

## Terms of Use of F-Secure Safe Anywhere Service

These Terms of Use of F-Secure Safe Anywhere Service, including any subsequent amendments we may make from time to time (“**these Terms**”), apply to your access and/or your use of F-Secure Safe Anywhere Service (“**Service**”; where the context requires, shall include the software in association therewith). By installing, downloading, 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 F-Secure Safe Anywhere Service

- 1.1 The Service is provided by Hong Kong Telecommunications (HKT) Limited (“**HKT**” or “**we**”, and the terms “**us**” and “**our**” shall be construed accordingly), a partner of F-Secure Corporation, which is the provider of F-Secure Safe, the backbone of the Service.
- 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](http://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 such third party providers (such as F-Secure Corporation) when subscribing to the Service. 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 providers.
- 1.4 Before you install the F-Secure Safe Anywhere software (“**Software**”), you have to remove ALL existing anti-virus software from your computer or mobile device, otherwise you may experience problems in using your computer or mobile device and its software during and/or after the installation of the Software. We do not in any way warrant that the Service will be free from bugs or errors. You are responsible for implementing the requisite measures to protect your computer or mobile device and software. You agree that we will not be liable for any damage to your computer or mobile device, software or files due to or related to the Service.
- 1.5 The Service is aimed to detect and remove most viruses and spyware from infected files and your computer or mobile device once such infected files are opened. If any virus and/or spyware cannot be removed from any file, that affected file will be deleted. We will not be liable for any loss of files or data during such deletion process.
- 1.6 The Service is aimed to effectively detect and remove most viruses and spyware from your computer or mobile device, but we do not in any way guarantee the cleaning of ALL viruses and spyware.
- 1.7 The current version of the Service only works on PCs, Macs and Android mobile devices (smartphone and tablets).
- 1.8 The Service is not able to detect nor remove any virus infected email that does not have an attachment.
- 1.9 If the Service detects any virus or spyware which we are of the opinion that such virus or spyware would affect your computer or mobile device, we shall decide at our sole discretion whether to remove the relevant virus or spyware and/or take any other action as we consider appropriate.
- 1.10 You may terminate the Service by giving us not less than 30 days’ prior notice by submitting a completed termination request form at our HKT shops. The NETVIGATOR Services and the Service are non-severable services. If you terminate your NETVIGATOR Services, 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 NETVIGATOR Services 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.
- 1.11 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:

- (a) deactivate the Service with or without notice to carry out system maintenance, upgrading, testing and/or repairs;
- (b) limit or suspend your access to the Service (or any part thereof) with or without notice 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
- (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 operate the Service or hold the right to distribute the Service or have the ability or capacity to provide the Service; 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 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](http://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.

## **5. Software Licence**

- 5.1 To access and use the Service, you must download and install the Software on your device. You may also from time to time be requested to download software, applications and/or programs to use the Service and we and/or third party provider will grant to you a non-exclusive, non-sublicensable, non-transferable and revocable licence for you to store, run and use the Software on your device in accordance with the Contract and any software licence which accompanies the Software but not further or otherwise.
- 5.2 You agree to download and install the Software in your device, to be used by you for accessing and/or installing the Service.
- 5.3 You acknowledge that we may refuse to provide the Service to you in the event you fail to successfully download and install the Software.