



Terms and Conditions of GoEasy International Call Forwarding Services.

It is hereby agreed by and between the Customer and Birdie Mobile Limited (hereinafter referred to as the "the Company") as follows:

1. Agreement for the Service

- 1.1 The Company shall provide International Call Forwarding Services (the "Services") to the Customer subject to the terms and conditions set out herein.

2. Payment

- 2.1 The Customer shall pay in advance the monthly Service Charges as specified by the Company.
- 2.2 The Customer shall punctually pay in advance the monthly Service Charges and the other charges at the time and in the manner specified by the Company upon presentation of bills by the Company or its authorised agent.
- 2.3 All advance payments made by the Customer are non-refundable under whatever circumstances and cannot be used to settle other payments.
- 2.4 Payments despatch by post shall be at the risk of the Customer and a payment shall not be deemed to have been paid until such payment is received by the Company.
- 2.5 Time of payment is of essence.
- 2.6 The Company reserves the right to withhold providing the Services until full payment of the monthly Service Charges and other charges are received.
- 2.7 The Company reserves the right to increase the Service Charges or the other charges for the Services at any time and the Customer shall pay on demand such increase in the Service Charges or the other charges for the Services.
- 2.8 In the event of any dispute between the Company and the Customer relating to any charges billed by the Company, the books and records of the Company shall be conclusive evidence of all such charges incurred by the Customer.

3. Termination

- 3.1 Either party shall have the right to terminate this Agreement by giving to the other not less than 30 days notice in writing to that effect.
- 3.2 The Company shall have the right to terminate this Agreement forthwith at any time in any of the following events:
- (i) if the Service Charges or any other charges for the Services payable by the Customer under this Agreement remain unpaid after becoming due;
 - (ii) if the Customer commits a breach of any of the terms and conditions contained herein;
 - (iii) if the Customer is subject to the law as to insolvency and / or bankruptcy or makes any arrangement or composition with his / its creditors or has a Receiver appointed or enters into liquidation;
 - (iv) if the Services is used for carrying out illegal or immoral activities;
 - (v) if the Customer, his / its servants or agents uses abusive or indecent language to the staff of the Company through the Services;
 - (vi) if in the opinion of the Company, the activities of the Customer, his / its servants or agents, are causing or will cause interruption to the Services.
- 3.3 Termination hereunder shall be without prejudice to any rights and / or claims that the Company may have against the Customer prior to the date of termination and shall not relieve the Customer from fulfilling his obligations including payment of all outstanding charges prior to the date of termination. Any amount accrued and unpaid shall be due and payable forthwith upon termination.

4. Limitation of Liability

- 4.1 The Company shall not be subject to any liability or responsibility for any cost, claim, damage or loss to the Customer or to any third party resulting from any reason or cause whatsoever under this Agreement including but not limited to non-transmission or non-receipt of any message or data through the Services or delay failure or mistake in the transmission of any message through the Services whether such failure, delay or mistake shall arise from accident, omission, default, negligence or any other act of the Company, its employees or agents.
- 4.2 The Company shall under no circumstances be liable for any loss (whether direct or indirect) of revenue, loss of profits or any consequential loss whatsoever as a result of the Services provided or for whatsoever reason under this Agreement.

5. Assignment

- 5.1 No rights or liabilities under this Agreement may be assigned, transferred, conveyed or otherwise disposed by the Customer to any party without the prior written consent of the Company.

6. Governing Law

- 6.1 This Agreement shall be construed in accordance with the laws of Hong Kong Special Administrative Region and the parties shall submit to the exclusive jurisdiction of the courts of Hong Kong Special Administrative Region in the event of dispute.

7. Force Majeure

- 7.1 The Company shall not be under liability for any loss or damage resulting from delay or failure to perform this Agreement either in whole or in part where such delay or failure shall be due to causes beyond its reasonable control, or which is not occasioned by its fault or negligence, including, but not limited to, war, the threat of imminent war, riots or other acts of civil disobedience, insurrection, acts of God, restraints imposed by government or any other supranational legal authority or any other industrial or trade disputes, fires, explosion, storms, floods, lightning, earthquakes and other natural calamities.

8. Notices

- 8.1 Any notice required to be given may be given either personally to the other party or by post, facsimile to the address specified in this Agreement or any address as notified by the other party. Any such notice shall be deemed to have been received and given at the time when in the ordinary course of transmission it should have been delivered at the address to which it was sent.

9. Entire Agreement

- 9.1 This Agreement embodies the entire understanding between the parties and there are no promises, terms, conditions, or obligations, oral or written expressed or implied other than those contained herein. No amendment or variation of any provisions herein shall be effective unless it is written and signed by the parties hereto.

10. Variation

10.1 The Company reserves the right at any time to vary, modify, delete, any or all of the terms and conditions contained herein or add new terms to this Agreement by giving advance written notice to the Customer to that effect.

11. Non-Waiver

11.1 No failure or delay on the part of the parties hereto to exercise any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise by either of the party of any right, power or remedy. The rights, powers and remedies provided herein are cumulative and are not exclusive of any rights, powers or remedies by law.

12. Severability

12.1 If any provisions of this Agreement shall be construed to be illegal or invalid, they shall not affect the legality, validity and enforceability of the other provisions of this Agreement. The illegal or provision shall be deleted from this Agreement and no longer incorporated herein but all other provisions of this Agreement shall continue.

For enquires about GoEasy, visit our website goeasy.com.hk or contact our 24-hour hotline 3189 2300.