**Frogbt (Hong Kong) Co., Limited**

**Terms and Conditions on Hosting Service**

**托管服务合作條款**

In terms of the matters related to the provision of Hosting Service by Frogbt to Customer and Customer accepts the Service, the following agreement has been reached for joint compliance on the basis of the principle of mutual benefits and equal cooperation between both parties and according to the relevant laws and regulations of Hong Kong and The Lao People's Democratic Republic after friendly negotiation in this regard.

就福洛格及客户双方合作事宜，本着双方互惠互利、平等合作的原则，根据香港及相关老撾法律法规，达成如下协议，共同遵守老挝人民民主共和国在这方面的协商。

## DEFINITIONS

**“Hosting Area”** means the hosting area situated at the Site and as specified in the Application in which Frogbt (Hong Kong) Co., Limited (“Frogbt”) provides Services to Customer under this Contract; where such area can be subdivided, then each such subdivision shall be a “**Hosting Area**”.

“托管区域”是指位于本网站并在申请中指定的托管区域，福洛格（香港）有限公司。有限公司（“福洛格”）根据本协议向客户提供服务； 如果此类区域可以细分，则每个此类细分应为“托管区域”。

**“Customer Equipment”** means equipment (including any software) installed by Customer reasonably necessary (as determined by Frogbt) to establish, operate and facilitate the provision of the Services by Frogbt to Customer under this Contract.

“客户设备”指客户安装的设备（包括任何软件）（由福洛格确定），以建立、运营和促进福洛格根据本协议向客户提供服务。

**“Hosting Service** or **Service”** means the service whereby Frogbt will host the Customer Equipment on racks in the Hosting Area for connection to any other telecommunications services provided by Frogbt or its third party. Full particulars of the Service are set out in the Application, such as providing the relevant infrastructures and conditions required for Customer Equipment including power supply, networking, CCTV, cooling system and security. Frogbt shall notify Customer the electricity power failure caused by grid electricity maintenance or other circumstances after receiving notification from grid electricity company. Frogbt shall ensure the power and network connectivity. In case of electricity power supply or network interruption, it shall immediately organize emergency repair and recovery, or contact the grid electricity company and network provider for resolving. Frogbt shall not be liable for transportation, repair, replacement and warranty for the customer equipment or hardware.

“托管服务或服务”是指福洛格将客户设备托管在托管区的机架上以连接福洛格或其第三方提供的任何其他电信服务的服务。服务的完整详情载于申请，例如提供客户设备所需的相关基础设施和条件，包括电源、网络、闭路电视、冷却系统和安全。福洛格在接到电网电力公司的通知后，将因电网电力维护或其他情况导致的停电通知客户。福洛格应保证电力和网络的连通性。发生供电或网络中断的，应立即组织应急抢修恢复，或联系电网电力公司、网络供应商解决。福洛格对客户设备或硬件的运输、维修、更换和保修不承担任何责任。

“**Applicable Law”** means (a) any applicable law, rule or regulation of any jurisdiction; (b) any applicable lawful determination, decision or direction of a government agency in any jurisdiction; (c) any applicable obligations under any telecommunications licence, any binding industry standard or industry code; and (d) any applicable international convention or Contract

“适用法律”是指(a) 任何司法管辖区的任何适用法律、规则或法规； (b) 任何司法管辖区内的政府机构的任何适用的合法决定、决定或指示；(c) 任何电信牌照、任何具有约束力的行业标准或行业守则项下的任何适用义务；(d) 任何适用的国际公约或协议。

**“Frogbt”, “us”, “our” or “we” or “Company”** means Frogbt (Hong Kong) Co., Limited signing the Contract.

“福洛格”、“我们”、“我们的”或“我们”或“公司”是指签署合同的福洛格（香港）有限公司。

**“Confidential Information”** means the terms and existence of this Contract, any trade secret, information, data, maps, facility system design, prices, technique, algorithm, computer program (source and object codes), design, drawing, formula or test data, relating to any research project, work in process, future development, engineering, manufacturing, marketing plans, servicing, financing or personnel matter relating to the Party, its present or future products, sales, suppliers, clients, customers, employees, investors or business, whether in oral, written, graphic or electronic form.

“机密信息”是指本协议的条款和存在、任何商业秘密、信息、数据、地图、设施系统设计、价格、技术、算法、计算机程序（源代码和目标代码）、设计、图纸、公式或测试数据, 与任何研究项目、在制品、未来开发、工程、制造、营销计划、服务、融资或人事事项有关的、其当前或未来的产品、销售、供应商、客户、客户、员工、投资者或业务，无论是口头、书面、图形或电子形式。

**“Contract”** means a legally binding contract between Frogbt and the Customer consisting of the Customer Order Confirmation, quotation document or proposal document that may reference other specifications applicable to the sale or supply of certain Services by Frogbt and these Terms and Conditions.

“合同”是指福洛格与客户之间具有法律约束力的合同，包括客户订单确认书、报价文件或提案文件，其中可能引用适用于福洛格销售或提供某些服务的其他规范以及这些条款和条件。

**“Customer”** means  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** placing an order with Frogbt.

“客户”是指向福洛格下订单公司**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** 。

**“Personal Information”** means any data, whether true or not, about a natural person, whether living or deceased, who can be identified (a) from that data; or (b) from that data and other information to which the organization has or is likely to have access.

“个人信息”是指任何关于自然人的数据，无论真实与否，无论是在世的还是已故的，都可以 (a) 从该数据中识别；

(b) 来自组织已经或可能获得的数据和其他信息。

**“Price”** in relation to Services means the price payable for those Services as detailed in the Customer Order Confirmation.

与服务相关的“价格”是指合同中详述的这些服务的应付价格。

**“Service”** means any professional services procured or supplied pursuant to these Terms and Conditions on Hosting Services, as the context admits and any services provided by the Company as ordered by the Customer in the Contract.

“服务”是指根据本条款和条件采购或提供的任何专业服务，如上下文所承认的，以及客户在合同中订购的由公司提供的任何服务。

Unauthorised Activity means any act or omission in relation to the Services or the Customer Service that is in breach of any applicable law.

## CUSTOMER REQUIREMENTS AND SPECIFICATION INFORMATION

* 1. Customer warrant that all information pertaining to Customer hardware, software or service requirements and specifications is complete, accurate and has been provided to us in the Contract.
  2. Customer shall arrange representative to be onsite for equipment receiving and checking when customer equipment arrive hosting area. Customer acknowledges and take the responsibilities if unexpected issue when customer’s representative can not be onsite. Frogbt shall provide necessary supporting on customer equipment arriving hosting area. The video record or photograph of onsite receiving and power on for customer equipment will be provided. Frogbt shall support and coordinate with the local workshop for Customer equipment repairing with additional charge if in need.
  3. Customer has right to deploy, install or Customer own equipment in hosting area or move out Customer own equipment from hosting area during the executive period of the Contract. Frogbt will support customer equipment leave hosting area when the Contract is terminated or expired.

客户保证与客户硬件、软件或服务要求和规格有关的所有信息完整、准确并已在合同中提供给我们。

客户设备到达托管区时，客户应安排代表到现场进行设备接收和检查。如果客户代表不能到现场出现意外问题，

客户承认并承担责任。福洛格将对客户设备到达托管区提供必要的支持，提供客户设备现场接收和开机的录像或照片。如有需要，福洛格将支持并配合当地维修厂进行客户设备维修，并收取额外费用。

在协议执行期间，客户有权在托管区域部署、安装或客户自己的设备或将客户自有设备从托管区域搬出。协议终止时，福洛格将支持客户设备离开托管区域。

## PRICES, TAX AND PAYMENT

* 1. The Price payable for the Services is set out in the Contract and does not include any Incidental Costs (including any GST) unless expressly provided therein. Customer will pay the invoices in the currency agreed in the Contract. Customer must pay our invoices within twenty (20) days after the relevant invoice date (“Due Date”).

服务的应付价格在合同中规定，不包括任何杂费（包括任何消费税），除非合同中有明确规定。客户将以合同中约定的货币支付发票。客户必须在相关发票日期（“到期日”）后二十(20) 天内支付我们的款项。

* 1. Any sum that is not paid when due will incur an interest charge of 3‰ per days, commencing on the Due Date. Furthermore, Frogbt is entitled to terminate the service immediately without any notification if Customer fails to pay.

任何到期未支付的款项，将从到期日开始每天收取 3‰ 的利息。此外，如果客户未付款，福洛格有权立即终止服务，恕不另行通知

Customer shall pay all sums under the Contract in full without any set-off, counterclaim or deduction. If the Customer is required by law to deduct or withhold an amount from any sum payable to us under the Contract, the Customer shall pay to Frogbt a sum that ensures that we receive and retain a net sum equal to the amount we would have received if no such deduction or withholding had been made or required to be made.

客户应全额支付合同项下的所有款项，不得进行任何抵消、反索赔或扣除。如果法律要求客户从合同项下应付给我们的任何款项中扣除或预扣一笔款项，则客户应向福洛格支付一笔款项，以确保我们收到并保留与我们本应收到的金额相等的净额如果没有进行或要求进行此类扣除或预扣。

* 1. Frogbt shall ensure the electricity power supply for customer equipment. Customer is entitled to terminate the Contract and related applications if the connective rate of electricity power and broadband network is lower than 90% for 15 consecutive days. If the electricity power and broadband network failure in the hosting area continues for more than 3 days due to the reasons irrelevant to Customer, Customer is entitled to terminate the Contract or its related applications.

福洛格保证客户设备的电力供应 连续15天电力和宽带网络接入率低于90%的，客户有权终止本协议及相关申请。如果由于与客户无关的原因导致托管区域的电力和宽带网络故障持续3天以上，客户有权终止本协议或其相关申请。

* 1. Frogbt shall take responsibility for customer equipment security in case of any risk to harm customer equipment in hosting area. Frogbt shall compensate for the lost if customer equipment or related parts stolen, missed ,damaged by human factor.

存在损害托管区域客户设备的风险时，福洛格应对客户设备的安全负责。因人为因素造成客户设备或相关部件被盗、丢失、损坏，福洛格将赔偿损失。

* 1. All Charges are exclusive of applicable value-added, sales, use, excise, customs, duties or other taxes, fees or surcharges (including but not limited to regulatory fees or surcharges) (“Taxes”). Customer agrees to pay or reimburse Frogbt for any applicable Taxes that are levied based on the transactions hereunder, exclusive of Frogbt’s income and profit taxes to the government of Singapore on the Colocation Space. Any such Taxes shall be invoiced and payable within the payment terms of this Contract. Frogbt agrees to provide Customer with reasonable documentation to support invoiced amounts for Taxes within thirty (30) calendar days of receipt of Customer’s written request.

## CONFIDENTIALITY

* 1. From the time the parties entering into the negotiations preceding the Contract until the expiration of three (3) years following the termination of the Contract, a party receiving Confidential Information (“**Recipient**”) must keep confidential and not disclose without the disclosing party’s consent the Confidential Information and will use at least the same level of care with respect to the Confidential Information as the Recipient employs with respect to its own confidential or proprietary information. For purposes of maintaining the confidentiality of this Contract, both parties are the Recipients of the Confidential Information contained in the Contract.

从双方在合同前进行谈判之时起至合同终止后三(3) 年到期，接收机密信息的一方（“接收方”）必须保密， 未经披露方同意不得披露机密信息，并将至少对机密信息采取与接收方对其自己的机密或专有信息相同的谨慎程度。为维护本合同的机密性，双方均为合同中所含机密信息的接收方。

* 1. Notwithstanding the above, Confidential Information will not be deemed confidential and the Recipient will have no obligation with respect to any Confidential Information which:
     1. is already known to the Recipient not due to a breach of confidentiality of which the Recipient is aware;
     2. is or becomes publicly known through no negligent or wrongful act of the Recipient;
     3. is received by the Recipient from another source without similar restriction and without breach of this Contract; or
     4. is furnished to a third party by the disclosing party without similar restrictions on the third party’s rights.

管有上述规定，机密信息将不被视为机密，并且接收方对以下任何机密信息不承担任何义务：

1. 不是由于接收方知道的违反保密规定而为接收方所知的；
2. 非因接收方的疏忽或不当行为而为公众所知；
3. 接收方从其他来源收到，没有类似的限制，也没有违反本合同；或者
4. 由披露方提供给第三方，对第三方的权利没有类似的限制。
   1. If the Recipient receives lawful process requesting or requiring it to disclose party may seek an appropriate protective order, or consent to the release of the Confidential Information.

如果接收方收到要求或要求其披露的合法程序，则一方可寻求适当的保护令，或同意披露机密信息。

## FORCE MAJEURE

Frogbt is excused from performing our obligations to the extent we are prevented by any event out of our reasonable control, including without limitation any flood, fire, lightning, earthquake, storm, explosion, meteor, accident, embargo, blockade, strikes, riot, civil disorder, insurrection, mob violence, any kind of war or war-like conditions, act of terrorism or of the public enemy, epidemic, pandemic, quarantine, inability to procure materials or transportation facilities, national or regional emergency, power outage, labour dispute or shortage, act or failure to act of any government authority, change in laws and regulations, act of God or any other events or circumstances beyond our reasonable control.

福洛格在因我们合理控制之外的任何事件（包括但不限于任何洪水、火灾、闪电、地震、风暴、爆炸、流星、事故、禁运、封锁、罢工、骚乱）阻止我们履行义务的情况下免于履行我们的义务、内乱、叛乱、暴民暴力、任何类型的战争或类似战争的条件、恐怖主义或公敌行为、流行病、流行病、检疫、无法采购材料或运输设施、国家或地区紧急情况、停电、 劳资纠纷或短缺、任何政府当局的作为或不作为、法律法规的变更、天灾或任何其他超出我们合理控制范围的事件或情况。

## Anti-Money Laundering Requirements

Customer shall comply with all Applicable Laws on anti-money laundering, counter-terrorism financing, counter- proliferation financing, and sanctions (together “AML”). Customer shall fully cooperate with Frogbt's reasonable due diligence (on site or in writing) of Customer’s identity, its beneficial ownership, and AML policies and procedures, which includes but is not limited to its sanctions and politically exposed person review and suspicious transactions monitoring and reporting procedures. Frogbt reserves the right to retain copies of identification evidence and supporting documentation obtained in relation to Customer. In accordance with its AML, anti-fraud, and other compliance and security policies and procedures, Frogbt may place any approval process for Customer's transaction on hold, or impose reasonable limitations and controls on Customer’s ability to utilize the Services. Such limitations may include but are not limited to rejecting payments, or suspending/restricting any Service. Frogbt may, for the purposes of complying with relevant suspicious transaction reporting and tipping-off requirements under Applicable Law, report suspicious transactions to the relevant authorities without informing Customer.

客户应遵守有关反洗钱、反恐融资、反扩散融资和制裁（统称为“AML”）的所有适用法律。客户应充分配合福洛格对客户身份、受益所有权和反洗钱政策和程序的合理尽职调查（现场或书面），包括但不限于其制裁和政治公众人物审查和可疑交易监控和报告程序。福洛格保留保留与客户有关的身份证明和证明文件副本的权利。根据其反洗钱、反欺诈和其他合规和安全政策和程序，福洛格可以暂停客户交易的任何批准程序，或对客户使用服务的能力施加合理的限制和控制。此类限制可能包括但不限于拒绝付款或暂停/限制任何服务。福洛格为遵守适用法律规定的有关可疑交易报告和举报要求，可以在不通知客户的情况下向有关部门报告可疑交易。

## Ethical and Environmental Compliance

Customer undertakes to comply with, and to require any person under its control to comply with, all applicable national, regional and international rules relating to ethical and responsible behaviors, including, but not limited to, those dealing with human rights, environmental protection, resource sustainability, sustainable development, bribery and corruption.

客户承诺遵守并要求其控制下的任何人遵守与道德和负责任行为相关的所有适用的国家、地区和国际规则，包括但不限于处理人权的规则、环境保护、资源可持续性、可持续发展、贿赂和腐败。

## Data Privacy

Customer shall be solely responsible, where applicable, for providing any necessary notifications and/or obtaining any necessary consents required for the collection, use, disclosure and transfer of Personal Information. Each Party will use all commercially reasonable endeavours to ensure that the Personal Information is protected against unauthorized or accidental access, processing, erasure, loss or use and will promptly notify the other Party of any unauthorized or accidental access, processing, erasure, loss or use of the Personal Information. Customer shall ensure that Frogbt may transfer data acquired in connection with its provision of any Service, including Personal Information, to any of its Affiliates that have been delegated any of its obligations under the Contract.

在适用的情况下，客户应全权负责提供任何必要的通知和/或获得收集、使用、披露和传输个人信息所需的任何必要同意。 每一方将尽一切商业上合理的努力来确保个人信息免受未经授权或意外的访问、处理、删除、丢失或使用，并将立即通知另一方任何未经授权或意外的访问、处理、删除、丢失或使用的个人信息。客户应确保福洛格可将因提供任何服务而获得的数据（包括个人信息）传输给其已根据协议授予其任何义务的任何关联公司。

## Fraud

It is in the Parties’ mutual interest to prevent any kind of fraud, abuse, misuse or damage of data that involves the Parties’ respective network or services. The Parties shall therefore inform each other on the occurrence of such event in due course, exchange all necessary and relevant data, including but not limited to customer information, and jointly discuss and work out measures either to prevent or eliminate such fraud, abuse, misuse or damage; PROVIDED THAT no Party shall transfer information to the other Party to the extent that a Party is prohibited from doing so by Applicable Law.

防止涉及双方各自网络或服务的任何类型的数据欺诈、滥用、误用或损坏符合双方的共同利益。因此，双方应在适当的时候相互通报此类事件的发生，交换所有必要和相关的数据，包括但不限于客户信息，并共同讨论和制定措施以防止或消除此类欺诈、滥用、误用或损坏； 前提是，在适用法律禁止一方这样做的范围内，任何一方不得向另一方转移信息。

## Security Requirements

* 1. Each Party shall ensure that the Services provided by it hereunder will comply with the security requirements as defined in this clause and Applicable Law.

各方应确保其在本协议项下提供的服务符合本条款和适用法律规定的安全要求。

* 1. Each Party will use all reasonable efforts to identify vulnerabilities, threats or risks linked to the Services provided by it hereunder at any time during the term of the agreement. Each Party shall advise the other Party in case of security related flaws.

在协议期限内的任何时候，每一方都将尽一切合理努力来识别与其在本协议项下提供的服务相关的漏洞、威胁或风险。 每一方应在安全相关缺陷的情况下通知另一方。

* 1. The Parties shall advise each other immediately on becoming aware of any security breach, potential security breach or any suspected misuse that may affect the Services hereunder.

双方应在发现任何可能影响本协议项下服务的安全漏洞、潜在安全漏洞或任何疑似滥用时立即通知对方。

* 1. The Parties shall collaborate in order to eliminate any kind of security incident.

双方应合作以消除任何类型的安全事件。

## 10A. Use of Service

10A.1 Customer shall:

# use the Services in accordance with the Contract and all applicable laws;

* + 1. promptly notify Frogbt of any Unauthorised Activity in relation to the Service, a Customer Service or the Network of which the Customer becomes aware of;
    2. co-operate with Frogbt in establishing procedures to eliminate or reduce Unauthorised Activities and the opportunity for Unauthorised Activities;
    3. provide such information to Frogbt as is available to the Customer which may be of assistance to Frogbt in identifying and preventing Unauthorised Activities;
    4. promptly notify Frogbt of any fault in the Service or deterioration in the quality of the Service; and
    5. comply with directions given by Frogbt from time to time in relation to:
       1. modifications required to any apparatus at Hosting Area or other action necessary to be taken to eliminate any interference, impediment or impairment to the Service or the Network; or
       2. any use of the Service that is reasonable or prudent to ensure that Customer complies with this Clause 10.1.

客户应：

1. 根据合同和所适用法律使用服务；
2. 将客户知悉的与本服务、客户服务或网络有关的任何未经授权的活动及时通知福洛格；
3. 与福洛格合作，制定程序以消除或减少未经授权的活动以及发生未经授权的活动的机会；
4. 向福洛格提供可以获得的信息，这些信息可能有助于福洛格识别和防止未经授权的活动；
5. 服务出现故障或服务质量下降时，及时通知福洛格；和
6. 遵守福洛格每次发出的有关以下方面的指示：
   1. 需要对托管区的任何设备进行修改，或为消除对服务或网络的任何干扰、阻碍或损害而需要采取的其他措施；或者
   2. 为确保客户遵守本第 10.1 条而对服务的任何合理或审慎使用。

## Suspension or Termination of the Contract

* 1. Frogbt may suspend all or part of the Services and/or refuse the Customer’s access to the Hosting Area without being liable to Customer in damages or otherwise in the following cases:
     1. where Frogbt is required to suspend or withdraw provision of all or part of the Services pursuant to any regulatory, governmental or legal prohibition or to comply with all Applicable Law or any applicable requirement, regulation, policies, order or directive of any relevant Government Agency;
     2. where any act or omission by the Customer or the Customer authorised personnels, or due to the Customer Equipment, affects Frogbt’s ability to provide all or part of the Services or own or operate in the Buildings, or the ability of the Customer to receive all or part of the Services;
     3. if Customer fails to pay; and
     4. where the Customer commits a material breach of the Contract.

在下列情况下，福洛格可以暂停全部或部分服务和/或拒绝客户进入托管区，而无需对客户承担损害或其他责任：

1. 福洛格根据任何监管、政府或法律禁令或为遵守所有适用法律或任何适用的要求、法规、政策、命令或指令，要求福洛格暂停或撤销提供全部或部分服务相关政府机构；
2. 客户或客户授权人员的任何作为或不作为，或由于客户设备，影响福洛格提供全部或部分服务或拥有或在建筑物内经营的能力，或客户的能力接收全部或部分服务；
3. 客户欠費;
4. 客户严重违反协议。
   1. Customer Termination. Customer is entitled to terminate (in whole or in part) the Service with immediate effect by serving Frogbt written notice if:
      1. Frogbt is in material breach of this Contract (which shall (i) exclude a failure by Frogbt to provide any Service and/or the associated Frogbt Equipment in accordance with the service level set out in a service level agreement, if any, but, (ii) where Frogbt is unable to restore all the Services from serious outage) and that breach (in the case of a breach capable of being remedied) is not remedied within thirty (30) days after written notice of breach has been served by Customer on Frogbt;
      2. Frogbt shall have a receiver or an administrative receiver appointed or shall pass a resolution for winding-up (otherwise than for the purposes of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if Frogbt shall become subject to an administrative order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business or analogous event in the jurisdiction in which Frogbt is incorporated;
      3. the Force Majeure Event continues for a continuous period of ninety (90) days or more.
   2. 客户终止。在以下情况下，客户有权通过向福洛格发出书面通知立即终止（全部或部分）服务：
      1. 福洛格严重违反本协议（这应 (i) 排除福洛格未能按照服务水平协议中规定的服务水平提供任何服务和/或关联的福洛格设备，如果有，但是，(ii) 福洛格无法从严重中断中恢复所有服务的情况下）并且该违约行为（如果违约行为能够补救）在书面通知后三十 (30) 天内未得到纠正客户已向福洛格提出违约；
      2. 福洛格应指定接管人或行政接管人，或通过清盘决议（出于善意合并或重组计划的目的除外），或由有管辖权的法院作出命令为此，或者如果福洛格受到行政命令的约束，或与债权人达成任何自愿安排，或停止或威胁停止在福洛格注册成立的司法管辖区开展业务或类似事件；
      3. 不可抗力事件持续九十(90) 天或更长时间。
   3. Frogbt Termination. Without prejudice to any other rights or remedies it may have (whether under this Contract or at law), Frogbt is entitled to suspend or terminate, in whole or in part, the Service with immediate effect by serving Customer written notice if:
      1. Customer fails to pay for any amount of Invoice in full by the Due Date and such amount remains outstanding for a further period of fourteen (14) days after Frogbt has given written notice of such failure to pay; or;
      2. Customer commits a breach of any material obligation under this Contract and in the case of a remediable breach, fails to remedy the breach within thirty (30) days after receiving a written notice to do so issued by Frogbt; or
      3. any license, consent or approval of the governmental authority required in connection with the business of Customer provided under this Contract is revoked, withdrawn, suspended or expired (without a replacement license being granted immediately); or
      4. Customer shall have a receiver or an administrative receiver appointed or shall pass a resolution for winding-up (otherwise than for the purposes of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if a party shall become subject to an administrative order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business or analogous event in the jurisdiction in which such party is incorporated; or
      5. the Force Majeure Event continues for a continuous period of ninety (90) days or more.

福洛格终止。在不损害其可能拥有的任何其他权利或补救措施的情况下（无论是根据本协议还是法律），如果出现以下情况，福洛格有权通过向客户发出书面通知立即暂停或终止全部或部分服务：

1. 客户未能在到期日前全额支付任何金额的发票，并且该金额在福洛格发出未能支付的书面通知后的十四（14）天内仍未支付；或者;
2. 客户违反了本协议项下的任何重大义务，并且在可补救的违约情况下，未能在收到福洛格发出的书面通知后三十（30）天内纠正违约；或者
3. 根据本协议提供的与客户业务相关的政府当局的任何许可、同意或批准被撤销、撤销、暂停或到期（不立即授予替代许可）；或者
4. 客户应任命一名接管人或行政接管人，或应通过清盘决议（除非是出于善意的合并或重组计划），或者具有管辖权的法院应下令这种影响，或者如果一方将受到行政命令的约束，或应与其债权人达成任何自愿安排，或应停止或威胁停止在该方注册成立的司法管辖区开展业务或类似事件；或者不可抗力事件持续九十(90) 天或更长时间。
   1. Notwithstanding any other provision of this Contract and in case that Frogbt no longer has the right to use or access the Site for whatsoever reason, Frogbt shall have the right to terminate this Contract at any time without compensation and liability to Customer by giving Customer one (1) month’s prior written notice.

尽管本协议有任何其他规定，如果福洛格因任何原因不再有权使用或访问本网站，福洛格有权随时终止本协议，无需向客户提供赔偿和责任 提前一 (1) 个月向客户发出书面通知。

* 1. Early Termination Charge. Subject to other provisions of this Clause 11, no early termination by Customer during the Initial Term is allowed. In the event that this Contract is terminated by Frogbt in accordance with Clauses 11.3 (a) to (e) or by Customer on any ground other than Clause 11.2(a) to (c) during the Initial Term, Customer shall, on termination, pay Frogbt the Early Termination Charges and any other termination charges as specified by Frogbt in this Contract. Early Termination Charge is an agreed reasonable pre- estimate of the anticipated losses and damages suffered by Frogbt if the Contract is terminated in accordance with this Clause 11.5 before the expiration of the Initial Term.

提前终止费用。 根据本第 11 条的其他规定，客户在初始期限内不得提前终止。 如果福洛格在初始期限内根据第 11.3(a) 至 (e) 条或客户基于第 11.2(a) 至 (c) 条以外的任何理由终止本协议，则客户应在终止时，向福洛格支付提前终止费用和福洛格在本协议中规定的任何其他终止费用。 提前终止费用是对福洛格在初始期限届满前根据本第 11.5 条终止协议所遭受的预期损失和损害的商定合理预估。

* 1. Termination Consequence. Upon expiration or termination of this Contract, (a) all monthly Charges for use of Services up to and including on the date of termination and all other amounts owing by Customer to Frogbt will become immediately due and payable; (b) Customer shall cease to use the Hosting Area and Services; and (c) Frogbt is authorized to exercise its rights provided for under Clause 11.7 herein below. Customer shall pay for all charges due, and remove all its equipment and other property installed or bought on the Hosting Area by it and/or its agents.

终止后果。 本协议到期或终止后，(a) 直至终止之日（含）的所有月度服务使用费以及客户欠福洛格的所有其他款项将立即到期应付； (b) 客户应停止使用托管区域和服务； (c) 福洛格有权行使下文第 11.7 条规定的权利。 客户应支付所有应付费用，并移除其和/或其代理在托管区安装或购买的所有设备和其他财产。

* 1. If Frogbt elects to remove Customer Equipment or other property of Customer, Customer shall upon demand by Frogbt reimburse to Frogbt all its costs of removal and storage of any such equipment or other property if Frogbt so elects. In either event, Customer agrees that notwithstanding the same, Frogbt shall not be liable for conversion of such equipment or property or any part thereof and that it shall not be liable for any damage to such equipment or property or any part thereof.

如果福洛格选择移除客户设备或客户的其他财产，如果福洛格如此选择，客户应根据福洛格的要求向福洛格偿还任何此类设备或其他财产的移除和储存费用。 在任何一种情况下，客户同意，尽管有同样的规定，福洛格不对此类设备或财产或其任何部分的转换负责，也不对此类设备或财产或其任何部分的任何损坏负责。

* 1. Frogbt shall have a lien on Customer Equipment and is entitled to retain Customer Equipment or to sell Customer Equipment at any price and in such manner as it sees fit for repayment of any outstanding payment due and owing by Customer.

福洛格对客户设备享有留置权，并有权以任何价格和方式保留客户设备或出售客户设备，以偿还客户的任何到期和欠款。

## LIMITATIONS OF LIABILITY

* 1. Personal Injury. Each Customer Representative and any other persons visiting Frogbt premises does so at his or her own risk and Frogbt shall not be liable for any harm to such persons resulting from any cause other than negligence of Frogbt, its employees, agents or contractors resulting in personal injury to such persons during such a visit.

人身伤害。 每位客户代表和任何其他访问福洛格场所的人员自行承担风险，除福洛格、其员工、代理人或承包商的疏忽外，福洛格不对此类人员造成的任何伤害负责。 在此类访问期间对此类人员造成人身伤害。

* 1. Damage to Customer Business. In no event shall Frogbt be liable to Customer or any third party for any claims arising out of or related to Customer’s business, Customer’s customers’ or clients’ activities at Frogbt network or Site or otherwise, or for any lost revenue, lost profits, replacement goods, loss of technology, rights or service, incidental, punitive, direct, indirect or consequential damages, loss of data, or interruption or loss of use of service or of any Customer’s business, even if advised of the possibility of such damages, whether under law of contract, tort (including negligence), strict liability or otherwise. In addition, Frogbt shall not be liable for the following acts, save and except if such acts are committed by gross negligence of Frogbt or its authorized agent:
     1. any error or interruption in, or unavailability of, the Service or any damage, malfunction or failure in performance of Customer Equipment;
     2. any failure to prevent unauthorized access to, or alteration, theft, destruction of the Hosting Area, Customer Equipment;
     3. any act or omission of Frogbt in accordance with Customer’s instructions;
     4. any loss, corruption, error, inaccuracy, delay, interruption of use of any data or information provided by, or through, Customer Equipment;
     5. any delay, suspension, outage, interference in Network; and
     6. any losses, damages or injuries resulting from Customer’s negligence, misconduct or fraud.

损害客户业务。在任何情况下，福洛格均不对客户或任何第三方因客户的业务、客户的客户或客户在福洛格网络或站点的活动或其他方式引起的或与之相关的任何索赔，或任何收入损失、利润损失负责、更换商品、技术、权利或服务的损失、附带的、惩罚性的、直接的、间接的或后果性的损害、数据丢失，或服务或任何客户业务的使用中断或损失，即使被告知可能发生此类损害，无论是根据合同、侵权（包括疏忽）、严格责任或其他法律。此外，福洛格不对下列行为承担责任，但因福洛格或其授权代理人的重大过失而实施的除外：

1. 服务的任何错误、中断或不可用，或客户设备的任何损坏、故障或故障；
2. 任何未能防止未经授权访问、更改、盗窃、破坏托管区、客户设备的行为；
3. 福洛格根据客户指示的任何作为或不作为；
4. 由客户设备提供或通过客户设备提供的任何数据或信息的使用的任何损失、损坏、错误、不准确、延迟、中断；
5. 网络中的任何延迟、暂停、中断、干扰；和
6. 由于客户的疏忽、不当行为或欺诈而造成的任何损失、损害或伤害。
   1. Limitation of Claim. Subject to Clause 12.1, 12.2 and 12.4 hereof, the liability of each Party by reason of or arising out of this Contract and regardless of the form in which any legal or equitable action may be brought (whether in contract, tort, strict liability or otherwise) is limited to the aggregate of all Charges paid and payable by Customer to Frogbt under this Contract.

索赔限制。受本协议第 12.1、12.2 和 12.4 条约束，每一方因本协议或由本协议引起的责任，无论可能以何种形式提起任何法律或衡平法诉讼（无论是合同、侵权、严格责任或其他方式） ) 限于客户根据本协议向福洛格支付和应付的所有费用的总和。

* 1. Exclusion. Clause 12.3 does not apply to Customer’s liability to pay any Charges and Interest to Frogbt under this Contract.

排除。第 12.3 条不适用于客户根据本协议向福洛格支付任何费用和利息的责任。

* 1. Indemnification by Frogbt. Except to the extent attributable to any breach of this Contract by Customer, or the negligence or wilful default of Customer, its employees, agents or subcontractors, Frogbt, subject to Clauses 12.1, 12.2 and 12.3 hereof, indemnify and hold Customer harmless from all claims, demands, actions, proceedings, liabilities, losses, damages, charges, costs and expenses arising from or relating to:
     1. any damage to or loss of equipment, facility or other tangible property of Customer or a third party permitted by Frogbt to be placed at the Hosting Area which are caused by Frogbt, its employees, agents or subcontractor; and
     2. the death or personal injury of any officer, employee, agent, representative or contractor of Frogbt or of any other party if the death or personal injury is caused by Frogbt, its employees, agents or subcontractor.

福洛格的赔偿。除非由于客户违反本协议，或客户、其雇员、代理人或分包商的疏忽或故意违约，福洛格根据本协议第 12.1、12.2 和 12.3 条的规定，对客户进行赔偿并使客户免受所有损害由以下原因引起或与之相关的索赔、要求、诉讼、诉讼、责任、损失、损害、收费、成本和开支：

1. 由福洛格、其员工、代理人或分包商造成的客户或福洛格允许放置在托管区的第三方的设备、设施或其他有形财产的任何损坏或丢失；和
2. 如果死亡或人身伤害是由福洛格、其员工、代理人或分包商造成的，福洛格或任何其他方的任何高级职员、员工、代理人、代表或承包商的死亡或人身伤害。
   1. Indemnification by Customer. Except to the extent attributable to any breach of this Contract by Frogbt, or the negligence or wilful default of Frogbt, its employees, agents or subcontractors, Customer shall, subject to Clauses 12.1, 12.2 and 12.3 hereof, indemnify Frogbt and hold Frogbt harmless from all claims, demands, actions, proceedings, liabilities, losses, damages, charges, costs and expenses arising from or relating to:
      1. any damage to or loss of the Frogbt Equipment or any other properties (whether owned by Frogbt or not) which are caused by Customer, its employees, agents, subcontractors, Affiliates or its customers;
      2. the death or personal injury of any officer, employee, agent, representative or contractor of Frogbt or of any other party if such death or personal injury is caused by (i) the Customer, its employees, agents, subcontractors, Affiliates or its customers; or (ii) Customer Equipment and any other equipment or facility of Customer; and
      3. any action or claim brought by a third party (whether alone or collectively with other third parties) against Frogbt which relates to all or any part of the Customer Equipment, services and/or contents provided by Customer, including, without limitation, any infringement of Intellectual Property Rights, defamation or misappropriation of trade secrets.

客户的赔偿。除福洛格违反本协议或福洛格、其雇员、代理人或分包商的疏忽或故意违约外，客户应根据本协议第 12.1、12.2 和 12.3 条向福洛格作出赔偿并持有福洛格免于因以下原因引起或与之相关的所有索赔、要求、诉讼、诉讼、责任、损失、损害、收费、成本和费用：

1. 由客户、其雇员、代理人、分包商、关联公司或其客户造成的福洛格设备或任何其他财产（无论是否归福洛格所有）的任何损坏或丢失；
2. 福洛格或任何其他方的任何管理人员、员工、代理人、代表或承包商的死亡或人身伤害，如果此类死亡或人身伤害是由 (i) 客户、其员工、代理人、分包商、关联公司造成的或其客户； (ii) 客户设备和客户的任何其他设备或设施；和
3. 第三方（无论单独或与其他第三方共同）针对福洛格提起的与客户提供的全部或部分客户设备、服务和/或内容有关的任何诉讼或索赔，包括但不限于, 任何侵犯知识产权、诽谤或盗用商业秘密的行为。

## GENERAL PROVISIONS

* 1. **Authority to Contract.** Each party warrants and undertakes to the other that: (a) it has all necessary, power and authority to enter into, and perform its obligations under the Contract; (b) it has taken all corporate and other action necessary to approve the execution, delivery and performance of the Contract; (c) once duly executed, the Contract will constitute legal, valid and binding obligations on it; and (d) entering into the Contract or performing the Contract will not cause that party to be in breach of any other contract to which it is a party or any statutory or other legal requirement.

签订合同的权力。 每一方向另一方保证并承诺： (a) 其拥有订立合同并履行其在本合同项下义务的所有必要、权力和权限； (b) 已采取一切必要的公司和其他行动来批准合同的执行、交付和履行； (c) 一旦正式签署，本合同将构成对其合法、有效和具有约束力的义务；(d) 订立合同或履行合同不会导致该方违反其作为一方的任何其他合同或任何法定或其他法律要求。

* 1. **Assignment.** Frogbt may at any time subcontract, transfer or assign any or all of its rights, obligations, benefit or interest under this Contract.

分配。 福洛格可随时分包、转让或让与其在本合同项下的任何或全部权利、义务、利益或利益。

* 1. **Severability.** The provisions of this Contract are enforceable independently of each of the others and if a provision of this Contract is, or becomes, illegal, invalid, void or deemed unenforceable by any court of competent jurisdiction, it shall not affect the legality, validity or enforceability of any other provisions of this Contract. If any of these provisions is so held to be illegal, void, invalid or unenforceable but would be legal, valid or enforceable if some part of the provision were deleted, the provision in question will apply with such modification as may be necessary to make it legal, valid or enforceable. The Parties’ rights and obligations which by their nature would extend beyond the termination, or expiration of this Contract, shall survive such termination or expiration.

可分割性。本合同的条款可独立于其他条款而强制执行，如果本合同的条款是或变得非法、无效、无效或被任 何有管辖权的法院视为不可执行，则不应影响其合法性、有效性或可执行性 本合同的任何其他条款。

如果这些条款中的任何一条被认定为非法、无效、无效或不可执行，但如果删除该条款的某些部分仍是合法、有效或可执行的，则相关条款将适用，并进行必要的修改以使其成为可能 合法、有效或可执行。 双方的权利和义务就其性质而言会在本协议终止或期满后延续，在终止或期满后继续有效。

* 1. **Variations.** This Contract may be varied from time to time providing that both parties agree to the variations in writing.

变化。本合同可不时变更，前提是双方书面同意变更。

* 1. **Waiver.** Failure or delay by either party to enforce any provision of this Contract shall not be deemed a waiver of future enforcement of that or any other provision, unless agreed in writing by the relevant party.

弃权。任何一方未能或延迟执行本合同的任何条款不应被视为放弃未来执行该条款或任何其他条款，除非相关方书面同意。

* 1. **Third party rights.** A person who is not a party to the Contract has no right under the applicable law to enforce or to enjoy the benefit of any term of the Contract.

第三方权利。根据适用法律，非合同一方的人无权执行或享受合同任何条款的利益。

* 1. **Independent Contractors**. Under the Contract, both parties are independent contractors which maintain complete control over their own personnel and operations. Neither party will become a partner, agent, fiduciary or legal representative of the other.

独立承包商。根据合同，双方均为独立承包商，对各自的人员和运营保持完全控制。任何一方都不会成为另一方的合伙人、代理人、受托人或法定代表人。

* 1. **Entire Contract.** Where this Contract applies, it constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces any prior condition, warranty, representation, statement, agreement, undertaking, indemnity (whether negligently or innocently) imposed, given or made by a party, whether written, oral or implied and may only be amended in writing and signed by both parties.

整个合同。在本合同适用的情况下，它构成双方就本合同标的达成的完整协议，并取代并取代任何先前强加、给予或作出的任何先决条件、保证、陈述、声明、协议、承诺、赔偿（无论是疏忽还是无意）由一方以书面、口头或默示方式作出，并且只能以书面形式修改并由双方签字。

* 1. Conflict. In the event of any conflict between the terms in the Terms and Conditions (including the annex) and the Customer Order Confirmation, the terms in the Customer Order Confirmation shall prevail.
  2. **Governing Law and Jurisdiction.** The Contract shall be governed by the laws of Hong Kong and each party submits to the non-exclusive jurisdiction of the courts of Hong Kong.

管辖法律和管辖权。本合同受香港法律管辖，各方均服从香港法院的非专属管辖权。

This Contract has been executed in the English and chinese Language, which language will be controlling in all respects. No translation of this Contract into any other language will be of any force or effect in the interpretation of this Contract or in the determination of the intent of the Parties.

本协议以英文和中文签署，无论从哪方面来说，本协议均应适用英语和中文。本协议如翻译成其他任何语言版本，均不得具有任何效力，不会对本协议的解释具有任何影响，也不得用于确认双方意图。

|  |  |  |
| --- | --- | --- |
| Prepared by  **Frogbt (Hong Kong) Co., Limited** |  | Accepted by: |
| (Authorized Signature & Company Chop) Name:  Title:  Date: |  | (Authorized Signature & Company Chop) Name:  Title:  Date: |