

商業手提用戶登記表格 CORPORATE MOBILE REGISTRATION FORM

香港德輔道中 189 號李寶椿大廈 11 樓 11/F, Li Po Chun Chambers, No. 189 Des Voeux Road Central, Hong Kong

Tel 電話: (852) 2915 1557 Fax 傳真: (852) 2297 0022

客戶資料 CLIENT INFORMATION					
公司名稱 Company Name:				業務性質 Nature of Business	
聯絡人/申請人姓名				職位	
Contact Person: 電子郵件				Position:	
E-mail Address:				Contact No.:	
商業登記號碼 BR No.*:				身份證號碼 HKID No.:	
公司地址 Company Address:					
ware state					
Correspondence Address: 須對服務使用者負責* Customer shall be resp	annible for Convince used b	wite uppers *			
項到服務使用者負責 Costoner shall be resp 登記電話 REGISTERED NUMBER		by its users.			
電話號碼及電話卡號碼	(1)	
Mobile Number & SIM Number: 電話號碼及電話卡號碼	()	
Mobile Number & SIM Number:	(/)	
電話號碼及電話卡號碼 Mobile Number & SIM Number:	(/)	
電話號碼及電話卡號碼 Mobile Number & SIM Number:	(1)	
電話號碼及電話卡號碼	(1)	
Mobile Number & SIM Number: 合約條款 CONTRACT TERM					
□ 新合約 New Contract	□ Month to Month / □	Fixed Term:	月 months		
漫遊話音 Voice Roaming	□ 開啟 Enable*		□ 關閉 Disable		
漫遊數據 Data Roaming □ 開啟 Enable*			□ 關閉 Disable		
付款方式 PAYMENT					
本人/本公司欲收取賬單為以下方式 We prefer to receive our bill(s) by : □ 郵寄 Post (每次郵寄費為港幣捌元正 \$8 for each posted bill) / □ 電郵 E-mail (
□ 支票 Cheque □ 信用咭自動轉賬 Bank Account/ Credit Card Autopay □ 繳費靈 P.P.S. (商戶編號 9211 Merchant Code: 9211)					
□ VISA □ 萬事達卡 Master □ 美國運通卡 American Express □ Bank Account					
信用咭持有人姓名 / 銀行戶口持有人姓名 Credit Card Cardholder/ Bank Account Holder Name:					
信用咭號碼 / 銀行戶口號碼 Credit Card No./ Bank Account No.:					
有效日期 (月/年) Credit Card Expiry Date (MM/YY):(有效期最少須有三個月 Valid for at least 3 months)					
- 本人/本公司授權國際電訊有限公司,可於賬單指定的付款日期後隨時在本人(上述)信用時/銀行戶口扣除本人/本公司應付的所有款項。					
I / Our company hereby authorise(s) Global Call Limited to debit my/ our credit card or bank account on or at any time after the payment due dates as specified on an invoice					
form amounts due, including outstanding charges.					
<u>x</u>					
信用咭持有人 / 銀行戶口持有人 簽署 Credit Card Holder/ Bank Account Holder Authorized Signature *需支付港幣一千元正按金作開通漫遊服務的費用 * HK\$1,000 deposit for each no. or Credit Card payment is required for enable of roaming service					
TERMS & CONDITIONS					
All payments should be made to Global Call Limited					
- 本人/本公司確認及同意以上資料均為真實及正確無誤並同意授權國際電訊與有關方面核對資料。					
-本人/本公司明白及同意銷售予本人/本公司之設備及提供予本人/本公司之服務均依據國際電訊之條款與細則,該等條款、細則將不時修改,國際電訊有權保留最後之決策權					
力。 - I/ Our company confirm(s) that the above information is true and correct, and authorize(s) Global call Limited to verify the information from any source.					
- I/ Our company understand(s) and agree(s) that the services provided to me/us will be subject to Global Call Limited's terms & Conditions, as provided on the reverse side of this registration form.					
U U	oumente with this f	orm:			
Please enclose the following do 1: 商業登記副本		<u>01111.</u> 長途電話/流動電話/셽	は見ては思うしていま	すなに	
■● 商業登記副本 Copy of Business Registration		atest copy of IDD Te			
			Salesperson:	FOR OFFICE USE ONLY Credit Limit:	
			ICL Checked By:	Rate Index:	
	acture and Company Char		Reg. No.: Batch No.:	Activation By: Activation Date:	
			A/C Nos.:		

GLOBAL CALL LIMITED TERMS AND CONDITIONS OF PROVISION OF SERVICES

Global Call Limited ("we", "us" or "our"), will provide you ("you" or "your"), with the telecommunications services described in your Registration Form ("Services") in accordance with these terms and conditions. By using the Services you agree to these terms and conditions and any variations to them

- 1.1 1.2
- SERVICES We will provide the Services using our facilities or those of such carriers or other service providers as we may decide. For this purpose, you authorise us to make any arrangements we see fit with any carriers or other service providers in order for us to provide the Services to you. The Services will be made available to you on condition that you do not re-supply or resell or otherwise make the Services available to any other person(s) without our written consent and that you do not use the Services in any way or for any purpose that is prohibited by law. You must keep confidential all passwords or access numbers you have nominated to be connected with the Services. You agree that we may disclose any information in connection with your use of the Services to anyone who correctly quotes your password(s) or access number(s). 1.3

CHARGES FOR SERVICES 2.

- CHARGES FOR SERVICES You acknowledge and agree that our charges for the Services (the "Charges") are determined by us and that we may charge them at any time. Our current charges are posted on our website www.globalcall.com.hk. You will be given notice of any charges to our Charges in accordance with Clause 12.2. You must pay all Charges as stated in your involce, whether the Services were used by you or any other person with or without your authorisation, consent or knowledge. You agree that our records are conclusive evidence of your use of the Services and the Charges payable by you. If you wish to dispute any Charges stated in your invoice, you must notify us within 30 days from the date of the invoice. If you do not notify us within 30 days, you will be deemed to have accepted the invoice. If you su is to provide detailed call records and they show that all Charges have been correctly rendered we may charge you an administration fee of HK\$50. 21 2.2
- 2.3 2.4

VARIATIONS TO TERMS AND CHARGES **3.** 3.1

We may vary these terms and conditions or any other terms or conditions upon which we provide the Services to you. You will be given written notice in accordance with Clause 12.2 of any changes which apply to the Services we provide to you. You agree that if you continue to use the Services after we have issued the relevant notice(s), you are bound by the terms and conditions as varied irrespective of whether you have actual notice or knowledge thereof.

CREDIT LIMIT AND SECURITY DEPOSIT

We may, at any time and at our sole discretion, impose a credit limit on your account, and/or require you to pay a security deposit or make advance or interim payments. If you have paid a security deposit you authorise us to deduct from that security deposit any amount necessary to meet any cost, loss or liability incurred by us as a result of your failure to comply with these terms and conditions or any other term of your agreement with us or to pay any amount oved by you to us or our related companies. We may suspend or disconnect the Services if you do not provide the security deposit or make any payment which is due to us.

CALLING CARDS **5**.1

CALLING CARUS At your request, we may issue you with a calling card for the use of the Services. Each calling card will at all times remain our property. You will be responsible for the safekeeping of the calling card and must at all times keep the calling card and its password separately. If that the calling card or password is lost or stolen, you must immediately inform us of such loss or theft in writing. You will nany event be responsible for all Charges incurred as a result of the use of the Services until the expiry of 48 hours after our receipt of your written notice. We will sue your first calling card free of charge. We may charge you a fee for production of subsequent, replacement or additional calling cards.

EQUIPMENT 6

- 6.1 We may install any equipment ("Equipment") at your premises necessary for the supply of Services to you. You acknowledge 6.2
- 63
- We may install any equipment (Equipment) at your premises necessary for the suppy of Services to you. You acknowledge that any Equipment installed by us will always remain our property. You will allow us or our suppliers and contractors and, where applicable, will ensure that the owner or occupier allows us to, have access to any premises where our Equipment is to be installed to enable us to install, inspect, maintain or remove the Equipment. If you do not provide such access we may limit, suspend or disconnect the Services. Within 7 days after termination of our agreement with you, all our Equipment must be returned to us or made available for collection by us, failing which we reserve the right to recover the value of it as a debt due to us. You agree to indemnify us against any loss or damage to the Equipment, unless that loss or damage arises from fair wear and tear. You agree to indemnify us against any loss or damage to the Equipment, unless that loss or damage arises from fair wear and tear. 6.4 6.5
- tear. You also agree to inderthiny us against any calim by the owner or occupier of the premises in relation to our entry onto the premises. You must not remove or obscure any identification marks on the Equipment and must comply with our reasonable instructions to protect our ownership and not do anything which might affect our ownership of the Equipment. We may suspend the Services to the extent necessary to perform maintenance on the Equipment. We will use our reasonable endeavors to give you reasonable notice of any interruption to the Services bearing in mind the urgency and nature of the work and to minimize any interruption to the Services. 6.6

INVOICES

- Involutes We will invoice you electronically for the Services according to the schedule in your Registration Form. We may vary invoice frequency upon notice to you. We may issue interim invoices at any time. We may invoice you in advance for periodic Charges, connection and service fees (where applicable) and we will generally invoice you in arrears for usage and other Charges. All Charges must be paid within 14 days from the date specified on the invoice ("Due Date"). Time is of the essence with
- 7.2
- 7.3 7.4
 - All Charges must be paid within 1 or one and the respect to all payments due to us.
 We reserve the right:
 (a) to charge interest on any unpaid amount of any invoice not paid to us by the Due Date. Interest will be charged at a
 rate of 3.75% on the outstanding amount from the Due Date until the date that the outstanding amount is paid in full;
- 7.5 7.6
- and (b) to charge you an administration fee of HK\$80 if any amount remains unpaid after its Due Date. The amount of that administration fee may be varied from time to time. If you pay an invoice by cheque which is dishonored we may charge you an administration fee of HK\$50. If an invoice is paid by direct debit (whether from a credit card or otherwise) and there are insufficient funds available in the account from which the direct debit is to be drawn to pay the invoiced amount in full we may charge you an administration fee of HKK\$60. HK\$50
- 7.9 7.10
- HK\$50. We reserve the right to suspend or terminate the Services for late payment of any amount due to us. If you ask us to request a duplicate of any invoice we may charge you an administration fee of HK\$50 for providing it. A fee of Eight Hong Kong Dollars for each posted mail will be charged. You must pay the Charges and all other amounts due to us without any set-off, counterclaim or deduction. We may set-off any amount payable to you against any amount payable by you to us.

YOUR OBLIGATIONS 8.

- YOUR OBLIGATIONS You warrant to us that the information provided to us in your Registration Form is true, accurate, complete and up to date. You must notify us promptly, in writing, of any change to the information provided to us in your Registration Form. You will indeminify us against any action, liability, cost, claim, eor expense suffered or incurred by us arising from or in connection with use or misuse of the Services by any person whether or not that person is authonised by you. We may at any time and at our sole discretion seek security, including without limitation personal guarantees, for payment of our Charges, any reconnection or administration fee payable by you and any other costs incurred by us in connection with a default in payment by you. You agree that we may record verbal communications between you and us in relation to the Services and that we may rely on any such record of communications. You warrant that you will at all times comply fully with all legal and regulatory requirements applicable to the use of the Services. If the Services are used for any illegal purpose, we may suspend or disconnect the Services. 84
- 8.5
- 8.6

LIMITATION OF LIABILITY **9.** 9.1

9.5

- We will commence providing the Services to you as soon as possible upon receipt of your signed Registration Form. However, we will not be liable in any way should there be any delay or disruption in the provision of the Services to you. We do not warrant that the Service will be free of interruption, blockage, delay or fault. To the maximum extent permitted by law all conditions and warranties expressed or implied by any ordinance, the common law, equily, trade, custom, usage or otherwise in relation to the supply of the Services or the Equipment (if any) are expressly excluded. 9.2
- 9.3
- To the maximum extent permitted by law, we will not be liable in any way for any loss or damage (including direct or indirect or To the maximum extent permitted by raw, we will not be induce in any way to any bass of damage (including base of any any extent permitted by raw, we will not be induced in a second permitted by raw and the second permitted by any extension of the second permitted by th 94

 - (b) Tables of defects to the service caused by your use of other relecommunication services (even in they are connected with nour consent).
 (c) act or defaults of any supplier, network provider, or other person; or
 (d) any defay or default in performance under this Agreement caused by any event beyond our control, including without limitation war, accident, act of God, industrial action, typhoon, storm, defay or failure or defaults any other carrier.
 Without prejudice to the limitations in Causes 92 to 94 under no circumstances will our liability arising from the provision of the

 - HK\$30,000 for any one incident or series of events arising from a single incident or common cause; or an aggregate amount of HK\$100,000 for all liability arising out of the provision of the Services. (b)

10.

- 10.2
- SUSPENSION AND TERMINATION OF SERVICES

 Subject to Clause 10.2, our agreement to provide the Services to you may be terminated by either party giving the other at least 30 days' written notice.

 We may terminate this Agreement or suspend or limit the Services (in our absolute discretion) without prior notice to you if:

 (a) you breach any of the terms and conditions of any agreement between you and us or any of our related companies;

 (b) we are unable, for any reason including any act or omission of any third party provider (where relevant), to supply or provide the Services;

 (c) we are unable to contact you at the address and/or telephone number you have provided to us after we have made reasonable efforts to do so or if you vacate, or we are unable to enter the premises to which we supply the Services;

 (d) If any information provided by you is incorrect;
 (e) we are unable to ontact you at the address and/or telephone number you have provided to us after we have made or the purpose of inspecting, maintaining or repairing any Equipment;

 (e) you do not pay any invoice by 18 Due Date;
 (f) we believe that you may not be willing or able to meet your payment obligations;

 (g) you become, or in our reasonable opinion are likely to become, barkrupt or insolvent or have a receiver, manager, administrator or liquidator appointed, or in the case of a partnership, on dissolution or fing of an application for dissolution or dire.
 - vou die: you die: we reasonably determine that such action is desirable or necessary or the purposes of network maintenance or (h) (i)
 - restoration of any part of our network; you or any authorised user under your account misuses the Services or uses the Services for any unlawful purpose; we are permitted or required to do so by law. (j) (k)

- The termination of our agreement with you will not prejudice the exercise of any right or remedy of either party arising before such termination. 10.3
- You remain liable for all Charges payable in respect of Services provided to you and all other amounts due to us up to the time of termination. 10.4

11.

RESUMPTION OF SERVICE If the Service is terminated or suspended for any reason, we may at your request reconnect or resume the Service subject to payment by you of all amounts due or owing to us. You may be charged a reconnection fee of HK\$90.

12. NOTICES

- 12.1 12.2
- All notices required or given by you must be given in writing and sent to us at Room 2107, 21/F, Harcourt House, 39 Gloucester Road, Wan Chai, Hong Kong. All notices required or given by us under this Agreement may be published, displayed or notified to you in any manner as we shall deem appropriate including, without limitation, by post, electronically, by facsimile or by inclusion in a newspaper or other common media format. Any such notice will take effect from the date of its first publication, display on notification to you, irrespective of whether you have actual notice or knowledge thereof. We are entitled to rely on any signatory choo, business chop, personal seal, signature or mark appearing on your Registration Form or in any correspondence between you and us.
- 12.3

13. ASSIGNMENT

We may assign any or all of our obligations, and any or all of our rights (including our right to receive payment from you), to any person at any time without your consent. You may not assign or transfer your agreement with us, or any of your rights or obligations under it, to any person without our prior written approval. 13.1 13.2

PERSONAL DATA (PRIVACY) ORDINANCE (CAP 468) (THE "PRIVACY ORDINANCE") 14.

- CONSIGNED STATEMENT IN UNDIMANCE (USAF 405) (LITE "PRIVACY ORDINANCE"). From time to time we may collect personal data from you. We collect this data so we can provide the Services to you. The Privacy Ordinance governs the collection, use and disclosure of that personal data. If you do not provide the necessary personal data to us, we may not be able to provide Services to you. You consent to us transferring or disclosing your personal data to: our related companies, agents and subcontradors or other parties, either within Hong Kong or overseas for the purposes of conducting direct marketing to you and other purposes as determined by us from time to time, subject to our complying with our oblinations under the Privacy Ordinance. 14.1
- 14.2 14.3
- 14.4 14.5
- conducting direct marketing to you and other purposes as determined by us from time to time, subject to our complying with our obligations under the Privacy Ordinance; any person who is under a duty of confidentiality to us who has undertaken to keep such information confidential; any financial institutions, charge or credit card issuing companies, credit information, credit reference, or collection agencies necessary to: establish, support and recover the payments you are required to make to us in consideration of us providing the Services to you; or 14.6
- or to detect and prevent any alleged fraudulent or illegal activity; any financial institutions, banks, credit rating agencies or like organisations for the purpose of our financing of our business; the Telecommunications Authority or other bodies where such transfer and/ or disclosure is required by law for the discharge of any obligations under the provisions in the Telecommunications Ordinance (Cap. 106) or other applicable law, rules or regulations; and any carrier or other service provider whose facilities we use to provide the Services to you. 14.7 14.8 14.9
- 14.10 14.11
- any conserver a many service provider whose facilities we use to provide the Services to you. The Privacy Ordinance provides you with rights to ascertain whether we hold your personal data, to obtain a copy of that data and to correct any inaccuracies in that data. In accordance with the Privacy Ordinance, we may charge a reasonable fee for processing of any data access request. All requests relating to ascertaining whether we hold your personal data, access to that data, correction of that data or for information regarding our personal data protection policies and practices should be addressed to us marked to the attention of the Privacy Compliance Officer. If you do not want us to use your personal data for the purpose of direct marketing to you or to supply your personal data to any other person, you must notify us in writing addressed to the attention of the Privacy Compliance Officer.
- 14.12

15. GENERAL PROVISIONS

- OCINERAL PROVISIONS No failure or delay on our part in exercising any right, power or remedy under this Agreement operates as a waiver. A single or partial exercise by us of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. Each right, power and remedy provided to us in this Agreement is in addition to, and does not exclude or limit, any right, power or remedy provided by law or equity or any agreement. These terms and conditions contain the entire agreement between the parties and supersede all prior agreements and understandings between the parties in connection with it. 15.2
- 15.3

LIMITATION OF LIABILITY 16

To the extent permitted by Jaw, (a) GLOBAL CALL mobile shall not be liable for any Consequential Loss; and (b) GLOBAL CALL mobile's aggregate liability to the Customer shall in any event not exceed the total fees paid by the Customer to GLOBAL CALL mobile for the immediately preceding 12 months prior to any incident giving rise 16 1

- 16.2
- CLUPAL LAL motive saggregate liability to the Customer shall in any event not exceed the Iotal fees paid by the Customer to GLOBAL CALL mobile for the immediately preceding 12 months prior to any incident giving rise to such liability.
 GLOBAL CALL mobile expressly disclaims all responsibilities and liabilities for or arising from:
 (a) the use of the Services, Content, handset or mobile device by the Customer;
 (b) any damage to or ioontract, tor, or otherwise for any loss of revenue (whether direct or indirect), loss of profils or any consequential loss whether of an economic nature or not;
 (c) any claim based in contract, tor, or otherwise for any loss of revenue (whether direct or indirect), loss of profils or any consequential loss whether of an economic nature or not;
 (d) any claim relating to any Services, Content, handset or mobile device supplied, provided, sold or made available by GLOBAL CALL mobile (or any failure or delay to so supply, provide, sell or make available;
 (e) any injury, disease, seizure or loss of consciousness suffered by the Customer or any person a rising whether directly or indirectly from accessing and using the Services or playing any computer games through the Services; and using the Services or any part thereof which is attributable to an event or circumstance beyond GLOBAL CALL mobile's reasonable control.
 (f) any disuption or suspension of the Services is undertaken Service Providers all responsibilities or ilabilities arising from the acts, default, neglect, omission and mistakes committed by the Independent Service Providers. In conditient is expressive active sprive providers to the Customer on the acts, default, neglect, omission and mistakes committed by the Independent Service Providers. In consideration of the services Providers and the table services for the Customer is expressed by the Customer that GLOBAL CALL mobile services providers in the aprovement. It is expressive active the independent Ser 16.3
- 16.4 16.5
- Customer. Without limitation to any other provision in the Agreement, GLOBAL CALL mobile expressly disclaims and excludes any liability whatsoever arising directly or indirectly from GLOBAL CALL mobile exercising any of its rights under the Agreement. Nothing in the Agreement excludes or restricts a party's liability for death or personal injury resulting from the negligence or fraud of that party. Notwithstanding any other provision in the Agreement. GLOBAL CALL mobile shall not be liable for any failure to fulfill an 16.6
- fraud of that party. Notwithstanding any other provision in the Agreement, GLOBAL CALL mobile shall not be liable for any failure to fulfill an obligation under the Agreement if such a fulfillment is delayed, prevented, restricted or interfered with for any reason as a result of a Force Majeure Event provided that GLOBAL CALL mobile has used its reasonable endeavours to mitigate the effect of the Force Majeure Event provided that GLOBAL CALL mobile has used its reasonable endeavours to mitigate the effect of the Force Majeure Event provided that GLOBAL CALL mobile has used its reasonable endeavours to mitigate the effect of the Force Majeure Event provided that GLOBAL cost is a set of the set of

WARRANTY **17**.

17.4

WARRANTY Save and except for the warranties expressly provided under the Agreement, GLOBAL CALL mobile provides no warranty (express or implied) as to the title, fitness for a particular purpose, quality, merchantability and durability of the handset, mobile device and the Services provided to the Customer, any obligation to maintain confidentiality of information (although GLOBAL CALL mobile's current practice is to maintain confidentiality) or the results to be obtained from the use of the handset, mobile device, the Content or the Services. GLOBAL CALL mobile accepts no the quality and availability of any of the Services, its network and customer service. GLOBAL CALL mobile accepts no responsibility and the Customer shall not hold GLOBAL CALL mobile liable for any failure, interruption, delay, suspension or error on the part of GLOBAL CALL mobile including without limitation, in relation to the Services, the Content, its network, customer service and after-sale service.

- 17.2 rvice 17.3
- Including windout initiation, in reaction to the Set wides, the Cohleth, its herwork, custorine Service. The limited warranty of the handsets or mobile devices shall be provided by the manufacturers directly in accordance with each manufacturer's standing warranty policies. GLOBAL CALL mobile assumes no responsibility in providing any repair and maintenance service to the Customer. All product liability relating to the handset, mobile device, equipment and accessories ("Equipment") sold, supplied and/or provided by GLOBAL CALL mobile askies, equipment and accessories ("Equipment") sold, supplied and/or provided by GLOBAL CALL mobile and the safety and suitability of the Equipment. The Customer shall read and get familiar with the user handbook / user manual (or equivalent) released by the respective manufacturers prior to using or operating the Equipment and that not contraveme any instruction, guidance or restriction therein specified. The Customer expressly acknowledges and agrees that GLOBAL GLL mobiles role is merely a distributor of the Equipment and that the Customer shall nave, and magainst GLOBAL CALL mobile or hold GLOBAL CALL mobile liable for any product liability either in contract law or tort law.

For the Chinese version, please call 29151557 如閣下要中文版本章則, 請電 29151557