

Terms of Use of NETVIGATOR SHIELD Service

These Terms of Use of NETVIGATOR SHIELD Service, including any subsequent amendments we may make from time to time (“**these Terms**”), apply to your access and/or your use of NETVIGATOR SHIELD Service (“**Service**”; where the context requires, shall include the software in association therewith). By accessing and/or using the Service, you agree to be bound by these Terms. If there is any inconsistency between the English and Chinese versions of these Terms, the English version shall prevail.

1. The NETVIGATOR SHIELD Service

- 1.1 The Service is provided by our company, Hong Kong Telecommunications (HKT) Limited (“**HKT**” or “**we**”, and the terms “**us**” and “**our**” shall be construed accordingly), as an Extra Service of our broadband service (e.g. or as a standalone service of HKT. The technologies of the Service are provided by our partner, Akamai Technologies Inc. (“**Akamai**”), a third party provider.
- 1.2 The terms and conditions of your relevant Application and Service Guide (collectively, “**Application Form**”) in connection with your subscription to the Service, any other terms and conditions agreed by you in the course of our provision of the Service to you, these Terms and the “Hong Kong Telecommunications (HKT) Limited General Conditions of Service” (available at www.hkt.com/Terms-of-Use, including any subsequent amendments we may make from time to time) shall collectively form the contract for your use of the Service (collectively, “**Contract**”). In case of inconsistency between the provisions of the aforesaid documents, the inconsistency will be resolved in the descending order of preference set out aforesaid.
- 1.3 By using the Service, you agree to be bound by any applicable terms and conditions which may be imposed by any relevant third party provider(s). You acknowledge and agree that you may also be required to enter into separate documents in relation to those parts or features of the Service provided by third party provider(s).
- 1.4 The Service aims to help protect your device(s) against known malwares and phishing sites.
- 1.5 You are required to use the domain name system (“**DNS**”) server Internet Protocol (“**IP**”) addresses provided by us. If you change the DNS setting on your device (e.g. your personal computer or router) to a non-HKT assigned DNS IP address, you will not be able to use the Service.
- 1.6 Once a domain or uniform resource locator (“**URL**”) is recognised as a malware or phishing site by Akamai under the Service, any user’s access attempts to the domain or URL will be restricted.
- 1.7 Direct access to the IP addresses of the malwares or phishing sites will not be blocked under the Service. Access to the malwares or phishing sites via Hypertext Transfer Protocol Secure (HTTPS) protocols will also not be blocked under the Service.
- 1.8 While Akamai will use reasonable endeavours to ensure the availability of the Service and prompt detection of all known malwares and phishing sites, neither us nor Akamai shall any way warrant or guarantee that the Service will be continuous and completely fault-free, and neither us nor Akamai shall warrant or guarantee in any way that all malwares and phishing sites will be promptly detected and restricted or detected and restricted at all.
- 1.9 You may terminate the Service by giving us not less than 30 days’ prior notice by submitting a completed designated termination request form to one of our HKT shops. Your HKT’s broadband service and the Service are non-severable services. If you terminate your HKT’s broadband service, the Service will also be terminated at the same time. If the Service is terminated prior to the expiry of the commitment period of your HKT’s broadband service or the Service (“**Commitment Period**”), you are required to pay us the relevant early termination charges for the Service, as set out in your Application Form, and (where applicable) compensate us for the value of any premium received by you or the discounted amount of any premium you purchased.
- 1.10 At the end of the Commitment Period if (a) we are unable to contact you; (b) you do not contact us; or (c) you are undecided as to whether to renew your existing Contract, we will continue to provide the Service to you under the existing Contract on a month-to-month basis subject to payment of our prevailing charges after the Commitment Period until you terminate the Service by giving us not less than 30 days’ advance written notice.

2. Our rights and responsibilities

- 2.1 We may at any time, with or without advance notice to you:
 - (a) deactivate or suspend the Service to carry out system maintenance, upgrading, testing and/or repairs;
 - (b) limit or suspend your access to the Service (or any part thereof) where we are of the opinion that such action is appropriate as a result of your use of the Service or where we have reason to suspect that you have breached or may have breached any provision of the Contract; and/or
 - (c) expand, reduce, withdraw, modify, remove and/or disable any part of the Service and/or any part thereof.
- 2.2 We may limit, suspend, end or restrict your access to the Service, without giving you any advance notice if:
 - (a) any applicable law, regulation, regulatory directive or guideline and/or policy of HKT or any of its Affiliates (being an entity which from time to time directly or indirectly controls, is controlled by, or is under common control with us) requires us to do so;

- (b) there is an emergency that affects our ability to provide the Service;
- (c) you have breached or we have reason to believe that you have breached any provision of the Contract;
- (d) we no longer hold the right to distribute the Service or have the ability or capacity to offer the Service; and/or
- (e) we fail to obtain, hold, retain or renew any relevant regulatory or other approvals or if any relevant regulatory or other approvals are revoked or if we are required by a relevant authority to cease operation or the provision or offering of the Service.

2.3 Sometimes, we will need to change these Terms. We will post the updated provisions on the relevant website(s) of the Service and they shall take effect upon posting, unless we specified otherwise. By continuing using the Service, you are deemed to be subject to and the Contract will deem to include the amended or updated version of these Terms.

3. Your responsibilities

3.1 You:

- (a) warrant that you are over the age of 18 and agree to supervise the use of the Service by person(s) under the age of 18;
- (b) are only authorised to use the Service for your personal and non-commercial / business use in accordance with the Contract;
- (c) shall be strictly and solely responsible for your use of the Service and any use of the Service by any party will be treated by us as use by you (whether with or without your knowledge or consent);
- (d) must not, and must not permit any other person, to use the Service for any unlawful purpose, sell, reproduce, copy, distribute, publish, modify, prepare derivative works based on the Service (including the Software), unless you possess an appropriate licence;
- (e) shall ensure that each user of the Service will comply with the provisions of the Contract;
- (f) shall abide by all relevant laws and any operating and/or usage rules of the Hong Kong Special Administrative Region ("**Hong Kong**") and all the countries in which you will access on any websites through the Service, as amended from time to time;
- (g) acknowledge and agree that it is your responsibility to ensure that your and any user's access to or use of any websites through the Service will not be in breach of any relevant Hong Kong or overseas law and regulations or any terms and conditions of the relevant website or merchant or provider of those websites;
- (h) subject to any other term contained in the Contract, will not assign, transfer or sub-license all or any part of your rights or obligations under the Contract;
- (i) shall provide true, accurate, current and complete information about yourself as required to complete your Application Form and any other forms provided by third party providers for the Service ("**Registration Data**");
- (j) shall agree to maintain and promptly update the Registration Data you have submitted to us and keep it true, accurate, current and complete;
- (k) shall not provide any information that is untrue, inaccurate, not current or incomplete. If we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to, with or without notice to you, suspend or terminate the Service and/or the Contract and refuse any and all current or future use of the Service; and
- (l) shall report any violation of the Contract to our customer service team.

3.2 You agree not to:

- (a) restrict or inhibit any other authorised party from using the Service, including, without limitation, by means of "hacking" any part of the Service or "hacking" or defacing any portion of the websites of the Service;
- (b) use the Service or the websites of the Service for any illegal, unlawful, immoral or malicious purpose;
- (c) express or imply that any statements you make are endorsed by us, without our prior written consent;
- (d) modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Service or the websites of the Service;
- (e) remove any copyright, trademark, or other proprietary rights notices contained in the Service;
- (f) copy and/or frame any part of the Service without our prior written authorisation;
- (g) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Service;
- (h) collect information about users of the Service without their express consent;

- (i) reverse engineer any portion of the Service;
- (j) hack, break into, access, use or attempt to hack, break into, access or use part of the Service, any website(s) of any third parties (including but not limited to www.netvigator.com), its content, and/or any data areas on our server(s) or that of any third parties without authorisation; and
- (k) store or upload any kind of tools, software or materials in any storage space assigned by us to you in our server(s) that can be used, in our sole opinion for hacking or for any other illegal or improper purpose.

4. Acknowledgements

4.1 You acknowledge that:

- (a) we make no representation, promise, warranty, undertaking or guarantee as to the quality, functionality, accuracy, completeness, usefulness or continuity of any part of the Service;
- (b) we can deactivate, limit, suspend, vary, replace, withdraw and/or modify any part of the Service;
- (c) nothing you do on or in relation to the Service will transfer any intellectual property rights to you or license you to exercise any intellectual property rights;
- (d) the Service is used at your own risk;
- (e) we or our Affiliates shall not in any way be liable or responsible for any loss or damage of any sort howsoever incurred as a result of or in connection with your reliance on or access or use of the Service (including but not limited to the control, the accuracy of any control, the function or the performance of the Service);
- (f) we or our Affiliates shall also not in any way be liable or responsible for any mechanical failure, power failure, malfunction or breakdown of your device or equipment;
- (g) your correspondence or dealings with any third party provider are solely between you and that third party provider, and you agree that we will not be liable or responsible for any loss or damage of any sort incurred as the result of such dealings;
- (h) unless explicitly stated otherwise, any new features that augment or enhance the Service shall be subject to these Terms;
- (i) trade names referred to in the Service are trademarks owned by or licensed to us. Trademarks owned by us or our licensors are used to act as an indication of source or origin of associated services. Nothing on the Service shall be considered as granting any permission or right to use any of our or our licensors' trademarks, nor should you attempt to use, copy, adapt or attempt to register any trademarks similar to any trademarks or logos appearing on any part of the Service;
- (j) we and our Affiliates are not responsible for the content available on the websites or applications linked to the Service ("**Third Party Websites and Apps**"). Access to and use of Third Party Websites and Apps are at your own risk and subject to any terms and conditions applicable to such access and/or use. By allowing or providing hyperlinks to the Third Party Websites and Apps, we do not hold out and shall not be deemed to endorse, recommend, approve, guarantee or introduce any third parties or the service/products the Third Party Websites and Apps provide, promote or advertise, or have any form of co-operation with the Third Party Websites and Apps or their operators. We are not party to any contractual arrangements entered into between you and the operator of the Third Party Websites and Apps unless otherwise expressly specified by us; and
- (k) we are not obligated to provide any updates or upgrades on the Service.