

TERMS AND CONDITIONS AGREEMENT Eng. Ver1.4

These Terms and Conditions ("**Terms**") govern your access to and use of the website, mobile applications, products, and services (collectively, "**Services**") provided by **Blackbox Works Ltd.** ("**Company**," "**we**," or "**us**"). By accessing or using 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 (available at [insert link]), 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.

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.

Door-to-Door Storage Box Plan (Charged by the Number of Items)

- | | |
|---|---------------------------------|
| • Standard storage box 60(length) x 40(width) x 31(height)cm, Maximum weight limit -25kgs | HK\$45.00 / box / month |
| • Large storage box 60(length) x 40(width) x 45(height)cm, Maximum weight limit -25kgs | HK\$69.00 / box / month |
| • Bulky items- total length not exceeding 180cm with longest single side ≤130cm. Weigh not exceeding 25kg. Must be able for lifting by one personnel. | HK\$69.00 / Item / month |
| • Oversized items – total length not exceeding 230cm with longest single side ≤130cm. Weight not exceeding 25 kgs. Must be able for lifting by one personnel. | HK\$89.00 / item / month |
| • Unused storage boxes can be returned (must be in the same condition as when delivered) | |

Delivery service and fees

• Delivery of empty boxes	Free of Charge
• Collection of boxes/bulky or oversized items (First time)	Free of Charge
• Check out and redelivery of boxes/bulky or oversized items	HK\$15.00/ box or item (Minimum \$75/ trip)
• Retrieval of boxes/bulky or oversized items (return storage boxes within 20 mins)	Free of Charge (one time every 2 months)
• Retrieval of boxes/bulky or oversized items	HK\$15.00/ box or item (Minimum \$75/ trip)
• Stair carry fee/ floor/ stored box or item	HK\$25.00/ floor

Remote Location

If the customer's designated delivery address is in a remote area, additional shipping fees will apply to cover extended distance or supplementary tunnel charges.

• Park Island (Ma wan)	HK\$60.00/trip
• Discovery Bay	HK\$200.00/trip

- The settlement period will begin on the **earlier of the following two dates**:
 - the day after the collection of the box/item, **or**
 - two weeks after delivery.
- If the customer's designated address is only accessible via stairs, a staircase handling fee of **HKD \$25 per floor per full box/item** will apply.
 - **Fee Calculation:** The system will automatically calculate the total fee based on the number of floors traversed.
 - **Payment Method:** No cash transactions will occur on-site; all charges will be processed electronically.
 - **Definition of "Floor":** Includes all stair steps between the unloading point and the building's lobby.

Carpark Fees

If the nearest available parking or loading zone to the delivery address requires a fee (e.g., paid parking, toll charges), the customer will be responsible for covering these costs.

Handling and administrative fees

If the customer requests **Black Box** to assist with additional services (e.g., measuring dimensions, packing, or assembly), additional services may apply.

1. Parties to the Agreement

This Agreement is entered into between the following parties:

Blackbox Works Limited, a company incorporated in Hong Kong with its registered office at 17/F, 3 Lockhart Road, Wan Chai, Hong Kong ("Blackbox", "the Company", "We", "Us"); and
You, the customer intending to use the Company's services ("Customer", "You").

2. Definitions

In these Terms, the following terms shall have the meanings set out below:

- **"Services"** means all or any services and products that the Company may offer from time to time.
- **"Delivery"** includes, but is not limited to:
 - Supply of empty boxes,
 - Collection of packed boxes/items,
 - Follow-up collections,
 - Distribution of packed boxes/items,
 - Retrieval of empty boxes, and
 - Any other related delivery services.
- **"Box(es)"** refers to storage containers provided by Blackbox.
- **"Goods"** or **"Items"** 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), any other website through which the Company promotes or provides its Services, or any successor URLs.

3. Registration and Account

3.1 Personal Information

You agree to provide accurate and up-to-date personal information (including full name, email address, mobile number, and residential 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; and
- Acknowledge that any person using your Login Credentials will be deemed authorized to act on your behalf when accessing our Services and Website.

You 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 may not, without our prior written consent:

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

4. Storage of Goods

4.1 Ownership

- You warrant that **all stored goods** remain your property or that you have explicit authorization from the owner to use Blackbox's services.

4.2 Blackbox's Property

- All **storage boxes** 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.

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

- **Standard Boxes:** Max **25 kg** per box.
- **Bulky Items:**
 - Total dimensions (L+W+H) ≤ **180 cm**; single side ≤ **130 cm**.
 - Max **25 kg**, must be **easily movable by one person**.
- **Oversized Items:**
 - Total dimensions (L+W+H) ≤ **230 cm**; single side ≤ **190 cm**.

- **Packaging Requirements:**

- Goods must be **securely packed** with protective materials.
- Boxes must be sealed with **Blackbox-provided security seals**.

4.5 Additional Services

- Limited **electrical device connection services** available (fees apply).

4.6 Prohibited Items

Blackbox **does not accept**:

1. **Hazardous Materials:**

- Flammables (e.g., adhesives, aerosols, fuels, lighters, paint).
- Explosives, weapons, or gases (e.g., camping gas, pesticides).
- Toxic/illegal substances (e.g., drugs, chemicals).

2. **Perishables:** Food, plants, or liquids.

3. **Illegal Items:** Counterfeit goods, stolen property.

4. **Odor-/Fume-Releasing Items.**

5. **Personal Documents:**

- Original IDs, passports, or sensitive data (e.g., bank details).
- Storing these voids **all claims** against Blackbox.

4.7 Fragile Items

- **Not recommended:** Glass, ceramics, mirrors, electronics.
- If stored, you **waive all claims** for damage (e.g., scratches, breakages).

4.8 Vacuum-Sealed Bags

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

4.9 Mold Disclaimer

- Storage conditions: **≤25°C, 40–60% humidity**.
- Blackbox **not liable** for **natural mold growth**.

4.10 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**.
- **Costs** from inspections borne by you.

4.11 Refusal/Removal

- Blackbox may **refuse/return** goods posing **safety risks**.

4.12 Facility Access

- **No entry allowed** to storage facilities for **security reasons**.

5. Delivery and Collection

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 apply for **staircase handling** (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, or other stored items.

5.3 Damage Reporting

- Any **damage during delivery** must be **reported immediately** upon receipt.
- Failure to report voids any later claims.

5.4 Appointment Policy

- **Advance booking required** for deliveries/collections. You or an authorized representative **must be present**.
- **Changes/Cancellations:**
 - **Door-to-Door Box Plan:** Notify Blackbox **before 3 PM, 1 business days prior** to delivery.
 - **Late Changes:** HK\$75 fee.
 - **No-Show:** HK\$300 fee.

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 16).

5.6 Rejected Items

- Items violating **Section 4.6** will be refused, incurring a **HK\$75 failed delivery fee**.

5.7 Storage Box Policy

- **Empty boxes** must be returned within **7 days** of initial delivery.
 - **Late Returns:** Charged as **stored items** (monthly fees apply).
 - **Lost/Damaged Boxes:** HK\$200 per box.
 - **Excessive Wait Time (>20 mins):** (HK\$75 per trip).
 - **Box Retention:** HK\$200 per box if kept.
 - **Cancellation Fee:** HK\$200 if no items are stored after box pickup.

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.

6.1.2 Resell, sublicense, or transfer the services to any third party **without prior written consent** from the Company, 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 Blackbox

7. Payments and Fees

7.1 Monthly Fees

- You must pay monthly fees **in advance**, starting the day after we collect your packed boxes/items and recurring on the same date each month.
- Fees must be paid **in full** 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.

7.3 Fee Changes

- The Company may modify fees **at its discretion**, with changes effective immediately.

7.4 Payment Method

- **Credit card payments only.** You must provide card details for automatic billing of future charges.

7.5 Billing Cycle

- **First month's fee:** Charged at the start of the billing cycle (beginning the day after 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.

7.6 Payment Updates

- To update payment methods, contact Blackbox Finance:
 - Phone: **2528 1384**
 - Email: account@blackbox.com.hk
 - Processing time: **30 days**.

7.7 Late/Non-Payment Penalties

- **HK\$100 penalty** if payment is stopped without Company fault.
- **HK\$100 late fee** every 15 days (up to 60 days) for overdue payments.
- After **60 days overdue**, we may **withhold and dispose of stored items**.

7.8 Right of Lien

- If payments are overdue, we may **retain items** until all fees are settled and **inspect contents**.

7.9 Disposal Fees

- **HK\$100 per box (min. HK\$300)** if you request disposal, plus a signed release agreement.
- **HK\$200 per bulky/item oversized items (min. HK\$300)** if you request disposal, plus a signed release agreement.

Additional Fees

Fee Type	Amount (HKD)	Conditions
Cancellation Fee	\$75	If canceled <1 business day before 3pm
No-Show Fee	\$300	If missed appointment without notice
Lost/Damaged Box Fee	\$200/box	For unreturned or damaged boxes
Unused Delivery Fee	\$200	If boxes are delivered but not stored
Emergency Handling Fee	\$150	For same/next-day requests (if available)
Late Payment Fee	\$100/15 days	Charged every 15 days up to 60 days
Overweight Penalty	2x monthly fee	For exceeding weight limits

8. Refund Policy

8.1 You must complete the **minimum storage period of 1 month** before cancelling the service. **No refunds** will be issued for services already used after the storage period ends.

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 Refunds are only permitted for unused storage boxes (in their original delivery condition). All other fees are **non-refundable**.

9. Insurance

9.1 Blackbox purchases insurance directly from third-party insurers. The insurance coverage limits for each storage plan are as follows:

- **Door-to-Door Storage Box Plan:** Up to **HKD \$1,000 per box/item**.

9.2 Our insurance covers **physical damage or loss** caused **only** by the following:

1. Fire, lightning, explosion, or earthquake;
2. Falling aircraft or aerial devices;
3. Storm, flood, bursting/leaking pipes;
4. Water or liquid intrusion;
5. Insect or pest damage caused by external causes;
6. Burglary, robbery, or hijacking;
7. Riots, strikes, civil commotion, or vandalism;
8. Accidents involving vehicles or railways;
9. Collision or overturning of transport vehicles/trailers.

9.3 The following are **excluded** from insurance coverage:

1. Terrorist acts, war, or military action;
2. Unexplained loss **or disappearance**;
3. Gradual, deterioration or indirect damage (may not be covered);
4. Nuclear reactions, radiation, explosions, or contamination; biological/chemical contamination;
5. Loss of data (though hardware/device damage may be covered);

6. Theft or malicious damage;

7. Accidental damage (e.g., cracks, scratches, dents, breakage, stains);
8. Damage during loading/unloading;
9. Direct loss from floods, building leaks, tides, or seawater;
10. **Floods** (defined as water overflow from lakes, rivers, dams, or canals exceeding normal levels);
11. Cash, coins, bullion, contracts, bonds, securities;
12. Jewellery, luxury watches, gems, seals, or items valued over **HKD \$1,000**;
13. Fur, fine art, mobile phones, spices, tobacco, cigars, alcohol (if valued over **HKD \$1,000**);
14. Electronics worth over **HKD \$1,000** (e.g., TVs, computers, cameras, hard drives, circuit boards);
15. Perishables, livestock, plants, explosives, flammable materials;
16. Fragile items (glass, ceramics, mirrors, screens);

17. Mold and mildew;

18. Any events **not listed in Section 9.2**;
19. Items prohibited under **Section 4.7**.

9.4 To file a claim for damage/loss under Section 9.2:

- Contact us via support@blackbox.com.hk or call **2528-1384**.

~~• We will provide a claim form and guide you through the insurer's process.~~

- ~~• Blackbox will assist in claiming compensation from the insurer. Payment will be issued to you **only** after the insurer approves the claim. **If the insurer denies coverage, Blackbox bears no liability.**~~

9.5 If you receive compensation from **your own insurer** for a loss, you waive their right to subrogate (recover costs) against Blackbox or its agents.

10. Limitation of Liability

10.1 Under no circumstances shall Blackbox be liable for any damage to or loss of goods that falls outside the coverage of the insurance policy described in **Section 9** of this Agreement.

10.2 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.

10.3 You acknowledge and agree that your use of the Company's 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.

10.4 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 insurance claim.

10.5 You are responsible for ensuring that all boxes, items, and goods are **properly and securely packed** with adequate protection for 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.

10.6 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 insurance reimbursement of **HKD \$1,000 per item**.

If a claim is made, the Company may require proof of loss or damage, as well as documentation of the replacement cost or original cost of the goods.

10.7 When processing a claim, Blackbox reserves the right to request evidence of the original cost and/or current replacement cost of the items in the box and/or stored goods.

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

11. Termination

11.1 You may terminate this Agreement at any time by requesting the return of your goods stored in Blackbox's warehouse and settling all outstanding fees owed to the Company.

11.2 Blackbox 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 its own expense.

11.3 The Company may terminate this Agreement immediately upon written notice to you if:

11.3.1 You fail to pay any amount due by the payment deadline; or

11.3.2 You breach any terms of this Agreement.

11.4 Upon termination, you must contact the Company to arrange for the return of your boxes, items, and goods at your own expense within 15 days of the termination notice. If you fail to arrange for the return of your items within 15 days after termination for any reason, we may dispose of the items in accordance with **Section 7**.

12. Intellectual Property

12.1 The Company retains ownership of all intellectual property rights associated with this website and services, including but not limited to applicable copyrights, patents, trademarks, and other proprietary rights, except for any third-party intellectual property expressly referenced on the website or during service provision.

12.2 You are granted a limited, non-exclusive, non-sublicensable, and non-transferable license to use the content solely for personal, non-commercial purposes.

13. Privacy

13.1 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.

13.2 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.

13.3 Customer information, along with aggregated and anonymized business data, may be transferred between Blackbox Works Limited and K. C. Dat Limited 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.

14. Subcontracting and Assignment

14.1 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.

14.2 You are expressly prohibited from subcontracting, delegating, assigning, or sublicensing any of your obligations under this Agreement, whether for commercial benefit or otherwise.

14.3 This Agreement shall be binding upon your personal representatives and successors.

15. Force Majeure and Severe Weather

15.1 The Company shall not be liable or responsible for any failure to perform or delay in performing its services if such failure or delay is caused by Force Majeure.

15.2 "Force Majeure" means any unforeseeable circumstances beyond the reasonable control of the Company, including but not limited to: war, threat of war, terrorist activities, strikes or other labor disputes, riots, fire, storms or other natural disasters, telecommunications network failures, power outages, traffic conditions, road closures, accidents, or any other unforeseen events.

15.3 For the avoidance of doubt, the hoisting or issuance of:

- a Red or Black Rainstorm Warning, or
- a Typhoon Signal No. 8 or above

shall 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.

15.4 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.

16. Indemnification

16.1 You agree to **indemnify, defend, and hold harmless** the Company, its officers, agents, suppliers, and directors from and against any and 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 indemnification obligation shall survive the termination of this Agreement.

17. Notices

17.1 Any notice to be given to the Company by you must be **in writing** and sent by email to support@blackbox.com.hk.

17.2 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.

18. Disclaimer Clause

18.1 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.

18.2 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.

19. Governing Law and Language

19.1 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**.

19.2 In the event of any discrepancy or inconsistency between the **Chinese version** and the **English version** of this Agreement, the **English version shall prevail**.

20. Other Agreements

20.1 This Agreement and any written amendments hereto constitute 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 fully set forth 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.

20.2 The Company reserves the right to amend the terms and conditions of this Agreement from time to time. Each time you purchase the Company's services, you are responsible for reviewing the terms and conditions of this Agreement. The latest version of this Agreement will always be available at www.blackbox.com.hk. Your continued use of the Company's services shall constitute your continued acceptance of the latest version of this Agreement. If you do not accept any changes to this Agreement, you may terminate this Agreement in accordance with **Section 12**.

20.3 In case of any dispute, **Blackbox** shall retain the final decision-making authority.

20.4 The failure of either you or Blackbox to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

20.5 All terms of this Agreement shall apply equally to **Blackbox Works Limited**, its parent company **K. C. Dat Limited**, any holding company of Blackbox, affiliates of Blackbox (or any of the aforementioned entities), and Blackbox's third-party information providers and licensors, and shall be for their benefit. Each of the aforementioned 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 without the consent of such parties). Subject to the foregoing, no term of this Agreement shall be enforceable by any person who is not a party to this Agreement.

20.6 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.

20.7 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.

20.8 Each Party shall maintain strict confidentiality regarding any and all information disclosed between the Parties under this Agreement. This clause shall survive the termination of this Agreement.

20.9 The Company welcomes your feedback, which may be submitted via email to 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 this website or services.