

Smart Living Home Wi-Fi Service Terms & Condition

The Smart Living Home Wi-Fi Service ("Service") purchased by you ("Customer") is provided by Hong Kong Telecommunications (HKT) Limited ("HKT"). Your purchase of the Service shall constitute your agreement to be bound by all terms and conditions of the Sales Agreement and these Terms and Conditions. These Terms and Conditions shall form part of the Sales Agreement (collectively, "this Agreement").

1. Our responsibilities

"We" and "us" means Hong Kong Telecommunications (HKT) Limited. Without limitation, to our rights to do any of the following at any time: (i) take any steps or omit to take any steps, with or without notice to you, for any reason we deem relevant to the management and operation of NETVIGATOR Service and our business, that may expand, reduce, modify, suspend, limit, make inaccessible or adversely affect any of, or any part of the Services, and (ii) introduce new fees, amend the amount of fees payable, amend the terms and conditions of this Agreement and/or amend any operating rules which govern your use of NETVIGATOR Service by: (a) posting the details of such amendments on www.netvigator.com; and/or (b) sending you a notification of such amendments via post or such other means as determined by us, such amendments to take effect 7 days after such posting on www.netvigator.com is made and/or on a date as specified in such notification. Without limitation to any other provision in this Agreement, we expressly disclaim and exclude any liability whatsoever arising directly or indirectly from us exercising any of our rights as set out herein.

2. Your responsibilities

- 2.1 Subscriber shall have subscribed and expressly agreed to make available, at his/her own costs and expenses, to NETVIGATOR at the registered service address of a residential premises ("Service Address") in the Hong Kong Special Administrative Region ("Hong Kong") a valid broadband service with unlimited access time provided by any broadband internet access service providers in Hong Kong.
- 2.2 Each broadband internet service only supports registration of this service for 1 subscription only.
- 2.3 Subscriber understands and accepts that since the provision of the Service is contingent upon the technology of broadband service and the internet connection and will be duly affected by factors such as stability of internet service and the degree of confidentiality, the provision of the Service and the manner in relation to any such provision shall be subject to the sole discretion of NETVIGATOR.
- 2.4 Equipment will be lent to Subscriber for free within the Minimum Commitment Period and it shall at all times remain the property of NETVIGATOR; the rental of the Equipment shall be terminated upon termination of the Service.

3. Equipment

- 3.1 Equipment will be lent to Subscriber for free within the Commitment Period and it shall at all times remain the property of NETVIGATOR; Subscriber can contact NETVIGATOR for maintenance of equipment within the Commitment Period.
- 3.2 Subscriber understands and accepts that if the Service and Equipment is used in locations other than the Installation Address or Subscriber is unable to provide a valid residential address, NETVIGATOR reserves the right to terminate the provision of the Service and demand return of the Equipment.
- 3.3 Should Subscriber require relocation of the services(s) of the Plan(s), Subscriber must relocate the broadband service together with the Service.

4. Extent of Use

- 4.1 Subscriber shall not in any event assign, resell, transfer, sublet or license the Service and/or the Equipment whether or not there is any monetary consideration without prior written consent of NETVIGATOR. NETVIGATOR reserves the right to assign all or part of its rights or duties under these Special Terms and Conditions.
- 4.2 The Service is only provided to the Subscriber as a residential user. Should NETVIGATOR have reasonable grounds to believe that the Service is being used beyond the residential and/or private subscriber's normal usage pattern or is used for commercial use, NETVIGATOR reserves the right to terminate the Service or the Plan forthwith.

- 4.3 NETVIGATOR will collect and maintain certain customer-specific network information including but not limited to the Equipment and/or Device which connects to the network for network quality and performance monitoring.
- 4.4 Subscriber understands and accepts that the Service and Equipment must only be used in Hong Kong and at the Installation Address. Should the Subscriber remove the Equipment to a place/country other than Hong Kong and use the Service from there, Subscriber does so at his/her own sole risk, including the risk that such activity violates local laws in the country where the Subscriber does so.

5. Termination

We may terminate this Agreement at any time on the giving of at least one calendar month notice to you or immediately by notice to you if you breach any term of this Agreement. You may terminate this Agreement at any time by giving at least one calendar month prior notice to us. Total monthly fees for this Service for the period from the date of termination to the expiry of the contract term of your subscription to this Service.

6. General

We may appoint agents, assign or sub-contract the whole or any part of our rights and/or obligations contained in this Agreement to any person at any time. The English version of these terms and conditions shall prevail over any Chinese version which is provided for information purposes only. If any term or condition of this Agreement becomes or is declared illegal, invalid or unenforceable for any reason, such term or condition shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement. This Agreement shall be governed by the laws of the Hong Kong SAR and the parties hereby submit to the non-exclusive jurisdiction of the courts of the Hong Kong SAR.