



## **TERMS AND CONDITIONS AGREEMENT**

These terms and conditions ("Terms") govern your access to and use of the website, web or mobile applications, products, and services (collectively, "Services") provided by Blackbox Works Ltd. ("Blackbox", "Company", "we", "us" or "our"). By using (includes accessing) the Services, you agree to be bound by these Terms, which constitute a legally binding agreement ("Agreement") between you and the Company. If you do not agree, you must discontinue use immediately.

You represent and warrant that:

- All information provided to the Company is accurate, complete, and up to date. You agree to promptly update such information if any changes occur.
- You have the legal right and authority to use the Services, whether on your own behalf or on behalf of a third-party beneficiary.

Your use of the Services is subject to our [Privacy Policy](#), which explains how we collect, use, and protect your personal data. By using the Services, you consent to such processing in accordance with the Privacy Policy.

Fees for Services are listed under [Annex 1](#), and may be revised from time to time at the sole discretion of the Company.

The Company reserves the right to modify these Terms at any time. Continued use of the Services after changes constitutes acceptance of the revised Terms.

### **1. Parties to the Agreement**

This Agreement is entered into between the following parties:  
Blackbox Works Limited, a company incorporated in Hong Kong

("Blackbox", "Company", "we", "us" or "our"); and

You, the customer intending to use or using the Company's services ("Customer", "you" or "your").

### **2. Definitions**

In this Agreement, unless the context requires otherwise, the following terms shall have the following meanings:

- "Services" means all or any services and products that the Company may offer from time to time, including website, web or mobile applications.
- "Fees" includes the fees and charges listed under [Annex 1](#) and/ or otherwise specified by the Company from time to time.
- "Delivery" (or "deliveries") includes, but is not limited to:
  - Supply of empty boxes,
  - Collection of packed boxes/items,
  - Follow-up collections,
  - Distribution of packed boxes/items,
  - Collection of empty boxes, and
  - Any other related delivery services.
- "Box(es)" refers to storage containers provided by Blackbox.
- "Goods" or "Item(s)" means articles entrusted to the Company for storage, whether packed in Boxes or otherwise.
- "Website" means the Company's official website ( [www.blackbox.com.hk](http://www.blackbox.com.hk) ), any other website through which the Company promotes or provides our Services, or any successor URLs.

### **3. Registration and Account**

#### **3.1 Account Creation**

To use our Services, you agree to register and create an Account with us. To apply for an Account, you agree to provide accurate and up-to-date personal information (including full name, email address, mobile number, and address) as required during registration. In accordance with our Privacy Policy, you are solely responsible for maintaining the completeness and accuracy of such information.

#### **3.2 Account Security**

Upon registration, you will create a username and password ("Login Credentials"). You must:

- Keep your Login Credentials confidential;
- Take all reasonable measures to prevent unauthorized access to your account;
- Acknowledge that any person using your Login Credentials will be deemed authorized to act on your behalf when accessing our Services and Website; and
- Accept full responsibility for all activities conducted under your account.

#### **3.3 Unauthorized Access**



You must immediately notify Blackbox if you suspect or become aware of any unauthorized disclosure or use of your Login Credentials.

#### 3.4 Restrictions on Use

You cannot, without our prior written consent:

- Resell, sublicense, or transfer any Services to any third party; or
- Represent or act on behalf of the Company in any capacity.

### 4. Storage of Goods

#### 4.1 Ownership

- You warrant that throughout the term of this Agreement, all Goods remain your property or that you have explicit authorization from the owner of the Goods to use Blackbox's services.

#### 4.2 Blackbox's Property

- All Box(es) provided by Blackbox remain the Company's property.

#### 4.3 No Suitability Guarantee

- Blackbox does not guarantee that its storage facilities, locations, or methods are suitable for any specific goods.
- You acknowledge and agree to Section 17.

#### 4.4 Weight & Size Limits (Door-to-Door Box Plan) to Goods

You acknowledge and agree to comply with the following:

- BB31 (L60 x W40 x H31cm) and BB45 (L60 x W40 x H45cm) Boxes: Max 25 kg per box.
- BBL Bulky Items:
  - Total dimensions (L+W+H) ≤ 180 cm; single side ≤ 130 cm.
  - Max 25 kg, must be easily movable by one person.
- BBLX Oversized Items:
  - Total dimensions (L+W+H) ≤ 230 cm; single side ≤ 190 cm.
  - Max 25 kg, must be easily movable by one person.
- Packaging Requirements:
  - Goods must be securely packed with protective materials.
  - Boxes must be sealed with Blackbox-provided security seals.

#### 4.5 Prohibited Items

Blackbox does not accept and you must not use our Services for any Prohibited Items (as listed in [Annex 2](#)).

#### 4.6 Fragile Items

Blackbox does not recommend use of our Services for any Fragile Items.

- Fragile Items include but are not limited to glasses, ceramics, mirrors, electronics, collectables, any items that are easily damaged.
- On engaging us, you waive all claims for damage (e.g., scratches, breakages).

#### 4.7 Vacuum-Sealed Bags

- Not advised: Risk of overloading, leaks, or dust contamination.
- If used, you accept all risks.

#### 4.8 Mold Disclaimer

- Storage conditions: temperature and humidity regulated on our reasonable efforts.
- Blackbox is not liable for natural mold, mildew or similar microorganism growth.

#### 4.9 Inspection Rights

- Blackbox may open and inspect your boxes without notice if:
  1. Suspected Prohibited Items (Section 4.6).
  2. Required by law enforcement/court order.
  3. Safety risks to people/property.
  4. Management discretion of Blackbox.
- Any costs or losses incurred by us or associated with inspections shall be borne by you.

#### 4.10 Refusal/Return

- Blackbox may refuse/return Goods posing safety risks or conflicting with Section 4.1, 4.4 or 4.6.

#### 4.11 Facility Access

- No access allowed to storage facilities for security reasons.

### 5. Delivery and Collection

You acknowledge and agree to comply with/ be responsible for the following:

#### 5.1 Access and Parking

- You must ensure safe and legal access for Blackbox or its carriers to your premises, including parking facilities.
- Items must be placed on the ground floor or within easy elevator access for pickup.
- Additional fees may apply for staircase handling. Refer to [Annex. 1](#). (you are responsible for confirming costs in advance).



- 5.2 Packing Requirements
  - Goods must be securely packed to prevent:
    - Leakage, spillage, or contamination;
    - Damage to Blackbox property, staff, agent or other stored items.
- 5.3 Damage Reporting
  - Any damage during delivery must be reported within 24 hours of delivery.
  - Failure/ delay to report voids any later claims.
- 5.4 Appointment Policy
  - Advance booking required for deliveries/collections. You or an authorized representative must be present during deliveries/collections.
  - Changes/Cancellations:
    - Door-to-Door Box Plan: Notify Blackbox before 3 PM, 1 business day in advance.
    - Late Changes fees and No-Show fees apply.
- 5.5 Liability Limitations

Blackbox is not liable for cancellations/delivery failures due to:

  - Resource allocation issues, scheduling conflicts;
  - Weather, traffic, or force majeure events (see Section 14).
- 5.6 Rejected Items
  - Items violating Section 4.6 or conflicting with Section 4.1 will be refused, incurring failed delivery fees.
- 5.7 Storage Box Policy
  - Empty boxes must be returned within 7 days of initial delivery, and Blackbox Empty boxes fees apply.
- 5.8 Booking Window
  - Door-to-Door Box Plan: Book at least 1 business days in advance (by 3 PM).
- 5.9 Service Areas
  - Covers Hong Kong Island, Kowloon, New Territories (residential/commercial).
  - Excludes: Outlying Islands (except Tung Chung/airport), restricted zones, or areas inaccessible by vehicle.
- 6. Restrictions**
- 6.1 You agree not to:
  - 6.1.1 Use the Services for any illegal, fraudulent purposes, or in any way that may result in unlawful or fraudulent outcomes or otherwise prejudice Blackbox in any way.
  - 6.1.2 Resell, sublicense, or transfer the Services to any third party without prior written consent from Blackbox, or represent Blackbox in any capacity.
  - 6.1.3 Attempt to disrupt, interfere with, or gain unauthorized access to:
    - The Services or website;
    - Any servers or networks connected to the Website; or
    - Any data stored by / belonging to / controlled by Blackbox.
- 7. Payments and Fees**
- 7.1 Monthly Fees
  - You must pay Fees monthly in advance, on or before the day we collect your Boxes/ Items and recurring on the same date each month. If your monthly due date does not exist in a given month, your payment will be due on the last day of that month instead.
  - Fees must be paid in full without any set off or deductions unless otherwise agreed in writing by the Company.
- 7.2 Applicable Fees
  - All fees are as stated on the Website at the time of booking or in this Agreement (including [Annex 1](#)), and in case of discrepancy, the latest rates prevail.
- 7.3 Payment Method
  - Credit card payments only. You must provide card details in advance for automatic billing of all Fees.
  - By providing your credit card information, you authorize Blackbox Works Ltd. or our agent to automatically charge your card for all applicable fees at the beginning of your service term and upon any renewal. You certify that you are either the owner of the card or have been authorized by the owner to use it for these payments.
- 7.4 Billing Cycle
  - First month's fee: Charged at the start of the billing cycle (beginning on the day of box collection or 7 days after empty box delivery, whichever is earlier).
  - Subsequent months: Fees are charged monthly in advance.
  - Return delivery fees: Charged in full on your scheduled delivery date.
- 7.5 Payment Updates
  - To update payment details, contact Blackbox Finance:
    - Phone: (852) 2863 5888

- Email: [account@blackbox.com.hk](mailto:account@blackbox.com.hk)

#### 7.6 Right of Lien / Disposal

- If payments are overdue, we may retain Items until all Fees are settled and we have discretion to inspect Items.
- We are entitled to withhold and/ or dispose of your Items, whether in case of any payment becoming 60 days overdue or upon Termination under Section 10.

#### 7.7 Late/Non-Payment Fees

You must pay

- Stopped payment fee if any payment is stopped without our fault.
- Late fee when any payment of our Fees is not punctually paid.

#### 7.8 Disposal Fees

- You must pay Disposal Fees in the event that payment is 60 days overdue (Section 7.7) or Termination (Section 10), or on disposal request made by you, and if requested by you, you must provide a signed release agreement.

#### 7.9 Overweight Fees

- You must pay Overweight Fees if exceeding our weight limits.

### 8. Refund Policy

8.1 You must complete the minimum storage period of 1 month before terminating our Services. No refunds will be made for termination of the then-current Services period.

8.2 If the Company terminates this Agreement without 30 days' prior written notice, we will refund any prepaid monthly fees and cover the cost of returning your Items.

8.3 All other fees are non-refundable.

### 9. Limitation of Liability

9.1 You acknowledge that the Company has no knowledge of the value of the Goods stored with us. It is your responsibility to obtain adequate insurance coverage for your Goods.

9.2 You acknowledge and agree that your use of the Website and any Services is entirely at your own risk. The Company shall not be liable, in any manner, for any direct or indirect damages arising from your use of the Website or any misunderstanding of its content.

9.3 You are responsible for inspecting any Items returned to you by the Company to verify whether they are lost or damaged. If you believe any Items are lost or damaged, you must notify Blackbox within 24 hours of delivery. The Company reserves the right to inspect the Boxes, Items, or Goods and request evidence (including photographs) of any alleged damage or loss before processing any claim.

9.4 You are responsible for ensuring that all Boxes, Items, and Goods are properly and securely packed with adequate protection for delivery/ storage. The Company shall not be liable for any loss, delivery errors, or damage resulting from:

- Inadequate or improper packaging or protection;
- Natural deterioration over time;
- The fragile nature of stored Items;
- Any inherent defects in the Goods; or
- Confiscation or seizure of Goods for legal reasons.

9.5 In no event shall the Company's total liability for any Box, Item, or stored Goods (whether under an insurance claim or otherwise) exceed the lesser of:

- (i) The original cost of the lost or damaged Goods;
- (ii) The current replacement cost of the Goods at the time of the claim; or
- (iii) A maximum reimbursement of HKD \$1,000 per BB31 Box, BB45 Box, BBL Item, or BBLX Item.

A claim must be made with proof of loss or damage, as well as documentation of the replacement cost or original cost of the Goods.

9.6 When processing a claim, Blackbox is entitled to request evidence of the original cost and/or current replacement cost of the Items in the Box and/or stored Goods and refuse the claim if evidence is absent or insufficient.

9.7 Nothing in this Agreement shall affect or limit any of your statutory rights as a consumer.

### 10. Termination

10.1 You may terminate this Agreement at any time by requesting the return of your Items stored with the Company provided that you must have already settled all outstanding fees due to us.

10.2 We may terminate this Agreement for any reason by providing you with at least 30 days' prior written notice. In such cases, the Company will refund any prepaid monthly fees and arrange for the return of your Items at our expense.

10.3 We may terminate this Agreement immediately upon written notice to you if:

- 10.3.1 You fail to pay any amount due by the due date; or
- 10.3.2 You breach any terms of this Agreement.

10.4 Upon termination, you must contact the Company to arrange for the return of your Items at your expense within 15 days of the termination notice. If you fail to do so for any reason, we may dispose of your Items in accordance with Section 7.



## **11. Intellectual Property**

- 11.1 We have ownership of all intellectual property rights associated with our Website and Services, including but not limited to applicable copyrights, patents, trademarks, and other proprietary rights, except for any intellectual property of a third-party that we may reference on the Website or work with in providing the Services.
- 11.2 You are not allowed to use, copy or modify our intellectual property without our prior written approval.

## **12. Privacy**

- 12.1 The Company will only use your personal information in accordance with our Privacy Policy which is available on our website and may be updated from time to time. Please take time to review the Privacy Policy as it contains important terms governing our handling of your information.
- 12.2 To provide efficient and timely Services, the Company may use location-based services. Any information collected through such services shall be obtained and stored in compliance with our Privacy Policy. By accepting these terms, you consent to our use of location services.
- 12.3 Customer information, along with aggregated and anonymized business data, may be transferred between Blackbox Works Limited and K. C. Dat Limited (Parent Company) for operational and billing purposes. You acknowledge and agree that such transfers may occur, and that Blackbox Works Limited or K. C. Dat Limited may continue to process your personal data in accordance with these Terms and Conditions and the Privacy Policy.

## **13. Subcontracting and Assignment**

- 13.1 Blackbox may, at any time and without requiring your consent, subcontract, delegate, or assign any or all of its rights and obligations under this Agreement to any third party or agent.
- 13.2 You are expressly prohibited from subcontracting, delegating, assigning, or sublicensing any of your rights and obligations under this Agreement, whether for commercial benefit or otherwise.
- 13.3 This Agreement shall be binding upon your personal representatives and successors.

## **14. Force Majeure and Severe Weather**

- 14.1 We shall not be liable or responsible for any failure or delay to perform the Services if such failure or delay is caused by Force Majeure.
- 14.2 "Force Majeure" means any unforeseeable circumstances beyond our reasonable control, including but not limited to: act of god, war, threat of war, terrorist activities, political events, strikes or other labor disputes, insurrections, riots, civil unrest, act of civil or military authority, fire, storms, earthquake, flood, or other natural disasters, telecommunications network failures, power outages, computer hackings, traffic conditions, road closures, accidents, government restrictions, government announced extreme conditions, or any other unforeseen events.
- 14.3 For the avoidance of doubt, the hoisting or issuance of:
  - Black Rainstorm Warning, or
  - a Typhoon Signal No. 8 or aboveshall also be considered Force Majeure. In such cases, all services and deliveries shall be immediately suspended and shall resume as soon as reasonably practicable after the warning signal is lowered or cancelled, provided it is safe to do so.
- 14.4 In the event of Force Majeure, the Company will make reasonable efforts to promptly notify the affected party and take all reasonable measures to minimize disruption to services.

## **15. Indemnity**

- 15.1 You agree to indemnify, defend, and hold harmless the Company, our staffs, agents, suppliers directors, associated companies and business partners from and against all claims, liabilities, damages, costs, expenses, losses, and legal fees arising out of or in connection with:
  - (a) any breach of this Agreement by you; or
  - (b) any use of the Website or Services by you or any other party accessing the Website or Services through your account.This indemnity obligation shall survive the termination of this Agreement.

## **16. Notices**

- 16.1 Any notice to be given to the Company by you must be in writing and sent by email to [support@blackbox.com.hk](mailto:support@blackbox.com.hk)
- 16.2 A notice shall be deemed to have been delivered at the time the email is sent by the sender, provided that the sender does not receive a notification indicating that the intended recipient did not receive the email message.

## **17. Disclaimer Clause**

- 17.1 Blackbox provides the Website on an "as-is" and "as-available" basis, including all faults. Blackbox does not warrant that the use of the Website will be error-free, uninterrupted, or that any defects will be corrected.
- 17.2 Blackbox shall provide the Services with reasonable care and skill, substantially in accordance with this Agreement. No other promises or warranties, whether express or implied, are made by Blackbox regarding the services.



**18. Governing Law and Language**

- 18.1 This Agreement, and any disputes arising out of or in connection with this Agreement—including its subject matter, formation, or interpretation—shall be governed by and construed in accordance with the laws of Hong Kong SAR, China.
- 18.2 In the event of any discrepancy or inconsistency between the Chinese version and the English version of this Agreement, the English version shall prevail.

**19. Miscellaneous**

- 19.1 This Agreement constitutes the entire agreement between the parties concerning the subject matter and supersede and exclude all prior oral or written agreements, understandings, or arrangements between the parties. Except for the Company's Privacy Policy referenced herein, there are no representations, warranties, or agreements to which the parties have agreed that are not provided for in this Agreement. Unless expressly provided herein, no representative or agent of Blackbox is authorized to make any representations, warranties, or commitments. Unless otherwise stated in this Agreement, all amendments must be made in writing and signed by both parties.
- 19.2 The Company reserves the right to amend the terms and conditions of this Agreement from time to time. You are responsible for reviewing the terms and conditions each time you use the Services. The latest version of this Agreement will always be available at our **Website**. Your keeping a registered account with us and/ or continued use of the Company's Services shall constitute your continued acceptance of the latest version of the terms and conditions of this Agreement. If you do not accept any changes to this Agreement, you may terminate this Agreement in accordance with Section 10.
- 19.3 In case of any dispute, Blackbox shall retain the final decision-making authority.
- 19.4 The failure of Blackbox to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.
- 19.5 All terms of this Agreement shall apply equally for the benefit of Blackbox Works Limited, its parent company K. C. Dat Limited, any holding company of Blackbox, affiliates or associated companies of Blackbox (or any of the aforementioned entities), and Blackbox's third-party information providers and licensors. Each of these entities shall have the right to directly enforce the terms of this Agreement on their own behalf (however, this Agreement may be amended or revoked by Blackbox without the consent of such other parties). Subject to the foregoing, no term of this Agreement shall be enforceable by any person who is not a party to this Agreement.
- 19.6 Unless expressly provided to the contrary in this Agreement, a third party who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the laws of Hong Kong SAR, China) to enforce or to enjoy the benefit of any term of this Agreement.
- 19.7 If any competent court, arbitration body, or administrative authority determines that any provision of this Agreement is invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions, which shall remain in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable but would be valid or enforceable if part of its content were deleted, such provision shall be modified to the minimum extent necessary to make it valid and enforceable while reflecting the parties' intent.
- 19.8 In any event, all provisions of this Agreement that, by their nature, should reasonably survive termination shall remain in effect after termination, including but not limited to ownership clauses, warranty disclaimers, and liability limitations. If you use the Website or Services again, such subsequent use shall be governed by the then-applicable terms and conditions. If you use Services purchased under this Agreement, the relevant terms applicable to such Services shall survive termination.
- 19.9 Unless expressly provided to the contrary in this Agreement, each party shall maintain strict confidentiality regarding any information (whether or not technical) of a confidential nature communicated to it by the other party, for or in relation to this Agreement or the performance of this Agreement. The above shall not affect our right to use or disclose any information which
  - (a) is already in our possession prior to your disclosing it to us,
  - (b) becomes public knowledge otherwise than through our fault,
  - (c) was independently developed by us,
  - (d) was disclosed to us by a third party having lawful right to do so, or
  - (e) is required for enforcing our rights or performing our obligations under this Agreement.
- 19.10 The Company welcomes your feedback, which may be submitted via email to [support@blackbox.com.hk](mailto:support@blackbox.com.hk). By providing feedback, you acknowledge and agree that Blackbox is under no obligation of confidentiality regarding such feedback or suggestions, and that such feedback or suggestions may be incorporated into the Website or Services.