

Terms and Conditions for Fubon Life e-Service

1. Provision of Online Service

1.1 This online service is, subject to these Terms and Conditions, provided by Fubon Life Insurance (Hong Kong) Company Limited (“**Fubon Life**”) to you to access information, conduct transactions, and make inquiries online in relation to your insurance policies with Fubon Life (“**Services**”). Please read these Terms and Conditions carefully.

1.2 Fubon Life shall have the right to impose from time to time and without prior notice any limit whether in transaction amount, operating procedures or otherwise on the use of any of the Services. Such limit shall be determined by Fubon Life at its sole discretion.

2. Registration

2.1 To apply for the Services, you will have to register at Fubon Life’s website by verifying such information as requested by Fubon Life.

2.2 During registration, you shall set up your own Login ID ("Login ID"). Password ("Password") will be sent to you, at your own risk, by email or SMS or such other form as prescribed by Fubon Life.

2.3 You warrant that all information provided by you to Fubon Life is provided voluntarily and that such information is true, correct and complete in all respects. You will have to inform Fubon Life forthwith if there is any change of your information.

3. Instructions

3.1 Fubon Life will rely upon and act in accordance with the instructions given to Fubon Life through the Internet in connection with any Services offered to you if the person giving the instruction can quote your Login ID and Password.

3.2 Fubon Life shall not be under any duty to verify the identity of the person sending instructions on your behalf. Any Services effected pursuant to such instructions as referred to in paragraph 3.1 above shall be binding upon you whether the instructions were made with or without your authority, knowledge or consent.

3.3 Fubon Life may refuse to accept any instruction upon such grounds as Fubon Life deems fit.

3.4 Any Services effected pursuant to an instruction given to Fubon Life may be considered concluded only if Fubon Life has confirmed with you the same in writing.

3.5 You undertake to: (a) keep your Login ID and Password secret and safe; and (b) inform Fubon Life immediately if you know or suspect that any unauthorized person knows your Login ID or Password. You may refer to Fubon Life’s website for the way of contact.

3.6 You understand and acknowledge that this online service (i.e., Services) is provided as an additional service and shall not be taken as a substitute for other means of delivering instructions or effecting transactions. If the Services are not available for whatever reason, you shall have no claims whatsoever against Fubon Life and shall use other available means to deliver instructions or effect transactions.

3.7 You shall hold Fubon Life harmless and indemnify Fubon Life against all actions, proceedings, demands, claims, liabilities, damages, losses, costs and expenses howsoever arising, directly or indirectly, out of the Services effected in accordance with any instruction referred to in paragraph 3.1 above. This indemnity shall continue notwithstanding any maturity or expiry or termination of your insurance policy(ies).

4. Warranties

4.1 You warrant to Fubon Life that:

(a) You shall not gain access to any Services in any country or jurisdiction where the offering of the same by Fubon Life is not lawful or where these Terms and Conditions may not be enforceable by Fubon Life against you. If you access to this website from outside Hong Kong, you do so on your own responsibility and are responsible for ensuring compliance with all law and regulations in the place where you are located in.

(b) You shall not, and shall not attempt to, reverse engineer, decompose, disassemble or otherwise tamper with any software relating to any Services or this website.

(c) You shall ensure that the browser cache memory shall be cleared immediately each time you logout having gained access to any Services through the use of computer or other electronic devices. You shall exit and close the browser immediately after each use of any Services through the use of computer or other electronic devices.

5. Disclaimers

5.1 Owing to unpredictable traffic congestion, openness and public nature of the Internet and other reasons, the Internet may not be a reliable medium of communication and that such unreliability is beyond the control of Fubon Life. This may subject transactions to delays in transmission, incorrect data transmission, delays in execution, misunderstanding and errors in any communication between Fubon Life and you, transmission blackouts, interruptions and so on. Fubon Life does not assume, and hereby disclaims, any liability or responsibility to you or any other person for the consequences arising from or in connection with the communication unreliability.

5.2 Fubon Life cannot and does not guarantee or warrant that files or scripts available for downloading from this website are free of viruses, worms, Trojan horses or other code that has contaminating or destructive properties. Fubon Life shall assume no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your electronic appliances (including your computer) or other property as a result of your access to, use of, or browsing on this website and linked/embedded websites or your downloading of any files, scripts, materials, data, text, images, video, audio or other objects from this website.

5.3 This website may be linked to other websites which are not maintained by Fubon Life. Fubon Life shall not be responsible for the contents of those websites. The inclusion of any link to such websites does not imply approval or endorsement by Fubon Life of the websites or the contents thereof.

5.4 By accessing to this website, you agree that to the fullest extent permitted by law, under no circumstances or any theories of liability under international, civil law or common law, or statutory law including but not limited to strict liability, negligence or other tort theories, or contract, patent or copyright laws, shall Fubon Life be liable for any losses or damages of any kind arising from or in connection with the use of or access to this website or any information or services provided on this website including direct, indirect, consequential, incidental, or punitive damages (even if Fubon Life has been advised of the possibility of such losses or damages).

5.5 No failure or delay by Fubon Life in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Any remedies provided to Fubon Life hereunder are not intended to be exclusive of any other remedy and each and every remedy shall be cumulative and in addition to every other remedy given hereunder, now or hereafter existing at law or in equity, by statute or otherwise.

6. Personal Information

6.1 The Privacy Policy Statement (“Statement”) is given by Fubon Life in accordance with the Personal Data (Privacy) Ordinance to notify you why your personal data are collected, how they will be used and of your rights to request access to and to request correction of the data. You can also access to the Statement on www.fubonlife.com.hk.

6.2 You agree that you shall indemnify Fubon Life for any loss or expenses incurred by Fubon Life by reason of any misstatement with respect to paragraph 6.1 above.

7. Information on this Website

7.1 Any transactions effected by you through the use of any Services shall be made solely upon exercise of your own judgment and at your own discretion notwithstanding any information, suggestion or documents Fubon Life may have provided to you. You are solely responsible for ensuring the accuracy, adequacy and completeness of all instructions given to Fubon Life. Fubon Life is not obliged to verify the accuracy, adequacy and completeness of your instructions.

7.2 Any information, suggestion or recommendation communicated to you by Fubon Life shall not constitute an offer to sell any product or provide any service to you, or solicitation for such offer.

7.3 The information provided to you by Fubon Life is based on information obtained from sources believed by Fubon Life to be reliable and is for reference only. You should conduct an independent verification of such information and if in doubt, seek independent professional advice. Fubon Life shall not be liable for any inaccuracy, not up to date, or incompleteness of such information so provided or the consequences of any transactions effected by you based on such information.

7.4 Any instruction in connection with the Services shall not be considered to be received by Fubon Life unless it is given in the way prescribed from time to time by Fubon Life and until it is actually received by Fubon Life.

7.5 Any instruction in connection with the Services once received by Fubon Life may not be amended, cancelled or withdrawn. All such instructions, as understood and acted upon by Fubon Life in good faith, may be irrevocable and binding on you whether given by you or by any other person purporting to be you.

7.6 Instructions shall be processed as soon as practicable after being received by Fubon Life. Fubon Life shall not be liable for any loss, damage, expense or consequential loss suffered by you by virtue of any delay in Fubon Life acting on any instruction or for any inability of Fubon Life to act on such instruction as a result of the instruction being unclear or incomplete or not reaching Fubon Life.

8. Trademarks and Copyright

8.1 Nothing contained on this website shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark or images displayed on this website without the written permission of Fubon Life.

8.2 No materials or contents (including the text, images, audio and video) on this website may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way without Fubon Life's written permission.

9. Amendments

9.1 Fubon Life may, at any time and at its sole discretion and without prior notice, delete, replace, add or change any of these Terms and Conditions including without limitation any of the Services. You should read these Terms and Conditions before you use or access to the Services. You shall be deemed to have agreed to be bound by these Terms and Conditions as from time to time amended or varied each time you use any of the Services or access to this website.

10. Governing Law and Prevailing Language and Invalidity

10.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region, without giving effect to its conflict of law provisions. You agree that any legal action or proceeding between you and Fubon Life will be brought exclusively in a court of competent jurisdiction sitting in Hong Kong.

10.2 The Chinese version of these Terms and Conditions is for your reference only and in case of any conflict between the Chinese version and the English version of these Terms and Conditions, the English version shall prevail.

10.3 If any provision in these Terms and Conditions shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable. To the extent it is not possible to delete or modify the provision, in whole or in part, under this paragraph 10.3, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of these Terms and Conditions and the legality, validity and enforceability of the remainder of such provision or Terms and Conditions shall, subject to any deletion or modification made under this paragraph 10.3, not be affected.