

# 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

(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 Website) We own this website ([www.welab.bank](http://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.

(c)(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.

(d)(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.

(e)(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.

(f)(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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