



NETVIGATOR Extra Service – Google Workspace Basic / Advanced Service Terms and Conditions:

1. This Google Workspace Basic / Advanced Service (collectively “**Google Workspace Services**”) is provided by Google Asia Pacific Pte. Ltd. (“**Google**”) and is only available to designated consumer customers aged 18 or above, who may subscribe it as an Extra Service of the customer’s NETVIGATOR Broadband Service (which is provided by Hong Kong Telecommunications (HKT) Limited (“**HKT**”)) or as a standalone service.
2. Service features included in your Google Workspace Services may differ, depending on through which channel you subscribed the Google Workspace Services. For particulars about the service features included in the Google Workspace Services, please refer to the “Google Workspace Service Features” on <https://www.netvigator.com/eng/googleworkspace.html>.
3. By subscribing to or using the Google Workspace Services, you confirm to have read, understood and agreed to comply with, and you ensure that all end users of the Google Workspace Services (each an “**End User**”, being an individual end user who uses the Google Workspace Services, who might be you or other person who uses the Google Workspace Services, with or without your knowledge and/or consent) will comply with, all relevant terms and conditions in relation to the Google Workspace Services, including these Terms and Conditions and those terms and conditions that govern the use of Google Workspace Services as designated by HKT and/or Google, such as the relevant HKT’s application form, the “Google Workspace Terms of Service” (https://workspace.google.com/intl/EN-HK/terms/premier_terms/) (in particular, those provisions / restrictions which an End User is required to comply with under those Terms of Service) and the “Google Cloud Privacy Notice” (<https://cloud.google.com/terms/cloud-privacy-notice>).
4. The Google Workspace Services are intended to be used by users in Hong Kong. Some features of the Google Workspace Services may not be accessible outside of Hong Kong (for details, please see <https://support.google.com/notebooklm/answer/16337734?sjid=6701886143080314207-NC&hl=en> and <https://support.google.com/gemini/answer/13575153?sjid=10776590110222495867-NC>). If an End User chooses to access or use the Google Workspace Services from outside of Hong Kong, the End User does so at his / her own risk. HKT and its affiliates do not warrant that the Google Workspace Services are appropriate or available for use in other jurisdictions. By using the Google Workspace Services outside of Hong Kong, an End User acknowledges that he / she is responsible for compliance with any applicable local laws and regulations. HKT and its affiliates shall not be liable for any consequences arising from any End User’s use of the Google Workspace Services in locations outside of Hong Kong.
5. You agree to grant all necessary consent to HKT and/or Google, as and when required by HKT and/or Google, to enable HKT and/or Google to provide the Google Workspace Services to you.
6. If you have subscribed to the Google Workspace Services as an Extra Service of your NETVIGATOR Broadband Service, all fees for the Google Workspace Services will be billed under your NETVIGATOR Broadband Service bills.
7. Under normal circumstances, HKT (or its affiliate) will notify you via SMS or email that the relevant service is active within approximately five (5) business days after your successful subscription to the Google Workspace Services. Please follow the instructions in the notification and log in to your NETVIGATOR account at the designated webpage (<https://login.netvigator.com/google/eng/login.html>) to access and use the Google Workspace Services.
8. If you have subscribed to the Google Workspace Services as an Extra Service of your NETVIGATOR Broadband Service, you are required to maintain your NETVIGATOR Broadband Service during the use of the Google Workspace Services. Upon suspension or termination of your NETVIGATOR Broadband Service, the Google Workspace Services shall be suspended or terminated accordingly and any unused entitlement in relation to the Google Workspace Services will be forfeited without compensation in case of termination.
9. If HKT’s right to resell Google Workspace Services is terminated by Google for whatever reason, HKT reserves the right to terminate your Google Workspace Services with immediate notice and without any liability to HKT or its affiliates and without compensation to you.

10. [Only applicable if your subscription to the Google Workspace Services is subject to a commitment period] If your Google Workspace Services are terminated prior to the expiry of the designated commitment period, HKT will charge you early termination charges for the Google Workspace Services, which are the sum of the monthly fees for the Google Workspace Services for the remaining unexpired commitment period. You may also be liable to compensate us for the value of any premium received by you or the discounted amount of any premium or product you purchased under the relevant offer, if any.
11. [Only applicable if your subscription to the Google Workspace Services is subject to a commitment period] At the end of the commitment period of the Google Workspace Services, if (a) you have not terminated your underlying contract in connection with your Google Workspace Services; or (b) you have not renewed your existing underlying contract nor entered into any new contract in connection with your Google Workspace Services with a new commitment period, the Google Workspace Services will continue to be provided to you according to your existing contract on a month-to-month basis, subject to your payment of the prevailing charges of the Google Workspace Services after the commitment period, until you terminate the Google Workspace Services as per the service contract.
12. The Google Workspace Services are for End User's personal use and you must not (and must ensure that other End User will not) reproduce, copy, duplicate, sell, resell, rent or trade the Google Workspace Services or the content (or any part thereof). You shall not (and you shall ensure that other End User will not) use the Google Workspace Services to carry out or allow any copyright or other intellectual property infringement and/or for any illegal and/or improper purposes.
13. HKT and its affiliates, respectively, are not liable in any way in relation to Google or the Google Workspace Services (including any content or service obtainable via the Google Workspace Services) and do not in any way warrant that the Google Workspace Services (including any content or service obtainable via the Google Workspace Services) will be continuous or free from bugs or errors. HKT and its affiliates, respectively, are not the supplier or operator of the Google Workspace Services, and make no representation or guarantee to any aspect of Google or the Google Workspace Services (including but not limited to their availability or quality) and shall not in any way be liable to any matters in relation thereto. In case of any enquiry or dispute about the Google Workspace Services, please contact Google directly on <https://support.google.com/a/users/?hl=en>.
14. Before any End User's access any website, mobile application or content in respect of Google Workspace Services or of Google or any 3rd party (collectively "**3rd Party Website**") or provide any information, including any personal data, to Google or any 3rd party (collectively "**3rd Party**") in respect of Google Workspace Services, the End User is strongly advised to read the privacy statement of the 3rd Party beforehand. The End User understands and agrees that HKT and its affiliates are not responsible for (i) the End User's use of the 3rd Party Website, (ii) any information, including any personal data, that the End User may provide via the 3rd Party Website, and (iii) any transaction conducted via the 3rd Party Website.
15. To the maximum extent permitted by law, in no event will HKT and its affiliates be liable to you, any End User or any other 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, any End User or anyone's use in the Google Workspace Services, 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. Notwithstanding any terms and conditions applicable to your, any End User or anyone's use of Google Workspace Services and to the maximum extent permitted by law, HKT's liability to you, any End User or any other person in connection with your Google Workspace Services shall be limited to the total amount paid to HKT for your Google Workspace Services during the 12 months before the event giving rise to the liability.
16. If you, any End User or any other person who uses your Google Workspace Services (whether with or without your authority) violate(s) or fail(s) to comply with any terms and conditions applicable to your Google Workspace Services, HKT (and/or its affiliates) reserve(s) the right to disqualify your/his/her eligibility for the Google Workspace Services at any time, without prejudice to any other rights which HKT (and/or its affiliates) may have under the relevant contract or otherwise.
17. Where applicable, the "General Conditions of Telecommunications Service (Consumer Customers)" (available at www.hkt.com/Terms+of+Use) apply. In case of any inconsistency, the provisions of these Terms and Conditions shall prevail, unless HKT (and/or its affiliates) determine(s) otherwise.
18. HKT (and/or its affiliates) reserve(s) the right to vary or cancel this offer and/or amend these Terms and Conditions at any time without notice. Google reserves the right to amend any terms and conditions in relation to the Google Workspace Services at any time without notice.
19. In case of any dispute regarding this offer or these Terms and Conditions, HKT's (and/or its affiliate's) decision shall be final. In case of any dispute regarding the Google Workspace Services under this offer, HKT, its affiliates and/or the Google reserve(s) the right of final decision.
20. You agree that these Terms and Conditions are governed by and construed in accordance with the laws of Hong Kong.