

## Terms & Conditions for Use of the Boni App

The Specific Terms below (the “**Boni Specific Terms**”) shall apply whenever FUBON CREDIT (HONG KONG) LIMITED (“Fubon Credit”) agrees to provide Boni Service to the Customer. Should there be any inconsistency between the Boni Specific Terms and other relevant terms and conditions, the Boni Specific Terms shall prevail.

Unless otherwise stated to the contrary, in the Boni Specific Terms:-

“**Account**” means each account which the Customer opens and holds with Fubon Credit from time to time, as set out in these Boni Specific Terms;

“**Application Form**” means Fubon's standard application form (whether in the form of physical copy or in any substantially identical form that Fubon Credit may designate from time to time, including but not limited to the Boni Service) for a particular Account or Service it provides executed by or on behalf of the Customer, as amended or supplemented from time to time, and includes as part of it, (where applicable) any Biometric Data collected;

“**Biometric Data**” is a type of personal data which includes physiological data with which an individual is born with and behavioural data developed by an individual after birth. By way of an example, “Biometric Data” shall include facial images;

“**Biometric Authentication**” shall have the meaning given to it in Section 5 of these Terms;

“**Content**” includes items that a Customer may see, read, hear, download, install, modify or otherwise access on or via Boni (including but not limited to messages, files, Data, software, images, photographs, illustrations, expression, presentation, opinion, advice, form, format, mode or method of compilation, selection, configuration, text and other materials);

“**Customer**” means the person in whose name an Account is to be opened and/or is opened; or a Service is to be supplied and/or is supplied and reference to the Customer shall include the Customer's executor, personal representative, lawful successor, assign and trustee in bankruptcy.;

“**Device**” means any electronic device such as a mobile phone, tablet, other device or telecommunication equipment, together with all software and other hardware required to access Boni Service through the Boni App;

“**Boni Service**” shall have the meaning given to it in Section 1 of these Terms;

“**Boni App**” means Fubon Credit’s mobile phone application or any other application in digital form which Fubon Credit offered for use on compatible Devices through which the Customer may use the Boni Service;

“**Fubon Credit**” means Fubon Credit (Hong Kong) Limited including its successors, transferees and assigns and any person deriving title under it; and

“**Information**” means any form of Data, news, report, information or material made available through the Boni App, including but not limited to text, images, sound codes, computer programs, software and databases, as well as interest rate, price and calculated amount), whether or not given as a result of any Instructions.

## **1. The provision of the Boni Service**

- 1.1. Fubon Credit shall provide an electronic service that permits the Customer to opening Accounts and/or applying for Services which Fubon Credit may provide from time to time in its absolute and sole discretion, by submitting the Information to Fubon Credit through the Boni App (the "**Boni Service**").
- 1.2. Fubon Credit reserves the right to determine and vary the scope of the Boni Service to be provided from time to time (upon giving reasonable prior notice to the Customer) in Fubon Credit's absolute and sole discretion, including but not limited to, the right:
  - 1.2.1. to modify, expand or reduce the scope of the Services for application under the Boni Service, or to terminate the Boni Service;
  - 1.2.2. to limit the number or type of Customer who could access and use the Boni Service; and
  - 1.2.3. to impose or vary any requirements and/or conditions on the use of the Boni Service, including but not limited to, the eligibility criteria, the Information required to be submitted and/or imposition of additional due diligence process as may be prescribed by Fubon Credit from time to time.
- 1.3. If the Customer chooses not to accept the changes in the scope of Boni Service, the Customer can remove the Boni App on his/her iOS or Android device and contact our Integrated Customer Service Hotline at 3767 6668 during Officer Hours to cancel any application that has been submitted but is not drawn down yet. The data provided for the application will be kept for a reasonable period of time according to the Fubon Credit's Document Retention Guideline.
- 1.4. The Boni Service is offered for the Customer's sole and exclusive use and only in such jurisdictions and to such extent where and when they may be lawfully offered and processed under the Laws of Hong Kong SAR.
- 1.5. The opening of Accounts and/or provision of Services by Fubon Credit are subject to the satisfactory provision of Information by the Customer. Fubon Credit has the right to request for further and better documents and/or refuse application for Accounts and/or Services at its sole discretion without giving any reason.

## **2. Terms of Use of the Boni App**

- 2.1. The Boni Specific Terms apply to the Boni App, including any updates or supplements to the Boni App, unless otherwise stated in writing.
- 2.2. The Boni App is maintained in Hong Kong Special Administrative Region. The information contained in the Boni App and the Boni Service are directed at persons in Hong Kong and not intended for distribution to or use by any persons in any jurisdiction where such distribution or use breaches any local laws or regulations. The Boni App does not constitute any offer or solicitation to provide products or services to any person to whom it is unlawful to make such

offer or solicitation or where the local law or regulation does not permit the use of such products or services.

- 2.3. The Boni App can be used on a Device running an operating system supported and specified by Fubon Credit from time to time. Fubon Credit shall not be liable if the Customer does not use the Boni App on a Device that meets the requirements and consequently, the Boni App malfunctions or that not all of the features of the Boni App can be utilized.
- 2.4. From time to time, updates to the Boni App may be issued by Fubon Credit through the App Store. Fubon Credit may require the Customer to download the latest version of the Boni App in order to use the Boni App.
- 2.5. The rights to the Boni App (except for any information provided by Fubon Credit's licensors or by Fubon Credit's third-party providers) are owned by Fubon Credit. Fubon Credit reserves the right to, at Fubon Credit's absolute discretion, suspend or terminate the Customer's use of the Boni App or any part of it.
- 2.6. The Customer acknowledges that the Boni App has not been developed to meet his/her individual requirements. The Customer shall be responsible to ensure that the facilities and functions of the Boni App meet his/her requirements.
- 2.7. Fubon Credit does not charge any fee for the downloading of the Boni App. The Customer is liable for any telephone charges and/or any charges made by the Internet service provider as a result of connection in order to use or access the Boni App.
- 2.8. The Customer shall not use or permit the use of the Boni App, in whole or in part, for any purpose (whether legal or illegal) other than as specifically intended for the Customer to provide Information to Fubon Credit in order to open Accounts and/or apply for the Services. In particular, but without limitation, the Customer shall not and shall not procure or knowingly allow any other person to:
  - 2.8.1. disrupt or interfere with the Boni App or servers or other software, hardware or equipment connected to or via the Boni App;
  - 2.8.2. use the Boni App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Boni Specific Terms or act fraudulently or maliciously, for example, by hacking into or compromising the Boni App or any operating system in any way;
  - 2.8.3. collect or store any Information, Biometric Data or Data about other users or parties of the Boni App and/or Fubon Credit other than those of the Customer him/herself or as permitted by Fubon Credit expressly;
  - 2.8.4. infringe Fubon Credit's intellectual property rights or those of any third party in relation to the Customer's use of the Boni App (to the extent that such use is not licensed by these Boni Specific Terms);
  - 2.8.5. save as expressly permitted by Fubon Credit, alter, modify, adapt, decompile, reverse engineer, copy or reproduce all or any part of the Boni App.
  - 2.8.6. to transmit any material that is defamatory, offensive or otherwise objectionable in relation to the Customer's use of the Boni App; or
  - 2.8.7. to access without authority, interfere with, manipulate, damage or disrupt:
    - (i) any part of the Boni App;
    - (ii) any device or network on which the Boni App is stored;
    - (iii) any software used in the provision of the Boni App; or
    - (iv) any device or network or software owned or used by any third party
- 2.9. Fubon Credit will take such steps as it may deem reasonably practicable (i) to ensure that its systems in connection with the provision of the Boni Service are installed with reasonably prudent security and designs and (ii) to control and manage the risks in operating such

systems, taking into account the Applicable Law relating to Fubon Credit and/or the Boni Service.

- 2.10. The Customer will make available at the Customer's own cost, the device and/or software with access to the internet capable of using the Boni App and supporting the Customer's use of the Boni App that is free from any viruses, spywares, destructive components, malwares or any software or hardware that may harm the Boni App, and at the Customer's own risk.

### **3 Boni Service**

- 3.1 By using the Boni App, the Customer is required to follow such procedure and provide such Information and Document through the Boni App (or any other channels as Fubon Credit may specify from time to time), including the Customer's Biometric Data and such other identification information and/or documents as Fubon Credit requires to perform Fubon Credit's "**Know Your Customer**" procedures and/or to comply with applicable laws and regulatory requirements.
- 3.2 Fubon Credit is entitled to refuse to open Account or provide any Services to the Customer unless the Customer has submitted Information and Document to the satisfaction of Fubon Credit.
- 3.3 To access the Boni App for the first time, the Customer must register with his/her Hong Kong mobile phone number that is capable of receiving SMS-based **One Time Password (OTP)**, or in such other means as Fubon Credit may from time to time specify. The Boni App is for the customer's sole and exclusive use.
- 3.4 In order to perform the "**Know Your Customer**" procedure, Fubon Credit may authenticate the identity of the Customer by verifying the Customer's real-time facial image against the Customer's pre-captured image provided by Customer and stored in Fubon Credit's records through Biometric Authentication which may be used in conjunction with automated decision-making tools in the application process.
- 3.5 In order to open an Account and/or provide Services to the Customer, Fubon Credit may also request the Customer to provide an e-mail address for the purposes of receiving e-mail-based **One Time Password (OTP)** and verification of identity.

### **4 One-Time Password Authentication Service ("OTP Service")**

- 4.1 Upon engaging in application process or other Services provided by Boni App that requires the authentication of Customer's identity or Customer's confirmation, an OTP through the short message service (or SMS) will be sent to the Customer's mobile phone number provided to Fubon Credit.
- 4.2 Fubon Credit will send OTP to one mobile phone number only. If Customer maintains more than one mobile phone number records with Fubon Credit, the OTP will be sent to the mobile phone number registered on the latest date according to the Fubon Credit's record.
- 4.3 Upon receipt of the OTP, Customer is required to correctly input the OTP sent to Customer via SMS to complete the required authentication or confirmation.
- 4.4 If Customer is unable to input a correct OTP, or the authentication or confirmation fails for whatever reason, the Customer will not be able to continue application process or be offered the Services.
- 4.5 Fubon Credit reserves the right to determine and vary the scope of OTP Service at any time and from time to time in Fubon Credit's absolute and sole discretion, including but not limited to, the right:

- 4.5.1 to modify or discontinue, temporarily or permanently the OTP Service;
- 4.5.2 to impose or vary any limitation and/or condition on the use of the OTP Service
- 4.6 OTP Service is offered for the Customer's sole and exclusive use in Hong Kong SAR or other jurisdictions and to such extent where and when they may be lawfully offered and processed under the laws of Hong Kong SAR. The Customer acknowledges that the mobile service provider may not allow the Customer to receive the OTP via SMS if the Customer is abroad or using an overseas mobile service network.
- 4.7 The Customer shall be liable for any charges made by the telecommunication service provider in order to use or access the OTP Service.
- 4.8 The Customer shall safeguard the confidentiality of the verification information established by the Customer for using the OTP Service ("Security Data"). For security purpose, the Customer agrees to follow and adhere to the Fubon Credit's security advice and/or recommendations and any other notices relating to the OTP which Fubon Credit may issue from time to time in relation to the use of OTP Service.
- 4.9 The Customer accepts full responsibility for the security in using the OTP Service and shall take all reasonable steps and measures to safeguard the security of the OTP Service at all times. The Customer shall immediately notify Fubon Credit if the Customer is aware of or suspect any disclosure of the OTP or a lost or stolen of the Security Data or any unauthorized use of verification information, or any other breach of security relating to the OTP Service.
- 4.10 Fubon Credit will not assume any liability or responsibility whatsoever to the Customer or any other person for the consequences arising from or in connection with any interruption, interception, suspension, delay, loss, unavailability, defect or other failure in providing the OTP, in transmitting Instructions or Content relating to the OTP Service or in connecting to or accessing the communication network caused by any acts, omissions, events or circumstances beyond the reasonable control of Fubon Credit, including without limitation, failure of any communication network, act or omission of any third party information or service providers, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment, installation or facilities, or any laws, rules, regulations, codes, directions, regulatory guidelines or government orders (whether or not having the force of law).
- 4.11 Notwithstanding anything contained in other parts of these Terms, neither Fubon Credit nor any other service provider shall in any circumstances be liable to the Customer for any incidental, indirect, special, consequential or exemplary damages, including without limitation, any loss of profits, loss due to interruption or loss of any data or devices.
- 4.12 There may be service charges levied by the Customer's mobile phone service provider for the transmission of the OTP. Fubon Credit is not liable to any charges requested by the Customer's mobile phone service provider or any other related parties for the OTP.
- 4.13 Delivery of the OTP may be subject to delayed transmission due to the traffic over the network of the mobile phone service provider or any other related parties. Fubon Credit is not liable to any interruption, delays, unavailability or mistaken delivery due to any failure of the telecommunication network.
- 4.14 Customer must ensure that all information (include but not limited to mobile phone number) provided to Fubon Credit is true, current, complete and accurate and agree to update such information when necessary. If Customer fails to provide Fubon Credit with or update any required information, Fubon Credit may not be able to provide the OTP and the Service and such may result in the Customer's inability to use the Services which require authentication through the OTP Service. Customer shall be liable for all acts and applications conducted by using the Services with the OTP (including the use of the Services by any other person with the

OTP) and all consequences arising from and/or in connection with access to and/or use of the OTP Service, whether or not authorised by the Customer.

- 4.15 Without prejudice to any other Terms contained herein, the Customer shall fully indemnify and keep fully harmless Fubon Credit, affiliates, officers, employees and agents against all liabilities, claims, demand, losses, damages, costs, charges and expenses of any kind (including without limitation, legal fees on a full indemnity basis) which may be incurred and all actions or proceedings which may be brought by or against Fubon Credit in connection with the provision of the OTP Service.
- 4.16 The third parties (including, without limitation, telecommunications company(ies), system operators and internet service provider(s)) supporting the OTP Service are neither agencies of Fubon Credit nor representing Fubon Credit. There is no co-operation, partnership, joint venture or other relationship with Fubon Credit. Fubon Credit is not and will not be responsible whatsoever for any losses or damages caused by such third parties.
- 4.17 The Customer shall compensate and indemnify Fubon Credit for all losses, damages, costs or expenses (including legal and other professional advisors' fees) incurred by Fubon Credit in connection with the Customer's breach and/or Fubon Credit 's enforcement against the Customer pursuant to these Terms.
- 4.18 Fubon Credit may impose fees or charges for using OTP Service. Such fees and charges are set out in the Fubon Credit's List of Service Charges published from time to time. Fubon Credit may revise such fees and charges in relation to the use and/or termination of the OTP Service at its discretion upon prior notice to Customer.
- 4.19 A waiver by Fubon Credit of any provision of these Terms will not be effective unless given in writing and only to the extent that it is expressly stated to be given.
- 4.20 No forbearance, neglect or waiver by Fubon Credit in the enforcement of any of these Terms shall prejudice its rights thereafter to strictly enforce the same. A single exercise or partial exercise of any power or right by Fubon Credit does not preclude further exercise of that power or right or the exercise of any other power or right.
- 4.21 Fubon Credit reserves the right to suspend or terminate the provision of OTP Service temporarily or permanently at any time, without prior notice, for any reason where Fubon Credit considers necessary or advisable to do so, including, but not limited to, when there is a suspected breach of security, or when Fubon Credit has reasonable grounds to suspect that the information provided by the Customer is untrue, not current, incomplete or inaccurate. Any relevant applications conducted by using the OTP Service prior to its termination or suspension shall remain valid and Customer will continue to be bound by their liabilities and obligations under these Terms in respect of such applications.

## **5 Biometric Authentication**

- 5.1 By using the Boni App, the Customer accepts and agrees that:
  - (i) In order to conduct the Biometric Authentication, the Customer is required to switch on the Camera function on the Settings of the Device to provide his/her facial image. Fubon Credit shall not be able to provide Boni's services to the Customer if the Customer's device does not support the Camera function or could not switch on the Camera function on the Settings of the Device;
  - (ii) Fubon Credit is entitled to withhold the application for Account and/or Services unless and until the Customer has been verified by Biometric Authentication;
  - (iii) the Customer should not use Biometric Authentication if the Customer reasonably believes that any other person may share identical or very similar Biometric Data as

- the Customer's Biometric Data (for example, if the Customer has a twin or sibling sharing similar facial features);
- (iv) the Customer should not use Biometric Authentication if his/her facial features have changed substantially; and
  - (v) by continuing to use the Boni App, the Customer is deemed to have agreed to these Boni Specific Terms, consented to the collection and use of facial image taken with the Camera function of the Customer's Device, and has instructed Fubon Credit to perform the Biometric Authentication.

## **6 Security in using Boni Service**

- 6.1 For security purposes, the Customer agrees to follow and adhere to any guidelines and/or advice which Fubon Credit may, in its absolute and sole discretion, issue from time to time in relation to the use of and access to the Boni Service and shall not use or access the Boni App by any other means including hyperlink or QR Codes embedded in unsolicited emails, mobile Apps or websites other than the official website of Fubon Credit.
- 6.2 The Customer and, where applicable, the authorised Boni User shall take all reasonable steps to keep all identifier (including the Hong Kong mobile phone number that receives SMS-based One Time Password (OTP)), e-mail-based OTP and any other device or secret code (if applicable) used for accessing the Boni Service safe, secure and secret to prevent fraud. In particular, the Customer and, where applicable, the authorised Boni User shall:
- 6.2.1 not allow any other person to use any identifier, SMS-based One Time Password (OTP), e-mail based OTP and/or the security code (if applicable);
  - 6.2.2 never write down any identifier and/or the security code (if applicable) on any device for accessing the Boni App or on anything usually kept with or near it; and
  - 6.2.3 not write down or record any identifier and/or the security code (if applicable) without disguising it.
  - 6.2.4 The Customer agrees that he/she has sole responsibility for the safe custody and retention of the identifier, SMS-based One Time Password (OTP), e-mail-based OTP and/or the security code (if applicable) and the Customer will keep them strictly confidential at his/her own risk.
- 6.3 The Customer shall immediately notify Fubon Credit via such means and in such format and manner as shall be acceptable to Fubon Credit, if the Customer has reason to suspect or becomes aware of any disclosure or unauthorised use of the Customer's identifier, SMS-based One Time Password (OTP), e-mail-based OTP and/or the security code (if applicable) (the "Notification") and until Fubon Credit's actual receipt of such Notification, the Customer and, where applicable, the Authorised Boni User shall remain responsible for any and all use of the Boni App by unauthorized persons or for unauthorised purposes. Upon confirmation of the authenticity of such Notification to the satisfaction of Fubon Credit, Fubon Credit may at the Customer's cost suspend the use of the Customer's Accounts and other related Services that is applied for and/or obtained through the Boni App. If the Customer acts fraudulently or with gross negligence, he/she shall remain wholly responsible for all losses and damages arising out of or in connection with the use of any of the Boni App and the Content by any unauthorised third party.

## **7 Disclaimers**

- 7.1 While Fubon Credit makes reasonable efforts to provide the Boni App, the Customer acknowledges that the Boni App may not be available for use at all times, and is subject to

(including but not limited to) interruption, failure of hardware or software, errors, transmission blackouts, delayed transmissions due to internet traffic or incorrect data transmission due to the public nature of the internet, market volume or volatility, system failure or upgrades or maintenance or for other reasons. Fubon Credit will not be liable for any failure to provide those services, in part or in full, due to any abnormal and unforeseen circumstances beyond Fubon Credit's control and the consequences of which would have been unavoidable despite all efforts to the contrary.

- 7.2 Fubon Credit is not liable for any loss, damage or expense of any kind incurred or suffered by the Customer arising from or in connection with the Customer's use of or inability to use the Boni App, unless it is caused by the gross negligence or willful default on Fubon Credit's part or on the part of Fubon Credit's employees or agents.
- 7.3 The Customer's use of the Boni App is wholly at his/her own risk. Boni App is provided on an "as is" basis with no representation, guarantee or agreement of any kind as to its functionality.
- 7.4 Boni App may provide a range of Content. The Customer acknowledges that such information has not been investigated, verified, monitored or endorsed by Fubon Credit. Fubon Credit does not warrant the accuracy, reliability, timeliness, completeness or correct sequencing of the Content nor bear any liability for any loss arising from any inaccuracy, omission or incompleteness of the information, regardless of whether the Content is provided by Fubon Credit or a third party.
- 7.5 Fubon Credit does not represent or warrant that viruses or other destructive properties will not be transmitted or that the Customer's device will not be damaged during the Customer's use of the Boni App. The Customer is solely responsible for ensuring adequate protection and back-up of the device and/or any data within such device, taking reasonable and appropriate precautions to scan for computer viruses or other destructive properties and to prevent the transmission of such computer viruses or destructive properties to the Customer's device and for maintaining a means external to the Boni Service for the reconstruction of lost Data. If the Customer's use of the Boni App results in the need for servicing or replacing property, material, equipment or Data, the Customer agrees that Fubon Credit will not be liable for any such costs.
- 7.6 Fubon Credit makes no representations or warranties as to the accuracy, functionality or performance of any third-party software used in connection with The Boni App or the compatibility of any particular device with the Boni App. The Customer is solely responsible for ensuring that the Customer's devices meet the system requirements specified by such third party or by Fubon Credit. Fubon Credit shall not be liable to the Customer for any damage or alteration to the Customer's device as a result of the installation or use of the Boni App.
- 7.7 Customer is solely responsible for the accuracy and completeness of any Information and Document submitted and Fubon Credit shall not be responsible to check or verify the same and that Fubon Credit shall not be liable for any losses or damages suffered by the Customer arising from any inaccuracies or omissions of any Information.
- 7.8 Unless Fubon Credit otherwise agrees in writing, Fubon Credit shall be under no duty to verify the identity or authority of the person using the Boni App apart from verifying the Identifier (including the Hong Kong mobile phone number that receives SMS-based One Time Password (OTP)), the e-mail-based OTP or secret code (if applicable) of the Customer submitted by the Customer or the authorised Boni User (if applicable).
- 7.9 Any submission of Information or Documents under the Boni App shall not be deemed given and/or received by Fubon Credit unless given in such manner as prescribed by Fubon Credit from time to time and actually received by Fubon Credit. It is also the duty of the Customer to



enquire with Fubon Credit whether or not the submission of Information or Documents are received by Fubon Credit.

- 7.10 Unless due to the negligence, willful default or fraud of Fubon Credit, its officers or employees, and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising or resulting directly and solely therefrom, Fubon Credit will not assume any liability or responsibility whatsoever to the Customer or any other person for the consequences arising from or in connection with:
- 7.10.1 access to and use of the Boni App and/or access to any Content as a result of such access and/or use by the Customer or any other person of the Boni App, whether or not authorised;
  - 7.10.2 any interruption, interception, suspension, delay, loss, unavailability, defect or other failure in providing the Boni Service, in transmitting Content relating to the Boni Service or submitting or receiving the Information or Documents caused by any acts, omissions, events or circumstances beyond the reasonable control of Fubon Credit, including but not limited to, failure of any communication network, act or omission of any third party information or service providers, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment, installation or facilities, or any law, rules, regulations, codes, directions, regulatory guidelines or government order (whether or not having the force of law); and
  - 7.10.3 transmission, posting and/or storage of any Content, Information and/or Document relating to the Customer, the Boni Service and/or dealings conducted by the Customer in relation to or pursuant to the Boni Service through or in any system, equipment or instrument of any communication network provider.
- 7.11 The Customer agrees that neither Fubon Credit nor any information provider shall be deemed an investment adviser or other professional to the Customer. It is the Customer's sole responsibility to seek or determine market information and to seek independent professional advice on financial, investment, technical, legal, tax and other issues in connection with the access to and/or use of the Boni App.
- 7.12 All Content will be made available on an "as is" basis and for reference purposes only. Fubon Credit does not endorse or express any comment on any Content supplied by third party information providers nor does it assume any duty to check or verify such Content.
- 7.13 Notwithstanding any other terms under these Boni Specific Terms, neither Fubon Credit nor any other information or service provider shall in any circumstances be liable to the Customer for any incidental, indirect, special, consequential or exemplary damages, including but not limited to, any loss of use, revenue, profits or savings.

## **8 Personal Data**

- 8.1 The Customer acknowledges and agrees that his/her use of the Boni App will be governed by the "**Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance and Consumer Credit Data**" and "**Privacy Policy Statement**" available on Fubon Credit's website. The Customer understands that the "**Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance and Consumer Credit Data**" and "**Privacy Policy Statement**" contains Fubon Credit's policies and practices from time to time in force relating to personal data, including but not limited to its collection, use, possession, dispatch, transmission, access and correct and other matters incidental thereto and authorize Fubon Credit to do so. Fubon Credit undertakes that any such processing, sharing, storage or transmission of information will be done on a confidential basis and Fubon Credit will

endeavor to maintain the strict confidentiality of such information within the group companies of Fubon Credit unless (a) otherwise required or permitted by any Applicable Law, regulation or request of any public or regulatory authority, or (b) disclosure is required for the purposes of preventing fraud; or (c) Fubon Credit deems disclosure necessary to provide the Boni Service.

- 8.2 When accessing or using the Boni App and/or Boni Service, the Customer may be providing Fubon Credit with his/her personal data (including Biometric Data) ("Personal Data"). The Customer has certain rights in relation to the Personal Data. By accessing or using the Boni App and/or Boni Service, the Customer consents to provide the Personal Data to Fubon Credit and for the capture, retention and use of the Personal Data by Fubon Credit in accordance with Fubon Credit's "Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance and Consumer Credit Data"(the "Notice") and any privacy policy of Fubon Credit applicable to the Boni Service and Boni App prevailing from time to time.
- 8.3 In addition to Section 8.2 above, the Personal Data collected by Fubon Credit through the Boni App will also be used by Fubon Credit for processing applications, executing Instructions or improving the Boni Service. The Customer agrees that for the purposes stated herein and stipulated in the Notice and any privacy policy of Fubon Credit applicable to the Boni Service prevailing from time to time, Fubon Credit may disclose the Personal Data to third parties as stipulated in the Notice, although Fubon Credit will use its best endeavors to maintain and keep the Personal Data confidential.

## **9 Intellectual Property**

- 9.1 The Customer acknowledges and agrees that any part of the Content is (i) a trade secret, (ii) confidential and (iii) the proprietary property of Fubon Credit and the relevant information providers. The Customer further acknowledges and agrees that such Content is subject to any Applicable Law relating to copyright and/or other intellectual property rights of Fubon Credit or any relevant third party ("**Intellectual Property Rights**").
- 9.2 Unless the Customer is (i) expressly authorised by Fubon Credit in writing or (ii) compelled by law and with prior written notice to Fubon Credit, the Customer shall not, without the prior written consent of Fubon Credit, participate in or permit any third party to:
- 9.2.1 sell, transfer, disclose, assign, publish, convey, lease, sub-lease, share, loan, transmit, duplicate, reproduce, distribute, broadcast, cablecast, display, publicly perform, download, put in circulation, prepare derivative works based on, repost or otherwise use, provide or disseminate any of the Content in any way for any purpose; or
  - 9.2.2 9.2.2 remove, obliterate, erase, relocate or modify in any way any proprietary marking on or appearing with the Content, including but not limited to any trademark or copyright notice; or
  - 9.2.3 use any Content on any other website, mobile Apps or in a networked computer environment for any purpose; or
  - 9.2.4 decompile or attempt to decompile, reverse engineer, translate, convert, adapt, alter, modify, enhance, add to, delete, or in any way tamper with, or gain unauthorised access to, any part of the Content, and/or the Boni Service; or
  - 9.2.5 contravene any Applicable Law or otherwise infringe the Intellectual Property Rights of any party in accessing and/or using the Content, and/or the Boni Service.
- 9.3 The Customer agrees that all rights, benefits, title and interest in and relating to the Content and any and all related copyright, patent, trademark, service mark, proprietary property, trade secrets and exclusive works are and shall remain the exclusive property of Fubon Credit and

the relevant information providers. Nothing in the Terms or in the Customer's use of the Boni Service will (i) confer or transfer any Intellectual Property Right to the Customer, (ii) provide the Customer with a licence to exercise any Intellectual Property Right or (iii) otherwise enable the Customer to acquire any right with respect to the Content, unless it is expressly stated to the contrary. The Customer shall not make any representation or do any act which may be taken to indicate or otherwise imply that the Customer has any such right, benefit, title or interest.

- 9.4 The Customer acknowledges and agrees that Fubon Credit and any information or service provider may, from time to time, upon giving the Customer reasonable prior notice, impose certain conditions upon the availability of any part of the Content that they supply. The Customer acknowledges and agrees that the Customer's continued access to, or the availability to the Customer of such Content after the relevant effective date of such conditions constitutes the Customer's acceptance of those conditions.

## **10 Liability of the customer**

- 10.1 The Customer will be fully responsible and liable for all consequences arising from and/or in connection with the access to and use of the Boni Service (including but not limited to submitting any application) and/or access to any Content by any person, whether or not authorised by the Customer.
- 10.2 Without prejudice to any other terms, if the Customer acts fraudulently or with gross negligence, he shall fully indemnify and keep fully harmless Fubon Credit and its subsidiaries, affiliates, officers, employees and agents against all liabilities, claims, demand, losses, damages, costs, charges and expenses of any kind (including but not limited to legal fees on a full indemnity basis) which may be incurred and all actions or proceedings which may be brought by or against Fubon Credit in connection with the provision of the Boni Service and/or access to the Content, and/or the exercise or preservation of Fubon Credit's powers and rights under these Boni Specific Terms.

## **11 Miscellaneous**

- 11.1 A waiver by Fubon Credit of any provision of these Boni Specific Terms will not be effective unless given in writing and only to the extent that it is expressly stated to be given.
- 11.2 No forbearance, neglect or waiver by Fubon Credit in the enforcement of any of these Boni Specific Terms shall prejudice its rights thereafter to strictly enforce the same. A single exercise or partial exercise of any power or right by Fubon Credit does not preclude further exercise of that power or right or the exercise of any other power or right.
- 11.3 Fubon Credit shall determine and give reasonable notice to the Customer of the rate of any fee from time to time before they become effective which shall be binding on the Customer if the Customer uses the Boni Service on or after the effective date. Fubon Credit reserves the right to charge fees and to revise such fees in relation to the use of the Boni Service.

Last Updated: 17 January 2024