

匯立銀行有限公司 – 網站使用條款

你使用本網站，即表示你同意受網站的此等使用條款（「條款」）所約束。務請你連同 **Welab Bank Limited**（匯立銀行有限公司）之[私隱政策聲明](#)及關於《個人資料（私隱）條例》的客戶及其他個別人士通知（「私隱通知」）細閱此等條款。

1 本網站之使用

- (a) **(關於我們)** 我們，即 Welab Bank Limited（匯立銀行有限公司）（「銀行」或「我們」），為一家於香港註冊成立的銀行。我們根據《銀行業條例》持牌，並受香港金融管理局規管。
- (b) **(關於本網站)** 本網站（www.welab.bank）（「網站」）歸我們所有，就我們所提供之產品及服務提供資料並供你取用。本網站所載資料並非我們向你提供任何產品或服務之要約、推薦或招攬。我們全權酌情決定其於本網站提供之資料、產品及／或服務。
- (c) **(附加條款)** 除須遵守此等條款外，我們於本網站提供之產品及服務（「服務」）亦須遵守我們的賬戶條款及適用於服務之特定條款及細則（「附加條款」）。就提供服務而言，若 (1) 此等條款與 (2) 附加條款之間存在任何衝突，概以附加條款為準。
- (d) **(使用限制)** 我們透過本網站向香港境內人士提供服務。本網站無意向發佈或使用本網站受限制之任何司法管轄區之人士發佈或供其使用。我們不會就本網站或其內容於香港境外是否屬適當或可供使用而作出任何聲明或保證。若你於香港境外取用本網站，則你必須負責遵守任何相關限制。
- (e) **(互聯網連接費用)** 你必須以有效的互聯網連接使用本網站。你必須負責承擔你互聯網或流動服務供應商就你使用本網站所收取之任何費用。
- (f) **(電子簽署)** 你透過本網站或我們不時規定的其他電子方式表示同意任何條款（包括此等條款），即構成《電子交易條例》（香港法例第 553 章）項下之你的電子簽署。

2 私隱

我們將根據我們的私隱通知處理透過本網站收集的你的個人資料，有關私隱通知可不時修訂或替換。

你透過本網站提供任何你個人資料前，務請細閱我們的私隱通知。你使用本網站即表示，你承認已閱讀及了解我們的私隱通知，並同意我們根據其私隱通知處理你的個人資料（包括敏感個人資料）。

為保護你及其他人士之私隱及保密資料，你務必經審慎考慮後，方提供任何人士之任何私隱或保密資料。

3 登入憑證

你可使用你的密碼或我們不時指定之其他方法取用本網站及／或我們的服務。

4 電子郵件

我們或會向你發送電子郵件。我們所收取或發出之電子郵件未必安全。對於你發送予我們或我們應你要求發送予你的電子郵件，我們概不就可能因其產生的任何損害負責。

5 智能助手

智能助手是我們於本網站提供的應用人工智能技術的溝通軟件。你可不時取用智能助手。使用智能助手即表示你知悉：

- (a) 智能助手之答覆僅作一般參考，不應以任何方式解釋為給予你個人之意見；及
- (b) 智能助手並非你根據服務向我們發出指示之渠道。

6 保安

你必須全權負責採取一切合理的安全措施，以防本網站及／或我們的服務遭未經授權或欺詐性使用。你必須：

- (a) 使用我們將用以（連同你提供予我們的任何其他相關資料或文件）核實你身份之密碼或我們不時指定之其他身份認證方法取用本網站及／或我們的服務；
- (b) 不得選擇使用包含簡單組合或與你有關之數字（例如你的流動電話號碼或出生日期）作為密碼；
- (c) 確保你的密碼與你其他網上賬戶（如無線網絡或電子郵件）之密碼不同；
- (d) 確保你用作使用本網站或任何服務之密碼及其他登入憑證以安全及保密的方式保管，並確保他人無法取得該密碼；
- (e) 不得將你的密碼告知他人，或不加掩飾地將其書寫或記錄於用作取用本網站之任何電腦、裝置或經常與有關電腦或裝置放在一起或其附近的物品上。使用你的密碼取用本網站之任何其他人士將代表你行事，你必須就其任何行為負責；
- (f) 定期更改你的密碼，以防本網站遭未經授權取用；
- (g) 不得令你已登入本網站之電腦或裝置處於無人看管狀態；
- (h) 每次使用完畢後，應安全關閉本網站，以防本網站遭未經授權取用；
- (i) 保障任何安全裝置或任何其他用作身份識別認證的類似裝置的安全；
- (j) 確保你用作取用本網站之電腦或任何裝置受到保護，並定時備份其資料。我們亦建議你掃描電腦病毒或其他破壞性程序；
- (k) 及時告知我們你的流動電話號碼及／或電子郵件地址的任何變動；
- (l) 若你獲悉或懷疑出現以下情況，必須於合理實際可行的情況下通知我們：
 - (i) 任何登入憑證、你用作取用本網站之電腦或裝置遺失或遭盜竊、披露、洩露、未經授權使用或控制；及
 - (ii) 任何我們的服務透過本網站遭未經授權使用。

你必須透過我們可能不時指定之渠道通知我們有關你賬戶安全之事宜。於我們確認接獲你的通知前，你必須承擔在此之前未經授權透過你的賬戶使用服務之風險；及

- (m) 在處置你用作取用本網站之電腦或任何裝置或將有關電腦或裝置臨時借給他人使用前，以及緊隨服務終止後，你應刪除儲存於電腦或裝置上之歷史資料、Cookies 及所有憑證。

7 你的責任

- (a) 本網站歸我們所有，你僅可就此等條款所載目的使用本網站。
- (b) 你必須及時遵守我們有關本網站之通知及措施，包括我們不時訂明之任何安全建議。
- (c) 若你用作取用本網站之電腦或任何裝置安裝有任何盜版、黑客、假冒或未經授權軟件及／或應用程式，你不得安裝或啟用本網站。
- (d) 你不得出於欺詐目的或惡意使用本網站或其功能，包括以任何方式對網站進行轉售、複製、修改、不利影響、逆向工程或篡改，或協助他人如此行事，惟你獲授權如此行事則除外。
- (e) 你對網站之使用不得違法或違反你與我們所訂立之任何協議。
- (f) 你不得故意引入或冒險引入任何病毒或其他惡意軟件，亦不得採取任何措施規避任何防病毒預防措施，或以任何方式損害網站，或協助他人如此行事。
- (g) 你不得於網站的溝通渠道發送或轉發垃圾信息或連鎖信息，或使用該溝通渠道大量派發未經授權及非應邀信息。
- (h) 透過本網站傳送之任何資料或數據須承受延誤、遺失、轉移、更改、損壞風險以及其他與硬件、軟件及網絡故障有關之風險。
- (i) 於本網站創建內容之人士須就所創建之內容承擔最終責任。有關內容可能受若干所有權及法律保護。
- (j) 我們就下列各項擁有一切權利並獲許可使用：
 - (i) 本網站所顯示之商標、徽標及服務商標；及
 - (ii) 本網站的全部內容（包括文字、圖表、圖片及聲音）。
- (k) 未經我們事先書面同意，你不得使用、複製、修改、下載、分發、刊發、重製、逆向工程、反編譯商標、徽標、服務商標及內容，亦不得以任何其他方式將其用作創作衍生作品作商業或公共用途。

8 Cookies 之使用

- (a) **(cookies 之使用)** 我們於本網站使用 cookies。「Cookies」（包括 cookies、像素及其他類似技術）為稍後可由本網站重新恢復的，自動存儲於你用作取用本網站之電腦或任何裝置的資料。
- (b) **(我們使用 cookies 之目的)** 我們可透過 cookies 辨識你用作取用本網站之電腦或任何裝置，並記錄與你使用本網站有關之資料，從而令我們能夠分析訪客數目、普遍使用模式及你個人之使用模式，透過行為分析及個人分析改善你的用戶體驗。例如，我們或會使用以下 cookies：
 - (i) **必需的 cookies**，就本網站運作而言屬必需，用以：

- (A) 令我們的伺服器能夠釐定你用作取用本網站之電腦或任何裝置是否已啟用或停用 **cookies** 設定，以令我們得知是否能夠從你用作取用本網站之電腦或任何裝置收集資料；
 - (B) 暫時允許你在本網站不同頁面之間攜帶資料，令你無須重複輸入有關資料；及
 - (C) 於你登入本網站後，臨時辨認你用作取用本網站之電腦或任何裝置，從而令我們的伺服器能夠維持與你電腦或裝置之對話，讓你能夠進行若干活動。
- (ii) **分析／表現 cookies** (包括但不限於，第三方 **cookies** 例如 **Google Analytics**)，幫助我們透過追蹤你於本網站之使用習慣或電子足跡改進本網站，並在你為重複用戶之情況下辨認你用作取用本網站之電腦或任何裝置，從而令我們能夠收集新用戶及重複用戶之統計數據，以評估本網站或我們服務之有效性。
- (iii) **功能性 cookies**，在你重新造訪本網站時辨識你的身份，令我們能夠：
- (A) 為你提供個人化內容及記錄你的偏好（例如，你的語言或所在地區選擇）；及
 - (B) 存儲你的登入資料（如用戶名）以及登入／其他偏好，讓你重新造訪本網站時無須重複輸入有關資料。
- (iv) **目標性／廣告性 cookies**，記錄你於本網站之取用及／或電子足跡，你對我們網上廣告之回應，追蹤你於本網站取用之網頁及訪問之連結。我們使用此類資料作以下目的：
- (A) 根據你的過往習慣，使我們網站更貼近你的興趣；
 - (B) 於我們網站或第三者網站或應用程式提供最可能符合你興趣之網上廣告或要約；及
 - (C) 評估我們網上宣傳及廣告項目之有效性。
- (c) **(如何停用 cookies)** 大部分互聯網瀏覽器的初始設置為允許使用 **cookies**。若你有意修改你對本網站之 **cookies** 偏好，你可於你的互聯網瀏覽器更改設定。你務請注意，若你阻止全部 **cookies**（包括必需的 **cookies**），可能會無法正常運行本網站的若干功能。

9 我們責任之限制

- (a) **(「現在既有狀態」基準)** 儘管我們已審慎編製本網站所載之內容及資料，有關內容及資料乃以「現在既有狀態」基準提供。我們概不會就該等內容及資料作任何種類之聲明或保證（不論明示或暗示），包括非侵權性、安全性、準確性、可靠性、適時性、完整性、是否符合目的或不合電腦病毒、木馬病毒、蠕蟲病毒、軟件炸彈或類似惡意程式。
- (b) **(軟件功能性)** 對於可能就本網站及／或任何服務而使用之任何軟件（包括我們或第三者提供之身份認證、身份核實及臉孔辨識服務）之準確性、功能性或表現，或有關軟件對任何特定系統之適當性，我們概不會作任何聲明或保證。對於任何可能就本網站及／或任何服務而使用之第三者軟件，你必須熟知適用於該軟件之服務條款。
- (c) **(電子傳輸)** 透過互聯網傳輸數據可能會受到中斷、傳輸停頓、傳輸延誤及傳輸數據錯誤（「傳輸錯誤」）的影響。對於因我們控制範圍外之通訊設施故障而產生之任何損失

或損害（包括傳輸錯誤），我們概不負責。若我們知悉任何實際或懷疑違反安全之事項，或若我們全權酌情釐定本網站之使用存在可疑情況，則我們保留延遲、拒絕或取消任何指示之權利。

- (d) **(無須負責)** 對於因你取用或使用本網站而產生之任何損失或損害，我們概不承擔責任，包括因本網站的任何缺陷、錯誤、故障、錯失、本網站所載內容及資料無法獲得或不正確所產生之任何損失或損害。

10 你的責任及彌償保證

- (a) **(欺詐)** 若你取用或使用本網站及／或我們的服務存在任何欺詐行為，則你將必須就我們的一切直接及間接損失承擔責任。
- (b) **(重大疏忽)** 若你存在重大疏忽行為，或若你發現或相信你用作取用我們網站之登入憑證或密碼遭洩漏、遺失或失竊或你的賬戶被用作進行未經授權交易，卻未能於實際可行情況下盡快通知我們，否則你亦必須就我們的一切直接及間接損失承擔責任。
- (c) **(一般彌償保證)** 你將補償我們因你或任何其他以你的密碼或登入憑證使用網站之人士使用我們網站及違反此等條款而產生之任何負債及費用，以使我們免受損害。

11 網站更新及可用性

- (a) **(更新至最新版本的互聯網瀏覽器)** 我們或會不時更新網站，包括網站升級、強化現有功能、新增功能或進行保安更新。我們可能無法支援特定類型之互聯網瀏覽器。你或需要使用我們不時指定之互聯網瀏覽器，方可繼續使用我們的網站。你必須：
 - (i) 維持你用作取用本網站之電腦或任何裝置之操作系統為最新版本，否則我們網站或會停止支援任何較舊版本之操作系統；及
 - (ii) 維持互聯網瀏覽器為最新版本，否則可能無法正常使用網站的若干功能。
- (b) **(暫時不可用)** 我們進行維護或系統更新時，網站可能暫時不可使用。網站之可用性視乎第三者服務供應商之可靠性及可用性，包括軟件、網絡及讓你能夠取用網站之其他服務供應商。
- (c) **(暫停及終止)** 我們可隨時全權酌情決定暫停或終止你取用本網站，而無須發出事先通知。

12 超連結與第三者產品及服務

- (a) **(超連結)** 我們於本網站使用超連結以方便你導向其他外部網站。該等網站所提供之內容未經我們核實或認可。我們明確表示，概不就該等網站資料之準確性、內容、可用性或遺漏負責。你使用本網站的任何超連結造訪其他外部網站之風險概由你承擔。
- (b) **(商品)** 我們或會不時於本網站提供由第三者要約或提供之產品或服務（「商品」）之資料。除我們另行明確指明外，我們並非你與有關商品供應商所訂立之任何合約安排之訂約方。我們明確表示，概不就商品供應之可用性、適銷性或就特定目的之合適性作任何聲明及保證。對與商品之不可獲得、使用或表現有關之任何損失，我們概不負責且於任何情況下均無須承擔責任。

13 修訂

我們有權不時以通知形式更改此等條款。我們將透過於本網站刊登已更新之條款或通知、向你發送流動短訊通知及／或電子郵件信息或透過我們認為屬適宜之任何其他方式，通知你有關更改。有關更改將於通知所述日期生效。

你於更新條款生效日期後繼續使用本網站即表示，你同意有關更新條款並受其約束。若你不同意有關更改，應立即停止使用本網站。

14 適用法律與爭議

- (a) **(規管法律)** 此等條款受香港法律規管，並根據香港法律詮釋。
- (b) **(司法管轄權)** 因此等條款所產生或與其有關之任何爭議，受香港法院之非專屬司法管轄權管轄。
- (c) **(可分割性)** 此等條款任何條文之不合法性、無效性或不可強制執行性均不會影響任何其他條文之合法性、有效性或可強制執行性。
- (d) **(語言)** 此等條款之英文版本與中文版本如有任何分歧，概以英文版本為準。
- (e) **(無第三者權利)** 並非此等條款訂約方之人士無權根據《合約（第三者權利）條例》（香港法例第 623 章）強制執行此等條款之任何條文或享有此等條款任何條文之利益。

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Welab Bank Limited - Terms of Use of Website

By using this website, you agree to be bound by these Terms of Use of Website (“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 Website

- (f) **(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 Hongkong Monetary Authority.
- (g) **(About this Website)** We own this website (www.welab.bank) (“Website”). This Website provides information on and access to the products and services offered by us. The information on this Website is not our offer, recommendation or solicitation to provide you any products or services. We provide the information, products and/or services on this Website at our sole discretion.
- (h) **(Additional terms)** Our products and services provided on this Website (“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.
- (i) **(Restriction on usage)** We provide the Services via this Website to persons in Hong Kong. This Website 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 Website or the information contained in this Website is appropriate or permitted or available for use outside Hong Kong. If you access this Website outside Hong Kong, you are responsible to observe any relevant restrictions.
- (j) **(Internet connection charges)** You need an active internet connection to use this Website. You are responsible for any fees charged by your internet or mobile service provider relating to your use of this Website.
- (k) **(Electronic signature)** Your indication of agreement to any terms (including these Terms) via this Website 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 Website 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 Website. By using this Website, 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 Website and/or our Services using your passcode, or such other means as we specify from time to time.

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 Website. 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 Security protection

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

- (a) use a passcode or other authentication method we specify from time to time to access this Website 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 Website 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 computer or any device using to access this Website or on anything usually kept with or near it without disguising. Any other person who uses your passcode to access this Website 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 Website;
- (g) not leave your computer or any device using to access this Website unattended while logged in to this Website;
- (h) close this Website securely every time after each session to prevent any unauthorised access to this Website;
- (i) safeguard any security device or any other similar device for identity authentication purposes;

- (j) ensure that your computer or any device you are using to access this Website is protected and backing-up data. You are also recommended to scan for computer viruses and other destructive programmes;
- (k) inform us of any change to your mobile phone number and/or email address;
- (l) 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, your computer or any device using to access this Website; and
 - (ii) any unauthorised use of our Services via this Website.

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

- (m) delete the history, cookies and all credentials stored on your computer or any device using to access this Website before disposal or before passing your computer or device temporarily to someone else, and immediately upon termination of the Services.

7 Your responsibilities

- (a) This Website 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 Website, including any security advice, specified by us from time to time.
- (c) You must not install or launch this Website if your computer or any device you are using to access this Website contains any pirated, hacked, fake or unauthorised software and/or applications.
- (d) You must not act fraudulently or maliciously in relation to this Website or its features, including by reselling, copying, modifying, adversely effecting, reverse engineering or tampering with the Website in any way, or assist anyone else to do any of these things, unless you have been authorised to do so.
- (e) You must not use the Website in any unlawful manner or in contravention of any agreement with us.
- (f) 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 Website in any way, or assist anyone else to do so.
- (g) You must not send or forward junk or chain messages on the communicative channel on the Website or use such communicative channel for the mass distribution of unauthorised and unsolicited messages.
- (h) Any information or data transmitted through this Website is subject to risks of delay, loss, diversion, alteration, corruption and other risks associated with hardware, software and network failure.
- (i) The person creating the content on this Website is ultimately responsible for the content created. Such content may be protected by certain proprietary rights and laws.
- (j) We own all the rights to or are licensed to use:

- (i) the trade marks, logos, service marks displayed on this Website; and
 - (ii) all contents of this Website (including text, graphics, images and sounds).
- (k) 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.

8 Use of Cookies

- (a) **(Use of cookies)** We use cookies on this Website. “Cookies”, including cookies, pixels and similar technology, are information automatically stored on your computer or any device using to access this Website that can be retrieved later by this Website.
- (b) **(What do we use cookies for)** Cookies allow us to recognise your computer or any device using to access this Website and record information about your use of this Website. 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 Website to:
 - (A) allow our server to determine whether the cookies setting on your computer or any device using to access this Website have been enabled or disabled. This allows us to know whether data can be collected from your computer or any device using to access this Website;
 - (B) temporarily allow you to carry information between pages of this Website to avoid you having to re-enter that information; and
 - (C) temporarily identify your computer or any device using to access this Website after you have logged in to this Website so that our server can maintain a dialogue with your computer or 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 Website by tracking your behavior or digital foot-print within this Website and recognising your computer or any device using to access this Website when you are a repeat user so that we can gather statistics on new and repeat users to evaluate the effectiveness of this Website or our Services.
 - (iii) **Functionality cookies** recognise you when you return to this Website. 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 Website.
 - (iv) **Targeting/advertising cookies** record your access to and/or digital foot-print in this Website, your response to our online advertisements, track the pages you have accessed and the links you have followed within this Website. We use this information to:

- (A) make our Website more relevant to your interests based on your past behavior;
 - (B) provide online advertisements or offers on our Website or third party websites or applications 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 internet browsers are initially set to accept cookies. If you wish to amend your cookie preference for this Website, you can do this by changing the settings on your internet browser. Please note that if you block all cookies, including strictly necessary cookies, certain features on this Website may not work properly.

9 Limitation of our liabilities

- (a) **(“As is” basis)** Although we have taken care in preparing the content and information contained in this Website, 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 Website 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 Website 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 Website.
- (d) **(No liability)** We accept no liability for any loss or damage arising from your access to or use of this Website, including any loss or damage arising from any defect, error, fault, mistake, unavailability or inaccuracy of the content and information contained on this Website.

10 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 Website 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 Website 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 Website and the breach

of these Terms by you or any other person using the Website with your passcodes or logon credentials.

11 Website update and availability

- (a) **(Update-to-date internet browser)** We may update the Website from time to time, including by upgrading the Website, enhancing existing features, adding new features or carrying out security updates. We may not be able to support a particular kind of internet browser. You may be required to use an internet browser as we specify from time to time before you can continue using our Website. You should:
 - (i) keep the operating system of your computer or any device using to access this Website up-to-date or our Website may stop supporting an older version of the operating system; and
 - (ii) keep the internet browser up-to-date or certain features of the Website may not function as intended.
- (b) **(Temporary unavailability)** The Website may be temporarily unavailable when we are conducting maintenance or system updates. The availability of the Website 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 Website.
- (c) **(Suspension and termination)** We may suspend or terminate your access to this Website at any time at our sole discretion without prior notice.

12 Hyperlinks and third party products and services

- (a) **(Hyperlinks)** We use hyperlinks on this Website 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 Website 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 Website 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.

13 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 Website, 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 Website 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 Website.

14 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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