

## Check Point ZoneAlarm®服務 - 條款及細則

1. 服務組合 1 (只適用於和記電話之指定 3G、 4G LTE 及 5G 流動通訊客戶): 以\$9 月費選購 ZoneAlarm Mobile Security 並簽訂固定合約期 12 個月。當固定合約期滿後,將自動按月費\$19 繼續提供此服務,除非客戶通知和記電話終止此服務。

服務組合 2 (只適用於和記電話之指定 3G、 4G LTE 及 5G 流動通訊客戶) 以\$19 月費單一選購: ZoneAlarm Mobile Security

服務組合 3 (只適用於和記電話之指定 3G 、 4G LTE 及 5G 流動通訊客戶,適用於 My3 App 內之指定易賞錢積分優惠)

- 使用 1350 易賞錢積分選購,並簽訂固定合約期 3 個月
- 使用 \$17 及 500 易賞錢積分選購,並簽訂固定合約期 3 個月
- 2. 服務成功申請後,客戶會透過文字短訊收到啟動服務之方法及連結,此服務為工具程式服務,客戶須於Apple App Store 或 Google Play 搜尋及下載 ZoneAlarm Mobile Security 之應用程式 ("the App") 並啟動服務後方可使用。客戶同時間只可於一部裝置上使用服務,如欲以不同裝置上使用服務,客戶可以透過 3Care (http://www.three.com.hk/3Care)、3iChat (https://3ichat.three.com.hk) 或致電 3 客戶熱線(個人客戶:1033,企業客戶:2180 5888)以重新獲取服務啟動文字短訊。月費並不包括下載應用程式時所產生的數據用量及相關費用。客戶有責任確所保收到啟動服務之方法及連結得到安全及妥善的保管,並在任何情況下,均不可向第三者洩露。和記電話不會就因該資料的遺失及非故意洩露所招致的任何任何損失或損害負上責任。
- 3. 此服務及應用程式由 Check Point Software Technologies Ltd. 作為第三方供應商提供,服務內容如有更改,恕不另行通知。和記電話並不會對有關此服務之內容、the App 下載及/或服務使用(包括但不限於由該第三方供應商所提供的資料之準確性、及客戶或任何人士因下載 the App 及/或使用此服務所造成或引致的任何費用、支出、損失或損害)負上任何責任。就此服務如有任何爭議,和記電話將擁有最終之決定權。
- 4. 應用程式只支援於 iOS 9.0 或以上作業系統及 Android 4.2 或以上作業系統。應用程式將不時有版本更新以提供安全更新、修正缺陷、提供新功能或修改某些技術規範。當新版本已上載於 Apple App Store 或 Google Play 時,客戶可以升級其智能手機的操作系統,以下載並使用新版本的應用程式,若客戶因任何原因並未有下載新版本的應用程式以致使用應用程式及/或服務質素被受不利影響,和記電話將不會對任何所招致的申索、損失及開支負上任何責任。
- 5. 客戶如欲終止此服務,客戶必須於此服務之相關月結單截數日前最少七天致電 3 客戶熱線(個人客戶: 1033,企業客戶:2180 5888)通知和記電話。有關服務將於和記電話收到客戶之終止服務通知後即時生效。
- 6. 於固定合約期內不得轉換其他增值服務。若客戶於此服務之固定合約期內,(i)終止此服務;或(ii) 因任何原因終止和記電話之流動通訊合約,客戶必須向和記電話繳付此服務餘下固定合約期之月費總額作為提前終止合約費用。
- 7. 若此服務之實際使用量不足一個月,客戶仍需全數繳付適用之月費,有關服務在任何情況下將不會按比例退還。





- 8. 成功申請啟用此服務之客戶受此服務之條款及細則所約束,客戶同時亦受和記電話之  $3G \times 4G$  LTE 及 5G 服務使用條款所約束,詳情請瀏覽 <a href="http://www.three.com.hk/">http://www.three.com.hk/</a>  $\rightarrow$  條款及細則 $\rightarrow$   $3G \times 4G$  LTE 及 5G 服務使用條款。若此服務之條款及細則與和記電話之  $3G \times 4G$  LTE 及 5G 服務使用條款有所抵觸,則以前者為準。
- 9. 客戶確認一經簽署此服務協議時,即表示客戶明白及同意服務於此協議所載之條款及細則及一般條款及細則,並確認及同意 Check Point Software Technologies Ltd. 之 其 子 公 司 Zone Labs, L.L.C. 軟件授權合約 (http://www.zonealarm.com/terms/) 及私隱政策 (http://www.zonealarm.com/privacy/)。如有任何爭議, Check Point Software Technologies Ltd.擁有最終之闡釋權以及決定權,並有權在任何時間更改上述之使用者 授權合約。
- **10**. 如客戶在透過和記電話選購此服務之同時或之後,客戶因任何原因亦透過其他渠道另行或再次申請或選購此服務而招致任何費用或損失,則和記電話將不會就任何有關之費用或損失負上任何責任。
- 11. 如客戶終止此服務或並非記電話之客戶時,此服務之帳戶亦會相繼於被自動終止。
- **12**. 和記電話可能隨時更改或取消以上優惠之內容、條款及細則,而不作另行通知。如有爭議,和記電話保留最終決定權。
- 13. 本服務條款及細則備有中、英兩文本,而中、英文文本均具有同等法律效力。
- 14. 本服務條款及細則受香港法律管轄,客戶將服從在香港有管轄權的法院的非專屬管轄權。







## <u>Check Point ZoneAlarm® Service – Terms and Conditions</u>

1. Service Package No.1 (Only applicable to designated 3G, 4G LTE and 5G mobile customers of HTCL) \$9 monthly package on a fixed contract term of 12 months. The Service will automatically continue to be provided at \$19 monthly service fees upon expiration of the fixed contract term unless customer gives termination notice to HTCL.

Service Package No.2 (Only applicable to designated 3G, 4G LTE and 5G mobile customers of HTCL) \$19 standalone monthly package: ZoneAlarm Mobile Security

Service Package No.3 (Only applicable to designated 3G, 4G LTE and 5G mobile customers of HTCL eligible to use MoneyBack Points Offer in My3 App)

- Pay with 1350 MoneyBack Points for a fixed contract term of 3 months
- Pay with \$17 and 500 MoneyBack Points for a fixed contract term of 3 months
- 2. Upon successful Service subscription, Customer will be provided the means and link for Services Activation by SMS. This Service is an utility service. Customer is required to download the software application of ZoneAlarm Mobile Security ("the App") from Apple App Store or Google Play, and activate to use the Service. Customer can only access and use the Service in one device at one time. Customer can retrieve the Service activation SMS via 3Care (http://www.three.com.hk/3Care), 3iChat (https://3ichat.three.com.hk) or Customer Service Hotline (Personal account: 1033 ,Corporate account: 2180 5888). Data usage and related fees for downloading the App is not included in the Monthly Fee. Customer shall keep the method and links for Service activation securely and shall not disclose them to any third party under any circumstances. HTCL will not be responsible for any loss or damage arising from the loss or unintentional disclosure of password.
- 3. The Service and the App is provided by a third party supplier, namely Check Point Software Technologies Ltd. The content of the Service may change without any prior notice. HTCL shall not be responsible for any liability incurred from or in connection with the content, the downloading of the App and/or use of the Service (including but not limited to the accuracy of the information provided by the third party supplier, and any fees, expenses, losses and damages incurred from or caused by the downloading of the App and/or use of the Service by the customer or any other persons). HTCL shall have the final discretion as to any dispute in all respects in relation to the Service.
- 4. The App is only be applicable to the operation system of iOS 9.0 or later, and Android 4.2 or later. A newer version of the App will be released from time to time to provide security updates fix bugs, add new features, or make changes to certain technical specifications. When the new version has been made available at Apple App Store or Google Play Market, the Customer may upgrade his/her smart phone's operating system in order to download and use the newer version of the App. If the Customer for whatever reasons has not downloaded for use any newer version of the App resulting in the use of the App and/or the quality of Super Talk being adversely affected, HTCL shall not be responsible for any claims, loses and expenses arising therefrom.
- 5. To terminate the Service, Customer must notify HTCL by calling the Customer Service Hotline (Personal account: 1033, Corporate account: 2180 5888) not less than 7 days before the then current statement cutoff date of the Service. Termination of the Service shall forthwith become effective as from HTCL's receipt of the termination notice from Customer.



- 6. The Service cannot be changed to any other type of value-added service within the fixed contract term. If customer within the fixed contract term of this Service, (i) terminates this Service; or (ii) terminates the mobile service contract with HTCL before expiry of the fixed contract term of the Service; the customer shall have to pay to HTCL an early termination charge which amount to the aggregate of the monthly service fee payable for the remaining fixed contract term of the Service.
- 7. If usage of the Service is less than a month, the applicable monthly service fee shall be payable by the Customer in full but not refundable at all on any pro-rata basis.
- 8. Once the customer has successfully subscribed for the Service, it shall be subject to the terms and conditions relating to the Service as contained herein, and shall also be subject to the 3G, 4G LTE and 5G Service Terms and Conditions of HTCL which can be found on HTCL's website http://www.three.com.hk/  $\rightarrow$  Terms & Policies  $\rightarrow$  3G, 4G LTE and 5G Service Terms and Conditions. If there is any conflict between the terms and conditions relating to the Service as contained herein and the 3G, 4G LTE and 5G Service Terms and Conditions of HTCL, the former shall prevail.
- 9. Upon signing of this service agreement, Customer confirms that he understands and agrees to the terms and conditions of the Service as set out in this service agreement and the General T&C., and shall be deemed to have acknowledged and agreed the software license agreement (http://www.zonealarm.com/terms/) and privacy policy (http://www.zonealarm.com/privacy/) of Check Point Software Technologies Ltd. and its subsidiary company Zone Labs L.L.C. The decision of Check Point Software Technologies Ltd. shall be final and conclusive in case of any dispute. Check Point Software Technologies Ltd. may change any of the above End User License Agreement at any time without further notice.
- 10. If, at the time of or after subscribing to the Service through HTCL, the customer is to apply or subscribe for the Service through any other way for whatever reasons and results in any extra fee or loss therefrom, HTCL shall not in any event be responsible for any such extra fee or loss.
- 11. If customer terminate the service or cease to be a customer of HTCL for mobile data and voice communications service, the account of the Zone Alarm service will be automatic terminated accordingly.
- 12. HTCL may amend or cancel the contents, terms and conditions of the above offers without prior notice. HTCL's decision will be final in case of any dispute.
- 13. These Terms and Conditions for the Service are available in both English and Chinese, and both language versions shall have the same legal effect.
- 14. These Terms and Conditions shall be governed by the laws of Hong Kong and the Customer shall submit to the non-exclusive jurisdiction of Hong Kong courts.

