

# TERMS AND CONDITIONS

Please read this agreement carefully. The following terms and conditions apply to the use of our websites, use of our web or mobile applications and use of our products and services. By accessing our website, using our service, procuring our products and using our web or mobile applications, you are agreeing to these terms and conditions (the "Agreement"). Furthermore, you agree that all information you provide us is accurate, correct and up to date and that you will notify us of any changes immediately should there be changes to the information that you provided us. You consent to our use of your information in accordance with our Privacy Policy. You also warrant that you are legally entitled to procure services from us on your own behalf or on behalf of the beneficiary of the services.

Your billing cycle will begin (on the day after) we've picked up your boxes/items or two weeks after the drop-off date, whichever date is earlier.

Change address fee will be incurred if you moved to an area where Four S Box is operational, there is a relocation fee to change your current registered address to the new address. Once your address is updated, all your items will be delivered to your new address going forward. Change address fee will be calculated according to the shortest driving distance provided by Google Map based on full address.

## 1. **Parties to the Agreement**

This Agreement is made between Four S Box Limited, a company registered in Hong Kong ("Four S Box", "we", "us" or "our") and you, the customer ("customer", "you" or "your") who wishes to use our Services.

## 2. **Definitions**

In these Terms of Service, the following words have the following meaning: "Services" means all or any of the services and products we may offer at any time.

"Delivery" or "Deliveries" means any empty Box drop-offs, packed Box or Item pickups, follow-up pickups, delivery of packed Box or Item and empty Box collection trips.

"Boxes" means the storage boxes supplied by Four S Box in which the Goods are packed.

"Goods" or "Items" means the items entrusted to be stored by us including those which are packed into Boxes and those which are not.

"Website" means our website at [foursbox.com](http://foursbox.com) or any other website under which we provide and advertise our Services or subsequent URL which may replace it.

## 3. **Registration and Accounts**

- 3.1. In order to use our Services, you must register and create an account with us. You will be required to provide your personal information including but not limited to full name, email address, phone number and address as part of the registration process. You are responsible, in accordance with the terms of our

Privacy Policy, to ensure that the personal information you provide is complete, accurate and up to date.

- 3.2. Upon registration, you will choose a username and password (login information). You are responsible to keep your login information confidential and to take all reasonable steps to ensure nobody other than yourself can access your account and the Services. You agree that any person in possession of your login information is authorized to act as your representative for using our Services and Website. You are responsible for all the activities that occur under your account.
- 3.3. You shall promptly notify Four S Box if you become aware or suspect that your login information has become known to someone else.
- 3.4. You must not sub-license or re-sell any of the Services to a third party nor represent us in any way for any reason whatsoever without our prior written consent.

#### 4. **Storage of Goods**

1. You warrant that throughout the term of this Agreement all Goods that are entrusted to us are and shall remain your property or that you have the expressed permission and authority of the owner of the Goods and that you act as a duly authorized agent of any such person to use our Services in accordance with this Agreement. You agree to indemnify us against any loss or damage suffered by us for breach of this warranty including against any loss, damage, expenses or legal fees incurred by us arising from any action taken by any person who owns or has an interest in the Goods.
2. You are deemed to have knowledge of all the Goods entrusted to us.
3. We do not have and will not be deemed to have knowledge of the Goods, or of the nature, condition or state of repair of any Goods.
4. All Four S Box plastic boxes ("Standard Boxes") remain the property of Four S Box.
5. Four S Box does not warrant or represent that the storage facility used by Four S Box is a suitable place or means of storage for any particular goods.
6. Goods stored under By-the-Item Plan must not exceed 23KG per standard box or 25KG per big box or per Item (the weight limit of Document Box is 15kg).
7. You acknowledge and agree that Four S Box will not be responsible for disconnecting or reconnecting appliances, fixtures or equipment.
8. Goods stored must not include prohibited, illegal, stolen, perishable and flammable items.

List of flammable items include but not limited to:

<b>Flammable items</b>
Adhesives

Antifreeze
Beverages containing 70% or More Alcohol by Volume, Etc.
Body washes containing alcohol
Brake, transmission and windshield washer fluids
Camping gas, glazing torches and other harmful gases
Carpet cleaners
Certain cleaners containing pine oil
Cooking oil
Dry-cleaning spotters and solvents for home use
Engine additives
Flammable gases (e.g. butane gas)
Flammable liquids (e.g. gasoline, lighter fluid and diesel)
Flammable solids(e.g. non-safety matches, disposable BBQ and coal)
Flour
Hair mousse
Hair sprays and other hair products containing alcohol
Hand sanitizers containing ethyl alcohol
Lighter fluid
Lighters
Liquid correction fluids
Matches, charcoal, phosphorus and articles which are easily ignited
Oil-based paint
Paint thinners and primers
Paints, thinner and liquid adhesives
Perfume
Powder (Powdered milk)
Some pesticides
Spray (Hair spray, Sunscreen spray)
Spray lubricants
Varnish

Other prohibited Goods include but are not limited to

- i. chemicals, drugs, hazardous or toxic materials of any kind;
  - ii. food or perishable goods of any kind;
  - iii. flammables, firearms, weapons or explosives of any kind;
  - iv. items which emit any kind of odor or fumes;
  - v. plants or creatures (whether living or dead);
  - vi. liquids or compressed gases;
  - vii. illegal drugs, counterfeit goods, stolen property or illegal items of any kind;
  - viii. personal property that would result in the violation of any law or regulation of any governmental authority;
  - ix. any items that, in our determination, danger the safety and health of people of in our facility and the environment.
9. Please note that Four S Box will not inspect or verify the Goods and their compliance with the terms of this Agreement.
  10. Should it become apparent that any of the prohibited items listed in Clause 4.8 are contained within any of your Storage boxes, such items will be removed and disposed of, and the rest of the Goods within that Storage Box will be searched for further prohibited items, which if found, will also be removed and disposed. All costs and expenses arising out of and in connection with such removal and disposal shall be borne by you.
  11. In addition, we strongly advise that you should not place into our Boxes any official personal documents (such as passports, drivers licenses, ID cards, etc.) or anything that contains personally identifiable information, such as date of birth or bank account number. This is not an exhaustive list of personally identifiable information. Essentially, do not put anything into the Boxes that contain information that can be used to steal someone's identity or a document that you may urgently need at a moment's notice. By executing this Agreement, you understand and agree that if you proceeded to store official documents or items containing personally identifiable information, you waive all rights and claims against Four S Box arising in any way from storing these items.
  12. Regardless of how well you pack your Boxes or Items, they will be moved around during transportation and may be jostled at times. While Four S Box will take reasonable precaution to ensure your Boxes or Items are handled with care, there is a risk that they may be accidentally scratched, dented, chipped, marred or damaged. As such, you should carefully wrap all of your items prior to storage, especially fragile items, such as glassware, crockery, mirrors, picture frames, musical instruments, collectables or any items that are easily damaged. By executing this Agreement, you understand and agree

- that you waive all rights and claims against Four S Box should your items be damaged.
13. We will use commercially reasonable efforts to maintain the temperature and humidity of the facility in which your Boxes or Items are stored, from between 15 to 25 degrees Celsius and between 40 to 60 percent humidity. We will take all commercially reasonable steps to protect your items from the growth of mold. However, we cannot guarantee that mold may not develop on your property. By executing this Agreement, you understand and agree that Four S Box is not liable for the natural growth of mold or mildew on your property.
  14. We or anyone acting on our behalf may at any time without notifying you open your Storage Boxes or Items to inspect your Goods:
    - 14.1. if we reasonably believe or suspect that they may contain any Goods described in Clause 4.8;
    - 14.2. if we are required to do so by the police, fire services, authority or court order; or
    - 14.3. if we believe that people or property is at risk of injury or damage or where we consider it necessary in an emergency; or
    - 14.4. any other circumstances at the discretion of Four S Box management.
  15. Any costs or losses incurred by us associated with any of the processes described in Clause 4.14 shall be borne by you.
  16. Four S Box may refuse to store any Goods or may return to you any Goods, at your cost, at any time, if we reasonably believe that the storage or continued storage of such Goods would represent a risk to the safety of any person, the security of the storage facilities, or any other Goods stored at the storage facilities.
  17. For safety reasons, access to our storage facilities or those of any of our sub-contractors or agents shall be strictly prohibited.

## 5. Deliveries and Collections

1. You are required to ensure that Four S Box or its carrier have reasonable access and parking facilities to your premises in order for us to carry out the Deliveries to you. You are responsible to ensure that Goods are available for collection on an easily accessible ground floor or within easy access by an elevator. Where Deliveries require our staff to carry items up or down stairs, there will be separate charges for such services as depicted under "Shipping and handling charges" and it is your responsibility to ask about these charges in advance.
2. You shall ensure that the Goods have been securely packed into Boxes or are otherwise suitably prepared for transport so as not to cause damage or injury or the likelihood of damage or injury to Four S Box's property, employees, agents, contractors or other Goods, whether by spreading of damp, infestation, leakage, escape of fumes or substances or otherwise. In particular, where the Goods are fragile, you must ensure that they are thoroughly bubble wrapped in multiple layers and carefully packed;

3. You shall inform Four S Box within 24 hours of any loss or damage to the Goods or your property that occurred during Delivery. If the condition is not met, we reserve the right to refute your claim.
4. When requesting a Delivery you are required to make an appointment and it is your responsibility to ensure that you or someone you have authorized is present at the address you have provided to receive or collect the Boxes and/or Goods at the scheduled time-slot. You should notify Four S Box of any changes regarding your orders by 4PM the day before Delivery for By-the-Item Plan.
  - 4.1. Any rescheduling and cancellation of appointment made after the above cut-off times (refer to Clause 5.4) will be subject to a charge of HK\$200 for By-The-Item plan.
  - 4.2. If someone fails to show up at the Delivery appointment, it will be considered a failed delivery and be subject to a charge of HK\$200 for By-The-Item plan.
5. We shall not be held liable for any cancellations or deliveries, including but not limited to misallocation of our delivery resources, schedule conflicts, any adverse weather conditions, bad weather warnings, traffic conditions, any event within or outside our control, or as a result of force majeure (subject to further terms and stipulations as listed in Article 15).
6. We may refuse to collect any Goods or Boxes that do not comply with the terms stipulated in Clause 4.8 at our discretion. If this results in a failed delivery, you will be liable for a failed delivery charge of HK\$200.
7. For By-the-Item Plan, plastic boxes (Standard Boxes) are provided to you for packing Goods are entrusted to be stored by us only. It is your responsibility to schedule a pick-up appointment of the Boxes within 14 days from the date of initial drop-off appointment you made. When we come to pick up Boxes from you, you must return to us all the Boxes that we previously delivered to you.
  - 7.1. If you hold onto the empty Storage Boxes for more than 14 days, billing will begin as if the Boxes were stored with us in Four S Box's storage facilities starting on the 15th day.
  - 7.2. In the event that any Boxes are missing and we are not at fault, you will be charged a fee of HK\$200 per Box.
  - 7.3. If the waiting time is more than 20 minutes for any Boxes and Items collection trip, we reserve the right to reschedule for another collection trip and charge you a fee of HK\$200 per 20 mins thereafter for the overtime waiting charges.
  - 7.4. If you wish to keep empty Boxes for yourself, you will be charged a fee of HK\$200 per Box.
  - 7.5. If you return unused empty Boxes to us upon scheduled packed Box pickup trip and end up not storing any Items or Boxes with us, you will be charged a cancellation fee of 1<sup>st</sup> month storage fee plus empty box drop-off and collection off (HK\$300).
8. By-the-Item Plan deliveries require 24 hours notice, and is subject to our availability of our time slots.

9. Four S Box dropoffs, pickups and retrievals can only be made to and from a valid residential or office address. We do not accept retail, industrial or any other types of addresses.

## 6. Restrictions

You must not:

1. use the Services in any way that is unlawful or fraudulent, or for any unlawful or fraudulent purpose or effect;
2. sub-license or re-sell or offer in any manner any of the Services to a third party nor represent us in any way for any reason whatsoever without our prior written consent;
3. attempt to interfere with or disrupt the Services or the Website or any server or network used by or connected to the Website or to gain unauthorized access to any such server or network.

## 7. Payments and Charges

- 7.1. You shall pay rent monthly to Four S Box. Monthly rent must be paid in advance the day after we pick up your items, and monthly thereafter. Monthly rent must be paid in full, without any deductions, without prior notice or prompting from us. There are no prorated charges, weekly rates or discounts for taking your things out of storage early. It is your responsibility to make sure that payment is made to us on time and in full throughout the period of storage.
- 7.2. All applicable charges are those specified on the Website at the time of booking or as specified in this Agreement.
- 7.3. All applicable charges are subject to change at our discretion and will take immediate effect.
- 7.4. We may require you to enter your credit card information in order to make use of our Services. Your credit card information may be used to bill all future charges automatically.
- 7.5. We accept payments by bank transfer or credit card.
  - 7.5.1. Charges for first month's storage will be billed on the start of the billing cycle. The start of the billing cycle for By-the-Item Plan shall be the earlier of (on the day after) either the date on which we pick up the packed Boxes and/or Goods from you for storage or 14 days after we first drop off empty Boxes to you.
  - 7.5.2. Charges for subsequent months' storage will be billed monthly in advance at the beginning each billing cycle.
  - 7.5.3. Charges for returning the Goods to you will be billed in full on the date of your scheduled delivery.
  - 7.5.4. Stair fees must be paid on the spot to the delivery team in cash in exact amount. No changes will be given by the delivery team.

- 7.6. If you need to modify your credit card information, please call 3753 1715 or send an email to cs@foursbox.com. The request will be processed within 30 days.
- 7.7. In the event that you do not promptly pay all charges or payments due to us, we are relieved of any duty howsoever arising in respect of the Goods and we shall exercise lien over the Goods until the outstanding charges or payments have been fully settled and received by us. Under such situation, you authorize us to withhold the Goods and refuse access to them by you or any of your agents and you authorize us access to inspect the Goods.
- 7.8. If you fail to arrange payment for any amounts payable to us by the due date and after a grace period of 14 days, we will charge a Late Payment Fee of HK\$100 to be levied every 15th date past due onward, up to 90 days past due.
- 7.9. If you fail to arrange payment for any amounts payable to us within 90 days past due date, we reserve the right to withhold your Goods stored with us for sale or auction without further notice and pass all ownership to the Goods to the buyer. We will also charge a Lien Sale/Auction Fee of HK\$750 if applicable. Proceeds from the sale or auction will be used to settle all outstanding charges and payments including administrative fees, Late Payment Fees and Lien Sale/Auction Fee and any other expenses incurred in exercising our rights under this clause. If, after settling all charges and payments there is any amount leftover, we will make reasonable efforts to return the excess to you without interest. If within 60 days, we are unable to get a response from you and unable to pay you the excess, the amount leftover will be retained by us for our own account.
- 7.10. If the sale of the Goods as stipulated above cannot cover all charges and payments due to us by you, you are obliged to settle any outstanding balance due to us within 7 days. If this is not settled within 7 days we may administer a debt collection agency to recover all amounts due and all costs incurred as a result of this process shall be borne by you.
- 7.11. We may sell the Goods by any means reasonably available to achieve a reasonable market selling price, taking into account the cost of sale. If, for whatever reason the goods cannot be reasonably or economically sold, we are authorized to treat them as abandoned and dispose of or otherwise destroy them. All costs of sale or disposal shall be borne by you.
- 7.12. Disposal fee of HK\$50 per Box is payable when you request us to dispose of your belongings in one or more of Boxes, subject to you signing a full release agreement in favor of Four S Box.

#### **8. Delinquency & Lien charges and penalties**

- Late cancellation of appointment [i]
- By-the-Item Plan: HK\$200



- No show at appointment
  - By-the-Item Plan: HK\$200
- Lost or damaged Plastic Box fee: HK\$200/Box
  - Shipping fee if service not used: HK\$300[iii]
  - Late payment fee: HK\$100[iii]
  - Lien sale/auction fee: HK\$750[iv]
- i. If rescheduling or cancellation of appointment after 4pm on the day before your appointment.
  - ii. Shipping fee for Plastic Boxes sent to you under By-the-Item Plan (if you end up not storing any Boxes with Four S Box)
  - iii. Levied every 15th day past due onward, and up to 90 days past due.
  - iv. After 90 days past due date, we reserve the right to take possession of the content for sale/auction

## 9. Insurance

1. Four S Box purchases insurance coverage directly from a third party insurance company. The insurance coverage of up to a maximum of HK\$1,000 per box or item is included free of charge under each of our by-the-Item box.
2. Our insurance policy only covers actual physical loss of or damage to your Goods caused by:
  - i. Fire, lightning, explosion, earthquake;
  - ii. Aircraft or articles dropped therefrom;
  - iii. Storm, flood, bursting or leaking pipes;
  - iv. Ingress of water or other liquid substance;
  - v. Moth, insect or vermin from an external cause;
  - vi. Theft accompanied by forcible and violent entry to or exit from the building or unit;
  - vii. Riot, strike, civil commotion or malicious damage;
  - viii. Impact by vehicle or railway rolling stock;
  - ix. Impact by vehicle and collision or overturning of the conveying vehicle/trailer
3. The following events or items are not covered under our insurance coverage
  - i. Terrorist attack, war or military action;
  - ii. Loss or damage resulting from unknown or mysterious causes;
  - iii. Ensuing or indirect losses resulting from or as a consequence of claims made for loss or damage;
  - iv. Nuclear reaction, radiation or radioactive, biological or chemical contamination;
  - v. Loss of data records other than the cost of blank data carrying materials;

- vi. Loss from theft without forcible and violent signs of entry into a securely locked space;
  - vii. Breakages, denting, scratching, denting, chipping, marring or any accidental damage to items stored;
  - viii. Any damage to goods while in transit or during loading or unloading;
  - ix. Loss or damage to property directly resulting from Flood, water seeping from outside the premises, action of the sea or waves or tidal wave;
  - x. Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of: (i) any lake, or any river, creek or other natural watercourse, whether or not altered or modified; or (ii) any reservoir, canal, or dam.
  - xi. Money, coins, bullion, deeds, bonds, securities and the like;
  - xii. Jewellery, watches, precious stones and stamps of all kinds exceeding HK\$1,000 in value;
  - xiii. Furs, fine arts, mobile phones, perfumery, tobacco, cigars, cigarettes, beers, wines, spirits and the like, exceeding HK\$1,000 in value;
  - xiv. Electronic items exceeding HK\$1,000 in value. Electronic items are defined as all items of consumer and commercial electrical appliances and instruments including but not limited to radios, televisions, computers, computer software, hard drives, chips, microchips, printed circuit boards and their components, modems, monitors, cameras, facsimile machines, photocopies, hi-fi's, stereos, CD players, digital recorders/players, switchgear, turbines, generators and the like;
  - xv. Perishable items, livestock, plants, explosives and flammables
  - xvi. Fragile items, such as glassware, ceramics, porcelain, crockery or any items that are easily damaged
  - xvii. Mold and mildew;
  - xviii. All items that are not included under Clause 9.2
  - xix. All items that are included under Clause 4.8
4. In the event of actual physical loss or damage as a result of events under Section 9.2, please contact our customer service team at first instance on [cs@foursbox.com](mailto:cs@foursbox.com) or call us at 3753 1715. We will provide you with claim forms to complete and return to us as well as advise you on the steps required by the insurance company to start processing your claim. Four S Box will assist you to process your claim directly with the insurance company on your behalf. The insurance claim will be paid to you once Four S Box receives the coverage from the insurance company. Four S Box will not be liable for any insurance coverage to you should the insurance company decline your claim.
  5. In the event you sustain a loss and your insurance company reimburses or indemnifies you for the loss, in whole or part, you waive any right of subrogation

your insurance company may have against Four S Box and its agents for the loss.

#### 10. **Limitation of Liability**

- 10.1. In no event shall Four S Box be liable or responsible for any damage and/or loss to the Goods which are uncovered by the insurance policies mentioned in the Clause 9 hereof. For the avoidance of doubt, nor shall Four S Box be liable or responsible for any loss and damage to be suffered by you in case of our security fasteners being broken.
- 10.2. Upon any request of Hong Kong Police Force and/or any law enforcement agency established under the laws of Hong Kong, we are required to surrender and/or pass any Goods to them, or to dispose of and/or destroy the same pursuant to a court order, in no event shall Four S Box be liable for any of your loss or damage. In such circumstances, you shall be responsible for and shall bear any costs or losses incurred to us arising out and/or in connection with our disposal of the Goods.
- 10.3. You acknowledge that we are not aware of the value of the Goods stored with us. You are responsible to arrange appropriate insurance for your Goods.
- 10.4. You are deemed to have knowledge of all the Goods entrusted to us. We do not have and will not be deemed to have knowledge of the Goods, or of the nature, condition or state of repair of any Goods.
- 10.5. You acknowledge and agree that use of our Website and any of our Services is entirely at your own risk. We shall not be held liable or responsible in any way for any direct or indirect damages of any sort as a result of using our Website or misinterpreting its content.
- 10.6. You are responsible to inspect any items returned to you from us for any loss or damage. If you believe there has been loss or damage to items, you are required to notify Four S Box within 24 hours of the delivery. We reserve the right to inspect the Boxes, Items, and Goods and take pictures or provide proof of any alleged damage or loss before an insurance claim can be made.
- 10.7. It is your responsibility to ensure that Goods are properly and carefully packed with enough protection as would be reasonably required for storage. We shall not be held liable for any loss, mis-delivery of and damage to any items as a result of insufficient or improper packing or protection; any deterioration of Goods which may happen over time; fragility of items that you have decided to store; any defects of Goods or any forfeiture or seizure of Goods for legal reasons.
- 10.8. In any event, our total liability in respect to every Item, Box and Goods, whether in the case of an insurance claim or not, shall not exceed the lower of (i) the cost of the lost or damaged Goods; (ii) the current replacement cost of the Goods at the date of the claim; or (iii) the maximum HK\$1,000 insurance

cover for the applicable Item, Box and/or Goods. In the event of a claim, we are entitled to proof of the alleged loss or damage and the replacement or initial cost of the lost or damaged Goods.

10.9. In the event of a claim, Four S Box shall be entitled to require proof of the cost price and the current replacement cost of the contents of the Box and/or the stored Goods.

10.10. Notwithstanding the above, no terms within this Agreement will affect or restrict any of your statutory rights.

## 11. Termination

11.1. You may terminate this Agreement at any time by requesting the return of your Goods stored with Four S Box and settling all outstanding charges due to us.

11.2. Four S Box may terminate this Agreement for any reason by giving you not less than 30 days written notice. In these circumstances, we will refund any pre-paid monthly fees and arrange for delivery of your items back to you at our expense.

11.3. We may terminate this Agreement at any time and with immediate effect by providing written notice to you, if:

- i. You fail to pay any amount due by the due date; or
- ii. You are in breach of any terms of this Agreement.

11.4. Upon termination you must ensure that you contact us to arrange the return of your Goods at your cost and such return must be arranged within 15 days from the date of notification. If, for any reason, within 15 days following the termination of this Agreement, you have not arranged the return of your items we may dispose of them in accordance with Article 7.

## 12. Intellectual Property Rights

12.1. We retain ownership of all intellectual property rights of any kind related to our Website and Services, including all applicable copyrights, patents, trademarks and other property rights, save for those which may relate to third parties that we may mention on our Website or work with in providing the Services.

12.2. Limited, non-exclusive, non-licensable and non-transferable use of limited content for personal use is permitted, however must not be used for commercial purposes.

## 13. Privacy

13.1. We only use your personal information in accordance with our Privacy Policy which is available on our Website at any time. Please take the time to read this,

as it includes important terms which apply to you and how your information is handled.

- 13.2. We may use location-based services in order to perform the Services as efficiently and quickly as possible. Information that we collect from you through the use of these location-based services shall be collected and stored in accordance with the terms of our Privacy Policy. You consent to our use of location-based services by accepting the terms in this Agreement.

#### **14. Sub-contracting and Assignment**

- 14.1. Four S Box may at any time sub-contract, assign or transfer any or all of its rights and obligations under this Agreement to any third party or agent without your consent.
- 14.2. The sub-contracting, assignment, transfer or sub-licensing of any of your obligations under this Agreement, whether or not for commercial gain, is expressly prohibited.
- 14.3. This Agreement shall be binding on your personal representatives and successors.

#### **15. Force Majeure and Bad Weather**

- 15.1. We will not be held liable or responsible for any failure to perform or delay in the performance of the Services caused by Force Majeure.
- 15.2. A Force Majeure means any unforeseeable circumstances beyond our reasonable control, including but not limited to war, threat of war, terrorist activity, strikes or other industrial action, riots, fire, storms or any other natural disaster, failure in the telecommunications networks, power cuts, traffic conditions, road closures, accidents or any other unforeseen circumstances.
- 15.3. For the avoidance of doubt, the hoisting or issuing of a Red or Black Rainstorm Warning or a Tropical Storm Warning of Signal No.8 or higher shall also be considered a Force Majeure. In such situations, all Services and Deliveries shall be immediately cancelled. Services and Deliveries shall resume as soon as it is practically and safely possible to do so once such Warnings have been lowered or removed.
- 15.4. In the event of a Force Majeure, we will aim to contact you as soon as possible and will take all reasonable measures to minimize any disruptions to the Services.

#### **16. Indemnity**

- 16.1. You agree to indemnify, defend and hold us, our employees, agents, suppliers and directors harmless on demand, from and against all claims, liability, damages, costs, expenses, losses and legal fees arising out of any breach of the Agreement by you or your agents. This clause also applies to any other

liabilities arising out of your use of our Website or Services or by any other person accessing our Website or Services under your account.

## 17. Notices

17.1. Any notices given by you to us must be in writing by email to cs@foursbox.com.

17.2. A notice shall be deemed to have been served from the time the email was sent by the sender, provided that the sender of the email does not receive an email message stating that the email message has not been received by the intended recipient.

## 18. Disclaimer

18.1. Four S Box provides the Website on an "as is" and "as available" basis with all faults. Four S Box does not warrant that use of the Website will be error-free or uninterrupted or that any defects will be corrected.

18.2. Four S Box will provide the Services with reasonable care and skill and substantially as described in this Agreement. Four S Box does not make any other promises or warranties about the Services.

## 19. Governing Law and Language

19.1. This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the Hong Kong, and you consent to the exclusive jurisdiction of the Hong Kong courts in all disputes arising out of the use of our Website or Services.

19.2. In the event of any inconsistency between the Chinese and the English version, the English version shall prevail.

## 20. Miscellaneous

20.1. This Agreement and any written amendments set forth the entire Agreement of the parties with respect to the subject matter and supersedes and excludes any prior agreement, understanding or arrangement between the parties, oral or written. With the exception of the Storage Rules and our Privacy Policy, as noted herein, there are no representations, warranties, or agreements by or between the parties which are not fully set forth herein and no representative of Four S Box or its agent is authorized to make any representations, warranties, or Agreements other than as expressly set forth herein. Except as otherwise provided herein, all modifications must be in a writing signed by both parties. Storage Rules set forth above are made a part of this Agreement and you shall comply at all times with such rules. Four S Box has the right from time to time to change the rules.

- 20.2. We reserve the right to amend the terms and conditions within this Agreement from time to time and it is your responsibility to review these terms and conditions on each occasion you procure Services from us. The latest version of this Agreement will always be accessible at [foursbox.com](https://foursbox.com). Your continued use of our Services will be deemed to represent your continued acceptance to the latest version of this Agreement. If you do not agree with any changes to this Agreement, you may terminate this Agreement as per Article 11.
- 20.3. In case of any disputes, Four S Box reserves the right to make the final decision.
- 20.4. The failure or delay by you or Four S Box to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.
- 20.5. All provisions of this Agreement apply equally to and are for the benefit of Four S Box Limited, its subsidiaries, any holding companies of Four S Box Limited, its (or their) affiliates and its (or their) third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf (save that this Agreement may be varied or rescinded without the consent of those parties). Subject to the previous sentence, no term of this Agreement is otherwise enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 20.6. If any provision of this Agreement shall be found by any court or arbitration or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect. If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be reasonably necessary to make it valid and which reflect(s) the intention of the parties.
- 20.7. In any event, all provisions of this Agreement that by their nature could reasonably survive termination, including but not limited to, ownership provisions, warranty disclaimers and limitations of liability, shall survive termination. In the event you use the Website or Services again, the provisions of the terms and conditions that then apply will govern your re-use of the Website or Services. In the event you use Services bought under this Agreement, then those provisions applicable to Services will survive termination of this Agreement.
- 20.8. Each party shall keep any and all information disclosed between the parties to this Agreement in strict confidence. This clause shall survive the termination of this Agreement.
- 20.9. We always welcome your feedback which can be sent to us by email to [cs@foursbox.com](mailto:cs@foursbox.com). Where you supply any feedback, you agree and acknowledge that Four S Box shall have no confidentiality obligations to such

feedback or suggestions and that it may be incorporated into our Website or Services.