

**Special Terms and Conditions of BOXS POS Service (“the Services”)**

1. BOXS POS, manufactured by BOXS Limited ("BOXS"), is a Point Of Sale ("POS") system designed to provide one-stop easy-to-use POS management system for Food & Beverage ("F&B") and Retail industry. Unless otherwise agreed in writing, the Services will be activated by BOXS (please refer to Service-Level Agreement ("SLA") as below) after the necessary hardware is ready and upon receipt of all necessary information/materials (including but not limited to full set of menu, floor plan, product photo, settings, etc.) from Customer.

SLA of Services activation:

New Activation (Lite / Flexi): T + 13 working days

Add-on Functions: T + 18 working days

Upgrade (from Lite to Flexi): T + 1 calendar months

Add-on Services (Brand Website): T + 2 calendar months

Value-added Services (Dedicated Customer Service Officer Hotline, Bulk Update Products, Service

Relocation of POS, Onsite Support (1 time 4 hours) and On-site Training (1 time 2 hours): T + 6 working days

2. Customer is responsible for internet access at the installation address.
3. Customer is responsible for the Customer owned POS Hardware compatibility with BOXS POS if the related Hardware is not purchased via HKBNES.
4. Customer agrees that the Services will be charged at the List Price on a month-to-month basis after the expiration of the Minimum Contract Period ("MCP"). Any device(s)/premium(s)/coupon(s) associated with the initial installation will not be re-issued. If Customer does not wish to use any of the Services, Customer must give 30 days prior written notice (by using the prescribed form from HKBNES) to HKBNES to terminate the Services. MCP is specified in the Order Confirmation or Tariffs. If MCP is not specified in the Order Confirmation or Tariffs, the MCP is 24 months. If any of the Services are terminated before the expiration of the MCP, Customer shall pay the aggregate prevailing charges of the Services for the remaining term of the MCP.
5. Upon termination, Customer's data (including but not limited to identity information and transaction information, etc.) will be kept on BOXS' server for 90 days. If Customer would like to re-activate the Service and data within 90 days after termination, a handling fee of HKD 2200 will be charged to Customer. The Service and data will not be able to re-activate after the 90-day period.
6. Customer agrees to grant the rights to BOXS, its subsidiaries and/or its affiliates to use the Customer's intellectual property for providing the Services to Customer without any infringement, and holding harmless against all costs, claims, demands, expense, losses, damages and/or liabilities of whatsoever nature arising out of or in connection with the ownership, display, sale or use of the Customer's intellectual property mentioned above.
7. Customer acknowledges that HKBNES may impose, and Customer shall pay on demand, (a) additional charges incurred by HKBNES due to regulatory changes or changes in interconnection charges between HKBNES and other service provider(s); and (b) cancellation charge for cancellation of order before Services activation which will be the higher of the applicable installation charge (regardless of whether it is waived or not) or amount of loss or damage suffered by HKBNES as a result of the cancellation.
8. Services shall only be made available to the installation address as stated in the Order Confirmation. HKBNES may refuse to relocate the Services to any other address or charge Customer a relocation charge as specified by HKBNES.

9. Customer acknowledges that the Contact Person specified in the Order Confirmation shall be its authorized representative and HKBNES, its agents and/or contractors may take instructions directly from the Contact Person on any matters relating to the Order Confirmation including configuration of equipment(s), function or feature setting of the equipment(s) and provisioning of service(s).
  
10. In case of any disputes, the decision of HKBNES shall be final.