

DIGITAL TRADE AND TRANSPORTATION NETWORK LIMITED
數碼貿易運輸網絡有限公司 (“DTTN”)
TERMS & CONDITIONS OF DTTN SERVICES

By signing the relevant DTTN Registration Form, the DTTN Customer confirms that he has read and understood, and agrees to observe and be bound by the following Terms and Conditions under which the DTTN Customer will use the DTTN Services.

1. DEFINITIONS

In these Terms & Conditions:-

“Alternative Payment Methods” means any methods, other than direct debit, as from time to time endorsed by DTTN and agreed by the DTTN Customer to pay any charges or other moneys owed to DTTN.

“Document Map” means a software module developed and owned by DTTN that transforms the structure of a document into one or more different structures.

“DTTN” means Digital Trade and Transportation Network Limited or Digital Trade and Transportation Network.

“DTTN Customer” means any person or organisation who has registered with DTTN by signing any DTTN Registration Form(s) for the use of one or more of the DTTN Services.

“DTTN Performance Pledge” means any performance pledge from time to time adopted by DTTN regarding all or any DTTN Services.

“DTTN Registration Form” means any of the paper or electronic forms or documents specified by DTTN to be used by the DTTN Customer to register with DTTN to use one or more of the DTTN Services, to give any instructions to DTTN, to add or unsubscribe any DTTN Services, to make any specific authorisations, to amend any records, and/or for any other purposes of and incidental to any DTTN Services.

“DTTN Services” means all or any of the electronic services from time to time provided by DTTN.

“Government” means the Government of the HKSAR.

“HKSAR” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“Intended Recipient” means any person or party to whom any Messages are intended by the sender to be sent through or incidental to any of the DTTN Services.

“Message Signatory” means any individual person or organisation appointed by a DTTN Customer to use any DTTN Services for and on behalf of the DTTN Customer.

“Messages” means an electronic envelope that may contain one or more documents and is used to electronically send or receive such documents through or from DTTN. For the purpose of this definition, a document means a logical collation of data in electronic form either structured or otherwise.

“Originating Sender” means any person or party who initiates the sending of any Messages through or incidental to any of the DTTN Services.

“Process” means the processing activities that DTTN will execute in providing the DTTN Services in accordance with the Profiles and Settings of the DTTN Customer. In receiving Messages from a sender, these may involve, inter alia, decryption, signature verification, document format validation, notification to the sender or recipient of processing events, and transformation into the DTTN canonical document format from the format of the sender. In dispatching Messages to a recipient, these may involve, inter alia, transformation into the recipient’s format, signing of the Message to indicate that transformation has been done successfully, encryption of the Message, notification of processing events to the sender or recipient and dispatch of the Message. “Processing” shall be construed accordingly.

“Profiles and Settings” means the profiles and settings based on which the DTTN Services will be provided by DTTN to a DTTN Customer including but not limited to document exchange preferences, communication methods, security methods and/or Security Tokens. A DTTN Customer may specify such profiles and settings subject to the endorsement by DTTN. In cases where the DTTN Customer does not explicitly specify such profiles and settings, the standard profiles and settings that DTTN may specify from time to time will be used.

“Schedule of Charges” means the schedule of charges in respect of each of the DTTN Services, published by DTTN on its website or otherwise prior to registration and thereafter when revised from time to time by DTTN.

“Security Token” means any token or device, including but not limited to digital keys, certificates, login identity and password issued by DTTN or other party duly authorised by DTTN to a person or organisation for the purpose of accessing the DTTN Services or authenticating information to be sent using any of the DTTN Services.

“Terms & Conditions” means these Terms & Conditions of DTTN Services.

“Timestamp” means the date and time when a Message has been successfully Processed and therefore is ready for delivery to or collection by the Intended Recipient.

2. INTERPRETATION

- (a) In these Terms & Conditions, references to the plural shall include the singular and vice versa; words importing a gender shall include both genders; references to any person shall include corporations and other forms of business associations.
- (b) Paragraphs and clause headings are inserted for convenience only and shall not affect the interpretation of these Terms & Conditions.

3. CONSIDERATION FOR SERVICES

In consideration of the access given to the DTTN Services, the DTTN Customer undertakes to pay DTTN the charges in accordance with clause 8 herein and where applicable the amount owed to DTTN under the provisions of clause 9 herein.

4. TERM

These Terms & Conditions shall come into effect and bind the DTTN Customer in particular for the payment of relevant fees as specified under clause 9(a) upon the date of the relevant DTTN Registration Form, and termination shall be subject to the provisions of clause 11 herein.

5. DTTN OBLIGATIONS & LIABILITIES

- (a) DTTN will Process all Messages received from a DTTN Customer. Unless otherwise specified by DTTN for any particular DTTN Services, DTTN will retain all successfully processed Messages in an electronic archive for seven (7) years from the time of receipt or the time of dispatch of the Messages by DTTN.
- (b) DTTN may issue acknowledgement of receipt of Messages to DTTN Customers in accordance with the DTTN Customer's Profiles and Settings. Such acknowledgement of receipt does not mean acceptance of the Messages by the Intended Recipient but constitutes prima facie evidence of receipt of Messages by DTTN. Acknowledgement of receipt is not a necessity for proving receipt unless otherwise agreed between the DTTN Customers. A DTTN Customer is free to produce other evidence to prove receipt of Messages.
- (c) The DTTN Customer shall ensure that the use of digital signatures or other authentication mechanisms suits their purpose and requirement and shall adopt and use the same entirely at the DTTN Customer's own risk.
- (d) Subject to any agreement between DTTN and the DTTN Customer to the contrary, DTTN will provide help desk facilities to DTTN Customer to assist the DTTN Customer with operational problems, transaction or billing status enquiries, or for the DTTN Customer to obtain general information relating to DTTN Services.
- (e) DTTN will make reasonable efforts to provide DTTN Services in accordance with the DTTN Performance Pledge published by DTTN from time to time (if any), but DTTN will have no liability for any delay or failure resulting from circumstances beyond its control.
- (f) If any Message sent using DTTN Services is incorrectly transmitted by DTTN, DTTN will re-send such Message without additional charge.
- (g) DTTN is not a party to and is not in any way involved in the underlying business transactions executed between any DTTN Customers. DTTN shall in no event be liable or involved in any disputes between the DTTN Customers. In any event, DTTN will have no liability for indirect or consequential loss or for loss of business or profits however arising incurred by the DTTN Customer or by any third parties.

- (h) DTTN will have no liability whatsoever for any loss incurred by the DTTN Customer or any third parties arising out of any failure by the DTTN Customer to keep copies of data sent using DTTN Services.
- (i) DTTN will have no liability for loss or damage suffered by the DTTN Customer or by any third parties arising from any negligence or default by any DTTN Customer or members of his staff or his agents or third parties or arising from his failure or the failure of members of his staff or agents or third parties to follow DTTN's instructions or recommendations.
- (j) DTTN's liability, if any, under these Terms & Conditions is limited in respect of each event or series of connected events to a total sum of HKD500 (Hong Kong Dollars Five Hundred Only) provided that DTTN's total liability in any twelve month period is limited to the amount of the total charges paid by the DTTN Customer to DTTN under clause 8 herein during such twelve month period. The liability limits specified above shall apply notwithstanding the liability is caused or occasioned by negligence or default of DTTN.

6. TRANSFORMATION OF DOCUMENTS

- (a) DTTN may, upon request of a DTTN Customer in his capacity as a recipient, transform on his behalf all or any documents into the recipient's requested structure based on a recipient's Document Map prior to sending the Messages containing such documents to the recipient. Similarly, DTTN may, upon request of a DTTN Customer in his capacity as a sender, transform on his behalf all or any documents sent by him from the sender's structure into the DTTN canonical structure based on a sender's Document Map prior to transforming into the recipient's requested structure.
- (b) By endorsing the Document Map, the DTTN Customer confirms that any output documents produced by the Document Map is materially the same as the corresponding input document. The DTTN Customer may endorse the Document Map in its Profiles and Settings. If the DTTN Customer does not explicitly endorse the Document Map in its Profiles and Settings, he is deemed to have endorsed the Document Map by sending or receiving documents that may invoke that Document Map.
- (c) By receiving or sending Messages which may involve the transformation of the encapsulated documents, the DTTN Customer shall assume all legal liabilities as if they have received or sent the original Messages. The DTTN Customers shall not challenge the contents of any Messages on the sole ground that there is any discrepancy in the transformed Messages.
- (d) Upon request of a recipient, DTTN may, but is not obliged to, digitally sign the Messages before sending the same to the recipient. Any digital signatures appended by DTTN to any Messages, except those originated by DTTN, shall only mean to certify the authenticity of the transformation made by DTTN and for security purposes only, and not otherwise. Although the transformed, decrypted or encrypted Messages may not contain the original digital signature or other authentication mechanism, the recipient accepts that the original Messages contain such original digital signature or other authentication mechanism of the sender if any.

7. THE DTTN CUSTOMER'S / OBLIGATIONS & LEGAL LIABILITIES

- (a) By duly completing, signing and submitting a DTTN Registration Form, the DTTN Customer has requested DTTN to provide the specific DTTN Services particularised therein to the DTTN Customer, and (if applicable) to Process the Messages or other information submitted by or through the DTTN Customer to other DTTN Customers through the specific DTTN Services.
- (b) Each DTTN Customer hereby authorises the Message Signatories specified in the relevant DTTN Registration Forms to severally use the specific DTTN Services on behalf of the DTTN Customer. The DTTN Customer shall take all steps to ensure the DTTN Services shall only be used by its duly authorised persons on its behalf.
- (c) Each DTTN Customer hereby agrees to be bound by all actions of the Message Signatories and assume all liabilities (civil or criminal) of and incidental to the use of the specific DTTN Services by the Message Signatories specified in the relevant DTTN Registration Forms (or otherwise nominated by him) or as subsequently duly authorised.
- (d) In order to access DTTN Services, the DTTN Customer is required to have the following:
 - (i) suitable application software;
 - (ii) such computer hardware, system configuration and communication device as may be necessary and/or recommended to meet the requirements of the application software;
 - (iii) subject to the specific DTTN Services, the facilities to access the internet and/or a telecommunications line from a public telecommunications provider.
 - (iv) the appropriate Security Token issued to Message Signatories.
 - (v) Any other software, equipment and services as from time to time specified by DTTN.
- (e) For each DTTN Service, the DTTN Customers may be given different options in Profiles and Settings for them to adopt at their discretion. The options selected by the DTTN Customers are subject to the approval of DTTN and DTTN retains the absolute rights to from time to time add, revise or withdraw any options from the DTTN Customers. The DTTN Customers take full responsibility to ensure the options they have selected, in particular the related security level, suit their intended purposes. If a DTTN Customer has not opted for any particular option, then the DTTN Customer is deemed to have opted for the standard Profiles and Settings as from time to time specified by DTTN for each DTTN Service.
- (f) The DTTN Customers undertake to observe all the relevant rules and requirements applicable to the particular Security Token that they have chosen to use in DTTN Services, if any.
- (g) The DTTN Customer will comply with the instructions, guidelines, notices and other operational procedures issued by DTTN from time to time relating to the preparation, authentication and submission of Messages to the Intended Recipient in respect of specific DTTN Services or relating to other activities connected with the use of the DTTN Services. Such instructions, guidelines, notices and other operational procedures may include (but are not limited to) the following:
 - (i) instructions on the use of specific sets of Messages, information flows and procedures that together perform business functions which meet specific requirements;

- (ii) the Message standards which DTTN may agree with the DTTN Customer, from time to time for the structuring of Messages;
 - (iii) instructions on the use of Security Tokens, electronic or digital signatures on specific Messages where applicable; and/or other security services which DTTN may agree with the Intended Recipient, (if applicable) or relevant third parties from time to time for specific Messages;
 - (iv) the procedures and notices given to the DTTN Customers for making changes to the instructions and standards detailed in this section; and
 - (v) any other relevant reference documents published by DTTN.
- (h) The DTTN Customer shall ensure all outstanding charges due to DTTN will be punctually settled. In particular, if any such sums are to be paid by direct debit, the DTTN Customer shall maintain sufficient funds in his account with the bank nominated by the DTTN Customer in the direct debit authorisation form for payment, in accordance with the provisions of clause 9 herein, of the amounts due to DTTN.
- (i) The DTTN Customer shall indemnify DTTN and keep DTTN fully indemnified from and against all costs claims demands actions and liabilities arising directly or indirectly from a breach of these Terms & Conditions or any other default, negligence, acts or omissions on his part.
- (j) If information is submitted to Government or any designated authorities using DTTN Services, Processing thereof will be subject to the rules and conditions of the relevant administrative system of Government or the designated authority receiving the information, and the DTTN Customer's liabilities for any administrative sanctions for malpractice will continue to apply if the DTTN Customer fails to comply with the relevant rules and conditions.
- (k) The DTTN Customer shall reserve sufficient time for DTTN and to process the Messages and DTTN shall in no event be liable for any late submission of Messages to the Intended Recipient.
- (l) The DTTN Customer undertakes to discharge any obligations owed to any third parties which the DTTN Customer or the DTTN Customers are legally required to discharge from time to time in relation to his use of DTTN Services.
- (m) The DTTN Customer shall advise DTTN immediately of any changes to the information provided on the DTTN Registration Form and of any changes of personal data and other information which the DTTN Customer has provided to DTTN related to his use of the DTTN Services. In respect of any personal data or other information that the DTTN Customer has provided or is required to provide to any relevant third parties incidental to the use of the DTTN Services, the DTTN Customer hereby agrees to the release of such information by the relevant third parties to DTTN, provided that such information will be used by DTTN for the same purpose as the relevant third parties use the information.
- (n) The DTTN Customer undertakes to settle all charges and fees owed to DTTN immediately upon termination of these Terms and Conditions for whatever reasons regardless of the normal or agreed billing cycle of such debt (if any).

- (o) The DTTN Customer undertakes to check regularly all acknowledgement, error or other notices from time to time sent to the DTTN Customer. DTTN shall in no event be responsible for any loss or damage caused or occasioned by the DTTN Customer's failure to check such notices.

8. CHARGES

- (a) The DTTN Customer undertakes to pay DTTN the applicable DTTN charges (if any), in the amounts calculated on the basis set out in the relevant Registration Forms or any schedules thereto, or if not so specified, in the Schedule of Charges for the time being in force, by direct debit on the DTTN Customer's nominated bank account and/or by any Alternative Payment Methods. The direct debit authorisation and/or the necessary documentation for the Alternative Payment Methods shall be properly executed and submitted to DTTN at the time of registration.
- (b) Unless otherwise specified in the DTTN Registration Form, the DTTN Customer undertakes, to pay the applicable fees and charges to the third parties punctually pursuant to the agreements between the DTTN Customer and the third parties incidental to the particular DTTN Services.

9. PAYMENT

- (a) The DTTN Customer shall upon signing and submitting the DTTN Registration Form pay the relevant fees including but not limited to registration fees, annual fees, and mapping services fee and other appropriate charges as specified in the DTTN Registration Form or otherwise agreed with DTTN.
- (b) Unless no periodic or recurring DTTN charges are payable, at the time of registration for use of DTTN Services, the DTTN Customer shall:
 - (i) choose one of the billing cycle options which DTTN may offer from time to time;
 - (ii) pay the annual fee and other appropriate charges for the first applicable period.
- (c) At the end of each billing cycle as chosen by the DTTN Customer, DTTN will issue to the DTTN Customer a statement of all amounts due to DTTN.
- (d) Within seven (7) working days from the issue date of the statement, the DTTN Customer may raise queries with DTTN on the statement. Unless otherwise agreed with the DTTN Customer, DTTN will activate a direct debit on the DTTN Customer's nominated bank account, within two (2) working days, or collect through the Alternative Payment Methods within thirty (30) calendar days after the statement issue date, the total amount due to DTTN as shown on the statement.
- (e) In the event that DTTN does not receive payment from the DTTN Customer's bank account as a result of a direct debit activated by DTTN or through Alternative Payment Methods, DTTN reserves the right to debit the DTTN Customer's bank account or to collect through the Alternative Payment Methods again after any unsuccessful attempt and the DTTN Customer shall be responsible for, and pay to DTTN upon request, all additional bank charges incurred plus costs incurred by DTTN in processing such events.

- (f) Subject to the prior written approval of DTTN, the DTTN Customer may at any time opt for a new billing cycle, as offered by DTTN from time to time, to become effective after the current billing cycle provided that notice is given to DTTN within the current billing cycle.
- (g) In case the DTTN Customer makes payment in settlement of debts owed to DTTN by cheque and/or in cash deposited into the accounts of DTTN instead of direct debit authorisation, a handling charge to be specified by DTTN from time to time shall be levied by DTTN immediately each time a payment is made by the DTTN Customer.
- (h) DTTN may, but is not obliged to, issue statements in such manner as may be requested by DTTN Customers, including but not limited to paper statements and/or detailed statements. A special handling charge shall be levied by DTTN each time when such statements are issued.

10. DISPUTES

- (a) Without prejudice to any remedies available to the parties, the DTTN Customer and DTTN shall attempt in good faith to resolve through negotiation any dispute in relation to the DTTN Services and/or these Terms & Conditions.
- (b) In the event of a dispute between one DTTN Customer and any other DTTN Customers or other third parties on the Messages sent and received using DTTN Services, the archive copy of the Messages kept by DTTN may be used in support of the proof of the information sent or received among the parties. The DTTN Customer hereby expressly authorises DTTN to disclose the archive copy to any government, any competent courts or authorities, the relevant DTTN Customers or relevant third parties or their legal advisers or relevant consultants.

11. TERMINATION

- (a) All or any of the DTTN Services provided by DTTN to any DTTN Customer may be terminated by DTTN immediately without notice in the event that:
 - (i) after 1 (one) month from the issue of statement by DTTN for the payment of the amounts the DTTN Customer owes to DTTN, DTTN still has not received payment from the DTTN Customer in settlement of the amount due; or
 - (ii) the DTTN Customer is found to have made use of any of the DTTN Services for any unlawful activities that may result in a legal offence or may be violating DTTN's security system, including gaining unauthorised access to data transmitted which may constitute an offence under the Telecommunications Ordinance (Cap.106).
 - (iii) the DTTN Customer is in breach of the terms and conditions herein or in the relevant DTTN Registration Forms or any other agreements between DTTN and the DTTN Customer.
- (b) Unless otherwise agreed between DTTN and the DTTN Customer, the DTTN Services provided by DTTN to the DTTN Customer may be terminated by the DTTN Customer giving notice in writing to DTTN no less than 14 (fourteen) days before such termination.
- (c) DTTN shall have the absolute right to terminate any DTTN Services provided to the DTTN Customer at any time without cause by giving not less than 60 (sixty) days advance notice to the DTTN Customer.

- (d) Termination of the DTTN Services to the DTTN Customer for whatever reason will not affect any rights or obligations of the DTTN Customer and DTTN arising prior to termination and the provisions of these Terms & Conditions shall continue to bind the DTTN Customer and DTTN so long as may be necessary to give effect to such rights and obligations. Upon termination of these Terms and Conditions, the DTTN Customer shall forthwith cease to claim or hold himself out as a DTTN Customer, and all outstanding sums due from the DTTN Customers shall become immediately payable to DTTN and shall forthwith be paid to DTTN.
- (e) Upon termination of these Terms and Conditions for whatever reasons, DTTN shall have the rights to permanently delete all data within the designated electronic mail box of the DTTN Customer in the DTTN system except those to be archived in accordance with these Terms and Conditions.

12. INTELLECTUAL PROPERTY

The copyright and other intellectual property rights in any software, specifications, procedures, documentation or other materials provided by DTTN relating directly or indirectly to DTTN Services belongs to DTTN or the person who actually creates them and/or their assignees and/or licensors.

13. OWNERSHIP OF DATA

- (a) All data sent by the Originating Sender shall, unless otherwise specified by DTTN for any particular DTTN Services belong to the Originating Sender until such time as it is placed in the DTTN electronic mail box of the Intended Recipient or is otherwise sent from the DTTN system for submission to the Intended Recipient, at which time it shall also belong to such Intended Recipient.
- (b) The archive data as referred to in clause 5(a) herein shall, unless otherwise specified by DTTN for any particular DTTN Services be the property of both the Originating Sender and the Intended Recipient of the data except that if the data is not sent by DTTN to the Intended Recipient, for whatever reason, the archive copy will remain the sole property of the Originating Sender.
- (c) Subject to DTTN's approval, the owner of the data may authorise other DTTN Customers to access the data of the owner.
- (d) All other information held by DTTN concerning any DTTN Customer, or otherwise relating to the business of DTTN shall be the property of DTTN. Any necessary legislation of data privacy or other similar legislation that may be introduced from time to time will be adhered to by DTTN.
- (e) **Notwithstanding the ownership provided above or anything herein to the contrary, DTTN shall have the absolute right to delete or otherwise dispose any data (save and except the electronic archives specified in clause 5(a) hereof) store for more than SIXTY (60) days in the system or other resources owned or provided by DTTN, including but not limited to any electronic mailbox in DTTN system provided by DTTN to the DTTN Customer incidental to the DTTN Services. The DTTN Customer**

has a duty to check his own data regularly, back up and otherwise protect his own data and DTTN shall not be liable for any loss of data by the DTTN Customer.

- (f) Notwithstanding anything herein to the contrary, the DTTN Customers hereby expressly authorise DTTN to extract and use any part of the Messages owned by a DTTN Customer in any one of the DTTN Services for the purpose of the Processing of the Messages owned by the same DTTN Customer in another DTTN Services in such manner as DTTN considers fit for the provision of the DTTN Services.

14. CONFIDENTIALITY

- (a) DTTN will take all reasonable steps to ensure the confidentiality of Messages sent by a DTTN Customer using DTTN Services and save and except otherwise authorised herein or in the applicable DTTN Registration Form, DTTN will not disclose the content of such Messages to any party other than the DTTN Customer, the Intended Recipient or the owner of the data as defined in clause 13 herein or as required by the laws of or orders of the courts of the Hong Kong Special Administrative Region.
- (b) DTTN will not without the prior consent of the DTTN Customer use, interpret or manipulate the content of any Message sent by DTTN Customer, save for Processing as set out in clause 5 herein or other relevant specifications as from time to time adopted by DTTN.

15. SECURITY

DTTN will take all appropriate steps to establish and maintain such procedural safeguards to protect the Messages Processed by DTTN from accidental or intentional disclosure to unauthorised persons and from unauthorised modification.

16. PERSONAL DATA PRIVACY

- (a) DTTN shall observe the Personal Data (Privacy) Ordinance (Cap.486) and procure all staff of DTTN to comply with the reasonable standards of confidentiality.
- (b) **All personal data from time to time collected from the DTTN Customer by DTTN may not be used for any purposes other than those of and incidental to the following:-**
- (i) provision of the DTTN Services, including but not limited to preparing invoices and correspondence with DTTN Customer, operating the DTTN Customer account, verifying the DTTN Customer's continued creditworthiness or development of new services and improvement of existing services;**
 - (ii) marketing of services from time to time provided or recommended by DTTN or DTTN's subsidiaries, associated companies or marketing partners;**
 - (iii) research and analysis of the data in the aggregate; or**
 - (iv) other purposes otherwise expressly agreed between DTTN and the DTTN Customer.**

For the above purpose, each DTTN Customer hereby authorises DTTN to disclose its personal data held by DTTN to any of the following parties within the same jurisdiction or from one jurisdiction to another:-

- (i) any agent, contractor or third party service provider who provides administrative, advisory, telecommunications, computer, payment or securities clearing or other services to DTTN in connection with any DTTN Services;
 - (ii) the Government agency, authority, or other persons where such disclosure is required by law;
 - (iii) any person owing a duty of confidentiality to DTTN, including any subsidiaries or associated companies which have undertaken to keep such information confidential;
 - (iv) credit reference agencies and, in the event of default, debt collection agencies;
 - (v) any co-operator, business partner of DTTN or other party that provides or assists or purports to provide DTTN Services on behalf of or jointly with DTTN; or
 - (vi) any actual or proposed assignee of DTTN or transferee of DTTN's rights or obligations.
- (c) Save and except for the above purposes, DTTN shall not disclose the personal data to any third party (other than the Intended Recipient without consent of the DTTN Customer.
- (d) DTTN shall restrict access to personal data to officers, employees, consultants and agents of DTTN who have a need to know or use the data and who have been trained to handle such data and observe confidentiality properly.
- (e) The DTTN Customer shall have the right to request for access and correction of personal data held by DTTN. Request for access and correction should be in writing and addressed to Privacy Compliance Officer, 11th & 12th Floor, Regent Centre, 63 Wo Yi Hop Road, Kwai Chung, Hong Kong. DTTN may charge a reasonable amount of fee for handling such request for access or correction.

17. ALTERATIONS AND CHANGES

DTTN reserves the right in its absolute discretion to make changes to these Terms & Conditions provided DTTN posts the new Terms & Conditions on its websites and/or notifies the DTTN Customer at least 30 (thirty) days in advance of any such change taking effect. Thereafter DTTN Customers shall be bound by the revised Terms & Conditions unless the DTTN Customer has elected to terminate the DTTN Services under the provisions of clause 11(b) herein.

18. ENTIRE AGREEMENT

These Terms & Conditions together with the other supplemental documents duly signed or accepted by the DTTN Customer in writing constitute the entire agreement between the DTTN Customer and DTTN and supersede all other prior agreements and other prior communications between them. Each clause herein shall be construed separately and notwithstanding that the whole or any part of any such clause shall prove to be illegal or unenforceable the other clauses of these Terms & Conditions shall continue in full force and effect.

19. WAIVER

The failure or delay of either DTTN or the DTTN Customer to assert their rights under these Terms & Conditions shall not be construed as a waiver of any such rights.

20. NOTICES

All notices hereunder shall be sent electronically as Messages or in writing delivered by hand, by courier or by post at the last known address or by fax.

21. LAW OF HKSAR AND THE ELECTRONIC TRANSACTIONS ORDINANCE (CAP. 553)

- (a) By communicating or purporting to communicate with any other DTTN Customers through any DTTN Services, each DTTN Customer agrees, and is deemed to have agreed, with those other DTTN Customers the terms and conditions specified in this clause.
- (b) Unless expressly agreed otherwise, the DTTN Customer agrees that all future offers, acceptances of offer, contracts and other transactions to be effected through DTTN Services shall be governed by and construed in accordance with the law of the HKSAR and shall be subject to the non-exclusive jurisdiction of the Courts of the HKSAR.
- (c) The DTTN Customer agrees to comply with and be bound by all the provisions of the Electronic Transactions Ordinance (Cap.553) ("ETO"). In particular, by using DTTN Services, the DTTN Customer agrees that electronic records, electronic signatures and/or digital signatures (as defined in the ETO) may be used in any offer, acceptance of offer and other legal documents through DTTN Services, and be admitted as evidence in any legal proceedings.
- (d) The DTTN Customer agrees not to challenge in any jurisdictions the validity and/or legal enforceability of any offers, acceptances of offer, contracts and other transactions effected through DTTN services on the sole ground that electronic records, electronic signatures or digital signatures were used to effect those offers, acceptances of offer, contracts and transactions.
- (e) If a separate agreement is executed among any DTTN Customers to govern the exchange and acceptance of Messages, such agreement will prevail over the provisions in this clause 21 in the event of inconsistencies in so far as the liabilities and obligations between the DTTN Customers are concerned. For the avoidance of doubt, no obligations or liabilities owed by any DTTN Customer to DTTN under these Terms and conditions will be affected by those separate agreements among DTTN Customers.

22. JURISDICTION

These Terms & Conditions shall be subject to the law, and to the jurisdiction of courts, of the Hong Kong Special Administrative Region.

- 23. If there exists any conflict between the English and Chinese versions of these Terms & Conditions, the English version shall prevail in any event.
