



Terms and Conditions of NETVIGATOR Broadband Extra Service – Blacknut Cloud Gaming Service

About these Terms and Conditions

These Terms and Conditions ("**these Terms and Conditions**") supplement and form part of your NETVIGATOR Application ("**Application**"). The Special Conditions and the General Conditions as referred to in the Application, together with the Application and these Terms and Conditions, shall form the terms and conditions of your NETVIGATOR contract ("**Contract**"), governing the service provider's / providers' provision and your use of the services as set out in the Application and/or these Terms and Conditions. If the terms and conditions of these Terms and Conditions, the Application, the Special Conditions and the General Conditions conflict with each other, the inconsistency will be resolved in the descending order of preference set out in aforesaid.

Blacknut Cloud Gaming Service

1. This Blacknut Cloud Gaming Service is offered as an Extra Service of NETVIGATOR Broadband Service (which is provided by Hong Kong Telecommunications (HKT) Limited ("**HKT**")) and is available to existing and new consumer customers of NETVIGATOR Broadband Service. Eligible customers may apply for Blacknut Cloud Gaming Service under this offer with or without commitment period.
2. The Blacknut Cloud Gaming Service under this offer is provided by Blacknut, and may only be used by users in Hong Kong. To use the service under the Blacknut Cloud Gaming Service, you are required to register with Blacknut and the games catalogue will be updated from time to time. By subscribing the Blacknut Cloud Gaming Service under this offer and/or using the service under the Blacknut Cloud Gaming Service, you agree to be bound by all relevant terms and conditions which may be imposed by Blacknut, including but not limited to the "Blacknut Terms and Conditions" (available on Blacknut webpage: <https://www.blacknut.com/en>). You also agree that you may be required to enter into or agree to separate documents or terms in relation to the Blacknut Cloud Gaming Service with Blacknut.
3. The quality of your Blacknut gaming experience depends on the quality of your internet connection. To ensure a high-quality Blacknut gaming experience, your network connection needs to meet the following requirements (For more details, please visit: <https://www.blacknut.com/en/support/network-requirements-optimization>):
 - (a) Download speeds of at least 6Mb/s: If your download speed is lower than 6Mb/s, your connection is unstable, or you are experiencing packet loss, it will negatively affect your gaming experience. It is recommended to have a download speed of at least 30Mb/s for an optimal connection experience.
 - (b) Use a connection with a latency of less than 30ms: Latency, also known as ping, refers to the network delay between your connection and the game server.
 - (c) Check for signs of packet loss: Packet loss occurs when data fails to reach its destination. During connection speed tests, you may notice "gaps" or "cuts" indicating packet loss. This can result in choppy data flow and even connection drops.
 - (d) Connect your device to the internet using an Ethernet cable or 5GHz Wi-Fi: Ethernet cables and 5GHz Wi-Fi connections are generally faster than 2.4GHz Wi-Fi and 4G LTE connections. While Blacknut is compatible with 4G LTE connections, the connection quality may depend on your location.
4. A low-latency gaming experience is made possible by the state-of-the-art HKT fibre and 5G infrastructure which can deliver direct connection from your devices to the game server ("direct connection" refers to a direct Internet connectivity between NETVIGATOR Broadband Service / csl 5G mobile network and the Blacknut game servers). Use of this feature requires Internet connectivity provided by NETVIGATOR Fibre-to-the-Home Broadband Service or csl 5G mobile service. Actual performance may be affected by a customer's device, technology, use of network and software, network configuration and coverage, volume of usage, overseas bandwidth, game server location, and various other external factors.
5. You will receive a SMS from HKT at your registered phone number on the next day after your Blacknut Cloud Gaming Service subscription, with the activation link and a link related to details of Blacknut.
6. The service fees payable for the Blacknut Cloud Gaming Service will be included in your NETVIGATOR Broadband Service bill.
7. If you want to terminate the Blacknut Cloud Gaming Service, you are required to give HKT not less than 30 days' prior notice as per your Contract.
8. NETVIGATOR Broadband Service and the Blacknut Cloud Gaming Service under this offer are non-severable. If your NETVIGATOR Broadband Service is terminated for any reason, your Blacknut Cloud Gaming Service will also be terminated at the same time. If your Blacknut Cloud Gaming Service is terminated for any reason before the expiry of any commitment period of your Blacknut Cloud Gaming Service, you shall be liable to pay an Early Termination Charge for your Blacknut Cloud Gaming Service (equivalent to the monthly service fee for the Blacknut Cloud Gaming Service multiplying the remaining month(s) of the commitment period, whereby less than one month will be deemed to be one full month for calculation purpose), on top of any Early Termination Charge payable for your NETVIGATOR Broadband Service in accordance with your Contract. You may also be liable to compensate HKT for the value of any premium received by you or the discounted amount of any premium or product you purchased under this offer, if any.

9. [Only for those customers who has subscribed to Blacknut Cloud Gaming Service under this offer with a commitment period] At the end of the Blacknut Commitment Period, if (a) HKT have not received any valid written termination request of the Blacknut Cloud Gaming Service from you; or (b) you have not renewed your existing Contract nor entered into any new contract in respect of the Blacknut Cloud Gaming Service with a new commitment period, the Blacknut Cloud Gaming Service will continue to be provided to you as an Extra Service of your NETVIGATOR Broadband Service under the existing Contract on a month-to-month basis, subject to you continue to be subscribed to NETVIGATOR Broadband Service and to payment of the prevailing charges of the Blacknut Cloud Gaming Service after the Blacknut Commitment Period, until you terminate the Blacknut Cloud Gaming Service by giving HKT at least 30 days' advance written notice.
10. HKT and its affiliates, respectively, are not liable in any way in relation to the Blacknut Cloud Gaming Service under this offer and do not in any way warrant that Blacknut or services will be continuous or free from bugs or errors. HKT and its affiliates, respectively, are not Blacknut's suppliers and make no representation or guarantee as to the quality or performance of Blacknut Cloud Gaming Service. HKT and its affiliates, respectively, will not accept any liability for any matters arising from, or in relation to Blacknut Cloud Gaming Service. For any dispute or complaint in connection with Blacknut Cloud Gaming Service, please refer to Blacknut directly.
11. To the maximum extent permitted by law, in no event will HKT be liable to you or any person for any direct, indirect, special, incidental, exemplary, punitive or consequential damager (including loss of use, data, business or profits) arising out of or in connection with your or anyone's participation in the Blacknut Cloud Gaming Service, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not you or any person has / have been advised of the possibility of such loss or damage.
12. If you or any person who uses your Blacknut Cloud Gaming Service (whether with or without your authority) violate(s) or fail(s) to comply with these Terms and Conditions, HKT reserves the right to disqualify your/his/her eligibility for the Blacknut Cloud Gaming Service at any time, without prejudice to any other rights which HKT may have under the Contract or otherwise.
13. The Blacknut Cloud Gaming Service is subject to change without notice, including, without limitation, the games catalogue, which will be updated from time to time without prior notice. HKT may change any terms or conditions related to the Blacknut Cloud Gaming Service at any time without notice.
14. In case of any dispute regarding the Blacknut Cloud Gaming Service under this offer, HKT and/or Blacknut reserve(s) the right of final decision.
15. You agree that the Blacknut Cloud Gaming Service under this offer and these Terms and Conditions are governed, interpreted and enforced by the laws of Hong Kong, without regard to its conflict of laws principles. Any and all legal actions, claims or proceedings arising out of, or in connection with the Blacknut Cloud Gaming Service and/or these Terms and Conditions must be brought in a court of competent jurisdiction in Hong Kong.