

Terms of Service

Upon signing up for and/or using the Services of Run IT Solutions Limited, all subscribers agree to comply with Run IT Solutions Limited's Terms of Service (the "TOS"), the Acceptable Use Policy (the "AUP"), the Service Level Agreement (the "SLA") of the Services, and all supplementary terms (hereinafter collectively referred to as the "Agreement") posted from time to time on Run IT Solutions Limited's website (https://runitcloud.com/terms_of_service/). Unless otherwise stated, defined terms used herein shall have the same meanings throughout the Agreement.

1. Definitions

In these TOS, the following words have the following meanings unless the context otherwise requires:

Acceptable Use Policy : means policy statements and/or set of rules applied by Run IT Solutions Limited that describe the ways in which the network site or system may be used and as to what behavior is acceptable from Users of the local network/Internet connected via the local network.

Account means the customer data record of the Subscriber in our system. Each subscriber's account will be assigned an Account ID.

Account ID / Client ID means a numeric identifier for a subscriber's account.

Accounts Receivable Documents (AR documents) means documents that record all financial activities of the subscriber account.

Agreement means collectively the TOS, the AUP, the SLA of the Services and all supplementary terms posted on Run IT Solutions Limited's website: (https://runitcloud.com/terms_of_service/)

Run IT Cloud means Run IT Solutions Limited.

Charges means the charges payable by the Subscriber pursuant to the terms of the Agreement, including, but not limited to, all installation charges, monthly service fees, deposits, and other charges for which the Subscriber is liable.

Run IT Solutions Limited

16/F, 700 Nathan Road, Kowloon, Hong Kong

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Email: Sales@runitcloud.com URL: <https://www.runitsolutions.hk> Hosting: <https://www.runitcloud.com>

Commencement Date means the date on which the Services first become available for use by the Subscriber.

Customer Control Panel (CCP) means the platform for a customer to manage their service and customer account billing. Customer Control Panel User (CCP user) means the access credentials to the CCP which includes a login and a password.

Equipment means any telecommunications and related equipment, including but not limited to, any server, router, or switch, whether owned by or leased to Run IT Solutions Limited, provided by Run IT Solutions Limited to the Subscriber in connection with the provision of the Services.

Intellectual Property Rights means patents, trademarks, design rights, applications for any of the foregoing, copyright topography rights, database rights, rights in know-how, trade or business names and other similar rights or obligations, in each case whether registrable or not in any country.

Service Level Agreement (SLA) means any agreement or statement specified by Run IT Solutions Limited as such, describing the level of service offered by Run IT Solutions Limited, recording the understanding about services, priorities, responsibilities, guarantees, and warranties, specifying the levels of availability, serviceability, performance, operation, or other attributes of the Services, and includes Run IT Solutions Limited's standard Service Level Agreement, Service Level Agreement for BizShare Hosting, Service Level Agreement for Cloud Servers, Service Level Agreement for Virtual Dedicated Server, Service Level Agreement for Dedicated Server Hosting, and Service Level Agreement for Hosted Exchange Service.

Services means the provision of access to the internet and any ancillary internet-based technologies and consulting and other services via the System, whether paid or unpaid, provided, maintained, or modified by Run IT Solutions Limited to the Subscriber from time to time pursuant to the Agreement or as set out in the contents of Run IT Solutions Limited's quotation to the relevant Subscriber.

Subscriber means any legal entity (natural person, company, or organization) which is identified on the application form or invoice whose application for the Services has been accepted by Run IT Solutions Limited.

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System means Run IT Solutions Limited connected system of servers from time to time provided, modified, upgraded, or substituted by Run IT Solutions Limited used to host Web sites

and emails or software in order to provide Services to Subscriber.

Users mean all Subscribers and other users of the Services including those who access the same without accounts with Run IT Solutions Limited.

2. Scope of Agreement

Run IT Solutions Limited will provide to the Subscriber, and the Subscriber will take and pay Run IT Solutions Limited for the provision of the Services for the term hereof subject to and in accordance with the terms and conditions hereof.

3. Commencement and Term

- A. These TOS shall be for an initial term (the “Initial Term”) as either requested by the Subscriber as indicated on the relevant service application form(s) to be approved by Run IT Solutions Limited, or as otherwise agreed whether orally, by email, or in writing between Run IT Solutions Limited and the Subscriber.
- B. Subject to Clause 10.1, upon the expiry of the Initial Term or any subsequently extended term, these TOS shall automatically be extended subject to the sole and absolute discretion of Run IT Solutions Limited for another term of an equal length as that of the expiring term. For the avoidance of doubt, a term shall be automatically extended subject to the sole and absolute discretion of Run IT Solutions Limited upon its expiry pursuant to this Clause, if the Subscriber has not terminated the Agreement by giving not less than 30 days written notice to Run IT Solutions Limited prior to the expiry of that term.
- C. For the avoidance of doubt, if these TOS are terminated by the Subscriber during the continuation of a term before its expiry for any reason other than pursuant to Clause 10.2, the Subscriber shall be liable to pay Run IT Solutions Limited the full amount of all Charges for the whole of that term.
- D. For the avoidance of doubt, if the Initial Term or any subsequently extended term is automatically extended for another term of an equal length as that of the expiring term pursuant to Clause 3.2 hereof, despite the Subscriber may have attempted to

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terminate the Agreement but by giving less than 30 days written notice to Run IT Solutions Limited prior to the expiry of that term, and these TOS are terminated by the Subscriber during such another term before its expiry for any reason other than pursuant to Clause 10.2, the Subscriber shall be liable to pay Run IT Solutions Limited the full amount of all Charges for the whole of that another term or such portion of the Charges for the whole of that another term as shall be sufficient to compensate the loss and damages suffered by Run IT Solutions Limited as a result of such termination as shall be determined by Run IT Solutions Limited.

4) Payment

- A. In consideration for the provision of the Services, the Subscriber will pay to Run IT Solutions Limited the Charges notified by Run IT Solutions Limited to the Subscriber from time to time. The Subscriber will be solely responsible to pay any taxes and other charges arising in relation to its use of the Services.
- B. Run IT Solutions Limited will issue invoices for the Charges to the Subscriber by post, electronic mail and/or facsimile transmission. All Charges are due and payable on presentation of the invoice therefor.
- C. Run IT Solutions Limited may charge a late payment interest charge calculated at the rate of 1.5% per month pro rata on daily basis on any Charges not paid within 30 days after the date of the invoice therefore.
- D. The Subscriber shall provide and deliver to Run IT Solutions Limited proof of any payment made by the Subscriber to Run IT Solutions Limited under the Agreement to the reasonable satisfaction of Run IT Solutions Limited. Unless and until the Subscriber shall have complied with this sub-clause in respect of the relevant payment, Run IT Solutions Limited shall be entitled to treat such payment as yet due and outstanding.
- E. Run IT Solutions Limited shall be entitled to reimbursement and payment of all fees and expenses (including legal fees and disbursements) on a full indemnity basis Run IT Solutions Limited shall incur in the exercise of its rights hereunder including enforcement of payment of the Charges against the Subscriber, and without prejudice to the foregoing, shall be entitled to charge the Subscriber a late payment administration charge calculated at the rate of 35% or such other rate as Run IT Solutions Limited shall advise on the total amount of any Charges not paid within 30

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days after the date of the invoice therefor in the event that Run IT Solutions Limited shall make use of the services of debt collection agencies for the collection of such Charges in which event the late payment administration charge shall become part of the debt payable by the Subscriber to Run IT Solutions Limited and shall likewise be recoverable by Run IT Solutions Limited from the Subscriber as if it is part and parcel of the Charges for the Services rendered by Run IT Solutions Limited.

5. Obligations of Run IT Solutions Limited

- A. Run IT Solutions Limited will during the terms of these TOS provide the Services to the Subscriber in accordance with the terms and conditions of the Agreement. Run IT Solutions Limited will use reasonable endeavors to install and provide the Services within the timescales agreed (if any). However, such time scales are estimates only and Run IT Solutions Limited will in no event be liable for any costs, charges, losses or expenses of any kind arising out of delays in meeting installation, delivery or performance dates.

- B. Run IT Solutions Limited will comply with the terms of its Personal Information Collection Statement (“PICS”) and the provisions of the Personal Data (Privacy) Ordinance in dealing with the personal data of any of the Subscriber employees which it collects. The personal data of Subscriber will not be transmitted and disclosed to any third party (save for the purpose specified in this Agreement or any directly related purpose) unless the Subscriber has given his/her prior consent. Run IT Solutions Limited reserves the right to disclose the Subscriber’s personally identifiable information as required by law and when Run IT Solutions Limited believes that disclosure is necessary to protect Run IT Solutions Limited’s rights and/or comply with a judicial proceeding, court order, or legal process. The Subscriber is entitled to make a data access or correction request concerning his/her own personal data (subject to prior confirmation of identity) kept with Run IT Solutions Limited. Alternatively, the Subscriber may request that such personal data at any time be edited or amended.

6) Obligations of the Subscriber

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- A. The Subscriber shall provide Run IT Solutions Limited for examination and verification proof of identity and constitution (whichever is applicable) and particulars of registered office or residential address (whichever is applicable) of the Subscriber as Run IT Solutions Limited shall request including but not limited to (whenever applicable) invoice(s) for utilities, identification card(s), and driver's license(s), valid and current business registration certificate, latest annual return, certificate of incorporation, certificate of good standing (issued within one month), certificate of incumbency (issued within one month), memorandum and articles of association, and any other documents of identity and/or constitution of the Subscriber, and (where the Subscriber is not a natural person) of its authorized contact person for purpose of administration in respect of the Services, as Run IT Solutions Limited shall reasonably request, and shall deliver to Run IT Solutions Limited true and complete copies thereof upon request.
- B. The Subscriber will allow Run IT Solutions Limited's personnel full and complete access to the premises of the Subscriber for the purposes of installing and providing the Services or any of them. The Subscriber shall at its own cost prepare the installation site and make all other necessary preparations in accordance with Run IT Solutions Limited's specifications.
- C. The Subscriber will provide Run IT Solutions Limited with all necessary co-operation, information, equipment, data and support which Run IT Solutions Limited may reasonably require for the provision of the Services at such times as Run IT Solutions Limited requests.
- D. The Subscriber warrants and undertakes that it will not make use of the Services in any manner which may infringe any Intellectual Property Rights or any applicable laws or regulations or which is otherwise in the sole and absolute opinion of Run IT Solutions Limited immoral, improper, inappropriate, or objectionable, or to copy, reproduce, distribute, publish, transmit, or otherwise deal with any unsolicited advertising or promotional material or any material which is obscene, indecent, seditious, offensive, defamatory, discriminatory, immoral, improper, inappropriate, or objectionable, or the publication or distribution of which is in breach of the confidence of Run IT Solutions Limited or any third party, or as a forum for viewing, posting up of messages or information, and discussion by the public or any section thereof (whether membership or registration is required or not and whether anonymous or otherwise) or forum of a similar nature, or allow the Services to be hacked or the computer hardware and software in connection with the Services to

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be modified or broke-in for any purpose outside of its original intended use or be reckless or ignorant as regards thereto.

- E. The Subscriber's right to use the Services is personal to the Subscriber. The Subscriber shall not license or permit or purport to license or permit any third party to use the Services, whether or not for financial or other consideration. If the Subscriber designates more than one permitted user of the Services within its organization, the Subscriber shall bring the provisions of the Agreement to the attention of each permitted user and shall procure that each permitted user complies with the provisions of the Agreement. The Subscriber will be responsible for use of the Services by its permitted users and the indemnity given in Clause 13.1 shall extend to all such use of the Services.

7. Suspension of Services

Run IT Solutions Limited may at its sole and absolute discretion, without terminating the Agreement and without liability, refuse to provide at all or immediately suspend part or all of the Services until further notice if:

The Subscriber fails to comply with or observe any provision of this Agreement;

Run IT Solutions Limited would be permitted to terminate the Agreement under specific clauses;

Run IT Solutions Limited is obliged to comply with an order, instruction or request of government, regulatory body or other competent authority;

Run IT Solutions Limited considers it necessary or desirable to maintain or upgrade or modify the System for whatever reason. Run IT Solutions Limited will give the Subscriber the maximum period of notice practicable in the circumstances if it needs to suspend such Services for this reason;

Run IT Solutions Limited needs to repair a fault in the System as a result of any unplanned outage, downtime or other reasons beyond Run IT Solutions Limited's control. The Subscriber acknowledges that Run IT Solutions Limited may not be able to give the Subscriber any notice regarding suspension of the Services

8. Intellectual Property

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The Subscriber warrants that it holds all necessary or desirable rights, licenses, and other permissions in respect of the contents which it uploads to the Internet. The Subscriber expressly grants to Run IT Solutions Limited a non-exclusive, royalty-free license, for the duration of the Agreement, to cache the entirety of the contents of or supplied by the Subscriber and contents on the Subscriber's Web site, including contents supplied by third parties, hosted by Run IT Solutions Limited under the Agreement and agrees that such caching is not an infringement of any of the Subscriber's intellectual property rights or any third party's intellectual property rights.

9. Payment Non-Refundable

Any payment or any part or parts thereof already made for a term or part or parts thereof will not be refundable (unless otherwise agreed by Run IT Solutions Limited) in the event of refusal of provision or suspension under Clause 7 hereof or termination under specific clauses hereof or otherwise, and the Subscriber shall be deemed to have waived all rights to such payment already made or any part or parts thereof paid for the term or the unexpired portion of the term (where applicable).

10. Non-Extension or Termination or Nullity

- A. A term shall not be automatically extended (which is subject to the sole and absolute discretion of Run IT Solutions Limited) upon its expiry pursuant to Clause 3.2 hereof, if the Subscriber terminates the Agreement by giving not less than 30 days written notice to Run IT Solutions Limited prior to the expiry of that term.
- B. Run IT Solutions Limited may terminate the Agreement at any time by giving not less than 7 days written notice to the Subscriber.
- C. Run IT Solutions Limited may at any time terminate the Agreement forthwith on or without notice to the Subscriber if the Subscriber is in breach of specific obligations under the Agreement.
- D. Either party may terminate the Agreement immediately by serving written notice on the other if:

The other party commits a breach of any material obligation under the Agreement and, in the case of a remediable breach (except failure to pay any Charges), fails to remedy the breach after receiving 14 days written notice to do so;

The other party becomes insolvent.

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11. Consequences of Termination

- A. Termination of the Agreement will not relieve either party of any liability for breach of the Agreement or as may otherwise be established.
- B. The provisions of Clauses 3.2, 11, 13, and 14 of these TOS will continue in force despite the termination of the Agreement.
- C. Within not more than 30 days after termination of the Agreement for any reason, the Subscriber will give Run IT Solutions Limited full and free access to its premises to repossess any Equipment and software provided by Run IT Solutions Limited. The Subscriber will return Equipment to Run IT Solutions Limited in the same condition in which it was provided to the Subscriber (fair wear and tear excepted).

12. Limitation of Liability

- A. Nothing in the Agreement will exclude or restrict either party's liability for death or personal injury resulting from its negligence or that of its employees while acting in the course of their employment.
- B. Subject to Clause 12.1, Run IT Solutions Limited's liability in contract, tort, or otherwise (including negligence) in connection with the Services, any software provided hereunder or any order, whether caused by failure to deliver, non-performance, defects, breach of warranty, or otherwise, in respect of any one or more incidents, will not exceed the total Charges received by Run IT Solutions Limited from the Subscriber in the month in which the incident occurs.
- C. Run IT Solutions Limited will not be liable to the Subscriber for any indirect or consequential loss, whether arising from negligence, breach of contract, or otherwise, including without limitation for any loss of revenue, profits, business, contracts, or data, or for any anticipated savings, business interruption, or downtime.

13. Indemnities

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- A. The Subscriber agrees to indemnify and hold harmless Run IT Solutions Limited for all actions, claims, costs, losses, damages, and expenses arising out of the Subscriber's use of the Services.
- B. The Subscriber agrees to indemnify and hold harmless Run IT Solutions Limited for all claims, proceedings, and costs (including legal costs) brought by any third party in relation to the Subscriber's use of the Services.

14. Warranties

No warranties are given by Run IT Solutions Limited in relation to the Services or the use thereof by the Subscriber, and Run IT Solutions Limited gives no guarantee of end-to-end bandwidth capacity or availability on the Internet. To the extent permitted by law, Run IT Solutions Limited excludes all implied warranties including, without limitation, as to quality and fitness for the purpose of the Services.

15. Assignment

The Subscriber will not assign its rights under the Agreement, in whole or in part, without the prior written consent of Run IT Solutions Limited. Run IT Solutions Limited may assign its rights under the Agreement at any time.

16. Notices

- A. Any notice, invoice, or other document which may be given by either party under the Agreement will be deemed to have been duly given if left at or sent by prepaid post, facsimile transmission, or electronic mail to the other party's registered office or any other address (including an electronic mail address) notified in writing in accordance with this Clause as an address to which notices, invoices, and other documents may be sent.
- B. Any such communication will be deemed to have been received by the other party on the day of delivery (if left), three (3) days after the date of posting (if sent by prepaid post), one (1) day after the date of transmission (if sent by facsimile) and on the date on which the message is received in the recipient's electronic mailbox (if sent by electronic mail).

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17. Waiver

Failure or delay by Run IT Solutions Limited to enforce any of its rights under the Agreement or the giving of additional time for performance or other indulgence is not a waiver of such right unless Run IT Solutions Limited acknowledges the waiver in writing, nor will any single or partial exercise of any right or remedy preclude any further exercise of the same or the exercise of any other right. No waiver of any particular breach of the provisions of the Agreement will operate as a waiver of any repetition of such breach.

18. Severability

If any provision of the Agreement which is not of a fundamental nature is found to be unenforceable or illegal, it shall be severed from the Agreement and will not affect the enforceability of the remainder of the Agreement. In this event the parties will use reasonable endeavors to agree any lawful and reasonable changes to the Agreement which may be necessary to effect as closely as possible the commercial intent of the Agreement.

19. Amendments

Run IT Solutions Limited may update, amend, modify, or supplement the terms and conditions of this Agreement from time to time without notice which shall become binding to the Subscribers and Users upon their accepting or using or continuing to use the Services. The most current version of the Agreement can be found at the Run IT Solutions Limited Website : <https://www.runitsolutions.hk>

20. Entire Agreement

The Agreement represents the entire understanding between the parties in relation to its subject matter and supersedes all prior agreements between the parties whether oral or written.

21. Governing Law and Jurisdiction

The Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region (Hong Kong). The parties submit any difference

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or disputes arising in connection with the Agreement to the non-exclusive jurisdiction of the courts of Hong Kong.

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