

## **Ele Bank Limited**

### **Website Terms of use**

This section contains the terms of use (these "**Terms**") of this website (this website, its gateway and pages collectively, the "**Website**"). By accessing this Website, you are agreeing to the Terms set out below and by continuing to use the Website following the posting of any changes to these Terms will signify your consent to the changes made.

#### **General**

The Website is intended for those who access it from within Hong Kong. Products and services referred to in the Website are to be or are being offered and provided by Ele Bank Limited (the "**Bank**", "**us**" or "**we**") in Hong Kong only.

#### **No offer, solicitation or recommendation of financial services or products**

Therefore, the material provided on the Website is not intended for use by persons located in or resident in jurisdictions other than Hong Kong. The Website should not be considered as communicating any invitation or inducement to engage in banking or financial activity outside Hong Kong. Persons accessing the Website are required to inform themselves of any relevant restrictions.

Making available information about products or services on this Website does not constitute an offer, solicitation or recommendation of any products or services provided by the Bank. The information provided on the Website is not intended for distribution to, or use by, any person in any jurisdiction where such distribution or use would be contrary to the applicable laws or regulations. This Website will not be considered to be communicating any invitation or inducement to engage in any banking or financial activity.

Any information provided on the Website does not constitute and should not be considered as investment, financial, tax or professional advice. You should obtain your own independent investment, financial, tax and professional advice as appropriate.

Any information, products or services supplied in this Website may be withdrawn or amended at any time without advance notice at the discretion of the Bank. The eligibility of clients for particular information, products or services is subject to the final and absolute discretion of the Bank.

#### **Information provided on the Website**

Any exchange rate, interest rate and other prices and information quoted or provided by the Bank through the Website or any other communication medium, is for our customer's reference only and is not binding on the Bank unless confirmed by the Bank. The confirmed exchange rate, interest rate, price or information is binding on our customer upon their acceptance, notwithstanding that a different exchange rate, interest rate or price might have been quoted or provided by the Bank at another time.

#### **Third Party Websites**

The Website may be linked to other third party websites through hyperlinks ("**Third Party Websites**"). We are not responsible for the contents available on these Third Party Websites and your use of such external websites is wholly at your own risk. You understand that the content, accuracy or opinions provided by such Third Party Websites or the links to other websites have not been examined, verified, or approved by the Bank and that the Bank does

not give any assurance or guarantee and makes no warranty or representation as to the suitability, correctness, reliability or completeness of the information and services provided by these Third Party Websites.

The Bank will not bear liability for any loss or damage arising from the use, presence of, suspension, disruption and/or other non-availability of these Third Party Websites. Your interaction with these Third Party Websites, including the provision of any information thereto or any transaction therewith, will be entirely at your own risk and your sole responsibility. You will also be deemed to have waived absolutely your recourse to the Bank for any loss or damage suffered as a result of browsing or accessing any Third Party Websites. In case you access these Third Party Websites, please review the terms and conditions of such Third Party Websites.

### **Communications over the Internet**

Due to the nature of the internet, any messages, instructions and transactions may be subject to interruption, transmission blackout, delayed transmission or incorrect data transmission. We are not liable for malfunctions in any communication facilities beyond our control that may affect the accuracy or timeliness of messages and transactions you send to us or receive from us. We have a right to delay acting or refuse to act on any communications from you if we are aware of or suspect a breach of security or other suspicious circumstances relating to the use of this Website.

### **Downloading and other security measures**

We do not represent or confirm:

- the accuracy, functionality and performance of any third party software that may be used in connection with this Website;
- that the Website will be available and meets your requirements;
- that access to the Website will not be interrupted;
- that there will be no delay, failure, error or omission or loss of information in transmission;
- that no viruses or other contaminating or destructive or otherwise inappropriate properties will be transmitted; and
- that no damage will occur to your computer system or mobile device.

You are solely responsible for the following:

- adequate protection and back up of data and equipment;
- undertaking reasonable and appropriate precautions to scan for computer viruses and other contaminating or destructive or otherwise inappropriate properties; and
- keeping your personal information secured from unauthorised use.

## **No warranty**

Whilst we have taken care in preparing the content and information contained on this Website, such content and information are provided on an "as is" basis without representation or warranty of any kind, whether express or implied. In particular, no warranty about non-infringement, security, accuracy, fit for purpose or absence of computer viruses or any destructive properties is given in connection with such content and information.

## **Copyright and Trademarks**

The Bank and other parties (as applicable) own the trademarks, trade names, logos and service marks (collectively, the "**Trademarks**") that are used or displayed on this Website. You are not allowed to use any Trademark used or displayed on this Website without our or such other parties' prior written permission.

All contents on this Website, including but not limited to the text, graphics, links and sounds are protected by copyright. You are not allowed to modify, reproduce, store in a retrieval system, transmit, copy or distribute these materials (or any part of them), or use them for creating derivative works or in any other way for commercial or public purposes without the Bank's prior written consent.

## **Data Privacy**

To preserve the confidentiality of all personal data that you provide to the Bank, we adhere to: (i) the Personal Data (Privacy) Ordinance of Hong Kong and (ii) our Privacy Principles and Notice Relating to the Personal Data (Privacy) Ordinance (the "**Notice**") with regards to collecting, processing, using and storing your personal data.

## **Cookies, web beacons and spotlight tags**

The Bank may gather the following information through the use of "cookies". Cookies are small bits of information that are automatically stored on your web browser in your computer, mobile phone or other device for accessing the internet that can be retrieved by this Website or mobile application. Cookies will:

- record your visit to the Website for analysing the number of visitors to the Website, and users' general usage patterns;
- record your personal usage patterns, profile, preferences and interests through your use of the Website and for improving your experience; and
- allow us to recognise your device and store information about your personalised settings (such as language preference, useful links settings) and your use of the Website (such as visit and logon sessions, as well as your behaviour, pattern and footprints regarding such use), thus enabling us to provide more useful features to you and to tailor the content of the Website to suit your interests.

We will be able to access the information stored on the cookies. These data obtained through cookies may be further comingled and matched with your personal data collected and used or to be collected and used by the Bank in accordance with the Notice, including but not limited to your demographic data, transaction details and transaction pattern and behaviour (where applicable). Where permitted by your marketing preferences, we may use these data and your personal data to provide you with promotional materials or direct marketing.

Most browsers are initially set to accept cookies. If you prefer, you can, during your visit to the Website, set your browser to disable cookies or to inform you when they are set. By disabling cookies, you may not be able to take full advantage of the Website.

If you accept cookies during your use of the Website or continue to use it, you will be acknowledging that your information and personal data (if any) is being collected, stored, accessed and used as outlined above.

We may also work with third parties to research certain usage and activities on the Website for us. These third party research agencies include (but are not limited to) Sizmek, Bing, Google Campaign Manager (DoubleClick Campaign Manager), Google Ads (AdWords), Google Display & Video 360 (DoubleClick Bid Manager), Google Webmaster, Yahoo!, Facebook, WeChat, Yahoo, theTradeDesk, Nielsen NetRatings, Webtrends, Celebrus and Adobe. They use technologies such as tracking tags, cookies, spotlight monitoring and web beacons to collect information for this research. They use the information collected through such technologies (i) to find out more about users of the Website, including the number of the visitors, user demographics, preferences, interests, behaviour and usage patterns, (ii) for internal reporting and (iii) to improve the effectiveness of our marketing.

The information that they collect will be shared with us but such information may possibly be comingled and matched with your personal data collected or to be collected by us in accordance with the Notice to enable your identity to be directly or indirectly ascertained. As part of the information that we share with them, we may share your advertising identifier and "installation event" (which means the data in relation to when you first install or use the Website).

Personally identifiable information about you may be collected or shared by third party research agencies such as Sizmek, Bing, Google Campaign Manager (DoubleClick Campaign Manager)/Google Ads (AdWords)/ Google Display & Video 360 (DoubleClick Bid Manager)/Google Webmaster, Facebook, WeChat, WebTrends, Yahoo, theTradeDesk, Celebrus and Adobe with us as a result of this research. Should you wish to disable the cookies associated with such technologies, you may change the setting on your browser. However, in disabling cookies you may not be able to enter certain parts of the Website.

To find out more about the use of cookies and the information-collecting practices and opt-out procedures of third party research agencies, such as Sizmek, Bing, DoubleClick Bid Manager/ Google Adwords/ Google Webmaster, Facebook, WeChat, WebTrends, Yahoo, theTradeDesk, Celebrus and Adobe, please visit their respective websites.