

General Terms and Conditions and Data Protection and Privacy Policy for the Website and Mobile Application of Fubon Credit (Hong Kong) Limited (“Fubon Credit”)

Please read the following general terms and conditions and data protection and privacy policy before using , Web Site (the “Web Site”) and Mobile App (the “App”) of Fubon Credit.

Please read the following general terms and conditions and data protection and privacy policy before using the, Web Site (the “Web Site”) and Mobile App (the “App”) of Fubon Credit.

- (i) Unless otherwise specified herein, all words and expressions used in this section shall have the same meaning as those used in Fubon Credit’s “Personal Loan Terms and Conditions”.
- (ii) When accessing or using the Web Site and/or the App , you may be providing Fubon Credit with your personal data (“Personal Data”). By accessing or using the Web Site and/or the App, you consent 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 Web Site and/or the App prevailing from time to time. However, please be noted that Fubon Credit will NOT request customers to enter or reconfirm any personal information in the login pages of the Web Site and/or the App. Please do not enter any personal information during login process (e.g. HKID Card number, date of birth or phone number). Fubon Credit will not request customers to provide any personal information during the login process or use of the Web Site and/or the App.

For Fubon Credit’s “[Notice to Customers and Other Individuals relating to the Personal Data \(Privacy\) Ordinance and Consumer Credit Data](#)”, please [click here](#) to download.

- (iii) In addition to Clause (ii) above, the Personal Data collected by Fubon Credit through the Web Site or the App will also be used by Fubon Credit for executing instructions. You agree that for the purposes stated herein and stipulated in the Notice and any privacy policy of Fubon Credit applicable to the Web Site and/or the App 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.
- (iv) During your use of the Web Site and/or the App, blocks of data known as “cookies” may be issued to or requested by your computer or your mobile device. Cookies are small bits of information used as session identifier and locale and are automatically stored in the web browser of your computer or your mobile device that can be retrieved by the Web Site or the App. No Personal Data will be stored in the cookies. Fubon Credit will use this information to keep you accessing the Web Site and/or the App. You must not alter any cookies sent to your computer or your mobile device from the Web Site or the App.
- (v) You acknowledge that certain Transactions cannot be processed on the Web Site or the App without the use of cookies. These cookies are not used to track your online activities nor visitors to the Web Site or the App.

- (vi) When you use the App to apply for personal loan, Fubon Credit will collect personal data (including face data) through the App for identification and security purposes. Your face data will be collected by scanning your identity card and taking a selfie of your face in facial recognition process. The data collected will be used solely for authentication and fraud prevention, and we only share your data with data processing service provider to carry out identity authentication after your consent is granted. Fubon Credit implements advanced security measures and all practical steps to ensure that personal data (including face data) collected is accurate and will not be kept longer than necessary as required by applicable law or regulations. We commit to take all practicable steps to permanently erase personal data that is no longer required for the purpose for which the data was collected and retained unless prohibited under any law or public interest dictates otherwise.

Disclaimer

The information, materials, products and services provided on the Web Site or the App are not intended for distribution to, or use by, any person or entity in any jurisdiction where and when such distribution or use would be contrary to law or regulation in such jurisdiction or which may be subject to Fubon Credit and its group members (together, the “Group”) to any regulatory requirement within such jurisdiction. Persons accessing the Web Site or the App must satisfy themselves that they are not subject to any local requirement which restricts or prohibits them from doing so.

Nothing in the Web Site or the App should be regarded as an offer or solicitation to be made available any loan or facility in any jurisdiction to any person to whom it is unlawful to make such an invitation or solicitation in such jurisdiction. Information contained in the Web Site or the App, whether provided by the Group or any other information provider, is not intended to be professional advice and should not be relied upon in that regard, unless specified in writing by the Group. Persons accessing the Web Site or the App are advised to obtain prior appropriate professional advice, if necessary.

By downloading or updating this Fubon Credit App in Android platform, a face recognition function module is attached automatically to this App.

Intellectual Property Rights

The Group and various other parties own the trade marks, logos and service marks displayed on the Web Site or the App and no one can use the same without written permission of the Group or the relevant parties who own the same. The information on the Web Site or the App are protected by copyright and no part of such materials may be modified, reproduced, stored in a retrieval system, transmitted (in any form or by any means), copied, distributed, used for creating derivative works, published in any medium, used or dealt with in any other way for any purpose without the Group prior written consent.

No Warranty

While the Group has endeavored to exercise due care in preparing the information contained in the Web Site and/or the App, such information is provided on an “as is” basis and is subject to change without prior notice without warranty of any kind either express or implied. In particular, no warranty regarding non-infringement, security, completeness, accuracy, fitness for a particular purpose or freedom from computer virus is given in conjunction with such information.

Limitation of Liability

In no event will any member of the Group be liable or have any responsibility for loss or damages of any kind, whether direct, indirect, special, consequential or incidental, resulting from access or use of or inability to access or use the Web Site, the App or any linked web sites, including, without limitation, loss or damages resulting from the act or omission of any third party.

Linked Web Sites

The Group is not responsible for the contents available on or the setup of any other web sites linked to the Web Site or the App. Access to and use of such other web sites is at the user's own risk and subject to any terms and conditions applicable to such access/use.

Communications over the Internet

Messages sent over the Internet cannot be guaranteed to be completely secure or whether they will be duly communicated. The Group will not be responsible for any damages incurred by users if they send a message to the Group, or if the Group sends a message to them at their request, over the Internet.

Communications over the Internet may be subject to interruption, transmission blackout, delayed transmission due to Internet traffic or incorrect data transmission due to the public nature of the Internet or otherwise.

Contact Us

Customer or data subject has right to request access to and correction of his/her personal data held by Fubon Credit. Request for access to data or correction of data or for information regarding policies and practices and kinds of data held should be addressed to:

The Data Protection Officer
Fubon Credit (Hong Kong) Limited

Unit 08, 7/F, Cheung Sha Wan Plaza Tower 2, 833 Cheung Sha Wan Road, Cheung Sha Wan, Kowloon

A fee may be chargeable by Fubon Credit for complying with a data access request.

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