

Special Terms and Conditions of HKBN PROTECT - HKBN SAFE, HKBN ID PROTECTION and HKBN VPN Service

1. HKBN PROTECT is a network security service provided by HKBN and its affiliates (collectively, “HKBN”) which enables users (“Subscriber”) to use HKBN SAFE, HKBN ID PROTECTION and HKBN VPN services (“Service”) by download and install Software/App on computers and mobile devices (“Device”) The Service is provided by the third party service provider F-Secure Corporation (“F-Secure”).
2. Service scopes of the Service may be modified from time to time without prior notice. Additional charges will be applied for any additional service(s) related to the Service.
3. By using the Service, Subscriber agrees to be bound by any applicable terms and conditions which may be imposed by third-party provider F-Secure when subscribing to the Service. Subscriber acknowledges and agrees that Subscriber may also be required to abide by the terms and conditions and additional documents in relation to those parts or features of the Service provided by third party providers.

Use of Services

4. (i) Subscriber must over the age of 18 and agree to supervise the use of the Service by person(s) under the age of 18. (ii) Subscriber will need to create an account to access and use the Services. It’s important that you provide us with accurate, complete and current account information (including a valid email address) and keep this information up to date. (iii) Using the Service through the Internet (iv) Some Services may allow Subscriber to share their service with others. If Subscriber registers account for others or their devices to use the Services, Subscriber agrees that the information provide to us is true and accurate and that Subscriber is duly authorized to provide us this information, and to monitor their accounts, on their behalf. And (v) The account is for Subscriber (or family users, circumstance) manages and subscribes the Service exclusively, other parties shall not to use this account for any purpose.
5. In order to use the Service, Subscriber may be required to download and install Software/App on a device. Subscriber may also be required to update Software/App from time to time.
6. Content used by certain services will be updated from time to time, such as virus definitions; spyware definitions; antispam rules; URL lists; firewall rules; vulnerability data, and updated lists of authenticated web pages; these updates are collectively referred to as “Content Updates.” Subscriber will have access to applicable Content Updates for the Services during your subscription.
7. The Service works on Windows and MacOS of personal computers, iOS and Android of smart phones and tablets. Some functions may vary from different systems, please refer to the user guide for details, HKBN will made any amendment from time to time.

8. Subscriber agrees not to modify, adapt, translate, rent, lease, resell, distribute, decompile, reverse engineer, disassemble or create derivative works based on the Software and/or related files or any part thereof.

HKBN SAFE

9. Before Subscriber installs the HKBN SAFE ("SAFE Software"), Subscriber has to remove all existing anti-virus software from Subscriber's computer or mobile device, otherwise Subscriber may experience problems in using computer or mobile device and its software during and/or after installation of the Software. HKBN does not in any way warrant that the Service will be free from bugs or errors. Subscriber is responsible for implementing the requisite measures to protect Subscriber's computer or mobile device and software. Subscriber agrees that HKBN will not be liable for any damage to Subscriber's computer or mobile device, software or files due to or related to the Service.
10. HKBN SAFE is not able to detect nor remove any virus infected email that does not have an attachment.
11. If the Service detects any virus or spyware which HKBN is of the opinion that such virus or spyware would affect Subscriber's computer or mobile device, HKBN shall decide at our sole discretion whether to remove the relevant virus or spyware and/or take any other action as we consider appropriate.
12. The Service is aimed to detect and remove most viruses and spyware from infected files and Subscriber's 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. HKBN shall not in any way be held liable for any loss of files or data during such deletion process.
13. Parental Controls is for monitoring and managing the online activities of children. Subscriber must provide information about Subscriber's family users, including any minor children and devices that they use. Subscriber is solely responsible for monitoring their devices and activities.
14. When SAFE browser turns on, the SAFE browser will check whether the website is trust and authenticated bank website to prevent fake or phishing websites. HKBN and third-party provider will update lists of authenticated bank websites from time to time to ensure the accuracy or completeness of the information, HKBN has no responsibility to pay the Subscriber any compensation for any loss resulting from such failure to update the lists.

HKBN VPN

15. Subscriber must download and install the Software/App-FREEDOME provided from F-Secure to use the HKBN VPN Services.
16. When browsing the website or using the Services by HKBN VPN Services, Subscriber agrees to obey the law and to respect the intellectual property rights of others. The use of the website or the Services is at all times governed by and subject to laws regarding copyright ownership and user of intellectual property.
17. VPN Server locations may be updated from time to time and some regions or websites tend to apply network restrictions and block certain connections, HKBN makes no warranty as to the quality and

availability of the Service and accepts no legal liability in relation thereto. HKBN shall not in any way be held liable for any loss, damage, costs and expense arising under or in connection with any failure, interruption, delay and suspension of the Service.

HKBN ID PROTECTION

18. When Subscriber inputs the email address for email monitoring, it means that Subscriber agrees the information about Subscriber or family users provided to HKBN and third-party providers is true and accurate, and Subscriber authorizes to provide it to HKBN and third-party providers this information and monitors their accounts on their behalf.
19. To use HKBN ID PROTECTION service, Subscriber needs to create master password for the vault and protect the stored passwords. HKBN does not store or keep Subscriber's vault password so if Subscriber loses the vault password, HKBN cannot recover it for Subscriber. HKBN has no responsibility to pay the Subscriber any compensation for any loss.
20. If HKBN detects or believes Subscriber's information may be part of a breach or on the dark web, HKBN will send Subscriber a notification. HKBN will not remove Subscriber's information from the dark web and HKBN do not ensure the accuracy or integrity or the information on the dark web.

Extent of Liabilities

21. HKBN shall have the right to interrupt or suspend the Service for repair, testing, remote maintenance, or remote upgrade. Depending on the circumstances, HKBN will restore it as quickly as reasonably possible and HKBN has no responsibility to pay the Subscriber any compensation for any loss resulting from such interruption or suspension.
22. To the extent permitted by law, HKBN and third party service provider shall not be liable whether or not in contract, tort, statute or otherwise for any cost, claim, special, direct, indirect or consequential loss or damage suffered, sustained or incurred by the Subscriber or any person from or out of or relating to the Service and/or the Device.
23. To the extent permitted by law, HKBN, its Group Companies and any third party provider of the services, together with their respective directors, employees or agents expressly disclaim any liability for (i) any damage to or loss of data, voice, video or other information arising from the Subscriber's use of the Service or device; (ii) any claim based on contract, tort or otherwise for any direct or indirect loss of revenue, profits or any consequential loss whether of an economic nature or any such loss which the Subscriber suffers as a result of any error, inaccuracy introduced into the Subscriber's computer or other devices by, through or in connection with the use of the Service or Device; (iii) any claim relating to the Service and/or any content accessible through the Service, or Device supplied, provided, sold or made available by or through the Service (or any failure or delay to so supply, provide, sell or make available); (iv) any disruption or suspension or degradation of the Service or any part thereof; (v) any damage which is attributable to an event or circumstance beyond HKBN's control i.e. "Force Majeure Event". A "Force Majeure Event" includes but is not limited to acts of God, war, civil disobedience, explosion, fire, flood, governmental action, legislation not in force at the time of this Agreement, restraints imposed by

government or any other regulatory authorities, labour disputes, trade disputes or delays of third parties over which HKBN has no control.

24. Subscriber acknowledges and agrees that HKBN disclaims any liability for (i) any damage to or loss of data, software and/or hardware installed in the Subscriber's PC, smartphone or other devices; (ii) any claim from Subscriber or any third party for any direct or indirect loss and all relevant claims.
25. Subscriber agrees that HKBN shall in no circumstances be responsible for any loss of income, loss of profit or any damage (direct or indirect) caused by the use of the Service.
26. Subscriber should ensure that his/her login information and password will be kept properly and securely and shall not be disclosed to any third party under any circumstances. HKBN and its third party provider (including but not limited to HKBN) shall not be responsible for any loss due to the disclosure of such information.
27. In the event of any Service Interruptions to Subscriber's PC, mobile or Device wireless network or internet connection, the Service may be unavailable for the duration of the Service Interruption. Subscriber may not receive message, notification, alert or alarm signals from the Device.
28. HKBN reserves all its rights and final discretion to determine the methods and delivery route for the provision of the Service to Subscriber, and HKBN may change such methods and routes from time to time as it shall deem appropriate. HKBN endeavours to provide notification within a period as reasonably practicable in the circumstances in advance of its effective date.
29. The Service utilizes, in whole or in part, the public Internet and third party network to transmit data, voice, video and other communications. HKBN shall not be liable to Subscriber for any lack of privacy which may be experienced with regard to the Service. Please refer to our Privacy Policy applicable to Subscriber at our website www.hkbn.net/en for additional information.
30. Subscriber understands and accepts that the Service will fail, be interrupted, delayed or suspended in circumstances of power failure or for any other instances that are beyond HKBN's reasonable control. HKBN makes no warranty as to the quality and availability of the Service and accepts no legal liability in relation thereto. HKBN shall not in any way be held liable for any loss, damage, costs and expense arising under or in connection with any failure, interruption, delay and suspension of the Service.
31. Subscriber acknowledges and agrees that Service performance may be affected by environmental conditions such as network coverage, transmission speed and signal strengths. Subscriber should check with his/her network operator for any connection problems, restrictions or any additional charges on call. HKBN will not be liable for the service failure due to the above situations.

Extent of Use

32. 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 HKBN. HKBN reserves the right to assign all or part of its rights or duties under these Special Terms and

Conditions. HKBN will endeavour to provide notification of 30 days or any other period as reasonably practicable in the circumstances in advance of its effective date.

33. The Service is only provided to the Subscriber as a residential user. Should HKBN 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, HKBN reserves the right to terminate the Service or the plan forthwith.
34. HKBN will collect and maintain certain customer-specific information including but not limited to the account and profile data, device information, log information, usage data, location information, information reported by Smart Device, the PC, Mobile or Device which use for service performance monitoring.
35. Subscriber acknowledges and agrees that some of the functionalities or services provided by third party services providers. Subscriber also permits HKBN to receive certain information about subscriber from the applicable service providers. Regarding to the service, HKBN may transfer the Subscriber's service inquiries to third-party provider to answer, Subscriber also allows certain information (including but not limited to Subscriber's email or contact number) to provide the third-party service providers.
36. Subscriber understands and accepts that the Service must only be used in Hong Kong. Should the Subscriber remove the Device 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.
37. To access or use the Service, Subscriber must download and install the Software or App on device. The Software and the App will be updated periodically. For optimal performance, HKBN recommends updating the Software or App to the latest version as it becomes available. The App can be downloaded from Google Play or the Apple App Store.
38. The Software or App does not support all PC or mobile platforms; it is Subscriber's responsibility to acquire and maintain the compatible platforms and browsers. Subscriber may not be able to use some features of the Service if Subscriber does not maintain the compatible browsers and platforms, or HKBN will provide limited support to Subscriber, and Subscriber shall still be liable for all charges in relation to the Service.
39. If Subscriber continues the relevant service plan upon contract expiry, Subscriber should pay the after contract period monthly fee to HKBN.
40. If the Service is terminated or suspended due to the following reasons, Subscriber will not be able to use the Service or access the user portal:

- a. Subscriber fails to settle the monthly fee or payment of other subscriptions after the due date such that the service(s) included in the service plan is terminated or suspended; or
- b. Subscriber terminates the service plan within or after the Minimum Commitment Period; or
- c. Termination of contract/ service plan/ Service due to breach of contract, tort or any other reason; or
- d. Any situation that HKBN is unable to foresee or avoid.

In any situation, no refund and replacement will be arranged by HKBN.

41. HKBN is hereby authorized, in relation to any information it has relating to the Subscriber or the authorized user under the Subscriber's account, to use and/or disclose such information for the purposes of fulfilling legal requirements, performing its obligation, including but not limited to installation, inspection and maintenance work at the Subscriber's premises, or enforcing its rights under the terms and conditions or any other purpose reasonably incidental thereto or in contemplation thereof.
42. These Special Terms and Conditions shall be subject to the General Terms and Conditions of HKBN and Subscriber agrees to abide by all the terms and conditions stated therein as may be in force from time to time.