

NETVIGATOR Extra Service – Surfshark ONE Internet Security Solution Service Terms and Conditions:

- 1. Surfshark ONE Internet Security Solution Service ("Service") is provided by Surfshark B.V. ("Supplier").
- 2. To subscribe to the Service, you confirm to have read, understood and agreed to the Supplier's terms and conditions in relation to the Service. For details, please visit <u>https://Surfshark.com/terms-of-service</u>.
- 3. The Service is provided to you as an Extra Service of NETVIGATOR Broadband Service (NETVIGATOR Broadband Service is provided by us, Hong Kong Telecommunications (HKT) Limited ("HKT")). To subscribe to the Service, you must be a new or existing customer of NETVIGATOR Broadband Service.
- 4. The Service will be subject to a 24-month commitment period, commencing from the date of your Service activation.
- 5. The "Surfshark 30-day money-back guarantee" provided by the Supplier does not apply to customers who subscribe to the Service through HKT.
- 6. All fees for the Service will be billed under your NETVIGATOR Broadband Service bills.
- 7. A one-time activation code, for the Service's activation, will be delivered by us within around seven (7) working days after your successful Service subscription, either by SMS / email notification or e-coupon under "My Wallet" in your My HKT App account.
- 8. The activation code will be valid for one (1) year upon delivery of the activation code. Please activate the Service by applying the activation code immediately upon your receipt of the same. Once the activation code expires, no new activation code will be issued. The activation code cannot be returned, refunded, resold, transferred, and exchanged for cash and/or other gifts.
- Only certain devices support the Service. You should check the compatibility of your device before using the Service. For enquiry of the compatibility of the Service, please contact the Supplier directly on <u>https://support.surfshark.com</u>.
- 10. You are required to download the Surfshark App to access the Service. Devices that have the Surfshark App installed and are logged in with a registered "Surfshark ONE" account are eligible to utilise the features of the Service.
- 11. You will be diverted to an external website or mobile application which contains services provided by third parties during the activation process of the Service. HKT has no control over and makes no representations or warranties regarding the accuracy, content, completeness, legality, reliability, operability or availability of information or materials displayed on such website or application. Such website or application is not related to HKT's services and that the relevant products and services are not endorsed by HKT. You agree that the use of such website or mobile application is entirely at your own risk.
- 12. The Service will automatically terminate at the end of the 24-month commitment period.
- 13. You are required to maintain your NETVIGATOR Broadband Service during the use of the Service. If you terminate your NETVIGATOR Broadband Service, your Service may also be terminated at the same time.
- 14. If your Service is terminated prior to the expiry of the 24-month commitment period, you are required to pay us the relevant early termination charges for the Service for the remainder of the commitment period, and (where applicable) compensate us for the value of any premium received by you or the discounted amount of any premium you purchased.

- 15. The Service is for your personal use in Hong Kong only and you must not reproduce, copy, duplicate, sell, resell, rent or trade the Service or the content (or any part thereof). You shall not use the Service to carry out or allow any copyright or other intellectual property infringement and/or for any illegal and/or improper purposes.
- 16. HKT and its affiliates, respectively, are not liable in any way in relation to the Service and do not in any way warrant that Surfshark or services will be continuous or free from bugs or errors. HKT and its affiliates, respectively, are not the supplier of the Service, and make no representation or guarantee as to the quality of the Service. Neither do they accept liability for any matters arising from, or in relation to, the same. In case of any enquiry or dispute about the Service, please contact the Supplier directly on <a href="https://support.surfshark.com">https://support.surfshark.com</a>.
- 17. To the maximum extent permitted by law, in no event will HKT and its affiliates be liable to you or any person for any 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 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.
- 18. If you or any person who uses your 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 Service at any time, without prejudice to any other rights which HKT may have under the service contract or otherwise.
- 19. The "General Conditions of Telecommunications Service (Consumer Customers)" (available at <u>www.hkt.com/Terms+of+Use</u>) apply to the Service.
- 20. The Service is subject to change without notice and will be updated from time to time without prior notice. HKT and/or the Supplier reserve(s) the right to vary or cancel this offer and/or amend these Terms and Conditions at any time without notice. The Supplier reserves the right to amend the Supplier's terms and conditions in relation to the Service at any time without notice.
- 21. In case of any dispute regarding the Service under this offer, HKT and/or the Supplier reserve(s) the right of final decision.
- 22. You agree that the Service under this offer and these Terms and Conditions are governed by ad construed in accordance with the laws of Hong Kong.
- 23. In case of any discrepancy between the English version and the Chinese version, the English version shall prevail.