服務。

- 6.2 You warrant and undertake that you:

您保證並承諾您：

- (a) will use the Service in accordance with the terms and conditions of the Contract and only to the extent permitted by the Contract and any applicable law and regulations;  
會按照合約的條款及細則使用服務，並且只在合約及任何適用法律及規例允許的範圍內使用服務；
- (b) will be strictly and solely responsible for your use of the Service and any use of the Service by a designated user (being any person who uses the Service by using the login ID(s) and password(s) provided by us to you to access the Service);  
對於您使用服務及指定用戶（透過我們向您所提供用作您使用服務的登錄 ID 及密碼來存取服務之任何人士）對服務的任何使用嚴格地全權負責；
- (c) must not, and must not permit any other person, to use the Service for any unlawful or illegal purpose, sell, reproduce, copy, distribute, publish, modify, prepare derivative works based on or display the Subscriber’s Material or cause the Subscriber’s Material to otherwise be displayed in public unless you own that Subscriber’s Material or possess an appropriate licence;  
不得亦不得允許任何其他人士為任何非法或違法目的使用服務，或出售、翻製、複製、分發、發佈、修訂、編製基於或展示用戶資料的衍生作品，或導致用戶資料以其他方式公開展示，除非您擁有該用戶資料或擁有適當的許可；
- (d) will ensure that each of the designated users complies with the Contract;  
確保每個指定用戶遵守合約；
- (e) will abide by all relevant laws of Hong Kong and any operating rules, as amended from time to time (including without limitation the Personal Data (Privacy) Ordinance);  
遵守香港所有不時修訂的相關法律及任何營運規則（包括但不限於《個人資料（私隱）條例》）；
- (f) subject to any other special terms and conditions of the Contract, will not assign, transfer or sub-license all or any part of your rights or obligations under the Contract;  
在合約任何其他特別條款及細則規限下，不會轉讓、出讓或分許可您在合約下的全部或任何部份的權利或義務；
- (g) will provide true, accurate, current and complete information about yourself as required to complete your registration form (if any) for the Service (“**Registration Data**”);  
將提供真實、準確、最新及完整的有關您自己的資料（「**登記資料**」），以完成您就服務所需的登記表格（如有）；



- (h) will agree to maintain and promptly update the Registration Data (if any) you have submitted to us and keep it true, accurate, current and complete;  
同意維持並及時更新您提交予我們的登記資料（如有）並保持其真實、準確、最新及完整；
- (i) will not provide any information that is untrue, inaccurate, not current or incomplete. If we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to, with or without notice to you (without compensation to you and without any liability to us), suspend or terminate your account and refuse any and all current or future use of the Service;  
不會提供任何不真實、不準確、非最新或不完整的資料。倘若我們有合理的理由懷疑該等資料不真實、不準確、非最新或不完整，我們有權在有或沒有通知您的情況下（不會向您賠償，並且我們不會承擔任何責任）暫停或終止您的帳戶及拒絕任何及所有當前或將來對服務的使用；
- (j) will report any violation of the terms and conditions of the Contract to our customer service team;  
將向我們的客戶服務團隊報告任何違反合約條款及細則的情況；
- (k) will at all times safeguard your login ID(s) and password(s) and ensure that they are not disclosed or provided to any other person and ensure that all designated users safeguard your login ID(s) and password(s) and ensure that they are not disclosed or provided to any other person;  
將始終保護您的登錄 ID 及密碼及確保其不被披露或提供予任何其他人士，並確保所有指定用戶保護您的登錄 ID 及密碼及確保其不被披露或提供予任何其他人士；
- (l) in relation to any Subscriber's Material which you upload to the Service or share via the Service, be deemed to have granted to us an irrevocable licence to copy, distribute, publish, deliver and transmit such Subscriber's Material as is necessary for the operation of the Service, without charge; and  
就您上傳至服務或透過服務分享的任何用戶資料而言，須被視為已授予我們一個不可撤銷之許可，以免費複製、分發、發佈、交付及傳輸該等服務營運所必需之用戶資料；及
- (m) will promptly notify us your latest address, email address and/or mobile number if there has been any change from what you have previously notified us, to enable us to contact you if required.  
倘若您之前通知我們的地址、電郵地址及／或手機號碼有任何變動，將會及時通知我們您的最新地址、電郵地址及／或手機號碼，使我們能夠根據需要與您聯絡。

**6.3 You must not, directly or indirectly, in any way, use the Service or allow your uHub plus account to be used (whether with or without your knowledge or consent), that, in our opinion:**

您不得以任何方式，直接或間接地，於我們認為的以下任何情況使用服務或允許您的 uHub plus 帳戶（無論您是否知情或同意）於以下任何情況使用服務：

- (a) may be unsolicited, offensive, abusive, harassing, defamatory, indecent, vulgar, pornographic, obscene, threatening, menacing, nuisance, misleading, deceptive, hoax acts, of doubtful propriety or in contempt of any legal or other proceedings;  
可能為非應邀、冒犯性、辱罵、騷擾、誹謗性、不雅、粗俗、色情、淫穢、威嚇性、威脅性、滋擾性、誤導性、欺騙性、惡作劇、有可疑性或藐視任何法律或其他程序的；
- (b) may cause annoyance, inconvenience or needless anxiety to any person;  
可能對任何人士造成煩擾、不便或不必要的焦慮；
- (c) hacks, breaks into, accesses or uses the website of someone else without authority;  
未獲授權下駭入、侵入、存取或使用他人網站；
- (d) stores or uploads any materials in any storage space assigned by us in our Equipment or the Network that can be used for hacking, tortuous, unlawful or illegal purposes;  
在我們的設備或網絡指定的任何儲存空間中儲存或上傳可用於駭客入侵、扭曲、非法或違法之目的的任何材料；
- (e) may cause an unusually high volume of traffic on the Service platform and/or the Network;

可能導致服務平台及／或其網絡流量異常大；

- (f) is likely to cause harm to us or anyone else's computer systems, smartphone, tablet or other devices, including but not limited to that which contains any software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer, smartphone, tablet or other devices' software or hardware or telecommunications equipment;  
可能會對我們或任何其他人士的電腦系統、智能手機、平板電腦或其他裝置造成損害的，包括但不限於包含任何旨在中斷、破壞或限制任何電腦、智能手機、平板電腦或其他裝置的軟件或硬件或電訊設備功能的軟件病毒或任何其他電腦編碼、檔案或程式；
- (g) incorporates any software or other materials that contain any virus, worm, time bomb, Trojan horse, malware or other harmful or disruptive component;  
包括任何包含病毒、蠕蟲、定時炸彈、特洛伊木馬、惡意軟件或其他有害或破壞性組件的軟件或其他材料的；
- (h) interferes with or disrupts the Service or the Network, or disobeys any requirements, procedures, policies or regulations of networks connected to the Service;  
干擾或破壞服務或網絡的，或違反與服務相連之網絡的任何要求、程序、政策或規例的；
- (i) commits any action which may be immoral, tortuous, unlawful, illegal, infringe any third party or intellectual property rights of any party or intrusion of privacy of any party;  
採取任何可能是不道德、扭曲、非法、違法或侵犯任何第三方或任何一方之知識產權或侵犯他人隱私的行為；
- (j) incites hatred or discrimination against any group of persons being a group defined by reference to colour, race, sex, origin, nationality or ethnic or national origins, or;  
針對任何一組以膚色、種族、性別、出身、國籍或族裔或民族血統而界定之群體煽動仇恨或歧視的；
- (k) denounces religious or political beliefs, or includes religious or political material which is or is likely to be offensive;  
譴責宗教或政治信仰的，或包括冒犯性或可能冒犯性的宗教或政治材料的；
- (l) is likely to encourage crime, public disorder, violence or hatred;  
可能鼓勵犯罪、公共秩序混亂、暴力或仇恨的；
- (m) is likely to damage public health, safety or morals;  
可能損害公眾健康、安全或道德的；
- (n) infringes or is likely to infringe any copyright, trademark, patent, moral right or other intellectual property rights;  
侵犯或可能侵犯任何版權、商標、專利、道德權利或其他知識產權的；
- (o) contains any material, non-public information or any trade secret of any third party, without the necessary authorisation to do so, or;  
包含任何第三方的材料、非公開資料或商業秘密，而並無獲所需授權的；
- (p) contains any unsolicited or unauthorised advertising or promotional material;  
包含任何非應邀或未經授權的廣告或宣傳材料的；
- (q) contains any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities, or other unsolicited commercial communication (except as otherwise expressly permitted by us), or engage in spamming;  
包含任何廣告、招攬、連鎖信函、傳銷、投資機會或其他非應邀的商業通訊的（除非經我們明確許可），或從事發送垃圾郵件的；
- (r) impersonates any person or misrepresents your relationship with any person, including, without limitation, any PCCW director, employee or host, or falsely state or otherwise misrepresent your affiliation with a person or entity; and  
冒充任何人士或失實陳述您與任何人士（包括但不限於任何電訊盈科董事、僱員或主辦人）的關係的，或虛假陳述或以其他方式失實陳述您與某人或實體的聯屬關係的；及

- (s) for commercial, trading, business, profit making or resale purposes,  
用於商業、貿易、業務、製造盈利或轉售用途的，

or do any other actions which we are of the opinion that are inappropriate.

或作出我們認為不適當的任何其他行動。

**6.4 You agree not to and not to attempt to, directly or indirectly, in any way:**

您同意不會，也不會嘗試，直接或間接地，以任何方式：

- (a) intercept, interfere or tamper with any part of the Service;  
攔截、干擾或篡改服務的任何部份；
- (b) copy, tamper with or change the Software;  
複製、篡改或更改相關軟件；
- (c) copy, tamper with, transmit, publish, upload, share or exhibit the Content or material;  
複製、篡改、傳輸、發佈、上傳、分享或展示內容或材料；
- (d) supply such Content, Software or other material to any other person or use it for any trading or business purpose;  
向任何其他人士提供該等內容、相關軟件或其他材料，或將其用於任何貿易或業務目的；
- (e) modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Service, the web sites of the Service or any of the Software;  
對服務、服務之網站或任何相關軟件的任何部份進行修改、改編、分許可、翻譯、出售、逆向工程、解編譯或分拆；
- (f) remove any copyright, trademark, or other proprietary rights notices contained in the Service;  
刪除服務中包含的任何版權、商標或其他所有權的告示；
- (g) copy and/or frame any part of the Service without our prior written authorisation;  
未經我們事先書面授權、複製及／或提取本服務的任何部份；
- (h) use any robot, spider, site search / retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Service;  
使用任何機器人、蜘蛛程式、網站搜索／檢索應用程式，或其他手動或自動裝置或流程來檢索、編製索引、「數據挖掘」或以任何方式複製或規避本服務的導航結構或呈現方式；
- (i) collect information about users of the Service without their express consent;  
在未經服務用戶明確同意的情況下收集其資料；
- (j) hack, break into, access, use or attempt to hack, break into, access or use part of the Service and/or any data areas on our server(s) or that of any third parties without authorisation; and  
未經授權下駭入、侵入、存取、使用或試圖駭入、侵入、存取或使用部份服務及／或我們或任何第三方的伺服器上的任何數據區；及
- (k) store or upload any kind of tools, software or materials in any storage space assigned by us to you in our server(s) that can be used, in our sole opinion for hacking or for any other illegal or improper purpose.  
在我們向您所指定我們的伺服器之任何儲存空間中儲存或上傳任何類型的工具、軟件或材料，而我們獨自認為該等工具、軟件或材料可用於駭客入侵或任何其他非法或不當用途。

**6.5 You acknowledge and agree that:**

您確認並同意：

- (a) the use of the Service may require compatible devices, Internet access, and certain software may require periodic updates, and the Service may be affected by the performance of these factors;



服務的使用可能要求兼容裝置、互聯網存取及某些軟件可能需要定期更新，服務的表現可能會受到此等因素影響；

- (b) we reserve the right to limit the number of accounts that may be created from a device and the number of devices associated with an account;

我們保留權利限制一個裝置可創建的帳戶數量以及與一個帳戶可連接之裝置數量；

- (c) the Service is intended to be a service provided for use in Hong Kong and we make no representation that the Service will be available at all times and in places other than Hong Kong;

服務旨在為在香港使用而提供的服務，而我們概無聲明該服務在任何時候都可供在香港以外的地方使用；

- (d) considering the nature of the Service, it may be impossible for us to review the contents or confirm the legality or validity of Subscriber's Material;

考慮到服務的性質，我們可能無法審核用戶資料的內容或確認其合法性或有效性；

- (e) we disclaim any and all liability for any Subscriber's Material uploaded to the Service or shared via the Service;

我們概不會對上傳至服務或透過服務分享之任何用戶資料承擔任何及所有責任；

- (f) we have the right to delete, remove, move, disable or block any access to any Subscriber's Material which we consider, in our sole opinion, to breach or is likely to breach any applicable law, any provisions of the Contract or to be unacceptable, with or without giving you any notice, and we also have the right to take such other action may we may deem appropriate (which may include, without limitation, freezing your uHub plus account);

我們有權，在有或沒有通知您的情況下，刪除、移除、移動、禁止或封鎖任何用戶資料之使用，倘若我們認為該等用戶資料違反或可能違反任何適用法律、合約條款或屬不能接受的；我們並且也有權採取我們認為適當的其他措施（包括，但不限於，凍結您的 uHub plus 帳戶）；

- (g) your use of the Service or any other platform(s) linked to the Service may be governed by additional or different terms and conditions. Where this is the case, those additional terms and conditions will apply to your use of such webpage or websites or platforms in addition to these terms and conditions and will prevail over these terms and conditions to the extent of any inconsistency;

您使用服務或與服務連接的任何其他平台可能受附加或不同的條款及細則約束。在此情況下，除此等條款及細則外，該等附加條款及細則將適用於您使用該等網頁或網站或平台，若該等附加條款及細則與此等條款及細則存有任何差異，則以該等條款及細則為準；

- (h) nothing you do on or in relation to the Service will transfer any intellectual property rights to you or license you to exercise any intellectual property rights unless this is expressly stated;

除有明確訂明，您在服務上所做的或做與服務有關的任何事情均不會導致將任何知識產權轉讓給您或許可您行使任何知識產權；

- (i) there may be some contents of the Subscriber's Material which is not suitable for viewing by minors. You are responsible for checking the identity and/or age of any person who use any login ID(s) or password(s) we provide to you to access the Service and for generally ensuring that minors do not access such contents using any login ID(s) or password(s) we provide to you to access the Service; and

若干用戶資料內容可能並不適合未成年人觀看。您有責任檢查使用我們提供給您存取服務的任何登錄 ID 或密碼之任何人士的身份及／或年齡，並一般性地確保未成年人不會使用我們提供給您存取服務的任何登錄 ID 或密碼；及

- (j) we are merely providing a service that enables electronic contents to be sent and we are not the sender of the contents and we have not authorised the contents that are or have being sent via the Service.

我們僅提供一項籍此可發送電子內容的服務，而我們並非內容的發送者，亦無批准透過服務發送或正在發送的內容。

**6.6 You shall not use or connect any equipment or device that may harm our Equipment or the Network, the telecommunications network of any third party or other customers' equipment. If you do so, you must not use it and must disconnect it immediately.**

您不可使用或連接任何可能損害我們的設備或網絡、任何第三方電訊網絡或其他客戶設備的設備。倘若您如此行事，您不得使用該等設備，且必須即刻中斷該等連接。

- 6.7 If you have an Internet access Service from us, you accept that you are using the Internet at your own risk. You are responsible for ensuring that any equipment or device you use to access the Service is protected against viruses and hacking.

倘若您使用我們的互聯網存取服務，您接受您自己承擔使用互聯網的風險。您有責任確保您用於存取服務的任何設備或裝置受到保護以防止病毒及駭客入侵。

- 6.8 Subject to your compliance with all applicable terms and conditions of using the Service and your payment of the applicable fees and charges, we grant you a limited, non-exclusive, non-transferable, revocable right to use the Service solely for the purpose of storing, retrieving and sharing access with third parties of your personal files, data, content and materials that you have the full right and authority to store, retrieve and share (collectively, "**Subscriber's Material**"). You agree not to use the Service in any other way, including to store, transfer, distribute or share files of or on behalf of third parties or links which contain third parties' content which you do not have a right to access, for any form of file sharing (except as otherwise set out in the terms and conditions) to operate your own file storage service or to resell any part of the Service.

受限於您遵守使用服務的所有適用條款及細則以及您支付適用的收費及費用，我們授予您一項有限、非獨家、不可轉讓且可撤銷之權利以使用服務，且僅用於儲存、檢索及分享予第三方您有權儲存、檢索及分享您的個人檔案、數據、內容及材料（統稱為「用戶資料」）。您同意概不會以任何其他方式使用服務，包括儲存、轉讓、分發或分享第三方檔案或包含您無權使用的第三方內容之連結或代表第三方如此行事，或以任何檔案共享形式（除條款及細則中另有訂明外）操作您自己的檔案儲存服務或轉售服務的任何部份。

- 6.9 By using the Service with the Subscriber's Material, you are directing us to store the Subscriber's Material on your behalf. You are solely responsible for the content of the Subscriber's Material and your use of the Service as well as all consequences of sharing your Subscriber's Material with others by using the file sharing features of the Service. You must ensure that you have all necessary rights, licences and consents in the Subscriber's Material that permit you to use the Service without infringing the rights of any copyright, patent, trademark, trade secret or other proprietary rights' owners, violating any applicable laws or violating the terms of any licence or agreement to which you are bound. You must ensure that the Subscriber's Material is free from any malware, viruses, Trojan horses, spyware, worms, or other malicious or harmful code. In transferring the Subscriber's Material to and from the Service, you are responsible for complying with all applicable import, re-import, export and re-export control laws and regulations. Failure to comply with these requirements may result in the immediate termination of the Service. You also understand and agree that the use of the Service and the recording and storage of any Content through the Service are done at your own discretion and risk and that you will be solely responsible for any loss or damage to your Content or image or any damage to your computer system, television set, mobile phone and/or any other types of devices, loss of data that may result therefrom and/or any other losses and damages in relation to your use of the Service. You are solely responsible for creating back-ups of your Content and storing it in your own storage device.

透過將服務與用戶資料一起使用，您指示我們代表您儲存用戶資料。您對用戶資料的內容及您使用服務以及使用服務的檔案共享功能與他人分享您的用戶資料的所有後果全權負責。您必須確保您擁有用戶資料中所有必要的權利、許可及同意，允許您在不侵犯任何版權、專利、商標、商業秘密或其他專有權利所有者之權利的情況下使用服務，且不會違反任何適用法律或違反您受約束之任何許可或協議的條款。您必須確保用戶資料並無任何惡意軟件、病毒、特洛伊木馬、間諜軟件、蠕蟲或其他惡意或有損編碼。於服務轉入或轉出用戶資料時，您有責任遵守所有適用的入口、再入口、出口及再出口管制法律及規例。未能遵守此等要求可能會導致服務即時終止。您亦理解並同意，使用服務以及透過服務記錄及儲存任何內容乃由您自行決定，您須自行承擔其風險，並且您將全權負責任何內容或圖像的損失或損壞，或者對您的電腦系統、電視機設置、流動電話及／或任何其他類型的裝置的任何損壞可能由此導致的數據損失及／或就您使用服務有關的任何其他損失及損壞。您全權負責為自己的內容備份並將其儲存在您自己的儲存裝置中。

## 7. User ID

### 用戶 ID

You are responsible for properly using any user IDs, PINs and passwords needed for the Service, if any, and must take all necessary steps to make sure that you keep these confidential and secure, use them properly and do not make these available to unauthorised party. You agree to notify us immediately if you discover any unauthorised use of the user IDs, PINs and passwords.

您有責任正確地使用服務所需的任何用戶 ID、PIN 碼及密碼（如有），並且必須採取一切必要措施確保其機密及安全、將其正確使用且不可將其提供予未獲授權方。倘若您發現任何未經授權而使用用戶 ID、PIN 碼及密碼的情況，您同意立即通知我們。

## 8. Terminating the Service

### 終止服務

- 8.1 Except in cases where you have breached any provision of the Contract and entitling us to stop providing the Service or terminate the Contract immediately, we may terminate the Service and/or the Contract by giving you not less than 30 days' advance written notice.
- 除非您違反合約的任何條款及令我們有權立即停止提供服務或終止合約，否則我們可向您發出至少 30 日的事先書面通知以終止服務及／或合約。
- 8.2 Once we have provided the Service, you may notify us to stop providing it or terminate the Contract at any time by giving us not less than 30 days' advance written notice or payment in lieu of notice.
- 一旦我們已提供服務，您可向我們發出至少 30 日的事先書面通知或支付代替通知款項以隨時通知我們停止提供服務或終止合約。
- 8.3 If during any Commitment Period for the Service, you choose to terminate the Service or the Contract by giving us not less than 30 days' advance written notice where we have not breached any terms of the Contract, you will have to pay us the Early Termination Charge and any other charges for the termination of the Service or the Contract in accordance with the relevant provisions of the Contract (such as Cancellation Charges and prices of any premium you so received at the time of subscription of the Service).
- 倘若在服務的任何承諾期內，在我們並無違反任何合約條款的情況下而您選擇向我們發出至少 30 日的事先書面通知以終止服務或合約，您須根據合約有關條款向我們支付提早終止費用或終止服務或合約之任何其他收費（如取消費用及您在訂購服務時收到的任何禮品的價格）。
- 8.4 If we are in breach of the Contract for the Service and fail to reasonably remedy the breach within 30 days after you inform us of such a breach in writing (if the breach is capable of being remedied), you may terminate the Service that is in breach by giving us written notice without paying the Early Termination Charges or any other Cancellation Charges for the terminated Service. Unless otherwise specified, any other services (if applicable) covered by the Contract which we are not in breach shall not be affected.
- 倘若我們違反服務合約且在您以書面形式通知我們違約行為後 30 日內我們未能對違約行為進行合理補救（倘若違約行為可被補救），您可向我們發出書面通知以終止違約行為涉及之服務，而毋須就被終止之服務支付提早終止費用或任何其他取消費用。除另有訂明外，合約所涵蓋而與我們的違約行為無關的任何其他服務（如適用）不受影響。
- 8.5 Upon termination of the Contract, the credit balance in your account, if any, will be used to settle any money that (a) you owe us under the Contract or any other contracts between us; and (b) you owe any other PCCW group company under any contracts.
- 合約終止後，您賬戶中的餘額（如有）將用於支付 (a) 您根據合約或與我們之間任何其他合約所結欠的任何款項；及 (b) 您根據任何合約結欠任何其他電訊盈科集團成員公司的任何款項。
- 8.6 Upon the expiration or termination of the Contract, all the Charges for use of the Service up to and including on the date of termination and all other amounts owing by you to us (and other Third Party Providers, if any) will become immediately due and payable.
- 合約到期或終止後，直至終止日期（包括終止日期）所有就使用服務的費用以及您結欠我們（及其他第三方提供商（如有））的所有其他款項將立即到期及應付。

## 9. Our rights when we provide the Service

### 我們提供服務時的權利

- 9.1 Occasionally, we may need to, with or without prior notice to you:
- 我們偶爾可能需要（在有或沒有通知您的情況下）：
- (a) Interrupt, suspend and/or deactivate the Service and/or the Network (for example, for maintenance, repair, testing, change or upgrade of our platform, servers or Equipment). If we do so, we will endeavour to restore it as quickly as we can and we will not be liable or responsible for any payment or compensation for any loss or damage resulting from such interruption or suspension;

中斷、暫停及／或停用服務及／或網絡（例如：為維護、修理、測試、更換或升級我們的平台、伺服器或設備）。倘若我們如此行事，我們會盡力盡快將其恢復原狀，且就該等中斷或暫停所造成之任何損失或損害概不承擔任何法律責任或任何款項或賠償；

- (b) change, suspend and/or stop providing certain features or user interface of the Service (e.g. your storage capacity) and/or migrating any part of the Service and/or Contents onto other platforms;

變更、暫停及／或停止提供服務的某些功能或用戶界面（例如您的儲存容量）及／或將服務及／或內容的任何部份遷移到其他平台上；

- (c) make changes to certain technical specifications, including but not limited to limits for transferring information which are associated with the Service; and/or

變更某些技術規格，包括但不限於傳輸與服務相關之資料的限制；及／或

- (d) employ network management methods to regulate the traffic on the Network (including giving certain types of traffic priority over others).

採用網絡管理方法來管理網絡上的流量（包括給予某些類型的流量優先權）。

## 9.2 You agree that:

您同意：

- (a) we are not responsible or liable for any loss or damage arising from any Content, message or material uploaded, shared or provided by you or any other users through the Service or by any of our acts under Clause 9.1;

對於您或任何其他用戶透過服務上傳、分享或提供的任何內容、訊息或材料或我們根據第 9.1 條所作的任何行為所引起的任何損失或損害，我們概不負責或承擔任何法律責任；

- (b) we may change, delete or block the access to any Content, message or material uploaded, shared or provided by you or any other users through the Service, restrict, suspend, block and/or delete any features of the Service and/or deactivate or terminate your uHub plus account or the Service, which we are of the opinion that it is or may be in breach of the Contract or any applicable law, with or without any notice to you and without prejudice to any other rights we may have against you. If we do so, you agree that we have no liability or responsibility to pay or compensate you or such other users for any loss or damage arising from such change, deletion, blocking, restriction, suspension, deactivation and/or termination;

倘若我們認為您或任何其他用戶透過服務上傳、分享或提供的任何內容、訊息或材料違反或可能違反合約或任何適用法律，我們可能，在有或沒有通知您的情況下及在不損害我們可能對您擁有的任何其他權利的情況下，會變更、刪除或封鎖對該等內容、資料、材料及／或連結之存取，限制、暫停、封鎖及／或刪除服務的任何功能及／或停用或終止您的 uHub plus 帳戶或服務。倘若我們如此行事，您同意我們並不會負責或無法律責任向您或該等其他用戶就該等變更、刪除、封鎖、限制、暫停、停用及／或終止而造成的任何損失或損害付款或賠償；

- (c) we are not responsible or liable for any installation, reconfiguration or setting up of your computer or any other devices for connection to the Service at your Premises and it is your responsibility to carry out such installation, reconfiguration or setting up work;

我們概不負責或無任何法律責任對您的電腦或任何其他裝置進行任何安裝、重新配置或設置，以便在您的場所存取服務。您須自行負責進行該等安裝、重新配置或設置事宜；

- (d) we may prioritise certain types of traffic for network management purposes;

為網絡管理目的，我們可能會給予若干類型的流量優先權；

- (e) we do not guarantee that the Subscriber's Material will not be subject to misappropriation, loss or damage and we will not be liable if they are. You are responsible for maintaining appropriate security, protection and backup of all materials, content and the Subscriber's Material; and

我們不保證用戶資料不會被挪用、損失或損壞；倘若如此，我們概不承擔任何責任。您有責任維護所有材料、內容及用戶資料的適當安全、保護及備份；及



- (f) your Subscriber's Material stored in the Service (whether any storage was given to you for a fee or not) and the hyperlinks to such Subscriber's Material, must only be displayed or exhibited on the Service and other websites authorised by us.

服務中儲存您的用戶資料（無論有否向您收取任何儲存費用）以及該等用戶資料的超連結，僅可在服務及其他經我們授權的網站上顯示或展示。

- (g) we may, from time to time, amend the amount of any fees, introduce new fees and/or amend these General Conditions, and/or amend any operating rules which govern your use of the Service by posting the details of such amendments on the uHub plus website or any other website(s) as specified by us and/or by sending you a notification of such amendments via post or such other means as determined by us, such amendments to take effect immediate from the date of posting, unless otherwise stated.

我們可能不時修訂任何費用的金額、引入新費用及／或修訂此一般細則，及／或修訂任何監管您使用服務的操作規則，並透過在 uHub plus 網站或我們指定的任何其他網站上張貼有關修訂詳情及／或透過郵寄或我們決定的其他方式向您發送有關修訂通知。該等修訂將在張貼後立即生效，除非另有說明。

- 9.3 By sending or posting the Subscriber's Material to the Service, you give us the right to access any video files contained therein and transcoding them for video playback.

經發送或張貼用戶資料到服務，您授予我們權利可存取其中所載的任何視頻檔案，並對其進行轉碼以進行視頻回放。

- 9.4 You also give us the right to access, retain, use and disclose your account information, the Subscriber's Material and/or any links you may have shared: (i) to provide you with technical support and address technical issues; (ii) to investigate compliance with the Contract terms of conditions, enforce the terms and conditions and protect the Service and its users from fraud or security threats; (iii) as we determine is necessary to provide the Service; (iv) comply with applicable laws or claim of unlawful or illegal activities and/or (v) such other action as we may be allowed to do under the Contract. None of the Subscriber's Material shall be subject to any obligation, whether of confidentiality, attribution, or otherwise, on our part and we shall not be liable for any use or disclosure of your account information and/or any Subscriber's Material.

您亦授予我們存取、保留、使用及披露您的帳戶資料、用戶資料及／或您可能分享了的任何連結的權利，旨為：(i) 為您提供技術支援及解決技術問題；(ii) 調查合約條款及細則的遵守情況、執行條款及細則並保護服務及其用戶免受欺詐或安全威脅；(iii) 就提供服務，我們視為必要時；(iv) 遵守適用法律或對非法或違法活動提出申索；及／或 (v) 根據合約我們可能被允許採取的其他行動。對於用戶資料的機密性、歸屬或是其他方面，我們概不承擔任何義務。對於使用或披露您的帳戶資料及／或任何用戶資料的任何行為，我們概不承擔任何責任。

- 9.5 If we determine that you have or you may have committed a breach under the Contract (e.g. a breach of provision under **Clause 6**), we may restrict, suspend and/or terminate the Service (or any part thereof) and/or termination the Contract immediately (which may include, without limitation, a change, deletion or blocking the access of / to any Content, message, material and/or links uploaded, shared or provided by you or any other users through the Service, a restriction, suspension, blocking and/or deletion of any features of the Service and/or deactivation or termination your uHub plus account or the Service), with or without notice.

倘若我們認為您已經或您可能已經違反了合約（例如違反第 **6** 條之條款），我們可能會在有或無發出通知的情況下，立即限制、暫停及／或終止服務（或其任何部份）及／或終止合約（其中可能包括，但不限於，變更、刪除或封鎖您或任何其他用戶通過服務上載、分享或提供的任何內容、訊息、材料及／或連結之存取，限制、暫停、封鎖及／或刪除服務的任何功能及／或停用或終止您的 uHub plus 帳戶或服務）。

- 9.6 We may also suspend, restrict or terminate the Service or terminate the Contract if you breach any other contract you have with us or any PCCW group companies and do not remedy the breach within the time stated in such other contract. If we suspend, restrict or terminate the Service or terminate the Contract, we will notify you the necessary actions to be performed by you before we can restore the Service. Should we determine to cease the provision of the Service upon your breach or breaches of any terms and conditions, and the cessation falls within any Commitment Period for the Service, you are liable to pay us the Early Termination Charges and any other Cancellation Charges.

倘若您違反與我們或任何電訊盈科集團成員公司簽署的任何其他合約，並且在該等其他合約訂明的時間內未能對有關違約行為進行補救，我們亦可暫停、限制或終止服務或終止合約。倘若我們暫停、限制或終止服務或終止合約，我們會通知您在我們恢復服務之前您必須採取的行動。倘若我們決定在您違約或違反任何條款及細則的情況下停止提供服務，而該服務停止在服務的任何承諾期內發生，則您須承擔向我們支付提早終止費用及任何其他取消費用。



- 9.7 We may appoint agents, assign the rights or sub-contract (in whole or in part) any part of our rights and/or obligations contained in the Contract to any person or entity at any time. The Contract represents the entire understanding between you and us in relation to the Service and supersedes all prior agreements and representations made by either party, whether oral or written. If any term or condition of the Contract becomes or is declared illegal, invalid or unenforceable for any reason, such term or condition shall be divisible from the Contract and shall be deemed to be deleted from the Contract.

我們可隨時指定代理人，將合約中所載我們的權利及／或義務的任何部份轉讓或分包（全部或部份）予任何人士或實體。合約代表您與我們之間就服務的完整理解，並取代先前任何一方的口頭或書面協議及陳述。倘若合約的任何條款或細則因任何原因成為或被宣佈為違法、無效或不可執行，則該條款或細則可從合約中分割出來，並被視為從合約中刪除。

## 10. Our responsibility to you when we provide the Service

### 在我們提供服務時我們對您的責任

- 10.1 We expressly disclaim any and all liability for any damage or loss (including but not limited to loss of data) suffered by you or the owner of the computer, smartphone, tablet or any other device or any other persons arising directly or indirectly from the installation of the Software on the computer, smartphone, tablet or any other device. We will not be liable for any loss or corruption of any software or data resulting from the installation of the Software. It is your responsibility to back up any data on the computer, smartphone, tablet or any other device before installation of the Software. We also expressly disclaim any and all liability in connection with the Subscriber's Material in connection with the Service. We do not permit any infringement of intellectual property rights on the Service and we will remove all Subscriber's Material if we are properly notified that such Subscriber's Material infringes on any party's intellectual property rights. We reserve the right to remove all Subscriber's Material from the Service without giving you any notice.

我們明確聲明概不會就因電腦、智能手機、平板電腦或任何其他裝置安裝相關軟件而直接或間接令您或電腦、智能手機、平板電腦或任何其他裝置的擁有人或任何其他人士遭受的任何損害或損失（包括但不限於數據損失）而承擔任何及所有法律責任。我們概不會對於因安裝相關軟件而導致的任何軟件或數據之任何損失或損壞承擔法律責任。在安裝相關軟件之前，您有責任替電腦、智能手機、平板電腦或任何其他裝置上的任何數據備份。我們亦明確聲明不會承擔與服務有關的用戶資料相關的任何及所有法律責任。我們不允許於服務上有任何知識產權的侵權。倘若我們獲適當通知有關用戶資料侵犯任何一方的知識產權，我們將刪除所有該等用戶資料。我們保留自服務中刪除所有用戶資料的權利，而不會另行通知。

- 10.2 To the extent permitted by law, we disclaim any representation or warranty whether express or implied as to the title, non-infringement, fitness for a particular purpose, merchantability, accuracy, completeness, standard of quality, security, reliability, timeliness and performance of the Service and/or the Software (as the case may be), that the Service will be uninterrupted or error free, that the Service or the servers that support it will be will be continuous, fault-free or free from viruses or other harmful components, any obligation to maintain the confidentiality of information (although our current practice is to maintain such confidentiality), the results to be obtained from use of any part of the Service and/or any of the Content unless otherwise specifically mentioned in the Contract.

在法律允許的範圍內，我們概不會就以下情況作出任何明示或隱含的陳述或保證：服務及／或相關軟件（視情況而定）之所有權、無侵權、就特定目的之適用性、適銷性、準確性、完整性、質素標準、安全性、可靠性、及時性及性能、服務不會中斷或並無錯誤、服務或支持服務的伺服器將連續不斷、永無故障或不含病毒或其他有害組件、保持資料機密的任何責任（儘管我們目前的做法是保持其機密性）以及使用服務及／或任何內容的任何部份而獲得的結果，除非合約中另有明文規定。

- 10.3 You understand and agree that the submission of any Content to us and the download, upload or sharing of any Subscriber's Material through the Service is done at your own discretion and risk and that you will be solely responsible for any loss or damage to your Subscriber's Material or any damage to your computer system or loss of data that may result in the download, upload or sharing of any material. You are solely responsible for creating back-ups of your Subscriber's Material.

您理解並同意，透過服務向我們提交任何內容以及下載、上載或分享任何用戶資料均由您自行決定，您須自行承擔其風險，並且您將對在下載、上載或分享任何材料過程中而可能導致之用戶資料的任何損失或損害或您電腦系統的任何損壞或數據掉失獨自承擔全部責任。您獨自負責為自己的用戶資料備份。

- 10.4 To the extent permitted by law, we expressly disclaim any liability for (i) any loss and damage (including but not limited to loss of data) suffered by you arising from your use of the Service and/or the Software (including but not limited to any of our upgrade, downgrade, change and/or migration of the Service or any features thereof or any system in connection therewith); (ii) any claim relating to any part of the Service and/or any of the Subscriber's Material supplied, provided or made available by or through the Service (or any failure or delay to so supply, provide or make available); (iii) any injury, disease, seizure or loss of consciousness suffered by you or any person who accesses the Service using your login ID and/or password, arising whether

directly or indirectly from accessing and using any part of the Service; (iv) any loss or damage suffered by you or any person arising out of or relating to any unauthorised access to your Subscriber's Material or use of any part of the Service; (v) any loss or damage suffered by you arising out of or relating to any Subscriber's Material which have been inadvertently or otherwise posted publicly by you resulting in disclosure of your Subscriber's Material; and (vi) any disruption or suspension of the Service or any part thereof which is attributable to an event or circumstance beyond our reasonable control.

在法律允許的範圍內，我們明確聲明對以下方面不承擔任何責任：(i) 因您使用服務及／或相關軟件（包括但不限於我們升級、降級、變更及／或遷移服務或其任何功能或任何相關系統）而導致您遭受的任何損失及損害（包括但不限於數據掉失）；(ii) 與服務之任何部份及／或藉由或透過服務所供應、提供或提呈之用戶資料（或任何未能或延遲供應、提供或提呈）有關的任何申索；(iii) 您或使用您的登錄 ID 及／或密碼存取服務的任何人士因存取及使用服務的任何部份而直接或間接遭受的任何傷害、疾病、病發或意識喪失；(iv) 就任何未經授權存取您的用戶資料或使用服務的任何部份或與其相關之事宜而導致您或任何人士遭受的任何損失或損害；(v) 因您疏忽或以其他方式公開張貼任何用戶資料導致您的用戶資料洩露或與其相關之事宜而導致您遭受的任何損失或損害；及 (vi) 因超出我們合理控制範圍的事件或情況而導致服務或其任何部份的任何中斷或暫停。

- 10.5 We will not be liable to pay you compensation for any consequential, indirect, special, punitive, economic, incidental, collateral or financial loss (including any loss of profits, goodwill, bargain or opportunities, or any loss or corruption of data, or any loss of anticipated savings or business), whether caused by negligence or otherwise and whether arising out of or relating to or in connection with the Contract, the Service, or any failure to supply or delay in supplying the Service. We will not be liable to you for any losses and damages that you may suffer if you have used the Service we provide for any trading or business purposes.

對於任何相應、間接、特殊、懲罰性、經濟、附帶、抵押或財務損失（包括任何利潤、商譽、議價或機會損失、或任何數據損失或損壞、預期節省或業務喪失），無論其是否由疏忽或其他原因造成，及是否基於或涉及或有關合約、服務或未能提供服務或延遲提供服務，我們概無法律責任向您支付賠償。倘若您使用我們提供的服務從事任何貿易或商業目的，我們概不會對您可能遭受的任何損失及損害賠償承擔法律責任。

- 10.6 To the extent permitted by law, you agree that our liability shall in any event (even if we have been negligent) not exceed the total fees paid by you to us for the immediately preceding 12 months prior to any incident giving rise to a claim.

在法律允許的範圍內，您同意我們的責任在任何情況下（即使我們有所疏忽）均不會超過在任何申索發生前 12 個月內您向我們支付的全部費用。

- 10.7 You agree to indemnify, defend and hold harmless us, our Affiliates (meaning any other entity which directly or indirectly controls us, is controlled by us, or is under common control with us), business partners, licensors, employees, agents and any third party information providers to the Service from and against any suit, action, claim, proceedings, liability, demand, loss, damage, fee, cost and/or expense (including reasonable legal fees) resulting from or arising out of (a) any of your Subscriber's Material; (b) use or misuse of the Service by you or any other person who accesses the Service using your login ID(s) and password(s); (c) any violation of any terms and conditions of the Service or the Contract; (d) any violation of any right of a third party; or (e) any breach of or non-compliance with any applicable law.

您同意對我們、我們的關聯公司（即任何直接或間接控制我們、由我們控制或與我們接受共同控制的其他實體）、業務夥伴、許可方、僱員、代理及服務的任何第三方資訊提供商就因下述原因或與其相關之事宜而導致的任何訴訟、起訴、申索、法律程序、負債、要求、損失、損害賠償、費用、成本及／或開支（包括合理的法律費用）作出彌償保證、抗辯及確保他們免受損害：(a) 您的任何用戶資料；(b) 您或使用您的登錄 ID 及密碼存取服務之任何其他人士使用或濫用服務；(c) 任何違反服務或合約之條款及細則的行為；(d) 任何侵犯第三方權利的行為；或 (e) 任何違反或不遵守任何適用法律的行為。

## 11. Matters beyond our reasonable control

### 超出我們合理控制範圍的事項

- 11.1 Sometimes, we may not be able to do what we have agreed because of a Force Majeure Event. In this case, we do not accept responsibility for the delay or otherwise not providing you with your chosen Service in accordance with the Contract. You or we may terminate the Contract immediately if such event lasts for a continuous period of 30 days.

有時，由於不可抗力事件，我們可能無法做到我們所同意的事項。在此情況下，我們概不承擔延誤或不按照合約規定向您提供所選服務的責任。倘若該事件已連續維持 30 日，您或我們可立即終止合約。

## 12. Changing/Ending the Service

**變更／結束服務**

- 12.1 We may (although we are not obliged to do so) restrict, suspend and/or terminate your use of the Service (together with any extra services offered to you as part of the Service, such as NETVIGATOR email account, whether or not you have been using those extra services) and/or delete, remove, move, obliterate, disable, restrict and/or block any content of or access to any Subscriber's Material (in whole or in part) (which may also include any email account, its contents and any other materials offered to you as part of the Service, such as NETVIGATOR email account and any contents thereunder) if in our records your uHub plus account has been idled or has not been used or activated for at least six (6) months. It is your responsibility to back up all Subscriber's Material on the uHub plus Storage before such termination, deletion, removal, obliteration, restriction or blockage and we are not responsible or liable for any loss or damage to the Subscriber's Material upon such termination, deletion, removal, obliteration, restriction or blockage.
- 倘若在我們的記錄中，您的 uHub plus 帳戶已閒置或未被使用或未被啟動至少六（6）個月，我們可能（雖然我們並無義務）限制、暫停及／或終止您使用服務（連同提供給您作為服務一部份的任何額外服務，例如網上行電郵帳戶，而無論有否您一直在使用該等額外服務）及／或刪除、移除、移動、清除、禁用、限制及／或封鎖任何用戶資料（全部或部份）之任何內容或存取（其亦可能包括任何電郵帳戶、其內容以及任何其他提供給您作為服務一部份的材料，如網上行電郵帳戶及其中任何內容）。在該等終止、刪除、移除、清除、限制或封鎖前，您有責任在 uHub plus 儲存備份所有用戶資料；而該等終止、刪除、移除、清除、限制或封鎖後用戶資料所導致之任何損失及損壞，我們概不負責及不承擔法律責任。
- 12.2 During certain promotion period, certain free storage capacity of the Service may be offered to existing customers of the PCCW group of companies using certain selected service plan(s) (e.g. NETVIGATOR / LiKE100 Broadband, 1O1O / csl mobile, csl Wi-Fi service and NETVIGATOR Everywhere service plans). We reserve the right to charge such customers the prevailing Charge for the use of the Service after the relevant promotion period.
- 在某些推廣期內，服務之若干免費儲存容量可能會提供予使用電訊盈科集團成員公司若干指定服務計劃（如網上行／LiKE100 寬頻、1O1O／csl 流動通訊、csl Wi-Fi 服務及網上行 Everywhere 服務計劃）的現有客戶。我們保留在相關推廣期後向該等客戶收取使用服務之現行費用的權利。
- 12.3 You may upgrade your uHub plus Storage by either (a) paying an additional monthly Charge per month; or (b) subscribe uHub plus service commitment plan at our HKT sales channels.
- 您可以透過以下其中一種方式升級您的 uHub plus 儲存：(a) 每月支付額外月費；或 (b) 在我們的香港電訊銷售渠道上訂購 uHub plus 服務承諾計劃。
- 12.4 If you terminate either (a) NETVIGATOR / LiKE100 Broadband service / csl Wi-Fi service; (b) 1O1O / csl mobile service / NETVIGATOR Everywhere service; or (c) other relevant PCCW service, you will be given a choice, either (i) paying monthly fee to retain the entitled or larger storage size at a specific storage size plan available; or (ii) your Service will be downgraded or terminated with all existing files being deleted upon service termination of either category (a) or (b) or (c) aforementioned or downgrading of your Service. It is your responsibility to back up all Subscriber's Material on the uHub plus Storage and we are not responsible or liable for any loss of the Subscriber's Material.
- 倘若您終止 (a) 網上行／LiKE100 寬頻服務／csl Wi-Fi 服務；(b) 1O1O／csl 流動通訊服務／網上行 Everywhere 服務；或(c) 其他相關電訊盈科服務，您將有權選擇以下兩種方式之一：(i) 按月付費以保留應有或較大儲存容量（基於可用的特定儲存容量計劃）；或 (ii) 在上述(a)或(b)類服務終止或您的服務降級後，您的服務會被降級或終止，且所有現有檔案會被刪除。您有責任將 uHub plus 儲存上的所有用戶資料備份，我們對用戶資料的任何損失概不負責及不承擔任何法律責任。
- 12.5 If your uHub plus Storage was upgraded after you have received an upgrade invitation from NETVIGATOR / LiKE100 Broadband customer service, once you terminate the service, you will also be given a choice, either (a) paying monthly fee to retain the entitled storage size, or (b) the Service will be downgraded or terminated with all existing files being deleted upon service termination or downgrading of the Service. It is your responsibility to back up all Subscriber's Material on the uHub plus Storage and we are not responsible or liable for any loss of the Subscriber's Material.
- 倘若 uHub plus 儲存在您收到網上行／LiKE100 寬頻客戶服務部的升級邀請後獲升級，一旦您終止網上行寬頻服務，您亦可選擇：(a) 按月付費以保留應有的儲存容量，或 (b) 在網上行寬頻服務終止或服務降級後，服務將被降級或終止，且所有現有檔案會被刪除。您有責任將 uHub plus 儲存上的所有用戶資料備份，我們對用戶資料的任何損失概不負責及不承擔任何法律責任。
- 12.6 If the Service is terminated for whatever reasons, all licences, rights and privileges granted to you shall immediately cease. Should you at any time cease to be a subscriber to the Service and/or upon expiration or termination of the Contract, you will not be permitted to post, upload, share, transmit or re-transmit any more Subscriber's Material to the Service and we will also remove all your Subscriber's Material from the Service without giving you any notice.

倘若服務因任何原因被終止，所有授予您的許可、權利及特權須立即終止。倘若您在任何時候不再是服務的訂購者及／或合約到期或終止，您將不被允許在服務上張貼、上傳、分享、傳輸或重新發送任何用戶資料，我們亦將從服務中刪除您的所有用戶資料，而不會向您發出任何通知。

- 12.7 You may purchase additional storage beyond your storage entitlement at a fee. If you exceed your storage entitlement on your uHub plus account, we reserve the right to downgrade, suspend, restrict or terminate the Service and/or terminate the Contract immediately without notice or to take any other actions as we deem appropriate. An Early Termination Charge and other Cancellation Charges may be payable if the Contract is terminated during a Commitment Period.

您可付費以購買超過您儲存權限的額外的儲存容量。倘若您在 uHub plus 帳戶中超出您的儲存權限，我們保留在無發出通知的情況下立即降級、暫停、限制或終止服務及／或合約的權利，或採取我們認為合適的其他措施。倘若合約在承諾期內終止，您可能需要支付提前終止費用及其他取消費用。

- 12.8 Without prejudice to our rights as aforesaid, we have unfettered discretion to cancel, suspend, restrict the Service, to change any terms of the Contract (including changing and/or terminating any features of the Service and migrating the Service and/or any Contents onto other platforms), or to terminate the Contract for the Service by giving you reasonable notice if:

在不損害我們上述權利的情況下，倘若發生下列情況，我們可自行決定取消、暫停、限制服務、變更合約的任何條款（包括變更及／或終止服務的任何功能以及將服務及／或任何內容遷移到其他平台），或向您發出合理的通知以終止服務合約：

- (a) the law requires us to do so;  
法例要求我們如此行事；
- (b) there is an emergency or other circumstance that affects our ability to provide the Service; or  
出現緊急情況或其他情況以至影響我們提供服務的能力；或
- (c) you become bankrupt or appear likely to be.  
您出現或似乎會出現破產情況。

## 13. Privacy

### 私隱

- 13.1 We collect, process, disclose, retain or use your Personal Data in accordance with the “HKT Privacy Statement” which can be found at HKT website: [www.hkt.com](http://www.hkt.com).

我們根據《香港電訊私隱聲明》（可透過 HKT 網站 [www.hkt.com](http://www.hkt.com) 查閱）收集、處理、披露、保留或使用您的個人資料。

- 13.2 If we request Personal Data from you, you may refuse to provide the Personal Data. However, we may decline to provide the Service to you.

倘若我們要求您提供個人資料，您可以拒絕提供個人資料。但是，我們可能會拒絕為您提供服務。

- 13.3 You will, as soon as possible, notify us of any change of address or any other particulars provided to us which may affect our provision of Service to you.

倘若您的地址或向我們所提供的任何其他資料有任何變更，而該等變更可能會影響我們向您提供服務，您須盡快通知我們。

## 14. Information provisioning

### 資料提供

You will provide us with the information relating to you or your use of the Service we reasonably require:

您會向我們提供與您或與您使用服務有關而我們合理要求的資料：

- (a) to help us in complying with the applicable law and to report to any Government Agency regarding such compliance; and  
以幫助我們遵守適用的法律，並向任何政府機構報告該等遵守情況；及



- (b) to assess whether or not you have complied, are complying and will be able to continue to comply with all obligations under the Contract.

以評估您是否已履行、現正履行以及將來能夠繼續履行合約下的所有義務。

If you do not do so within two (2) working days of our request, you agree that we can enter your Premises to obtain the information we require during business hours after giving you reasonable notice.

倘若您在我們發出要求的兩（2）個工作天內未能如此行事，您同意我們可在給您合理通知後在營業時間內進入您的場所以獲取我們所需的資料。

## 15. Acceptance of the terms

### 接納條款

You agree that you have:

您同意您已經：

- (a) read, understood and accepted all the terms and conditions contained in the Contract;  
閱讀、理解及接納合約中包含的所有條款及細則；
- (b) read, understood and accepted the “Terms of Use of this Site” in respect of the Service (available at uHub plus website) which form part of the Contract;  
閱讀、理解及接納與服務相關的《本網站使用條款》（可在 uHub plus 網站查閱，並構成合約其一部份）；
- (c) read, understood and agreed to the arrangement with respect to the collection, use, retention, access of your personal information set out in the Contract, including the “HKT Privacy Statement” which is accessible through the designated website(s);  
閱讀、理解及同意有關收集、使用、保留、查閱您合約所載個人資料的安排，包括可透過指定網站查閱的《香港電訊私隱聲明》；
- (d) accepted that the Contract, including the “Terms of Use of this Site” in respect of the Service and the “HKT Privacy Statement” may at any time be amended, modified or supplemented to suit the contemporary needs and development of the Service and its activities, and that your continued registration as a user or use of the Service will constitute an acceptance of such amendment, modification, or supplementation; and  
接納包括與服務相關的《本網站使用條款》以及《香港電訊私隱聲明》在內的合約，且合約可能隨時獲修訂、修改或補充，以適應服務及其活動的當前需求及發展；而您繼續登記為用戶或使用服務將構成您對該等修訂、修改或補充的接納；及
- (e) assumed the responsibility to remain knowledgeable of all the relevant terms, conditions and policies published by us in connection with the Service through whatever means.  
有責任維持了解我們透過任何方式發佈的所有與服務相關之條款、細則及政策。

## 16. Other things we need to tell you

### 我們需要告訴您的其他事項

- 16.1 Sometimes, we will need to unilaterally change the Charges or the terms and conditions of a Service covered by the Contract. We will notify you of the changes by publishing details of all changes or the latest version of the revised terms and conditions online at uHub plus website or any other website as specified by us, or by such other means as designated by us. Your continued registration as a user or use of the Service will constitute an acceptance of such change(s).

有時，我們需要單方面變更合約所涵蓋的服務之費用或條款及細則。我們將於線上 uHub plus 網站或我們指定的任何其他網站上或透過我們指定的其他方式發佈所有變更的詳情或已修訂之條款及細則的最新版本，以通知您有關變更。而您繼續登記為用戶或使用服務將構成您對該[等] 變更的接納。



16.2 You accept that the Contract is personal to you and agree not to transfer or assign the Contract (or any part thereof) to any person or entity, or to try to do so without our prior written consent. Any attempt by you to do so shall be void. However, we may take instructions from a person whom we think, with good reason, is acting with your permission.

您接納合約對您而言屬個人性質，並且同意不會將合約（或其任何部份）轉讓或出讓予任何人士或實體，或在未經我們事先書面同意的情況下嘗試如此行事。您如此行事的任何企圖均為無效。但是，我們可能會接受我們有充分理由相信獲您許可之人士所發出的指示。

16.3 We can transfer our rights and obligations under the Contract (or any part thereof) to any person or entity without your consent. We can also use any of our Affiliate, an agent or subcontractor to perform our responsibility.

我們可在未經您同意的情況下將我們在合約（或其任何部份）下的權利及義務轉讓予任何人士或實體。我們亦可透過我們的任何聯營公司、代理商或分包商來履行我們的責任。

16.4 Save for any PCCW group companies, no other person who is not a party to the Contract has any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623, the Laws of Hong Kong) to enforce any terms and conditions and/ or benefit of the Contract.

除任何電訊盈科集團成員公司外，並非本合約一方的任何其他人士均無權根據《合約（第三者權利）條例》（香港法例第 623 章）執行合約的任何條款及細則及／或利益。

16.5 When we need to contact or give notice, consent or other communication to you, we will use the Premises, your billing address, correspondence address, email address, facsimile number, mobile number, fixed phone number and/or other contacting details that you have provided us for contacting you. We may also contact you by such other means as designated by us at our discretion (such as in the form of a letter, bill insert or message, email message, statement on our or our Affiliates' website, pamphlet available at our or our Affiliates' shops, their respective franchisee's or agent's retail outlets, advertisement placed in a Hong Kong daily newspaper). The notice or communication sent by us shall be treated as received by you (a) 24 hours after posting (seven (7) days after posting, if posted to or from a place outside Hong Kong), if sent by letter; (b) at the time of delivery, if delivered in person; (c) immediately upon faxing if sent by facsimile and the transmission report indicates that the facsimile transmission was successful; (d) immediately upon sending the email, if sent by email; (e) in the case of a notice or communication sent by electronic means, immediately after being transmitted by us or posted on our or our Affiliates' websites; and (f) when the first edition of the newspaper is available for purchase or when the pamphlets are available in those shops or retail outlets, in the case of a newspaper advertisement or pamphlet.

當我們需要聯絡您或向您發出通知、同意或進行其他溝通時，我們將使用您的場所、賬單地址、通訊地址、電郵地址、傳真號碼、手機號碼、固網電話號碼及／或其他您提供給我們的聯絡方式與您聯絡。我們亦可透過我們自行決定的其他方式與您聯絡（例如以信函、賬單插言或訊息、電郵訊息；在我們或我們的關聯公司的網站上發佈聲明；在我們或我們的關聯公司的店面及其各自專營商或代理商之零售店內提供宣傳冊；在香港發行之報章上投放廣告）。在以下情況下，您會被視為已接收到我們發出之通知或通訊：(a) 若以信函方式，則在郵寄後 24 小時（如寄往或來自香港以外地方，則郵寄後七（7）日內）；(b) 若以親身交付，則於交付時；(c) 若以傳真方式，則在傳真發送後即時（傳送報告表示傳真發送成功）；(d) 若以電郵方式，則在發送電郵後即時；(e) 若以電子方式發送通知或通訊，則在我們傳送後或在我們或我們關聯公司的網站上發佈後即時；及 (f) 若以報章廣告或宣傳冊方式，則在首版報章可供購買時，或者在相關店面或零售店內的宣傳冊可供索取時。

16.6 If you need to contact us, please use the address on your last bill or any other postal address, email address or phone number we have given to you for that purpose.

倘若您需要與我們聯絡，請使用您最近一期賬單上的地址或我們就此目的向您提供的任何其他郵政地址、電郵地址或電話號碼。

16.7 If the terms and conditions of the Application, the Service Guide, and these General Conditions conflict with each other, the inconsistency will be resolved in the descending order of preference set out in this Clause.

倘若申請、服務指引及此一般細則之條款及細則相互衝突，則按本條款所訂明之優先順序解決。

16.8 Each of the provisions of these General Conditions is severable and distinct from the others, and if one or more of such provisions is or becomes invalid, illegal or unenforceable, such invalid, illegal or unenforceable provisions shall be deleted from these General Conditions and no longer incorporated herein, but, the other provisions shall continue to be effective and binding on the parties.

此一般細則中的各項條款是可分割的及與其他條文不同。倘若其中一項或多項條款已經或者變得無效、非法或不可執行，則應從此一般細則中刪除該等無效、非法或不可執行的條款，並不再納入其中，但其他條款應繼續有效及對雙方具有約束力。

16.9 The interpretations of the Contract shall be at our sole discretion, which decisions shall be final, binding and conclusive. In the event of any dispute in connection with the Service, our decisions shall be final, binding and conclusive. In the event of any discrepancy between the English version and any translated version, the English language version shall prevail, unless we determine otherwise.

合約的解釋應由我們全權酌情決定，且其決定應是最終、具有約束力及不可推翻的。倘若就服務有任何爭議，我們的決定將是最終、具有約束力及不可推翻的。倘若英文版本與任何翻譯版本有任何差異，除非我們另有決定，以英文版本為準。

16.10 The Contract is governed by the laws of Hong Kong.

合約受香港法律管轄。

## 17. Special meanings

### 特別涵義

In the Contract:

在合約中：

17.1 **Affiliate** means, in relation to an entity, any other entity which directly or indirectly controls, is controlled by, or is under common control with, such entity.

**關聯公司** 指 就某一實體而言，直接或間接控制該實體，或受其控制或與其受共同控制的任何其他實體。

17.2 **Application** means a written or an online application and, where expressly allowed by us, a non-written application made by you to us requesting the provision of the Service to you.

**申請** 指 您向我們要求向您提供服務之書面或網上申請以及經我們明確允許之非書面申請。

17.3 **Cancellation Charge** means the cancellation charge for the Service, Equipment and any other devices provided by us as specified in the Contract.

**取消費用** 指就我們所提供之服務、設備及任何其他裝置，合約訂明的取消費用。

17.4 **Charges** means the charges and fees (including but not limited to the monthly or periodic charges) payable by you to us in respect of the provision of the Service, Equipment, device or any other goods by us and as specified by us in the Contract.

**費用** 指 您就我們提供之服務、設備、裝置或任何其他物品而應支付的費用及收費及我們於合約中訂明之費用及收費（包括但不限於每月或定期費用）。

17.5 **Commencement Date** means the date we inform you that the Service is made available to you.

**開始日期** 指 我們通知您向您提供服務的日期。

17.6 **Commitment Period** means the commitment period or fixed term for the Service as specified by us in the Contract.

**承諾期** 指 我們在合約中訂明的服務承諾期限或固定期限。

17.7 **Content** means any data, information, images, graphics, video or audio content, applications, downloadable files or other multimedia content that can be accessed using the Service.

**內容** 指 可使用服務可存取的任何數據、資料、圖像、圖形、視頻或音頻內容、應用程式、可下載文件或其他多媒體內容。

17.8 **Contract** means the contract between you and us in respect of the Service provided by us to you, including the Application, the Service Guide, these General Conditions and all other terms and conditions applicable to your use and our provision of the Service (such as the "Terms of Use of this Site" in respect of the Service and the "HKT Privacy Statement"), as may be amended by us from time to time.

**合約** 指 就我們向您提供服務，您與我們簽訂（並可能經由我們不時修訂）的合約，包括申請、服務指引、此一般細則以及就您使用服務及我們提供服務而適用的所有其他條款及細則（例如與服務相關的《本網站使用條款》以及《香港電訊私隱聲明》）。

17.9 **Contract Value** means in relation to (a) the Service with a Commitment Period as subscribed by you, the total Charges for the Commitment Period payable by you to us under the Contract; or (b) the Service without a Commitment Period as subscribed

by you, the total Charges paid by you to us for the period from the Commencement Date to the date immediately preceding any incident giving rise to your claim.

**合約價值** 指 (a) 就您所訂購具承諾期之服務而言，您根據合約應支付我們的承諾期內的全部費用；或 (b) 就您所訂購並無承諾期之服務而言，您從開始日起至緊接任何導致您提出申索之任何事件發生之日止期間，您向我們支付的全部費用。

17.10 **Due Date** means the date specified by us in the relevant bill for the payment of the Charges, or if no such date is specified, the date which is 15 days from the date of the bill.

**到期日** 指我們在相關賬單中訂明的費用支付日期，或若無訂明此日期，則為從賬單日期起計 15 日。

17.11 **Early Termination Charge** means the early termination charge payable by you for the Service, the Equipment and any other devices provided by us as specified in the Contract.

**提前終止費用** 指您就合約中訂明由我們所提供之服務、設備及任何其他裝置而應付的提前終止費用。

17.12 **Equipment** means the equipment and/or device (if any) provided by us to make available the Service to you which excludes any equipment and/or device belonging to you or any third party.

**設備** 指我們就為您提供服務而提供的設備及／或裝置（如有），其中不包括屬於您或任何第三方的任何設備及／或裝置。

17.13 **Force Majeure Event** means anything outside our reasonable control including but not limited to, industrial disputes of any kind, war declared or undeclared, act of terrorism, blockade, disturbance, riot, a natural disaster (such as lightning, earthquake, storm, flood, explosion or meteor), law or any power lawfully exercised by a Government Agency, any change in any applicable law, rule or regulation of Hong Kong to the Service or your use of the Service, inability or delay in granting governmental or other approvals, consents, permits, licenses or authorities, or Network outage or degradation which we cannot reasonably control.

**不可抗力事件** 指我們的合理控制之外的任何事情，包括但不限於任何類型的行業爭議、宣戰或未宣而戰、恐怖主義行為、封鎖、騷亂、暴動、自然災害（如雷電、地震、暴風雨／雪、洪水、爆炸或流星）、任何由政府機構合法行使的法律或權力、適用於服務或就您使用服務而適用的任何香港法律、規則或規例之任何變更，無法或延遲授予政府的或其他的批准、同意、許可、牌照或授權、或我們無法合理控制的網絡中斷或退化。

17.14 **General Conditions** means these “General Conditions of uHub plus Service” and as may be amended by us from time to time, the prevailing version of which is available at uHub plus website.

**一般細則** 指可能經我們不時修訂的此等《uHub plus 服務的一般細則》，其適時版本可在 uHub plus 網站上查閱。

17.15 **Government Agency** means any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world and includes the Communications Authority of Hong Kong.

**政府機構** 指世界上任何地方的政府、政府性、準政府、行政、財政或司法機構、部門、委員會、權力機構、法庭、機構或實體，包括香港通訊事務管理局。

17.16 **Hong Kong** means the Hong Kong Special Administrative Region of the People's Republic of China.

**香港** 指中華人民共和國香港特別行政區。

17.17 **Network** means the telecommunications or other network and the servers owned, operated or used by us, including all facilities and associated equipment used in, or in connection with, the Service.

**網絡** 指我們擁有、運營或使用的電訊或其他網絡以及伺服器，包括就服務中使用或與之相關的所有設施及相關設備。

17.18 **PCCW** means PCCW Limited and its subsidiaries (including but not limited to HKT Limited and its subsidiaries).

**電訊盈科** 指電訊盈科有限公司及其附屬公司（包括但不限於香港電訊有限公司及其附屬公司）。

17.19 **Personal Data** has the same meaning given to it in the Personal Data (Privacy) Ordinance (Chapter 486, the Laws of Hong Kong).

**個人資料** 與《個人資料（私隱）條例》（香港法例第 486 章）所賦予的含義相同。

17.20 **PIN** means a personal identification number issued by us to you for your access to the Service.

**PIN 碼** 指我們向您發出的個人識別號碼，以供您存取服務。

- 17.21 **Premises** means the place where the Service or any services provided by any PCCW group company is installed and used from time to time.  
**場所** 指 服務或任何由電訊盈科集團成員公司所提供的服務之不時安裝及使用的地方。
- 17.22 **Registration Data** has the meaning as described in Clause 6.2(g).  
**登記資料** 具有第 6.2(g)條中所述的含義。
- 17.23 **Service or Services** means the uHub plus cloud storage service or services, including any Equipment, any other goods and services and service features under uHub plus cloud storage service (where applicable), provided by us or Third Party Provider(s) to you.  
**服務** 指 我們向您或第三方提供商提供的 uHub plus 雲端儲存服務，包括 uHub plus 雲端儲存服務項下的任何設備、任何其他物品及服務和服務功能（如適用）。
- 17.24 **Service Guide** means any service literature for the Service setting out the service description or entitlements, the relevant Charges, eligibility requirements and the service provider for the Service.  
**服務指引** 指 與服務有關的任何服務文件，其中列出了服務說明或權利、相關費用、資格要求及服務的服務提供商。
- 17.25 **Software** means any software in connection with the Services, as set out in Clause 4.3.  
**相關軟件** 指 如第 4.3 條中所述，與服務有關的任何軟件。
- 17.26 **Subscriber's Material** has the meaning as described in Clause 6.8.  
**用戶資料** 具有第 6.8 條中所述的含義。
- 17.27 **Third Party Provider** means any third party provider which provides information or Content service or service feature which is available for your access and use through the Service we provide.  
**第三方提供商** 指 提供資料或內容服務或服務功能的任何第三方提供商，該等資料或內容服務可透過我們提供的服務存取及使用。
- 17.28 **uHub plus Storage** means the uHub plus storage capacity under the Service.  
**uHub plus 儲存** 指 服務下的 uHub plus 儲存容量。
- 17.29 **We** means Hong Kong Telecommunications (HKT) Limited.  
**我們** 指 Hong Kong Telecommunications (HKT) Limited。
- 17.30 **You** means the customer who subscribes to the Service.  
**您** 指 訂購服務的客戶。

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