

Welab Bank Limited – Terms of Use of App

You must read these Terms of Use of App (“Terms”) carefully before accessing this app (“App”). These Terms apply to the use of this App provided by Welab Bank Limited. By using this App, you agree to be bound by these Terms. Please read these Terms together with our Privacy Policy Statement and Notice to Customers and Other Individuals relating to Personal Data (Privacy) Ordinance (“Privacy Notice”).

1. Use of this App

(a)(About us) We are Welab Bank Limited (“we”, “our” or “us”) and we are a bank incorporated in Hong Kong. We are licensed under the Banking Ordinance and regulated by the Hong Kong Monetary Authority.

(b)(About this App) We own this App. This App provides information on and access to the products and services offered by us. The information on this App is not our offer, recommendation or solicitation to provide you any products or services. We provide the information, products and/or services on this App at our sole discretion.

(c)(Additional terms) Our products and services provided on this App (“Services”) are subject to our Account Terms and the specific terms and conditions applicable to the Services (“Additional Terms”) in addition to these Terms. In the event of any conflict between (1) these Terms and (2) the Additional Terms, the Additional Terms shall prevail in relation to the provision of the Services.

(d)(Restriction on usage) We provide the Services via this App to persons in Hong Kong. This App is not intended for distribution to or use by any persons in any jurisdiction where such distribution or use is restricted. We do not represent or warrant that this App or the information contained in this App is appropriate or permitted or available for use outside Hong Kong. If you access this App outside Hong Kong, you are responsible to observe any relevant restrictions.

(e)(Device) This App can be used on a compatible device running an operating system version as we specify from time to time.

(f)(Fees and charges) We do not charge for the App. You need an active internet connection to use this App. You are responsible for any fees charged by your internet or mobile service provider relating to your use of this App. If you are abroad or using an overseas service network, your service provider may charge additional charges relating to your use of this App.

(g)(Electronic signature) Your indication of agreement to any terms (including these Terms) via this App or such other electronic means prescribed by us from time to time constitutes your electronic signature for the purposes of the Electronic Transaction Ordinance (Cap. 553 of the Laws of Hong Kong).

2. Privacy

We will handle your personal data collected via this App in accordance with our Privacy Notice which may be amended or replaced from time to time.

Please read our Privacy Notice carefully before providing any of your personal data via this App. By using this App, you acknowledge that you have read and understood our Privacy Notice and consent to our handling of your personal data (including sensitive personal data) in accordance with our Privacy Notice.

To protect the privacy and confidentiality of you and others, please consider carefully before you provide any private or confidential information of any person.

3. Logon credentials

You may access to this App and/or our Services using your passcode, biometric authentication method or such other means as we specify from time to time.

3.1 One-time password

You may be required to input a one-time password ("OTP"), which is a unique and randomly-generated one-time password, to access certain facilities in this App and/or our Services. We will provide you the OTP using your registered mobile phone number and/or email address or such other agreed method.

If you have registered your mobile phone number and/or email address for receiving the OTP, you acknowledge and agree that:

(a) your registered mobile phone number and/or email address will be used to receive SMS notifications and/or email messages from us;

(b) the mobile phone number and/or email address for receiving the OTP belongs to you and you only;

(c) if you have registered your mobile phone number for receiving the OTP and you are abroad or using an overseas mobile service network, your service provider may not allow you to receive international SMS, and service charges may be levied by your service provider. We will not be responsible for any service charges requested by the service provider of the mobile phone number; and

(d) delivery of the SMS-based or email-based OTP may be subject to delayed transmission due to network traffic of the service provider of the mobile phone number or the Internet. We will not be liable for any interruption, delays or unavailability due to any failure of the telecommunication network or the Internet.

3.2 Personal identification number (PIN)

You may be required to register your PIN, to access certain facilities in this App and/or our Services for the first time.

We may in our sole discretion require you to use the PIN to access certain facilities in this App and/or our Services subsequently.

For certain facilities in this App and/or our Services as determined by us from time to time and for extra security protection, we may, in our sole discretion, require you to provide real-time facial image which we may use to authenticate your identity, instructions and/or banking transactions. Without the real-time facial image, you may not be able to proceed with the transaction under this App and you will have to effect any such transactions via other means as notified by us.

You understand that the PIN is stored and linked to this App and enables you to authorise transactions. You will need to register the PIN via this App which involves creating and storing a unique soft token on your device. Once bound with such soft token, your device could be recognised by us for authenticating your identity or other similar purposes.

“PIN” means any and all of the following:

(a) your username, password or code designated by us or you or generated by our system or your device, and includes any one-time-password;

(b) your biometric credentials, including your fingerprint, your face or such other biometrics features as may be prescribed by us; and

(c) your mobile security key, telephone identification number or such other identification data as designated by us or you or generated by our system or your device,

for using or accessing this App and/or our Services. Different PIN may be required to use or access different Services via different means.

3.3 Biometric authentication

Biometric authentication means the identity authentication function using biometric credentials (including fingerprint, face image or any other biometric data) as we specify from time to time. Biometric authentication includes the following functions:

(a) you may use your fingerprint registered on a device in lieu of your passcode as a security code to confirm your identity to access this App or our Services ("Touch Identification");

(b) you may use your face registered on a device in lieu of your passcode as a security code to confirm your identity to access this App or our Services ("Face Identification"); and

(c) we may authenticate your identity by verifying your real-time facial image against your pre-captured image stored in our records for accessing our Services ("Facial Recognition").

By using the biometric authentication, you acknowledge and agree that:

(a) In relation to the use of Touch Identification and Face Identification:

(i) you will need to use a device with biometric identity sensor supported;

(ii) you can only activate the biometric authentication on one device. If you activate the biometric authentication for a new device, the service in the old device will be deactivated automatically;

(iii) you will need to activate the biometric identity sensor on your device and register at least one of your biometric credentials to control access to the device;

(iv) you must ensure that only your biometric credentials are stored on your device and you understand that upon the successful registration of your device, the biometric credentials stored on your device will be used to access this App and/or our Services via this App;

(v) each time this App detects the use of a biometric credential registered on a device on which you have registered for the biometric authentication to access our Services or to authorise transactions, you are deemed to have accessed the Services and/or have instructed us to perform such transactions as the case may be;

(vi) the authentication is performed by this App by interfacing with the biometric authentication sensor module on your device (which is not provided by us). We make no representation as to the security or functionality of such module. This App will access the biometric identity sensor in your device and obtain the necessary information to perform the authentication. You consent to the authentication process and our accessing and using of the information obtained via the biometric identity sensor;

(b) In relation to the use of Facial Recognition:

(i) you will need to switch on the camera function according to the settings of your device;

(ii) this App will be accessing your facial image taken with the camera on your device, and you consent to our accessing and using such data and information for the provision of the Facial Recognition;

(iii) this App performs authentication by interfacing with your real-time facial image taken with the camera on your device and you agree to such authentication process. Such camera module is not provided by us and we make no representation as to the security or functionality of such module;

(iv) each time this App detects the taking of a real-time face image with your device after you are signed in to access our Services or authorise transactions, you are deemed to have accessed the Services and/or instructed us to perform such transactions as the case may be;

(v) you cannot deactivate the Facial Recognition;

(c) In relation to the use of biometric authentication generally:

(i) we do not represent or warrant that the biometric authentication function will be accessible at all times, or function with any electronic equipment, software, infrastructure or other services that we may offer from time to time;

(ii) you should protect your device and shall be responsible for all users of your device accessing this App and/or our Services by the use of biometric authentication;

(iii) you should take all reasonable security measures to prevent the unauthorised or fraudulent use of the biometric authentication including the following measures:

(A) you should not use facial recognition for biometric authentication if you have an identical twin sibling, in which case you are recommended instead to use the passcode or other permitted identity authentication means to access this App and/or our Services;

(B) you should not use facial recognition for biometric authentication if you are in your adolescence when your facial features may undergo rapid development, in which case you are recommended instead to use the passcode or other permitted identity authentication means to access this App and/or our Services; and

(C) you should not take any action to disable any function provided by, or agreeing to any settings of, your device that would otherwise compromise the security of the use of your biometric credentials for authentication purposes.

4. Emails

We may send you emails. Emails sent to or from us may not be secure. We are not responsible for any damage that may occur from emails you send to us, or emails we send to you following your request.

5. Chatbot

Chatbot is a communication software applying artificial intelligence technology provided by us on this App. You may have access to Chatbot from time to time. By using Chatbot, you acknowledge that:

(a) response on Chatbot is for general reference only, and is not intended to be construed in any way as an advice to you; and

(b) Chatbot is not a channel for providing your instructions to us under the Services.

6. Location and other functions

To enjoy certain functions of this App and/or to facilitate our prevention or detection of money laundering, terrorist financing and fraudulent activities, you need to:

(a) (Settings) switch on the relevant functions, such as the location service and camera function, according to the settings of your device; and

(b) (Sharing of information) enable the sharing of certain information relating to your device, including, but not limited to, your GPS, location, IP address, contact list, your device's hardware design configurations (e.g. device code, screen size, manufacturer etc.), list of mobile applications, messages, browsing history, downloads, calendar, emails and photo album (including image, audio and video files).

If you choose not to do so then certain functions of this App will not be available to you.

7. Security protection

It is your sole responsibility to take all reasonable security measures to prevent the unauthorised or fraudulent use of this App and/or our Services. You must:

(a) use a passcode, PIN or any biometric authentication method (or a combination of any one of them) available to access this App and/or our Services, which we will use (along with any other relevant information or documents you provide us) to verify your identity;

(b) not choose a passcode that contains simple combinations or numbers associated with you such as your phone number or date of birth;

(c) ensure that your passcodes are not the same as your online accounts (e.g. Wi-Fi or email);

(d) ensure that your passcode and other logon credentials to be used on this App or any Services are kept secure and secret, and that no other persons obtain access to such passcode;

(e) not share your passcode with any person, or write it down or record it on any device or on anything usually kept with or near it without disguising. Any other person who uses your passcode to access this App on your device will act on your behalf and you will be responsible for anything they do;

(f) change your passcode regularly to prevent any unauthorised access to this App;

(g) keep the device safe and secure and not leave it unattended while logged in to this App;

(h) logout this App securely every time after each session to prevent any unauthorised access to this App;

(i) safeguard any security device or any other similar device for identity authentication purposes;

(j) inform us of any change to your mobile phone number and/or email address registered for receiving OTP without delay;

(k) notify us as soon as reasonably practicable if you become aware of or suspect:

(i) any loss, theft, disclosure, compromise, unauthorised use or control of any logon credentials or your device;
and

(ii) any unauthorised use of our Services via this App.

You should notify us regarding issues of the security of your account via our designated channel(s) as we may specify from time to time. You bear the risks of any unauthorised use of the Services through your account that occurs before we acknowledge the receipt of your notification; and

(l) delete this App and all credentials stored on your device before disposal or before passing your device temporarily to someone else, and immediately upon closure of your account or termination of the Services.

8. Your responsibilities

(a) This App belongs to us and you must only use it for the purposes set out in these Terms.

(b) You should observe in a timely manner our notices and measures regarding this App, including any security advice, specified by us from time to time.

(c) You must not override the device's operating system, e.g. by "jailbreaking" or "rooting" the device.

(d) You must not install or launch this App if your device contains any pirated, hacked, fake or unauthorised applications.

(e) You must not act fraudulently or maliciously in relation to this App or its features, including by reselling, copying, modifying, adversely effecting, reverse engineering or tampering with the App in any way, or assist anyone else to do any of these things, unless you have been authorised to do so.

(f) You must not use the App in any unlawful manner or in contravention of any agreement with us.

(g) You must not deliberately introduce, or risk introducing any viruses or other harmful software, not take any action to circumvent any anti-virus precaution, or to damage the App in any way, or assist anyone else to do so.

(h) You must not send or forward junk or chain messages on the communicative channel on the App or use such communicative channel for the mass distribution of unauthorised and unsolicited messages.

(i) Any information or data transmitted through this App is subject to risks of delay, loss, diversion, alteration, corruption and other risks associated with hardware, software and network failure.

(j) The person creating the content on this App is ultimately responsible for the content created. Such content may be protected by certain proprietary rights and laws.

(k) We own all the rights to or are licensed to use:

(i) the trade marks, logos, service marks displayed on this App; and

(ii) all contents of this App (including text, graphics, images and sounds).

(l) You must not use, copy, modify, download, distribute, publish, reproduce, reverse engineer, decompile the trade marks, logos, service marks and contents nor use them for creating derivative works in any other way for commercial or public purposes without our prior written consent.

9. Use of Cookies

(a) (Use of cookies) We use cookies on this App. "Cookies", including cookies, pixels and similar technology, are information automatically stored on your device that can be retrieved later by this App.

(b) (What do we use cookies for) Cookies allow us to recognise your device and record information about your use of this App. This enables us to analyse the number of visitors, the general usage patterns and your personal usage patterns to improve your user experience by behavioural analysis and personal profiling. For example, we may use the following cookies:

(i) Strictly necessary cookies are required for the operation of this App to:

(A) allow our server to determine whether the cookies setting on your device have been enabled or disabled. This allows us to know whether data can be collected from your device;

(B) temporarily allow you to carry information between pages of this App to avoid you having to re-enter that information; and

(C) temporarily identify your device after you have logged in to this App so that our server can maintain a dialogue with your device in order for you to carry out certain activities.

(ii) Analytical/performance cookies (including but not limited to, third party cookies such as Google Analytics) help us improve this App by tracking your behavior or digital foot-print within this App and recognising your device when you are a repeat user so that we can gather statistics on new and repeat users to evaluate the effectiveness of this App or our Services.

(iii) Functionality cookies recognise you when you return to this App. This enables us to:

(A) personalise our content for you and remember your preferences (for example, your choice of language or geographical location); and

(B) store your login information (eg user name) and login / other preferences so you do not have to re-enter that information when you return to this App.

(iv) Targeting/advertising cookies record your access to and/or digital foot-print in this App, your response to our online advertisements, track the pages you have accessed and the links you have followed within this App. We use this information to:

(A) make our App more relevant to your interests based on your past behavior;

(B) provide online advertisements or offers on our App or third party websites or Apps which are most likely to interest you; and

(C) evaluate the effectiveness of our online marketing and advertising programs.

(c)(How to disable cookies) Most devices are initially set to accept cookies. If you wish to amend your cookie preference for this App, you can do this by changing the settings on your device. Please note that if you block all cookies, including strictly necessary cookies, certain features on this App may not work properly.

10. Limitation of our liabilities

(a) ("As is" basis) Although we have taken care in preparing the content and information contained in this App, such content and information are provided on an "as is" basis. We do not make representations or warranties of any kind, whether express or implied, including non-infringement, security, accuracy, reliability, timeliness, completeness, fitness for purpose, or freedom from computer viruses, Trojan horses, worms, software bombs or similar items, in relation to such content and information.

(b) (Software functionality) We do not represent or warrant the accuracy, functionality or performance of any software (including identity authentication, identity verification and facial recognition services provided by us or third parties) that may be used in connection with this App and/or any Service, or the appropriateness of such software for any particular system. You should familiarise yourself with the terms of service applicable to any third party software that may be used in connection with this App and/or any Service.

(c) (Electronic transmission) Transmission of data over the Internet may be subject to interruption, transmission blackout, delayed transmission and incorrect data transmission ("Transmission Errors"). We are not liable for any loss or damage arising out of the malfunction of communication facilities not under our control, including Transmission Errors. We reserve the right to delay, refuse or cancel an instruction if we are aware of any actual or suspected breach of security or if we determine in our sole discretion that there are suspicious circumstances relating to the use of this App.

(d)(No liability) We accept no liability for any loss or damage arising from your access to or use of this App, including any loss or damage arising from any defect, error, fault, mistake, unavailability or inaccuracy of the content and information contained on this App.

11. Your liabilities and indemnities

(a)(Fraud) You will be liable for all our direct and indirect losses if you have acted fraudulently when accessing or using this App and/or our Services.

(b)(Gross negligence) You may also be held liable for all our direct and indirect losses if you have acted with gross negligence or have failed to inform us as soon as practicable once you find or believe that your logon credentials or passcodes for accessing our App have been comprised, lost or stolen, or that unauthorised transactions have been conducted over your account.

(c)(General indemnity) You will indemnify, hold harmless and defend us against any liabilities and costs we suffer as a result of the use of our App and the breach of these Terms by you or any other person using the App with your passcodes or logon credentials.

12. App update and availability

(a)(Update) We may update the App from time to time, including by upgrading the App, enhancing existing features, adding new features or carrying out security updates. You should:

(i) keep the App up-to-date, or you may not have access to the App, or our products or services provided through the App; and .

(ii) keep the operating system of your device up-to-date, or our App may stop supporting an older version of the operating system.

(b)(Temporary unavailability) The App may be temporarily unavailable when we are conducting maintenance or system updates. The availability of the App is dependent on the reliability and availability of third party service providers including software, network and other service providers that enable your access to the App.

(c)(Suspension and termination) We may suspend or terminate your access to this App at any time at our sole discretion without prior notice.

13. Hyperlinks and third party products and services

(a)(Hyperlinks) We use hyperlinks on this App to link to other external websites for your convenience. The contents provided at these websites are not verified or endorsed by us. We expressly disclaim any responsibility for the accuracy, contents, availability or omission of information found on these websites. The use of any hyperlinks on this App to other external websites are at your own risk.

(b)(Merchandise) We may provide information about products or services offered or provided by third parties (“Merchandise”) on this App from time to time. We are not a party to any contractual arrangements entered into between you and the provider of such Merchandise unless otherwise expressly specified by us. We expressly disclaim all representations and warranties with respect to availability, merchantability, or fitness for a particular purpose, in relation to the provision of the Merchandise. We will not be responsible and shall in no event be liable for any damages relating to the unavailability, use, or performance of the Merchandise.

14. Amendments

We have the right to make changes to these Terms from time to time by notice. We will notify you of the change by posting the updated Terms or notice on this App, sending SMS notifications and/or email messages to you or in any other manner we consider appropriate. The change will apply from the date stated in the notice.

By continuing using this App after the effective date of the updated Terms, you agree to the updated Terms and to be bound by them. If you do not agree to the changes, you should immediately stop using this App.

15. Applicable law and disputes

(a)(Governing law) These Terms are governed by and construed in accordance with the laws of Hong Kong.

(b)(Jurisdiction) Any disputes arising out of or in connection with these Terms shall be subject to the non-exclusive jurisdiction of the Hong Kong courts.

(c)(Severability) The illegality, invalidity or unenforceability of any provisions of these Terms shall not affect the legality, validity or enforceability of any other provisions.

(d)(Language) The English version of these Terms prevails in case of any inconsistencies between the English and the Chinese versions of these Terms.

(e)(No third party rights) A person who is not a party to these Terms has no rights to enforce or enjoy the benefit of any of its provisions under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong).

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