

## **Fubon Life Hong Kong E-Channel Terms of Use**

### **1. Conditions of Use**

- 1.1. Please read these Terms of Use carefully. By accessing and using this website, you agree to be bound by all the following terms and conditions, which shall be governed by the laws of Hong Kong, any disputes arising thereof shall be subject to the exclusive jurisdiction of the courts of Hong Kong. YOUR ACCESS TO AND USE OF THIS WEBSITE IS AT YOUR OWN RISK. These Terms of Use may be modified from time to time without prior notice, and it is your responsibility to periodically review the most up-to-date version of these Terms of Use posted in this website.
- 1.2. Fubon Life Insurance (Hong Kong) Company Limited (“Fubon Life Hong Kong”, “we”, “our” or “us”) has the right to determine and vary from time to time the scope and type of services to be made available through this website, including imposing and varying any restrictions on the use of the services, and prescribing and changing the services hours without prior notice. Fubon Life Hong Kong has the right to withdraw, suspend and/or terminate all or part of anyone’s access to any services on the website at any time without notice, and all terms and conditions shall survive the termination of access.

### **2. Use of Information on the website**

- 2.1. Fubon Life Hong Kong is an authorized insurer to carry on long term business in Hong Kong under the Insurance Ordinance (Cap. 41 of the Laws of Hong Kong). The insurance products and services mentioned under this website are made available to the permanent residents residing in Hong Kong. Nothing in this website shall be construed as an offer to sell, or solicitation to buy, or provision of any insurance products or services outside Hong Kong. Fubon Life Hong Kong does not offer or sell any insurance products and services in any other jurisdictions in which such offering or sale is illegal under the laws of such jurisdiction.
- 2.2. The information and material contained in this website shall only be used for general reference, which do not constitute any personal, financial or investment

advice. Your use of the information is at your own risk. You should not rely on nor use the information and material contained in this website as a basis for making decisions relating to your insurance and/or investment portfolio (as the case may be) without first assessing the information independently and/or consulting your independent financial advisor. Fubon Life Hong Kong does not accept liability for any loss or damage arising directly or indirectly from the reliance on any information contained on or accessed through this website.

### **3. No Warranty**

3.1. All the information, material and services in the website are provided "as is" basis without warranty or condition of any kind, either expressed or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

3.2. Fubon Life Hong Kong will use reasonable endeavours to make the website function properly. However the website availability depends on third party vendors, and its performance will be affected by various factors including functions, capacity and configuration of your device, the speed of your internet connection, and number of users accessing this website. Accordingly, FUBON LIFE HONG KONG DOES NOT WARRANT OR GUARANTEE:

- that you will be able to use this website at any time;
- that your use of this website is uninterrupted and free from delay, errors, defects, viruses or other malicious codes / programs;
- the reliability, security, functionality or other performance of this website and successful delivery or safety of any communications that you send to Fubon Life Hong Kong;
- that the information you obtain through this website is up-to-date, complete or accurate at all times; and
- that no other contaminating or destructive properties will be transmitted through this website or through the link or redirection from this website, and no damage will occur to any computer system connecting to this website or through the link or redirection from the website.

3.3. To the fullest extent permitted by law, FUBON LIFE HONG KONG EXCLUDES from these Terms of Use all representations, guarantees, conditions, warranties, and liabilities except such conferred by any legislation, the exclusion of which would contravene legislation or cause part or all of these Terms of Use to be void.

3.4. FUBON LIFE HONG KONG SHALL NOT BE LIABLE to you for any direct, indirect, incidental, special, consequential, punitive or exemplary losses, actual or anticipated loss of profits, revenue, goodwill, savings, data, business opportunity

or expectation, cost of procurement of substitute goods or services, other intangible losses and any and all costs, expenses, liabilities and damages arising from or in connection with:

- your use of the website;
- your viewing, printing or any action taken in reliance on any information or using any of the services provided in this website;
- the viruses or malicious codes that may infect your computer equipment or other property as a result of your access to, use of, or browsing in the website or your downloading of any materials, data, text, images or multimedia contents from this website or through the link or redirections from the website;
- mis-delivery or leakage of information when sending or receiving any communications; or
- failure or delay of Fubon Life Hong Kong to carry out any of your instructions or system instructions which is attributable, wholly or in part, to any cause beyond its control including but not limited to the malfunction or failure of any equipment or communication facilities.

3.5. Fubon Life Hong Kong shall do the best to protect information sent to Fubon Life Hong Kong in accordance with Fubon Life Hong Kong's Privacy Policy Statement, but Fubon Life Hong Kong does not warrant or guarantee the information transmitted to Fubon Life Hong Kong is secure, and you acknowledge and agree that such information is transmitted at your own risk. Once Fubon Life Hong Kong receives the information sent to Fubon Life Hong Kong, Fubon Life Hong Kong will take reasonable steps to ensure the security of such information.

3.6. Please also refer to Fubon Life Hong Kong's [Privacy Policy Statement](#) regarding the use of cookies in this website and privacy-related practice and policies.

#### **4. Online application for insurance products**

4.1. You confirm that your access to and use of the website, including the application for insurance product, any other transaction or use of services on this website, is legal and not prohibited by laws and regulations applicable to you. You understand and agree that YOU MUST BE HONG KONG PERMANENT RESIDENT AND PHYSICALLY IN HONG KONG WHEN YOU MAKE APPLICATION FOR INSURANCE PRODUCT ON THIS WEBSITE.

4.2. In order to apply for insurance product on this website, you shall provide us with your accurate and valid email address, mobile phone number and identification documents. You may also be required to upload your own photo for verification of your identity. You agree and acknowledge that the application for insurance

product by any person (whether authorized by you or not) with your email address, mobile phone number, identification documents and/or photo shall be deemed as application for insurance product on the website by yourself. Fubon Life Hong Kong is not responsible or liable for (and has no obligation to further inquire or investigate) any wrong or misspelled email address or inaccurate or wrong mobile phone number, even if you can prove that the instructions were not sent by you or without your authority. Fubon Life Hong Kong is entitled, at its discretion, to seek your confirmation offline or require other additional authentication processes or methods on any of your instructions as and when so deems fit.

- 4.3. By using the website, you agree that all the electronic instructions made in this website, including but not limited to the consent, declaration or confirmation given by clicking, checking boxes or other symbols in digital form, constitute your electronic instructions with your electronic signatures, which shall be accepted by Fubon Life Hong Kong as having the same legal effect as physical signature which is legally binding. We may act on and process all completed electronic instructions transmitted or issued through the website without further consent from you. You acknowledge that Fubon Life Hong Kong, to the extent permitted by law, is not liable to you in any way for any loss or damage, whether directly or indirectly, in connection with the transmission of submission of an electronic instruction through our website.
- 4.4. You shall be required to use a one-time password ("OTP") obtained from Fubon Life Hong Kong for verification of your email address and/or mobile phone number. An OTP shall be sent by Fubon Life Hong Kong and/or Fubon Life Hong Kong's authorized service provider, at your request, to your designated mobile number, email address or other contact details as notified to or registered with Fubon Life Hong Kong from time to time via SMS, email or any other means as prescribed by Fubon Life Hong Kong from time to time. You should ensure that you have appropriate device with related service capable of receiving and reading the message for the OTP (e.g. mobile telephones, computers).
- 4.5. You acknowledge that you shall complete and submit all required information in order to apply for insurance product on this website. You warrant that all information disclosed in the application of insurance product are complete, true and accurate. Upon your completion and submission of the online application, an application summary will be generated, which constitutes the Life Insurance Application Form and become part of the policy when the policy is issued. Upon we have received the application in our record, we will process the application and inform you by email, mail and/or SMS when the policy is issued. The insurance coverage provided under the insurance policy in the application on the website shall not commence until the policy has been approved for issuance and that

Fubon Life Hong Kong has received the initial premium during the lifetime of and while the Proposed Insured is in good health.

- 4.6. In the application for insurance product on the website, you may be required to make payment through third party providers. By making payment through third party providers, you agree to be bound by the terms and conditions of the third party providers. We are not responsible for any errors of the third party providers. You are responsible to ensure the payment information you provided is correct. Your confirmation of payment may not be received by us for reasons including mechanical, software or computer failure or the omission or failure of third party providers. To the extent permitted by law, Fubon Life Hong Kong shall not be liable for any direct or indirect harm or loss you may suffer for this reason.
- 4.7. You agree that Fubon Life Hong Kong can provide you with any document, including but not limited to notices, records and any type of documents (including the policy contract) in relation to your application for insurance products on the website to the email and/or correspondence address provided by you. You also agree Fubon Life Hong Kong to provide information to you via SMS to the mobile phone number provided by you. You agree that electronic delivery of a document has the same legal effect as if we provided you with a physical copy. We will not be responsible in the case that a document is not received by you due to your email and/or correspondence address having changed or being invalid or due to system failure, interruptions in the communications systems or other reasons outside our control. You further agree that electronic documents will be admissible as original documents in any court of law in Hong Kong.
- 4.8. You shall be required to notify Fubon Life Hong Kong promptly of any change of your email address, mobile phone number and any other contact details. All communications shall be addressed to your last known contact details provided to Fubon Life Hong Kong. Communications where sent by electronic communication shall be deemed to have been delivered to you at the time when it is sent according to Fubon Life Hong Kong's record. Your use of the website constitutes an agreement that Fubon Life Hong Kong delivers communications for the service to you on a best effort basis.
- 4.9. You agree you are responsible for the security of your personal and confidential information and device (including but not limited to email account, mobile phone and computer) and as well as for all activities that occur from your use. You must take all reasonable precautions to prevent unauthorized or fraudulent use of your personal and confidential information and device. You shall be fully responsible for and bear the risk of any of your personal and confidential information and device being used by unauthorized persons or for unauthorized purposes. You agree that Fubon Life Hong Kong is not liable for any damage or loss resulting

from any breach of security arising from your failure to keep confidential your personal and confidential information and device and you shall defend, indemnify and hold Fubon Life Hong Kong harmless against all liability, loss, damage or costs and expenses arising or resulting from such access or use of the website.

## **5. Copyright and Use of Information**

- 5.1. Copyright in the information and all logos, trademarks, service marks, icons, graphics and trade names contained in this website are owned by Fubon Life Hong Kong or its parent or affiliated company, in which you are not granted any rights or license. You shall not use, remove, modify, reproduce, copy, store, transmit or distribute any contents therein and proprietary notice that may be affixed to the products and services.
- 5.2. Where a third party link appears in this website, such link is provided solely for your own convenience. Fubon Life Hong Kong shall not be responsible for the use, effect and content, nor endorse any information and opinion referred to on such linked website.