



「5G LIVE Up」直播方案之有關條款及細則:

1. 「5G LIVE Up」直播方案(“服務”)是一個專業的串流直播方案，借助 3 香港流動網絡及電訊商規格「端對端優化」技術，以進行直播和網上售票。
2. 此服務包含以下內容：
 - (i) 每月最高 100GB 流動數據量
 - (ii) 客戶每月最多共 300 小時觀看和直播時間，客戶之觀眾可經「開眼界」直播平台 Lite 觀看任何串流直播。當用量不足一小時亦會於每月結算時作一小時計算。例如，客戶於該月份內使用了 1.2 直播小時，並有 2 位觀眾，其總用量將為 3.6 小時，因為觀看時間包括觀眾及客戶之總小時。每月任何未經使用的部分或全部 300 小時將會失效，並不能累計至下一個月份。
 - (iii) 「開眼界」直播平台 Lite 及按次付費功能由開眼界直播科技有限公司(“HERMES”)提供及管理。使用「開眼界」直播平台 Lite 需先啟動「開眼界」直播編碼器 Lite。客戶必須先以 3 香港登記的相同電郵於 HERMES 經電郵附上之指定網頁內註冊以啟動並配對「開眼界」直播編碼器 Lite。客戶需同意於條款 15 所提及的 HERMES 條款及細則，以開始使用直播活動和按次收費功能。

HERMES Live Operator 可於 App Store/ Google Play 下載。華為裝置可以應用程式工具包直接下載，無須透過 Google Play。

於香港或境外下載 HERMES Live Operator App 均會消耗數據用量
 - (iv) 每月可享的數據用量及觀看和直播時間將根據服務開始日期計算(已於條款 4 註釋)
3. 訂閱服務將根據以下條款
 - (i) 月費 HK\$388 需簽訂最少 24 個月合約期 (“最少合約期”)及 5G SIM 計劃 (“5G SIM”)，並享有每月 100 GB 流動數據量。

當流動數據用量達至 5G SIM 之可用用量 100%，自動增值數據會即時生效及以短訊通知，並以 HK\$20/3GB 自動增值。每月自動增值數據費用額度(“增值額度”)為 HK\$ 3,000 元。3 香港有權調整每月增值額度而無須向客戶事先通知。當自動增值數據費用超過增值額度之前，會以短訊、電郵或電話(如適用)通知客戶。當自動增值數據費用超過增值額度，3 香港有權隨時取消或暫停此服務而不作另行通知。

增值額度於每月 3 香港相關賬戶賬單截數日後自動重設。
 - (ii) 此月費與自動增值數據費與條款(iii) 及 (v) 的服務收費將以同一服務開始日期以作計算付款日期及其到期日期。

- (iii) 月費 HK\$600 並需簽訂最少合約期，以使用「開眼界」直播平台 Lite 按次付費功能及每月共 300 小時的觀看和直播時間。
- (iv) 「開眼界」直播編碼器 Lite 的價格為 HK\$7,200 (一次性付款)。如客戶申請服務時未有「開眼界」直播編碼器 Lite 現貨，需預繳 HK\$7,200。
- (v) 行政費為每月 HK\$18
- (vi) 當客戶總直播時間及觀眾觀看時間每月累積超過 300 小時，其後收費為每小時 HK\$ 2，其後每小時將會以條款 2(ii)內列明之方式計算。
- (vii) 每張按次收費的售票(如適用) 將徵收 6% 或\$10的手續費，以較高者為準。3 香港有權保留、扣減客戶售票收入以支付或抵銷客戶任何有責任而尚未繳付 3 香港的費用。任何關於售票的爭議 (包括退款) 將由客戶及其觀眾直接解決；3 香港並不會安排或參與有關事宜。

3 香港預期於直播活動完結後 40 個工作天內，將扣除上述提及的手續費然後以支票形式支付並郵寄至客戶賬單登記之地址及名稱。HERMES 將以電郵顯示其活動的售票數量和相關總售票收入。

3 香港將根據上述條款 (i) 至 (vi) 及下列條款 6 直接徵收客戶費用，3 香港或 HERMES (3 香港的票務代理) 將徵收客戶於條款(vii)列明之費用。

上述條款(i) 提及的月費 HK\$ 388 為原來月費 HK\$ 418 扣除 HK\$30 回贈後的淨月費，於合約期內月費回贈將按月回贈於客戶帳戶。合約到期後的月費將以原來計劃費用(或當時計劃費用) 徵收。

客戶申請服務計劃時須預繳 HK\$ 100 SIM 咭費用，並在第一期帳單上退還款項。

- 4. 服務生效日期以(a)客戶擁有「開眼界」直播編碼器 Lite 並以 HERMES 通知客戶可啟動「開眼界」直播編碼器 Lite 的日期為服務生效日期，此日期不受客戶實際透過 HERMES 電郵之指定網頁以進行配對和啟動服務之日期影響 或 (b)在 3 香港通知客戶可領取「開眼界」直播編碼器 Lite 的第 7 天(以較早者為準)為服務生效日期 (“服務開始日期”)。此外，5G SIM 咭亦會於服務開始日期同步生效。

服務一旦以任何理由或原因暫停或取消，「開眼界」直播編碼器 Lite 將不能繼續透過 HERMES Live Operator 應用程式使用。

- 5. 客戶可自選於同一合約期內於 3 香港以月費 HK\$98 購買 5G 流動 WiFi 用戶終端裝置 (“5G 路由器”)，路由器需配置 5G SIM 咭使用。客戶須以信用卡自動轉賬繳付，客戶登記姓名必須與持卡人之姓名相同。
- 6. 客戶可自選 Net+ LIVE 服務(“Net+ LIVE”)，月費為 HK\$78。須簽訂最少 12 個月之固定合約期及因應選購此服務適用之條款細則，Net+ LIVE 須簽訂之固定合約期可能須就此服務之剩餘合約期延長 (如適用)。當合約期完結後，除非客戶終止服務，3 香港將繼續向客戶提供 Net+ LIVE 服務並以 HK\$128 按月收費。
- 7. 假若客戶要求或 3 香港因客戶過失，而導致服務出現取消或終止情況，客戶須同意繳付 3 香港估算可能蒙受的实际損失，其違約金的金額為於條款 3 (i), (iii),(v)及條款 6 列明的累積月費；及如適用，5G 路由器剩餘合約期之總費用。違約金將於其取消或終止服務當日即時繳付。

8. 3 香港並不會保證第三方(包括 HERMES)所提供之服務、硬件或軟件運作能完全合乎客戶期望。客戶有絕對責任承擔硬件(包括「開眼界」直播編碼器 Lite 及 5G 路由器)使用時可能發生的任何損失及損壞。「開眼界」直播編碼器 Lite 只限香港境內使用及運作。
9. 除條款 21 列明的情況，3 香港並無對服務、軟件或硬件(包括「開眼界」直播編碼器 Lite 及 5G 路由器)作出保證，無論是明示或默示保證；3 香港並不會對客戶或任何第三方(包括客戶直播中的任何觀眾)有關失敗、故障或不履行或其他任何行為負責。3 香港明確拒絕所有默示保證，包括默示其可銷售性擔保，對某特定用途的適用性，產權或非侵犯第三方權利。
10. 所有應繳付的月費在任何情況下均不會退還，不論是全額或按比例退還。當服務期限少於一個月，其服務亦會按整月費計算。
11. 此服務只適用 3 香港 5G 流動後付客戶，即條款 3 提及的 5G SIM 服務。
12. 按條款 7，客戶必須在服務結算日前不少於 7 天致電 3 客戶服務熱線 1033 以終止服務。服務的終止將於收到服務終止通知後立即生效，客戶仍可繼續在已繳費的月費期限內使用服務(視情況而定)，其相關月份之月費將不會退還，包括全額或任何按比例原則。
13. 當合約期屆滿後，3 香港將繼續提供此服及按當時月費收取費用，3 香港可不定時調整收費。
14. 保留客戶數據(包括串流直播活動) 並不屬於服務內容。3 香港不會保存「開眼界」直播平台 Lite 之資料，因此，3 香港將不會承擔客戶在「開眼界」直播平台 Lite 所存有資料流失的責任。
15. 客戶訂閱及使用「開眼界」直播平台 Lite 的服務，即客戶同意遵守 HERMES 之條款及細則(包括私隱條款和一般資料保護規範)(收錄於附錄[I]) (“HERMES 條款及細則”)。此 HERMES 條款及細則為客戶與 HERMES 就「開眼界」直播平台 Lite 使用的協議。3 香港並不會承擔任何由「開眼界」直播平台 Lite 衍生及使用其平台所衍生的責任。客戶於啟動「開眼界」直播編碼器 Lite 之前需閱讀及確認客戶明白及接受 HERMES 登記網頁之條款及細則。
16. 成功申請啟用訂閱此服務之客戶受此服務之條款及細則約束，同時受 3 香港之 3G、4G LTE 及 5G 服務使用條款所約束，詳情請瀏覽 <http://www.three.com.hk/> → 條款及細則 → 3G、4G LTE 及 5G 服務使用條款。若此服務於此文件內之條款及細則與 3 香港之 3G、4G LTE 及 5G 服務使用條款有所抵觸，則以前者為準。
17. 3 香港力求時刻為你提供 3 服務。不過，現時僅限於「3 網絡」的覆蓋範圍內方可接收 3 服務。在「3 網絡」的覆蓋範圍內，你在某些地區或許只能接收有限的 3 服務或無法享用 3 服務。3 香港不能保證服務絕無瑕疵。在某些情況下，你或會未能繼續使用 3 服務，或是訊息未能傳送給你以致你無法接收訊息，又或是服務質素受影響，例如：
(a) 我們有必要對「3 網絡」或 3 服務進行升級、維修或其他工作；或 (b) 基於我們無法控制的因素，例如你的手機或其他裝置的性能或功能問題、監管規定、容量不足、其他供應商和內容供應商的服務中斷、其他通訊網絡產生故障、天氣影響、受到山、隧道或其他實質障礙物引致的無線電干擾現象。
18. 客戶承諾客戶已經獲取及將繼續持有任何直播活動中(包括但不限制於相關協會的版權，公眾表演權和出版權)有需要的許可和牌照，以使用這服務時不會對第三方造成任何侵權。

19. 客戶同意 3 香港向 HERMES 提供客戶流動戶口號碼，電郵地址，月結單截數日及編碼器序號，以啟動及提供服務。
20. 客戶完成訂閱服務後預期 6 星期內可領取「開眼界」直播編碼器 Lite 及 5G 路由器(如適用)。此領取日期可能受存貨量或任何 3 香港無法控制的因素所影響。
21. HERMES 直播編碼器 Lite 之保養服務將由 HERMES 提供，惟仍須遵守附錄[II]隨附的規範和保養服務中規定的條款及細則。保養期將由 HERMES 通知客戶能夠啟動「開眼界」直播編碼器 Lite 的日期開始。
22. 兩者如有歧異，概以英文本為準。
23. 客戶可透過以下途徑得到客戶服務支援：
 - (i) 專用網址 <https://lite.hermeslive.com>
 - (ii) 商業 Whatsapp 98415766
 - (iii) Twitter 帳戶 (公告) <https://twitter.com/HermesLite>
 - (iv) 電郵查詢帳戶 lite@hermeslive.com

附錄[I] “HERMES 條款及細則”

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 -[\[https://lite.hermeslive.com/Terms\]](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.

附錄[II]隨附的規範和保養服務中規定的條款及細則

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.