

## **PARTNER CONNECT - Terms of Use**

### **1. General**

1.1 This PARTNER CONNECT is an Internet-based private portal site provided by Fubon Life Insurance (Hong Kong) Company Limited (“**Fubon Life**”) for the sole purpose of assisting its insurance intermediaries (including, where applicable, their responsible officers and technical representatives) to better service Fubon Life’s policyowners but the content of which does not constitute investment, financial or professional advice or recommendation upon which any person may rely.

1.2 Fubon Life grants you the right to visit or access to this website and any of its pages, or use the PARTNER CONNECT subject to these Terms of Use as from time to time amended by Fubon Life at its sole discretion and without prior notice to you (“**Terms of Use**”). You are responsible for regularly reviewing the Terms of Use as amended from time to time. Your visit or access or continued use or access to this website/PARTNER CONNECT shall constitute your agreement to all the Terms of Use as amended from time to time.

1.3 You undertake fully and effectively to indemnify and keep indemnified at all times Fubon Life against all loss, damages, actions, proceedings, costs, claims, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained, incurred or paid by Fubon Life directly or indirectly arising from or in connection with:

- (a) the access to this web site and any of its pages and/or use of the PARTNER CONNECT by you;
- (b) any information, data or material produced by you in whole or in part from this web site and/or any of its pages and/or the PARTNER CONNECT; and/or
- (c) any breach of or non-compliance by you with any of the provisions of these Terms of Use.

1.4 You further undertake that you will not seek to recover and shall not be entitled to recover from Fubon Life or to be indemnified by Fubon Life against any direct, indirect or consequential loss or damage, or claims, proceedings, costs, demands, liabilities and expenses whatsoever sustained, incurred or paid by you arising from and/or in connection with the use of this web site and any of its pages and/or the PARTNER CONNECT.

1.5 Fubon Life shall be entitled to forthwith terminate your right to access this web site and/or use the PARTNER CONNECT without prior notice. Your right to access this web site and/or use the PARTNER CONNECT shall terminate automatically upon the occurrence of any of the following events:

- (a) you breach or fail to comply with any of these Term of Use; or
- (b) you do not have or fail to maintain valid and appropriate licences from relevant authorities in Hong Kong including the Insurance Authority, the Professional Insurance Brokers Association, the Hong Kong Confederation of Insurance Brokers and the Securities and Futures Commission which are required for you to perform the services anticipated hereunder and/or under the appointment/distribution agreement(s) made between Fubon Life and your company; or
- (c)(i) your appointment/distribution agreement(s) with your company is(are) terminated; or (ii) the appointment/distribution agreement(s) between Fubon Life and your company is(are) terminated.

## **2. Site Content**

2.1 The information contained on the pages of this web site and any of its pages or the PARTNER CONNECT is subject to modification and update from time to time without notice to you. Fubon Life cannot guarantee or ensure either the accuracy, completeness or authenticity of any site content, site functionality, or your transmission of any site content from the site to you.

2.2 Any use or attempted use of this web site (i) for any unlawful, unauthorized, fraudulent or malicious purpose; (ii) to gain unauthorized access to any accounts, computer systems or networks connected to any server or systems through hacking, password mining or any other means; (iii) to access systems, data or information not intended by Fubon Life to be made accessible to you; (iv) to attempt to obtain any materials or information through any means not intentionally made available by Fubon Life; or (v) other than for the business purpose for which it was intended as specified in paragraph 1.1 above, is prohibited.

## **3. User Account & Password**

3.1 The PARTNER CONNECT Login ID is assigned by Fubon Life following a defined convention as determined by Fubon Life. You shall not use a Login ID or password that Fubon Life, in its sole and absolute discretion, deems offensive or inappropriate. Fubon Life reserves the right to deny creation of your user account based on Fubon Life's inability to verify the authenticity of your registration information.

3.2 It is your responsibility to protect your password. You agree not to reveal your password to other users and you agree to indemnify and hold Fubon Life harmless for any improper or illegal use of your online service user accounts. This includes illegal or improper use by someone to whom you have given permission to use your online service user accounts.

3.3 You shall be solely responsible for maintaining the confidentiality of your password. You shall immediately notify Fubon Life of any known or suspected unauthorized use(s) of your user account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password information. You must logout from your user account at the end of each session. You shall not allow any third party to use your Login ID and password. You are fully responsible for all usage or activity on your user account and undertakes to indemnify at all times Fubon Life against any loss or damages suffered as a result of such usage or activity. Fubon Life reserves the right to terminate your user account, in its sole and absolute discretion, at any time without prior notice to you and cause.

#### **4. Warranties**

4.1 You warrant and undertake: (a) that you have and shall maintain at all times valid and appropriate licences from relevant authorities in Hong Kong including the Insurance Authority, the Professional Insurance Brokers Association, the Hong Kong Confederation of Insurance Brokers and the Securities and Futures Commission which are required for you to perform the services anticipated hereunder and/or under the appointment/distribution agreement(s) made between Fubon Life and your company; and (b) that you shall immediately notify Fubon Life if such licences are terminated, suspended or are not renewed.

#### **5. Intellectual Property**

5.1 Except as otherwise expressly stated, all contents, documents and materials assessed, available and/or appeared on this website are the copyrighted work of Fubon Life or the owners or the third party content suppliers and are protected by local and international copyright law. The compilation (meaning the collection, arrangement and assembly) of all these contents, documents and materials is also the exclusive property of Fubon Life or the owners or the third party content suppliers and is protected by local and international copyright laws.

5.2 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.

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#### **6. Disclaimer and Limitation of Liability**

6.1 Fubon Life does not warrant the absence of delays, failures, errors, omissions or loss in respect of any information transmitted through this web site. Fubon Life does not guarantee any of the following: a) no viruses or other contaminating or destructive properties will be transmitted through this web site; or b) no damage will occur to any computer system connecting to this web site. You shall have sole responsibility in taking any precautionary measures against computer viruses or other contaminating or destructive properties as they think appropriate and necessary.

6.2 You agree and accept that your use of the PARTNER CONNECT is at your sole risk and acknowledge that the PARTNER CONNECT and anything contained within the PARTNER CONNECT or this web site and any of its pages are provided "AS IS" and "AS AVAILABLE", and that Fubon Life makes no warranty of any kind, express or implied, as to the merchantability, non-infringement, title or fitness for a particular purpose or use. Fubon Life does not warrant that the PARTNER CONNECT is compatible with your equipment or that the PARTNER CONNECT is free of errors or viruses, worms or "Trojan horses," or any other harmful, invasive, or corrupted files, and is not liable for any damage you may suffer as a result of such destructive features. You agree that Fubon Life, its subsidiaries and its third-party agents shall have no responsibility or liability for: (a) any injury or damages, whether caused by the negligence of Fubon Life, its employees, subcontractors, agents, suppliers or otherwise arising in connection with the PARTNER CONNECT and shall not be liable for any lost profits, losses, punitive, incidental or consequential damages or any claim against Fubon Life by any other party; or (b) any fault, inaccuracy, omission, delay or any other failure in the PARTNER CONNECT caused by your computer equipment or arising from your use of the PARTNER CONNECT.

6.3 Fubon Life shall not be responsible for any detrimental reliance that you may place upon the PARTNER CONNECT, this web site and any of its pages or their contents whatsoever.

6.4 FUBON LIFE MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, LACK OF VIRUSES OR OTHER HARMFUL COMPONENTS AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED WITHIN THE PARTNER CONNECT, THIS WEB SITE AND ANY OF ITS PAGES FOR ANY PURPOSE. ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. FUBON LIFE HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, TITLE AND NON-INFRINGEMENT.

6.5 YOU SPECIFICALLY AGREE THAT FUBON LIFE SHALL NOT BE RESPONSIBLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR ANY TRANSACTIONS ENTERED INTO THROUGH THE PARTNER CONNECT. YOU SPECIFICALLY AGREE THAT FUBON LIFE IS NOT RESPONSIBLE OR LIABLE FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE OR ILLEGAL CONTENT OR CONDUCT OF ANY OTHER PARTY OR ANY INFRINGEMENT OF ANOTHER'S RIGHTS, INCLUDING WITHOUT LIMITATION INTELLECTUAL PROPERTY RIGHTS.

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6.7 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.

## **7. Confidentiality/Privacy**

7.1 Fubon Life is pledged to uphold the requirements of the Personal Data (Privacy) Ordinance (Chapter 486), Laws of Hong Kong Special Administrative Region) in collecting, processing and storing client's personal information over the Internet. You agree to take all practicable steps to protect the privacy of the client's personal information against leakage and unauthorized access or use.

7.2 You warrant and undertake: (i) to obtain the appropriate consent from client / potential client when collecting data for performing business services anticipated hereunder or otherwise required by Fubon Life; (ii) that you shall only use such data for the purpose specified in paragraph 1.1 above; and (iii) that you shall not divulge or otherwise allow others to access such data.

7.3 Information retrieved from the PARTNER CONNECT for any insurance policies should not be released to any parties except the very own policyholder under his/her consent.

7.4 No information provided in the PARTNER CONNECT or collected by you therefrom may be reproduced, transmitted, or stored in a retrieval system, in any format or by any means, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of Fubon Life.

7.5 The information as processed by and / or provided to you is the property of Fubon Life and must not be used in any manner other than in the normal course of your agency or distribution activities in furtherance of the interests of Fubon Life.

7.6 All materials, whether tangible or intangible, provided to you shall remain at all times the property of Fubon Life and shall be returned and/or destroyed forthwith upon demand or at the earlier termination of your appointment/distribution agreement(s) with your company or the appointment/distribution agreement(s) between Fubon Life and your company.

## **8. Governing Law and Prevailing Language and Invalidity**

8.1 These Terms of Use 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.

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

8.3 If any provision in these Terms of Use 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 8.3, 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 of Use and the legality, validity and enforceability of the remainder of such provision or Terms of Use shall, subject to any deletion or modification made under this paragraph 8.3, not be affected.

