



The Terms and Conditions relating to “5G Live Up Broadcast Solution”

1. 5G Live Up Broadcast Solution (“Service”) is a professional live streaming solution which enables live broadcast and online ticketing riding on 3HK’s mobile network and carrier-grade end-to-end integration and optimization technologies.

2. The Service will include the following features:

- (i) 100GB monthly mobile data entitlements.
- (ii) Up to 300 hours monthly view and live streaming time for customer, customer’s viewers to view any live streaming broadcast via the HERMES Live Platform Lite. Usage of less than one whole hour will be rounded up for monthly settlement. For instance, if customer performed 1.2 hours streaming with 2 viewers in a month, the total usage will be 3.6 hours as the view hours includes both the hours of the viewers and customer. Any part of the 300 hours unused in a month will expire and will not be carried forward to the following month.
- (iii) Usage of HERMES Live Platform Lite provided and powered by HERMES Live Technology Limited (“HERMES”) with pay-per-view feature. The use of such HERMES Live Platform Lite is conditional upon activation of the HERMES Live Encoder Lite. Customer must register to activate and pair up the HERMES Live Encoder Lite via HERMES email registration link by using the same email address registered with 3HK. Upon acceptance of the HERMES Terms and Conditions as referred to in paragraph 15, customer can start setting up live broadcasting event with pay-per-view feature.

HERMES Live Operator is available for downloading via App Store / Google Play / Application Toolkit for Huawei devices without access of Google Play.

Downloading HERMES Live Operator App whether in or outside Hong Kong will consume mobile data.

- (iv) The monthly data entitlement and view and live streaming time entitlement will commence upon the Service Commencement Date (as defined below in paragraph 4).

3. Subscription of the Service is subject to the following payments:

- (i) a monthly fee of HK\$388 for a minimum contract term of 24 months (“Minimum Term”) for the 5G SIM plan (“5G SIM”) with up to 100 GB mobile data monthly entitlement.

When the local data usage has reached 100% of the monthly entitlement of 5G SIM, auto top-up of data usage will be activated immediately with SMS notification, at HK\$20/3GB. A credit limit of HK\$3,000 is set for the auto top-up each month (“Top-up Credit Limit”), 3HK shall have the right to adjust the monthly Top-up Credit Limit without prior notice to the customer. Customer will be notified when the Top-up Credit Limit is nearly exceeded via SMS, email or phone call (if applicable). 3HK shall have the right to cancel or suspend the Service and/or mobile account once the Top-up Credit Limit has been fully utilized without prior notice to the customer.

The Top-up Credit will be reset automatically after the billing cutoff date of the relevant 3HK service account each month.

- (ii) The monthly charges and auto top-up charges set out in this paragraph, together with that mentioned in the following paragraphs (iii) and (v), will become due and payable upon the date on the Service Commencement Date;
- (iii) a monthly fee of HK\$600 for the Minimum Term for the use of HERMES Live Platform Lite with pay-per-view feature and up to 300 hours monthly view and live streaming time;
- (iv) a one-off purchase price for the HERMES Live Encoder Lite of HK\$7,200. If the HERMES Live Encoder Lite is not available on the date of service subscription, a sum of HK\$7,200 shall be prepaid;
- (v) a monthly fee of HK\$18 as administration fee;
- (vi) a fee at the rate of HK\$2 per view hour once the total number of hours live streamed by customer and viewed by viewers exceeds in aggregate 300 hours on a monthly basis. The additional hours will be calculated in the same manner as specified in paragraph 2(ii);
- (vii) a collection fee at the rate of 6% of the pay per view charges or \$10 per ticket whichever is higher, for each ticket sold by customer if any. 3HK has the right to withhold, deduct or set-off any sums that customer is liable to pay to 3HK against the ticket income standing to the credit of the account of customer. Any dispute regarding the ticket (including refund) will be resolved directly between customer and customer's viewers; 3HK is not part of the arrangement between customer and customer's viewers.

After deduction of the collection fee as mentioned above and within 40 working days after the relevant live broadcasting event, customer is expected to receive (a) the ticket income from 3HK via cheque which will be sent to the billing name and address as registered with 3HK and (b) an email statement from HERMES which shows the number of tickets sold and total ticket income for the relevant event.

3HK shall charge customer the fees mentioned in paragraphs (i) to (vi) above and paragraph 6 below directly and either 3HK or HERMES (as billing agent of 3HK) will charge customer the fees mentioned in paragraph (vii).

The monthly fee of HK\$388 in paragraph (i) above is net monthly fee after deduction of the monthly fee rebate HK\$30 from the original monthly fee at HK\$418 and monthly fee rebate will be credited to customer's billing account on monthly basis during the Minimum Term for so long as customer remains as a customer of the Service. The Monthly fee shall be charged at the original plan fee (or at the then prevailing plan fee) after expiration of the Minimum Term.

Prepayment of HK\$100 SIM card fee is required for SIM subscription and will be refunded to customer on first invoice.

4. Service will commence upon the earlier of (a) subject to customer being in possession of the HERMES Live Encoder Lite, the date HERMES notifies customer that customer is able to activate the HERMES Live Encoder Lite irrespective of the date when customer actually conducts the pairing and activation via HERMES email registration link and (b) seven days after 3HK has notified customer that the HERMES Live Encoder Lite is available to be collected by customer ("**Service Commencement Date**"). The 5G SIM card will also be activated on the Service Commencement Date simultaneously.

Once the Service is terminated or suspended for any reasons whatsoever, the HERMES Live Encoder Lite will no longer be operated with the HERMES Live Operator.

5. As an optional service to customer, customer may use the 5G SIM card in conjunction with a 5G mobile WiFi Customer Premise Equipment (“5G CPE”) which is available from 3HK at a monthly fee of HK\$98 subject to the same Minimum Term Credit card autopay is required for settling payment. The credit cardholder name must be the same as customer account registration name.
6. As an optional service to customer, customer may subscribe Net+ LIVE Service (“Net+ LIVE”) at a monthly fee of HK\$78. It is subject to a fixed contract period of a minimum of 12 months and may be extended at the same monthly fee of HK\$78 for the same period to align with the remaining contract period of the Service. Upon expiry of the Minimum Term, 3HK will continue to provide the Net+ LIVE at the monthly fee of HK\$128 until termination of such Net+ LIVE Service by customer.
7. In the event of cancellation or termination of the Service by customer or 3HK due to customer’s fault, customer agrees to pay 3HK, as genuine estimate of the actual loss which 3HK may suffer, liquidated damages of an amount equal to the aggregate of the monthly service fees set out in paragraphs 3(i), (iii), (v) and paragraph 6 and, if applicable, the 5G CPE monthly fee for the balance of the Minimum Term. The liquidated damages shall become immediately due and payable on the effective date of such cancellation or termination.
8. 3HK does not guarantee that the Service, hardware or software produced by third parties (including HERMES) will work exactly how customer expects. Customer is fully responsible for the hardware (including the HERMES Live Encoder Lite and 5G CPE) and any loss or damage that may occur while in use. The use and operation of HERMES Live Encoder Lite and HERMES Live Platform Lite is limited to within the territory of Hong Kong.
9. Except as set out in paragraph 21, 3HK makes no warranties, express or implied, as to the Service, software or hardware (including the HERMES Live Encoder Lite and 5G CPE) and will not be liable to customer or any third parties (including any viewers of any live broadcasting event of customer) for any failures, malfunctions or non-performance of the same or otherwise in relation to the use of the same. 3HK expressly disclaims all implied warranties, including implied warranties of merchantability, fitness for purpose, title or non-infringement of third parties rights.
10. All monthly fees payable are neither refundable in full nor on pro-rata basis under any circumstances. Where the service period is less than one month, the Service will be charged on a full month basis.
11. The Service is only available to 5G mobile postpaid customers of 3HK who have subscribed the 5G SIM as mentioned in paragraph 3.
12. Subject to paragraph 7, customer must call the 3Customer Services Hotline 1033 not less than seven days before the then current statement cutoff date of the Service to terminate the Service. Termination of the Service will forthwith become effective upon receipt of the termination notice from customer by 3HK or customer may continue to use the Service for the period within which monthly service fees are paid (as the case may be) while the monthly fees paid for such relevant month will not be refundable at all on any pro-rata basis.
13. After the expiry of the Minimum Term, provision of the Service will be automatically continued on a monthly basis and chargeable at the then prevailing monthly service fee as determined by 3HK from time to time.
14. Maintaining copies of the customer’s data (including live streaming performances) is not part of the Service. 3HK will not make a copy of the information stored upon the HERMES Live Platform Lite and therefore will not take responsibility for any loss of information that the customer stores on the HERMES Live Platform Lite.
15. By agreeing to subscribe for the Service involving the use of HERMES Live Platform Lite, customer must also agree to abide by the terms and conditions as set out in the HERMES Terms and Conditions (comprising Privacy Policy and GDPR Compliance Statement) (which is attached as Addendum I) (“HERMES Terms and Conditions”). Such HERMES Terms and Conditions will be an agreement between customer and HERMES governing the use of the HERMES Live Platform Lite and 3HK will not be in any event be responsible for any liabilities incurred from or in connection with the use of the HERMES Live Platform Lite. Prior to activation of HERMES Live Encoder,

customer must read and acknowledge customer's his understanding and acceptance of HERMES Terms and Conditions online via HERMES registration link.

16. Customer who successfully subscribes for and activates the Service will also be subject to the terms and conditions relating to the Service as contained herein, and the 3G, 4G LTE and 5G Service Terms and Conditions (<http://www.three.com.hk/> → Terms & Policies → 3G, 4G LTE and 5G Service Terms and Conditions). If there is any conflict between the terms and conditions relating to Service as contained herein and the 3G, 4G LTE and 5G Service Terms and Conditions of 3HK, the former will prevail.
17. 3HK will always try to make the Service available to the customer. However, the Service is only available within the 3HK network coverage areas. Within the 3HK network coverage areas, there may be places where access to the Service is limited or unavailable. 3HK cannot guarantee fault-free service. There may be situations where the Service is not continuously available or information is not duly transmitted to, and received by, customer or the quality is affected, for example, (a) when 3HK needs to perform any upgrading, maintenance or other work on the 3HK network or (b) because of factors outside 3HK's control, such as the features or functionality of equipment, regulatory requirements, lack of capacity, interruptions to services from other providers and content providers, faults in other communications networks, the weather or radio interference caused by hills or other physical obstructions.
18. Customer undertakes that customer has obtained and will continue to maintain all necessary consents and licences for any live broadcasting event (including but not limited to those in relation to copyright, public performance right and publishing right from the relevant collecting societies), and that the use of the Service will not infringe any third party rights.
19. Customer gives consent for 3HK to provide customer's mobile account number, email address, mobile bill cycle and encoder serial number to HERMES for service activation and provision.
20. It is estimated that the HERMES Live Encoder Lite and, where applicable, the 5G CPE are expected to be available for collection by customer within 6 weeks after subscription of the Service, which may be affected by, and subject to, the stock availability and any other reasons beyond the control of 3HK.
21. Warranty support service will be provided by HERMES on the HERMES Live Encoder Lite subject to and based upon the terms and conditions set out in the Specifications and Warranty Services which is attached as Addendum II. The warranty period will commence on the date on which HERMES notifies customer that customer is able to activate the HERMES Live Encoder Lite.
22. In case of any inconsistency between the Chinese and English versions of these terms and conditions, the English version will prevail.
23. Customer will be given customer support services through the following different channels:
 - (i) Dedicated web portal at <https://lite.hermeslive.com>.
 - (ii) Business whatsapp at 98415766
 - (iii) Twitter account at <https://twitter.com/HermesLite> for public announcement
 - (iv) Email enquiry account at lite@hermeslive.com

Addendum I HERMES Terms and Conditions

Use of HERMES Live Platform Lite, HERMES Live Encoder Lite and HERMES Live Operator Terms and Conditions:

1. About our terms

HERMES provides a one-stop broadcast grade end-to-end solution with professional live streaming encoder, operator app and platform. Your transactions and any other use of features including but not limited to the pay-per-view feature are subject to these Terms of Service ("Service Terms").

- a. By accessing or using HERMES LIVE Platform Lite, HERMES LIVE Encoder Lite and HERMES LIVE Operator (collectively, "HERMES Services") or otherwise indicating your consent, you agree to be bound by these Service Terms.
- b. HERMES has no power or authority to bind, contract or commit any Viewer with respect to the use of any ticket event broadcasted by Customer or the Content thereof via HERMES Live Platform Lite and such ticket event and Content are deemed to be directly sold and distributed by Customer to the Viewers. Any dispute regarding the ticket event (including refund) shall be resolved directly between the Customer and the Viewers and HERMES is not part of the arrangement between the Customer and the Viewers.
- c. Customer must set out on the applicable pages of the HERMES Live Platform Lite the ticket price for any ticket event offered to Viewer by Customer, payment terms and any specific conditions relating to the Content.
- d. HERMES does not define sales terms and conditions for any ticket event or the Content thereof offered to Viewer by Customer.
- e. Customer is solely responsible for resolving any dispute with Viewer whatsoever.
- f. Customer is solely liable for refund of ticket or replacement of Content that is reasonably requested or demanded by a Viewer.
- g. Customer agrees to indemnify and hold harmless HERMES for any third party claims, actions or suits, as well as any related expenses, liabilities, damages, settlements, legal costs or other fees arising from the Customer's use or misuse of the HERMES Services, or a violation of any Service Terms.
- h. Customer assumes all risks associated with the use of the HERMES Services. In no event shall HERMES (including but not limited to its employees, agents, subcontractors, business partners, service providers or any relevant authors and/or copyright holders) be liable for claims, damages or other liability arising from, out of, or in connection with the HERMES Services. Customer is solely responsible for determining the appropriateness of use and assumes all risks associated with its use of the HERMES Services (or its parts or source codes thereof), including but not limited to the risks of program errors, damage to equipment, loss of data or software programs, or unavailability or interruption of operations.

Definitions:

"3HK" means Hutchison Telephone Company Limited;

"Customer" means a third-party user of the HERMES Services through subscription of 5G Live Up Broadcast Service offered by 3HK;

"Viewer" means a third-party user who access to HERMES Live Platform Lite or who has paid to watch a live performance comprising the Content streamed by the Customer via the HERMES LIVE Platform;

"Content" means any content, text, images, video, audio, sound recordings, video synchronized with sound recordings and their audiovisual works, or other information or material provided, or otherwise made accessible through the HERMES Live Platform Lite;

"Registration" means successfully completion of opening an account with HERMES including without limitation acceptance of these Service Terms and "Register" or "Registering" shall take the same meaning;

"Service Terms" means these terms of use as updated by HERMES from time to time;

"We" means HERMES Live Technology Limited (and "us", "HERMES" shall have the same meaning; and

"User" or "you" means the person accessing or using the HERMES Services (and "yours" shall have the same meaning).

2. Your Account and Using the HERMES Live Platform Lite

- a. The platform is for your personal use only and you are not entitled to transfer your rights or duties detailed herein to a third party. You will need to Register and the information you provide to us during your Registration and further upon using the platform has to be true, accurate, and complete in all respects, and you agree to ensure that it remains to be the case at all times. You agree not to impersonate other individuals and to refrain from choosing names that are offensive or that violate the legal rights of others. HERMES reserves the right to cancel your account, or prevent or suspend your access to the platform in the event of violations of this clause and/or the Service Terms.

- b. You are not entitled to use the platform and access the Content unless you have the power to enter into a binding contract with us and are not barred from doing so under any applicable laws.
 - c. You agree that you are solely responsible for:
 - i. All the activity on your account;
 - ii. All costs and expenses you may incur in relation to your use of the platform; and
 - iii. Keeping your password and other Account details confidential.
3. Your Privacy and personal information
- a. Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our privacy policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint related to the use of your personal information.
 - b. Our privacy policy, which will be updated from time to time, is available at [<https://lite.hermeslive.com/Privacy>] (the “privacy policy”).
4. Our Intellectual Property
- a. HERMES retains all ownership and other intellectual property rights and interests in and relating to any and all object and source code, designs, ideas, know-how, methodologies, technologies, techniques, viewership data and documentation materials created, developed or used in HERMES Services or derivative works thereof.
5. Your Intellectual Property
- a. You retain ownership of any intellectual property rights that you hold in your Content. However, to enable the services we do require you to grant certain rights to us. When you submit Content to the platform or via the HERMES Services, you agree to the following terms:
 - i. You give HERMES a worldwide license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes we make so that your Content works better with our services), communicate, publish, publicly perform, publicly display such Content. The rights you grant in this license are for the limited purpose of operating, promoting and improving our services, and to develop new ones. The license continues even if you stop using our services. Make sure you have the necessary rights to grant us this license for any content that you submit to platform.
 - ii. You are solely responsible for all submissions that you post or upload. We are not responsible for any submissions nor do we endorse any opinion contained in any submission. You agree that if anyone bring a claim against us related to any submission that you post or upload, then, to the extent permissible under applicable laws, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable attorney fees and costs) arising out of such claim.
 - iii. You have obtained and will continue to maintain all necessary consents and licences for any live broadcasting even (including but not limited to those in relation to copyright, public performance right and publishing right from the relevant collecting societies).
6. Fees and Payments
- 3HK will invoice and collect on our behalf the service charges from you for your use of HERMES Services. We or 3HK will collect the pay-per-view charges from Viewers for onward payment to you after deduction of the relevant collection fee and other applicable charges.
7. Restrictions
- When you use the HERMES Live Platform Lite, you may not (or attempt to):
- a. use the platform in an illegal manner or for an illegal purpose;
 - b. share your account password with someone else or otherwise allow them to access any HERMES Services pay-per-view event;
 - c. copy, sell, rent, or sublicense any Content to any third party apart from the Viewers who have paid for the ticket event;
 - d. circumvent, reverse-engineer, modify, disable, or otherwise tamper with any security technology that HERMES uses to protect the HERMES Services (including pay-per-view service) or encourage or help anyone else to do so;
 - e. access the HERMES Services other than by means authorized by HERMES; or
 - f. remove any proprietary notices or labels on HERMES Services or any part thereof.

8. Disclaimer of warranties and limitation of liability

- a. In no event shall HERMES be liable for (i) economic loss which shall include loss of profit, business revenue, goodwill and anticipated savings; (ii) damages in respect of special, indirect or consequential loss or damage of any kind; and/or (iii) any claim made against Customer by any third party or person.
- b. Without prejudice to other terms and notwithstanding any provisions which may suggest to the contrary, HERMES's maximum aggregate liability under or in connection with the service to you, tort (including negligence) or otherwise, including under any indemnity, shall in no circumstances exceed the amount of the service charges paid by you pursuant to your use of HERMES Services.

9. Events beyond our control

HERMES shall be under no liability in respect to any failure of network operation, loss of software, application programs or computer held data of any kind or any other defect arising out of any acts, omissions or negligence of any third party (including but not limited to those of HERMES, its employees, agents or sub-contractors) which is beyond HERMES's reasonable control.

10. Rights of third parties

No one other than a party to these Service Terms has any right to enforce any of these Terms.

11. Variation

HERMES reserves the right, at sole discretion, to modify or replace any of the terms in these Service Terms, or change, suspend, or discontinue the HERMES Services (including without limitation, the availability of any feature, database, or content) at any time. In addition, some services offered through the platform may be subject to additional terms and conditions promulgated by HERMES from time to time; and your use of such services is subject to those additional terms and conditions, which are incorporated into these Service Terms. However, changes addressing newly available features of the HERMES Services may be effective immediately. Changes will only apply going forward. Our updated Service Terms will be displayed on the platform and by continuing to use and access the platform following such changes, you agree to be bound by any variation made by us. An online and current version of the terms and conditions can be found at link - [<https://lite.hermeslive.com/Terms>].

12. Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by HERMES. HERMES has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that HERMES shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services. We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

13. Governing Law

These Terms shall be governed and construed in accordance with the laws of Hong Kong, without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

14. Severability

If any clause in these Service Terms (or part thereof) is or become illegal, invalid or unenforceable under applicable laws, but would be legal, valid and enforceable if the clause or some part of it was deleted or modified (or the duration of the relevant clause reduced), the relevant clause (or part thereof) will apply with such deletion or modification as may be required to make it legal, valid and enforceable, and the parties will promptly and in good faith seek to negotiate a replacement provision consistent with the original intent of the Service Terms as soon as possible.

Privacy Policy of HERMES Live Platform Lite

HERMES Live Technology Limited ("us", "we", or "our") operates the HERMES Live Platform Lite (the "Service").

This page informs you of our policies regarding the collection, use and disclosure of Personal Information when you use our Service.

We will not use or share your information with anyone except as described in this Privacy Policy.

We use your Personal Information for providing and improving the Service. By using the Service, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meanings as in our Terms and Conditions.

Information Collection And Use

While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you. Personally identifiable information may include, but is not limited to, your email address, name, phone number, postal address, other information ("Personal Information").

Log Data

We may also collect information that your browser sends whenever you visit our Service or when you access the Service by or through a mobile device ("Log Data").

This Log Data may include information such as your computer's Internet Protocol ("IP") address, browser type, browser version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages and other statistics.

When you access the Service by or through a mobile device, this Log Data may include information such as the type of mobile device you use, your mobile device unique ID, the IP address of your mobile device, your mobile operating system, the type of mobile Internet browser you use and other statistics.

In addition, we may use third party services such as Google Analytics that collect, monitor and analyze this type of information in order to increase our Service's functionality. These third party service providers have their own privacy policies addressing how they use such information.

Location information

We may use and store information about your location, if you give us permission to do so. We use this information to provide features of our Service, to improve and customize our Service. You can enable or disable location services when you use our Service at anytime, through your mobile device settings.

Cookies

Cookies are files with small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web site and stored on your computer's hard drive.

We use "cookies" to collect information. You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service.

Behavioral Remarketing

We may use remarketing services to advertise on third party web sites to you after you visited our Service. We, and our third party vendors, use cookies to inform, optimize and serve ads based on your past visits to our Service. Below are a few examples:

- Google

Google AdWords remarketing service is provided by Google Inc.

You can opt-out of Google Analytics for Display Advertising and customize the Google Display Network ads by visiting the Google Ads Settings page: <https://www.google.com/settings/ads>

Google also recommends installing the Google Analytics Opt-out Browser Add-on - <https://tools.google.com/dlpage/gaoptout> - for your web browser. Google Analytics Opt-out Browser Add-on provides visitors with the ability to prevent their data from being collected and used by Google Analytics.

For more information on the privacy practices of Google, please visit the Google Privacy & Terms web page: <https://www.google.com/intl/en/policies/privacy/>

- Twitter

Twitter remarketing service is provided by Twitter Inc.

You can opt-out from Twitter's interest-based ads by following their instructions: <https://support.twitter.com/articles/20170405>

You can learn more about the privacy practices and policies of Twitter by visiting their Privacy Policy page: <https://twitter.com/privacy>

- Facebook

Facebook remarketing service is provided by Facebook Inc.

You can learn more about interest-based advertising from Facebook by visiting this page: <https://www.facebook.com/help/164968693837950>

To opt-out from Facebook's interest-based ads follow these instructions from Facebook: <https://www.facebook.com/about/ads/#568137493302217>

Facebook adheres the Self-Regulatory Principles for Online Behavioral Advertising established by the Digital Advertising Alliance. You can also opt-out from Facebook and other participating companies through the Digital Advertising Alliance in the USA <https://www.aboutads.info/choices/>, the Digital Advertising Alliance of Canada in Canada <https://youradchoices.ca/> or the European Interactive Digital Advertising Alliance in Europe <https://www.youronlinechoices.eu/>, or opt-out using your mobile device settings.

For more information on the privacy practices of Facebook, please visit Facebook's Data Policy: <https://www.facebook.com/privacy/explanation>

Service Providers

We may employ third party companies and individuals to facilitate our Service, to provide the Service on our behalf, to perform Service-related services or to assist us in analyzing how our Service is used.

These third parties have access to your Personal Information only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

Communications

We may use your Personal Information to contact you with newsletters, marketing or promotional materials and other information that may be of interest to you. You may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send or by contacting us.

Compliance With Laws

We will disclose your Personal Information where required to do so by law or subpoena or if we believe that such action is necessary to comply with the law and the reasonable requests of law enforcement or to protect the security or integrity of our Service.

Security

The security of your Personal Information is important to us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Information, we cannot guarantee its absolute security.

International Transfer

Your information, including Personal Information, may be transferred to – and maintained on – computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction.

If you are located outside Hong Kong and choose to provide information to us, please note that we transfer the information, including Personal Information, to Hong Kong and process it there.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

Links To Other Sites

Our Service may contain links to other sites that are not operated by us. If you click on a third party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over, and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

Children's Privacy

Our Service does not address anyone under the age of 13 ("Children").

We do not knowingly collect personally identifiable information from children under 13. If you are a parent or guardian and you are aware that your Children has provided us with Personal Information, please contact us. If we become aware that we have collected Personal Information from a children under age 13 without verification of parental consent, we take steps to remove that information from our servers.

Changes To This Privacy Policy

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

GDPR Compliance Statement

General Data Protection Regulation (GDPR)

The European Union's (EU) General Data Protection Regulation (GDPR) is effective from May 25, 2018. The GDPR is a new regulation that enables greater data protection for individuals across the Europe, which the EU citizens have a degree of control over their personal data and the regulation governs the companies controlling or processing the data.

HERMES Live Technology Limited ("we", or "our") is taking appropriate measures towards GDPR to help ensure our customers benefit from increased control and clarity with the consent to process the personal data and with the compliance to the GDPR.

Our Commitment

HERMES Live Technology Limited as a Data Processor, is committed to comply with the GDPR regulations with the following principles:

Due diligence - We are committed to comply with the GDPR regulations, process personal information fairly and lawfully and will be aware of the law changes to the GDPR

Consent for processing data - We will only process the personal data on behalf of the customer with the consent from the customer

Data retention - We will only store the personal data within the agreed data retention period

Right to be Forgotten - EU citizens have their rights to erase the personal data when it is no longer being processed

Data breaches reporting - We will notify a personal data breach to the supervisory authority (i.e. Data Protection Controller) and the customer in the event of data breaches

Children - We do not engage in any children related business hence no data processing activity for the child is carried out

Data Subject Rights under GDPR

In response to the key changes for the data subject rights under GDPR, we have made several adjustments associated with the personal data:

Breach Notification

We will notify the supervisory authority (i.e. Data Protection Controller) and the customers within 72 hours without undue delay after first becoming aware of a data breach. For the details, please see the Data Breaches Reporting section below.

Right to Access

We will obtain the confirmation from the customers (i.e. Data Controller) for any personal data being processed and explain where and what purpose of processing the data to the customers.

Right to be Forgotten

We will erase the personal data and cease further dissemination of the data after the agreed data retention period or upon requests.

Data Portability

We will provide a method for the data portability to transmit the personal data to another controller in a human readable format.

Privacy by Design

We will take the privacy into our system design such that the data absolutely necessary for the completion of its duties (data minimization) is held and processed and the system limits the access to personal data to those needing to act out the processing.

Our Compliance Plan

In order to be GDPR compliance, there is a collaborative effort between HERMES Live Technology Limited and the customers: We have the Data Processor responsibility while the customer has the Data Controller responsibility. We take the customers' compliance requirements, privacy and security seriously.

For the compliance, we periodically review and update our internal process, privacy policies and system. We liaise with our vendors and suppliers to ensure both the Data Controller and Data Processor comply with the GDPR regulations.

Regarding the privacy, we respect and understand the importance of the privacy and we have updated our [Privacy Policy](#) and [Terms and Conditions](#) in line with the GDPR requirements. On the other hand, we assess any risks associated with privacy for our vendors holding personal data.

As with the data security and protection, we are in the process of obtaining the accredited ISO/IEC 27001 for the Information Security Management in 2020 to maintain industry standard security over the data it processes, which will be managed by the Certified Information System Security Professionals (CISSP).

Data Breaches Reporting

We have appropriate procedures in place to detect, report and investigate a personal data breach (i.e. a security breach that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed). In the event of data breaches, we will notify the breach incident to the supervisory authority (i.e. Data Protection Controller) and the customer. The following information of the breach incident shall be provided:

- The contact details of the responsible person for the data protection compliance
- The detailed description of the breach incident (e.g. date, time, victims, reason, etc.)
- Any remedial action taken to mitigate the effects of the breach incident when a personal data breach is detected

Data Protection Officer

There is no Data Protection Officer as we are not public authorities or organizations that engage in large scale systematic monitoring nor large scale processing of sensitive personal data.

Changes to This Statement

We may update this statement from time to time. We will notify you of any changes by posting the new statement on this page. For more information regarding the privacy of personal data, please visit our [Privacy Policy](#).

You are advised to review this statement periodically for any changes. Changes to this statement are effective when they are posted on this page.

Addendum II Warranty

Warranty for HERMES Live Encoder Lite

HERMES Live Encoder Lite is covered by a one-year hardware warranty commencing from the date Supplier notifies Customer that Customer is able to activate the HERMES Live Encoder Lite by the Customer, and an additional one-year hardware inspection warranty for the second year.

The one-year hardware warranty covers manufacturing defect and normal wear and tear. Inspection, repair and maintenance, and/or return and replacement of HERMES Live Encoder Lite or its parts is covered under the warranty. Supplier offers repair and maintenance or return and replacement of the HERMES Live Encoder Lite or its parts at its option. Damage resulting from causes other than manufacturing defect and normal wear and tear, such as but not limited to physical damage to hardware, water damage, improper use, maintenance and repair by non-Supplier personnel, usage and/or modification of HERMES Live Encoder Lite with other devices, and accidental or intentional damage are not covered.

The hardware maintenance warranty for the second year covers inspection only. In case of failure of the hardware, only free inspection is provided at the option of Supplier. Spare parts, replacement and/or repair work are not included and are provided at the cost of the Customer.

The Warranty will be immediately voided in entirety if Supplier finds or reasonably suspects that the HERMES Live Encoder Lite has been physically opened or altered, or if any parts of the operating system or internal/external/third-party software components has been altered, installed/uninstalled, or otherwise compromised by the Customer.

Customer shall contact Supplier by email to lite@hermeslive.com for arrangement of inspection under the Warranty, where Customer shall bring the HERMES Live Encoder Lite to a designated location in Hong Kong as advised after contacting the Supplier. Lead time for repair is subject to checking result and may vary case by case, and Customer will be advised on the pick-up location in Hong Kong after the inspection or repair.