

UniFORCE

Uniforce System Ltd – 319, 1 Science Park West Ave, Hong Kong Science Park, Shatin, Hong Kong
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VPS Terms and Conditions

All orders in whatever terms are accepted subject to the following terms and conditions, which will apply even if we receive an order form with different terms and conditions, unless varied in writing by an authorized representative of Uniforce System Ltd.

1. All orders will be written by the customer. A legally binding contract is made only when we accept your written order by sending or otherwise transmitting to you a contract or confirmation of service. After we have sent or otherwise transmitted one of these documents you are not entitled to cancel your order.
2. The customer shall be deemed to have accepted the service on the date they are notified that it is operational.
3. The customer agrees with UniFORCE to pay all charges.
4. UniFORCE warrants to the customer that it will provide all services ordered with reasonable care and skill but UniFORCE does not warrant or undertake that this will cause the services to operate without fault or interruption.
5. UniFORCE can never guarantee a product or service provided by a third party for and on behalf of a customer, however, will endeavor to act in the best interest of the customer.
6. UniFORCE shall use all reasonable endeavors to correct as soon as is reasonably practicable any fault notified by the customer.
7. The customer warrants and undertakes that it shall in its use of the services comply with any relevant legislative and regulatory provisions and shall not use the services for any illegal purpose and shall indemnify UniFORCE in respect of any liability incurred as a result of a breach of this clause.
8. Except in the case of emergencies UniFORCE shall give the customer no less than 2 Business days prior notice of any scheduled service or maintenance or alterations within their network which shall affect the customer. Wherever reasonably possible UniFORCE shall endeavor to perform these activities in such a way as to minimize any interruption in the provision of service.
9. UniFORCE cannot make any guarantees for services provided by third parties outside their network.
10. For customers who are paying annually or quarterly, an additional invoice will be issued every month starting from the first billing date if there is any additional bandwidth usage.
11. In the event of customer hardware failure, the contracted Virtual Private Server is still chargeable but credit allowances will be issued if there is a case.
12. Should the customer wish to upgrade their server or bandwidth, a new agreement will be drawn.
13. Downgrading of Virtual Private Servers is only permitted at the end of the contracted period.
14. In the event of payment not being received by UniFORCE within 3 days from invoice date, all services will be terminated. Should payment not be received within 7 days, UniFORCE reserve the right to sell or rent the Virtual Private Server to another customer. Customers will remain liable for outstanding invoice amounts after termination.
15. Virtual Private Servers and other hardware remain the property of UniFORCE throughout the term of the agreement.
16. UniFORCE will undertake the installation and configuration of Virtual Private Servers. This is limited to the operating system and other applications if agreed in the Schedule of Services. Further system administration support for the Virtual Private Server service is subject to UniFORCE's standard hourly system administration charges.

17. In the event of customers requiring additional server(s), a new agreement will be drawn; this new agreement will cancel and fully replace any previous contract.

18. UniFORCE will not take responsibility for the integrity of data held on server(s) nor backup tapes.

19. The customer shall indemnify UniFORCE and shall hold UniFORCE harmless against any and all losses, damages, costs and expenses arising from or in connection with any claims or proceedings brought by third parties against UniFORCE in respect of or arising directly or indirectly from loss of services.

20. Any notice required or authorized to be given may be delivered by post to the address stated for that party and shall be deemed to have been served 72 hours after posting.

21. In the case of any customer who is an individual about whom UniFORCE processes personal data (as defined by the Data Protection Act), UniFORCE may use such data to provide the customer with details of other UniFORCE products, which may be of interest to the customer.

22. In the event of a dispute between the parties concerning this agreement each of the parties shall in the first instance, bring the dispute at the earliest opportunity to the attention of a Director or similar officer.

23. All contracts are governed by and constructed in accordance with HK SAR Law and the parties irrevocably agree to the exclusive jurisdiction of the HK Special Administrative Region courts.