Document Ref. : OFE120618E



Official Use Only		
Invoice ID:		
Staff:		
Date :		

Order Form of Email Service

Complete the form in English and tick "✓" the appropriate box below.

Part 1) Cu	SIOMERIN	FORMATIC) N		
Customer Information i	is for internal use only. V	alid info is required. Plo	ease refer to www.communilink.net.		
Account Owner					
Contact Address					
Contact Person	(Mr. / Ms.) Surname:		Given Name		
Phone number			Fax number		
Email address			Mobile		
"transfer account ow	nership" and provide pice and login information	valid documentation	ervice account at CommuniLink. It is required to follow our policy of (e.g. BR or ID copy) if any change made in future. or registrar (excluding HKDNR domain) will be sent to this		
Part 2) DO	MAIN INFO	RMATION			
Your Domain Nam	ne:		Example: communilink.net, yahoo.com.hk		
Your Domain is					
1. Transfer Domain		Please Choose			
		_	year , Fee :er the domain name by the following contact information		
	on of New Domain F				
The following Domain I	Information will be subm	itted to Registrar, which	n will be searchable by public		
Tick here to co	onfirm the contact info	rmation data which i	s same as Part 1 Customer Information		
Domain Registrant					
Contact Address					
Contact Person (Mr. / Ms.) Surname:			Given Name		
Phone number			Fax number		
Email address					
(If suitable) Referral	: Customer ID / Do	omain Name::			

Remark :

- 3 "Registrant / Company Name" represents the owner of the domain. It is required to follow the policy of "transfer domain ownership" of the registrar and provide valid documentation (e.g. BR or ID copy) if any change made in the future. There shall be charge incurred for "transfer domain ownership".
- 4 ONE email address only. For HKDNR domain, all the domain renewal invoice and domain login information will be only sent to this registered email address by domain registrar.

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Part 3) CHOOSE SERVICE PLAN

CLOUD EMAIL							
		Monthly Setup Fee		Payment Period (Monthly Fee)			
		<u>Charge</u>	Setup Fee	3- Months	6- Months	12- Months	24- Months
1.	Cloud Email Value	\$25	\$150			□ 0%	□ 10%
2.	Cloud Email Basic	\$50	\$150			□ 0%	□ 10%
3.	Cloud Email Classic	\$100	\$150		□ 0%	□ 10%	□ 20%
4.	Cloud Email Standard	\$250	\$150		□ 0%	□ 10%	□ 20%
5.	Cloud Email Professional	\$450	\$150		□ 0%	□ 10%	□ 20%
6.	Cloud Email Advance	\$750	\$150	□ 0%	□ 5%	□ 10%	□ 20%
7.	Cloud Email Enterprise	\$1,200	\$150	□ 0%	□ 5%	□ 10%	□ 20%
8.	Cloud Email Global	\$1,988	\$150	□ 0%	□ 5%	□ 10%	□ 20%
VIP I	Email Plan						
1.	Basic VIP Email Plan	\$268	\$150			□ 0%	□ 5%
2.	Advanced VIP Email Plan	\$388	\$150			□ 0%	□ 5%

	ADDITIONAL SERVICE Monthly Charge	Setup Fee	Please ✓ the appropriate box
Other Service	HK\$	HK\$	below.
1. Domain Redirect	\$25	\$150	
2. Additional Pop3 Email account	\$10	\$50	
3. Domain Parking	\$0	\$150	
4. Domain Alias (Web)	\$25	\$150	
5. Catch SMTP	\$90 \$180	\$150	
6. SMTP Server	\$25	\$150	
7. Global SMTP	\$50	\$150	
8. Spam Controller	Ref. plan	\$150	
9. Smart Email System	Ref. plan	\$150	
0. Basic Anti-spam	\$50	\$25	
11. Email Anti-Virus	\$50	\$150	
2. Unique IP Address (First One)	\$100	\$150	
13. Others			

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Title

Invoice Remark:	
Remark:	
 The above information can also be found at www.communilink.net The attached Terms & Conditions apply to all services above. This document will be treated client. 	ed as official purchase order once signed by the
 If the Customer signs this document without paying the bills within one month, CommuniLi order. The deposit neither cannot be refunded, nor cannot be diverted to other purposes. 	ink Internet Limited reserve the right to void th
 CommuniLink Internet Limited reserves the right to make all final decisions if any dispute of s This document is only valid for one month after being sent. 	service fee arises.
I certify that I am authorized to enter into this agreement with CommuniLink Internet Limited and the carefully read and understood the service details, terms and conditions of CommuniLink Internet Laccount holder and this agreement shall be governed by the laws of the Hong Kong SAR and subjet the Hong Kong SAR.	imited. The following signed on behalf of the
Accepted & confirmed by :	Company Chop:
Authorized Signature	

_Date : _____



TERMS & CONDITIONS

(Reference No. TC120130E)

COMMUNILINK INTERNET LIMITED

Unit 701 & 702, Midas Plaza, 1 Tai Yau Street, San Po Kong, Kowloon, HK. CommuniLink Internet Limited is hereafter referred to as "CommuniLink".

DEFINITIONS

"the Customer" means any company or person who has requested to use the Services.

"Agreement" means any agreement between the parties which expressly or impliedly incorporates these Terms and Conditions as the context demands. means the installation fee, monthly fee and other charges in respect of the Services published from time to time by CommuniLink.

"AUP" means the Acceptable Use Policy

"Services" means the services as described in the Agreement, Internet access, virtual web hosting, dedicated server hosting, hardware supply, and

services offered by CommuniLink as the context requires.

- 1. In consideration for payment of the Fees, CommuniLink agrees to provide the Services to the Customer. The Customer shall pay the Fees and all applicable taxes and tariffs relating to its use of the Services. CommuniLink will invoice the Customer by electronic mail, post or facsimile transmission. Payment is due at presentation for the full invoiced amount. If a payment due by the Customer to the Company under the Agreement is not received by the Due Date the Customer shall pay interest in respect of the overdue amount calculated daily from the Due Date until the date of payment at an interest rate equal to 2% above the prime lending rate of The Hongkong and Shanghai Banking Corporation Limited as current from time to time. The Company may also impose additional charges to cover its reasonable expenses and costs incurred in recovering outstanding amounts due under this Agreement (including the cost of engaging a debt recovery agent or instituting legal proceedings). CommuniLink reserves the right to terminate the service without any advance notification due to violation of the payment agreement, or deduct any overdue payment and incurred charge from service prepaid invoice of any account under the same Customer (i.e. under same account owner name). After the deduction of the outstanding, the balance will be used to recalculate the service period by the original price on a pro-rata basis.
- 2. All hosting plans have a set allotment of Traffic/Bandwidth available for use. Any traffic usage that is over the limit of the monthly allotment will be charged according to the terms that are set forth in the order form. Unused traffic may not be carried over to the following month.
- 3. The Customer is responsible for and must provide all equipments necessary to access the Services and must comply at all times with CommuniLink's requirements as regards mode of access and/or use of the Services. The Customer also agrees to abide by (1) the AUP and (2) any Agreement with CommuniLink.
- 4. The Customer shall be entirely responsible for all use of the Services and agrees to indemnify CommuniLink against all and any loss, claims or liability arising, directly or indirectly, and in any jurisdiction. The Customer agrees to abide by all applicable laws (whether of Hong Kong or of any relevant jurisdiction) relating to the use of the Services, in particular, but without limitation, the Customer shall not access or publish any matter or perform any activity which violates any laws (whether of Hong Kong or of any relevant jurisdiction) and warrants that its use of the Services does and shall not, directly or indirectly, infringe any third party's intellectual property rights in any jurisdiction.
- 5. The Customer expressly agrees that use of the Services is at the Customer's sole risk and that the entire risk as to the quality and performance of the Services is with the Customer. Neither CommuniLink nor any of its directors, employees or agents warrant that the Services will be uninterrupted or error free, or give any warranty for any data security, ownership or as to the results to be obtained from use of the Services. In no event will CommuniLink or its directors, employees or agents be liable for any damage, (including, but without limitation, special, incidental, or consequential damage) arising from the use of, or inability to use (for whatever reason), the Services, including but not limited to damages resulting from loss of data or loss of profits but not including death or personal injury.
- 6. Any Internet Protocol address(es) allocated by CommuniLink to the Customer, remain(s) the property of CommuniLink and must be returned to CommuniLink. The Customer undertakes not to advertise, or otherwise to broadcast, such address (es) upon termination of the Services or the Agreement, nor to use the word "CommuniLink" in any way as a business or company name or trade mark.
- 7. If CommuniLink is appointed as service provider of Transfer DNS / FTP / Email / Database Data, the Customer shall provide CommuniLink all the required Login information and documents. The Customer agrees that under no circumstances is CommuniLink liable for any of the following, 1) loss of, or damages to customer's record or data; or 2) special, incidental, or indirect event results in any economic consequential damages (including profits, savings lost or legal claims from any party) due to service starting delayed, even if CommuniLink is informed of the possibility.
- 8. If the Customer is in breach of any of the terms of the Agreement, or affects the daily operation of CommuniLink or network or other users, CommuniLink may, at its sole discretion, either suspend the Customer's access to and use of any of the Services until such breach is remedied or terminate the Agreement and the Customer's access to and use of any of the Services. CommuniLink will not be liable for any loss due to the suspension or termination and reinstatement will be at the sole option of CommuniLink and upon such terms and conditions as it shall determine.
- 9. If any provision of this Agreement is found to be invalid the other provisions shall remain in full force and effect. All obligations and restrictions on the Customer under this Agreement will survive the termination of this Agreement and/or the termination of the provision of any of the Services. For early termination, client must notify CommuniLink by sending a termination form with an authorized signature and supporting document required by CommuniLink by fax to 2998 0800 or email to cs@communilink.net, all prepayment is non-refundable (excluding the termination under the 30-Day Money Back Guarantee policy).
- 10. 30-Day Money Back Guarantee. CommuniLink extends money-back guarantee to client during the first thirty (30) calendar days of the Initial Term ("30-Day Guarantee"). The 30-Day Guarantee is only available on Hosting and Email Plans provided by CommuniLink, and will begin upon completion of the setup of client's plan. In order to avail itself of the 30-Day Guarantee, client must notify CommuniLink by faxing a termination form with an authorized signature to 2998 0800 within the first 30-day. Upon receipt and approval, all services will be terminated immediately and CommuniLink will refund the service fee to the client after deducting domain fee, service fee with original price on a pro-rata basis and the setup fee as administrative costs.
- 11. Domain Registrar reserves the right to approve any domain registration. If the domain is rejected, domain fee and setup fee are non-refundable. If the Customer requires another new domain registration, domain fee and setup fee will be charged. Expired domain will be imposed and go into redemption period, which requires additional charge and longer processing time for domain renewal. or any .hk domain registered through CommuniLink, the Customer shall renew the domain or enquire its procedures from Hong Kong Domain Name Registration Company Limited. The Customer also agrees to abide by the Domain Name Registration Agreement posted on the website of CommuniLink.
- 12. Unless otherwise agreed in writing and signed by both parties, this Agreement constitutes the entire agreement between the parties. This Agreement is governed by the laws of Hong Kong and the parties hereby submit to the non-exclusive jurisdiction of the courts of Hong Kong. This terms and conditions have been translated into Chinese. If there is any inconsistency or ambiguity between the English version and the Chinese version, the English version shall prevail.



ACCEPTABLE USE POLICY

(Reference No. AUP120130E)

By using our web hosting services, you agree to comply with our acceptable use policy. We expect you to possess a basic knowledge of the Internet and computer function. We also expect you to have access to a computer, which is connected to the Internet to use our web hosting services. The spirit of this policy is to guide you to use our service with due regard to the rights of other Internet users and in conformity with CommuniLink network environment policies.

Illegal Usage

CommuniLink's servers may be used for *lawful* purposes only. Transmission, storage, or distribution of any information, data or material in violation of any applicable law or regulation is prohibited. This includes, but is not limited to: copyrighted material, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat. Examples of *non-acceptable* content or links: Pirated software, Hackers programs or archives, Warez sites, MP3, and IRC bots. The subscriber to our service agrees to indemnify and hold harmless CommuniLink from any claims resulting from the use of the service that damages the subscriber or any other party. We will be the sole arbiter as to what constitutes a violation of this provision.

Adult Content

Due to special system and network requirements of adult oriented sites, pornography and sex-related merchandising are prohibited. This includes sites that may infer sexual content, or links to adult content elsewhere. This is also true for sites that promote any illegal activity or content that may be damaging to our servers or any other server on the Internet. Links to such materials are also prohibited.

Security

Violations of system or network security are prohibited, and may result in criminal and civil liability. Examples include, but are not limited to the following: Unauthorized access, use, probe, or scan of a systems security or authentication measures, data, traffic or source code; Interference with normal operation or service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks; Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting. The Customer is liable to ensure the security of the account, to protect the account against from, including, but not limited to, virus, spy, Trojan horse and other harmful materials.

Server Resource

Any web site that uses a high amount of server resources (such as, but not limited to, CPU time, memory usage, and network resources) will be given an option of either paying extra (which depends on the resource needed) or reducing the resource used to an acceptable level. CommuniLink shall be the sole arbiter of what is considered to be a high usage level.

CGI /PHP/ASP Scripts

Cgi/PHP/ASP script sharing with domains not hosted by us is not allowed. Any scripts deemed to be adversely affecting the server performance or the network integrity will be shut down without prior notice.

Chat Rooms

CommuniLink does not allow clients to install their own non-Java chat rooms. Chat rooms, other than Java based ones, tend to be large system hogs and CommuniLink cannot permit them in the interests of system performance and resource levels.

IRC

CommuniLink does not allow IRC or IRC bots to be operated on our servers.

Email Abuse/Unsolicited Commerce Email/SPAM

Email Abuse, spamming, or the sending of mass unsolicited email, from or through CommuniLink's server(s) or using an email address that is maintained on CommuniLink's machine(s) is STRICTLY prohibited. If the Customer engages in any of the foregoing activities using the service of another ISP or IPP, but channeling activities through CommuniLink's server(s) as a maildrop for responses, or sending bulk emails which affect, directly or indirectly, our server operation, traffic loading or other customers, the Customer is in violation. Offenders will face an immediate suspension, without refund or data retrieval. CommuniLink is not liable for any loss due to the suspension.

Email Abuse / Spam refers to bulk unsolicited e-mail messages or news articles sent via electronic mail without the recipients' prior request or consent. Detailed Email Abuse Policy refers to the website of CommuniLink and legal regulations refer to http://www.ofta.gov.hk/

Fax Abuse / Unsolicited Fax Advertisements

Distribution of unsolicited fax advertisements, junk fax or spamming through the Services provided by CommuniLink is STRICTLY prohibited. CommuniLink does not permit its customers to use their DFax number as a "drop-box" for responses to email or fax spam offers. CommuniLink reserves the right to suspend or terminate the service anytime for customers who violate the Acceptable Use Policy, without refund or data retrieval. CommuniLink is not liable for any loss due to the suspension.

"Unsolicited fax advertisements" are messages promoting goods or services sent to you not at your request or with your agreement from someone who does not have an established business relationship with you. Legal regulations refer to http://www.ofta.gov.hk/

Actions Taken by CommuniLink

When CommuniLink becomes aware of an alleged violation of its Acceptable Use Policy, CommuniLink will initiate an investigation. During the investigation we may restrict Customer's access in order to prevent further possible unauthorized activity. Depending on the severity of the violation, CommuniLink may, at its sole discretion, restrict, suspend, or terminate Customer's account and/or pursue other civil remedies. If such violation is a criminal offense, CommuniLink will notify the appropriate law enforcement department of such violation. CommuniLink does not issue service credits for any outages incurred through service disablement resulting from Policy violations.

Modification

CommuniLink reserves the right to make changes to any of the policy and the agreement immediately and without prior notice to Customer. Please check the website of CommuniLink regularly for any revisions or amendments which may be made. Changes in monthly service fees are effective only at the end of any calendar quarter for which Customer has already prepaid. The use of the service by the Customer following the effective date of such change shall be proof of acceptance of Customer of such change(s). This policy has been translated into Chinese. If there is any inconsistency or ambiguity between the English version and the Chinese version, the English version shall prevail.