

## TERMS AND CONDITIONS ON THE USE OF SOCIAL MEDIA PLATFORMS & INSTANT MESSAGING SERVICES

### 1. PURPOSES

- 1.1 Fubon Credit (Hong Kong) Limited (“**FCHK**”) has established and maintains official accounts on various social media platforms and internet-based instant messaging services (collectively the “**Social Media Platforms**”) for the purpose of communicating with its customers (“**Customers**”) and where applicable, to the general public at large, regarding general matters, announcements, products, services, and other information deemed relevant by FCHK. The information publicized on the Social Media Platforms is also available from the official website of FCHK, its office, hotlines and other official secure channels.
- 1.2 These terms and conditions (“**Terms and Conditions**”) sets out the terms and limitations governing the use of Social Media Platforms for such purposes and shall be read together with the terms and conditions for all existing services provided by FCHK (“**Existing Terms**”). In the event of any conflict between these Terms and Conditions and the Existing Terms, the latter shall prevail for all purposes.

### 2. SERVICES SCOPE OF SOCIAL MEDIA PLATFORMS

- 2.1. FCHK operates channels, pages and accounts on the Social Media Platforms to inform, assist and engage with Customers and the public at large. Unless stated otherwise, these are intended for Hong Kong customers and designed for use within the jurisdiction of Hong Kong. If Customer is a non-Hong Kong resident or otherwise not residing or situating within Hong Kong, the services as communicated by FCHK via the Social Media Platforms may not be registered or authorized by the government or regulatory authority of the places where the Customers are residing or locating at, and Customers may not be protected by the relevant laws and regulations of their place of residence or location.
- 2.2. FCHK is not responsible for any information posted on the Social Media Platforms other than information it posted by itself and FCHK does not endorse any Social Media Platforms, their products or services, or any information posted on them by third parties or other users.
- 2.3. Communications issued by FCHK on the Social Media Platforms are intended strictly for general informational purposes only. Such communications may include, but are not limited to, public announcements, service updates, community involvement, product features, initiatives, market commentary, and changes to FCHK’s policies.
- 2.4. All the communication made by FCHK on the Social Media Platforms are and intended to be public communication, notice and statement for attracting interests for the services of FCHK from Customers and the public. Customers agree and acknowledge that such communication does not intend to conclude any bargain or transaction and is not, and shall never be treated as or constitute: (i) an offer, invitation, solicitation, advice or recommendation to enter into any transaction or contractual arrangement; (ii) advice or guidance in respect of any financial, investment, insurance, legal, regulatory, tax or other matter; (iii) any form of contractually binding commitment.
- 2.5. Any communication between FCHK and Customers on the Social Media Platform shall not alter, change, supersede or otherwise elaborate any of the agreements that the Customers may have with FCHK, and for alternations and changes, they include specifically any extension of time for repayments, changes in interest rate applicable for any loans or changes in payment methods or manners.

### **3. CONFIDENTIALITY AND DATA SECURITY**

- 3.1. FCHK will not disclose, post, or share on Social Media Platforms any confidential information, proprietary data, or Customer personal information, including but not limited to account numbers, account login details, account balances, transaction details or records, or any information protected by privacy, secrecy or any other laws applicable for them.
- 3.2. FCHK is only able to accept text on most channels. Customers are strictly prohibited from using Social Media Platforms to transmit, share, or upload any confidential, proprietary, sensitive or personal information to FCHK (including specifically any login passwords, One-Time Password, name, address, date of birth, account number, credit card number). Sharing any such information will be regarded as Customers' own negligence and at their own risks). FCHK will not be responsible or liable for any losses, damages, or breaches resulting from the Customer's voluntary, negligent or reckless disclosure of confidential or sensitive information through such platforms. Please do not send images, attachments, audio files or videos unless certain circumstances acknowledged by FCHK.
- 3.3. Customers may not use Social Media Platforms to communicate, request, or instruct FCHK regarding any account-specific matters, loans or other transactions. To maintain security and confidentiality of Customers' information, FCHK will not respond to or act on any transaction related questions or instructions. Any such communications must be made via FCHK's official secure channels, as designated in its agreement(s) with the Customers.
- 3.4. Customers agree that when they engage with FCHK via the Social Media Platforms, their personal data may be stored on that social media site's servers, which are outside the control of FCHK.
- 3.5. Customers agree that FCHK may record any and all comments, communications and posts made on the Social Media Platforms by any person (including the Customers). Such data will be used for internal training and relevant data analysis to improve its products and services quality, and for compliance with all audit, legal and regulatory requirements that it is subject to. FCHK will use collect, store use and share personal data of any Customer in accordance with its Privacy Policy Statement and may share message content and other information of Customers with Social Media Platforms used by Customers to communicate with FCHK and/or other third parties for the purpose of enabling, maintaining and supporting the communication channels.
- 3.6. By their using the Social Media Platforms, Customers agree and confirm that they you have read, understood and agreed to FCHK's Privacy Policy Statement, and agree and confirm that FCHK is entitled but not obligated to use any and all of the Customers' telephone numbers registered with the Social Media Platforms for contact with FCHK at any time for following up on any service application inquiries and/or other inquiries (if any) made by the Customers with FCHK.

### **4. NO RELIANCE**

- 4.1. The Customer acknowledges and agrees that information provided via Social Media Platforms may be of a general nature, subject to change without notice, and may not be current or complete at the time of access.
- 4.2. FCHK makes no representations or warranties about the accuracy, relevance, quality, completeness, timeliness, adequacy, security, reliability or validity of the Social Media Platforms or any of its contents. In the event of any inconsistency between information communicated by FCHK through Social Media Platforms and that provided via official correspondence, statements, or online transaction platforms, the latter will prevail for all purposes.

- 4.3. Customers are solely responsible for seeking independent advice where necessary and for verifying the accuracy, currency, and applicability of any information provided through Social Media Platforms.

## **5. INTELLECTUAL PROPERTY AND USE OF CONTENT**

- 5.1. All content published by FCHK on Social Media Platforms, including without limitation text, images, logos, and trademarks, is owned, controlled, or licensed by FCHK, and may not be copied, reproduced, distributed, or otherwise used without the FCHK's prior written consent.
- 5.2. Any third-party content referenced by FCHK on Social Media Platforms remains the intellectual property of its respective owner(s), and any use thereof is at the Customer's sole risk.

## **6. PLATFORM TERMS AND THIRD-PARTY POLICIES**

- 6.1. Customer's use of the Social Media Platforms will be governed by separate direct agreements (including terms and conditions, policies, service statements, business rules and announcement guidelines, etc.) that they might have with the Social Media Platforms. It is the responsibility of Customers to comply with such agreements and policies and stay alert of their updates from time to time, and to make their own independent judgement on whether such agreements or changes are acceptable.
- 6.2. By using any of the Social Media Platforms, Customers agree to the terms and conditions and privacy policies of the relevant platform providers and acknowledge that (a) the Social Media Platforms and the communication channels they provide, will not be assured to be timely, secure, error or virus-free; and (b) they are outside the control and responsibility of FCHK. The terms of use and policies of the Social Media Platforms also apply to Customers' use of the FCHK's channels and pages, and Customers agree that they will not engage in any activities related to FCHK's channels that are contrary to any applicable law, regulation or terms of any agreements that they may have with FCHK.
- 6.3. FCHK shall not be liable for any error, failure, interruption, omission, data loss, leakage or use of information by any Social Media Platform, or other loss or damages incurred as a result of the Customer's use of or reliance upon Social Media Platforms or upon information or content published thereon.

## **7. TERMINATION, SUSPENSION AND AMENDMENTS**

- 7.1. FCHK may suspend or terminate any Social Media Platform for communication between it and its Customers or vary the scope, features or functionality of any of them to any Customer at any time.
- 7.2. Customers agree and undertake that they will only download the Social Media Platforms apps, software and updates from an official app store and keep apps and software updated to the latest version, and abide by all the online security, safety and security tips on the websites of the relevant Social Media Platforms.
- 7.3. FCHK reserves its rights to amend these Terms and Conditions from time to time at its sole discretion and any continual use by the Customers of the Social Media Platforms shall be deemed as their having accepted the relevant amendments and agree to be bound by them from the time of their using the Social Media Platforms. If Customers do not accept any of the amendments, they should stop using the Social Media Platforms immediately.

## 8. Others

- 8.1 Severability.** - In case any provision herein shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.
- 8.2 Delay or Partial Exercise Not Waiver** - No failure or delay on the part of FCHK to exercise any of its rights or remedies under these terms and conditions shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy granted hereby.
- 8.3 Choice of Laws** – These terms and conditions shall be governed by, interpreted and construed in accordance with the laws of Hong Kong. Customers irrevocably submits to the exclusive jurisdiction of the Hong Kong courts, should any contractual or non-contractual dispute arise out of any provision herein.
- 8.4 Contracts (Rights of Third Parties) Ordinance** – Customers and FCHK declare that nothing in these terms and conditions confers or purports to confer on any third party any benefit or any right to enforce any of provision herein pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623).
- 8.5 Promotional Messages and Opt-Out** - You may, at any time, choose not to receive our promotional messages. Please call Fubon Credit Customer Service Hotline at 3767 6668 or notify us in writing to Fubon Credit (Hong Kong) Limited, Unit 08, 7/F, Cheung Sha Wan Plaza Tower 2, 833 Cheung Sha Wan Road, Cheung Sha Wan, Kowloon, to make your request without charge.
- 8.6 Language Prevalence** - The Chinese version of these terms and conditions is for reference only. If there is any discrepancy between the Chinese and English versions, the English version shall prevail for all purposes.

*To borrow or not to borrow? Borrow only if you can repay!*  
*Issued by Fubon Credit (Hong Kong) Limited*