

## SPECIAL CONDITIONS OF NETVIGATOR BROADBAND SERVICE FOR CONSUMER CUSTOMERS

### 1 Interpretations

In these Special Conditions, all defined terms shall have the same meanings as those defined in the General Conditions of Telecommunications Service (Consumer Customers) (available at <http://www.hkt.com/Terms+of+Use>), unless otherwise specified in these Special Conditions.

### 2 Your NETVIGATOR contract

2.1 Your subscription and use and our provision of NETVIGATOR broadband service (“**NETVIGATOR Service**”, which term shall include all extra services provided to you as part of your NETVIGATOR broadband service, such as NETVIGATOR Email Service (as defined below)) are subject to the following terms and conditions (collectively, the “**Contract**”):

- (a) Your Application for your NETVIGATOR Service;
- (b) Your Service Guide for your NETVIGATOR Service;
- (c) Such other documents as agreed by you in relation to your NETVIGATOR Service;
- (d) These Special Conditions of NETVIGATOR Broadband Service for Consumer Customers (which are also available at [http://cs.netvigator.com/tnc\\_e.html](http://cs.netvigator.com/tnc_e.html));
- (e) The NETVIGATOR Broadband Terms and Conditions (available at [http://cs.netvigator.com/tnc\\_e.html](http://cs.netvigator.com/tnc_e.html)); and
- (f) The General Conditions of Telecommunications Service (Consumer Customers) (available at <http://www.hkt.com/Terms+of+Use>).

2.2 If the terms and conditions of the documents referred to in Clauses 2.1(a) to 2.1(f) conflict with each other, the inconsistency will be resolved in the descending order of preference set out in Clauses 2.1(a) to 2.1(f).

### 3 NETVIGATOR Email Service

3.1 We may provide you with a NETVIGATOR email account (“**NETVIGATOR Email Account**”, and our service provided thereunder as “**NETVIGATOR Email Service**”) as part of your NETVIGATOR Service.

3.2 If we provide you with NETVIGATOR Email Service, we will allocate a NETVIGATOR email address and password to you for your NETVIGATOR Email Service. You are responsible for maintaining the confidentiality of your password and security of your NETVIGATOR Email Account at all times.

3.3 You must not misuse your NETVIGATOR Email Service and must use your NETVIGATOR Email Service in accordance with clause 2 of the NETVIGATOR Broadband Terms and Conditions, clause 11 of the General Conditions of Telecommunications Service (Consumer Customers) and other provisions of the Contract.

3.4 We may, with or without prior notice to you, immediately limit, suspend and/or terminate your access to your NETVIGATOR Email Service and delete all or any emails and content contained in your NETVIGATOR Email Account for reasons we decide to be appropriate at our sole discretion, including:

- (a) If you have breached or we have reason to believe that you have breached any material provisions of the Contract;
- (b) We are required to do so by law, regulatory authority, stock exchange requirement or pursuant to a judicial order;

- (c) Unexpected technical or security issues or problems; or
  - (d) Extended periods of inactivity in accordance with our account deletion policy (normally, we will not delete such emails and content unless there has no usage or activation of your NETVIGATOR Email Account for over six (6) months).
- 3.5 You are solely responsible for all the activities that occur under your NETVIGATOR Email Account. We have no obligation to monitor any activities that occur under your NETVIGATOR Email Service. You will notify us of any unauthorised use of your NETVIGATOR Email Account and any other breach of security immediately.
- 3.6 Once an email and its content have been sent out, or if an email and its content have been deleted, or if any email or its content are damaged or have been tampered with under your NETVIGATOR Email Account, whether with or without your knowledge or authorisation, we are not responsible for any retrieval, reinstatement or repair of such email or content and we will not in any way be responsible for any loss you may suffer as a result thereof.
- 3.7 To the extent permitted by law, we and our Affiliates will not in any way be responsible for any loss you may suffer through any of our limitation, suspension or termination of your NETVIGATOR Email Service, or any of our deletion of any emails or contents contained in your NETVIGATOR Email Account, or otherwise in connection with your NETVIGATOR Email Service.

#### **4 Device requirement and reconfiguration**

##### **4.1 For your use of the NETVIGATOR Service:**

- (a) your connected device (such as, your computer or handset) must meet certain minimum system requirements;
- (b) you agree to authorise us to install certain hardware (such as, modem) and software we provide on your device and to reconfigure your connected device; and
- (c) you agree to obtain the owner's permission for us to carry out the installation and reconfiguration if you do not own the connected device.

We may not be able to provide the NETVIGATOR Service to you if any of the requirements is not met.

- 4.2 You agree that for each modem we provide with the NETVIGATOR Service, we shall only perform the installation and reconfiguration work for one device.
- 4.3 Before we carry out the installation and reconfiguration work for the connected device, it is your responsibility to back up the data on your device and we are not responsible or liable for any loss of data on your device.

#### **5 No guarantee of access to Voice Over Internet Protocol service**

You accept that unless a Voice Over Internet Protocol ("VOIP") service provider is permitted by us to use our NETVIGATOR Service to deliver its VOIP service, such VOIP service may not be accessible for your use or its quality may be adversely affected even if it is accessible.

#### **6 Broadband line installation**

Unless otherwise agreed with you, our installation of the NETVIGATOR Service at the Premises shall mean our installation and connection of broadband line to the first landing broadband socket only within the Premises as determined at our sole discretion.

#### **7 Exclusion of warranty**

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The NETVIGATOR Service is provided to you on an “as is” basis without any representation or warranty. We, our Affiliates and our sub-contractors cannot give you any representation, warranty or guarantee in connection with the NETVIGATOR Service (including but not limited to NETVIGATOR Email Service), whether in terms of merchantability, satisfactory quality, fitness for purpose, provision of services to a standard of reasonable care and skill, non-infringement of intellectual property rights, conformance with description, no delay, non-interrupted and constant access or use of services, or otherwise.

## **8 Third Party Rights**

Save for PCCW group companies, no other person has any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623, the Laws of Hong Kong) to enforce any terms and conditions and/or benefit of the Contract.

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