

ZA Bank Limited

Conditions of Use of Website

1. Site and company details

ZA Bank Limited (“we” or “us”) owns bank.za.group (the “site”). We are a bank incorporated in Hong Kong, licensed under the Banking Ordinance (Cap. 155 of the Laws of Hong Kong) and regulated by the Hong Kong Monetary Authority. The “ZhongAn Group” means each of or collectively ZhongAn Technologies International Group Limited and its subsidiaries and affiliates.

2. Use of this site

This site contains information on us and the products and financial services offered by us and other members of the ZhongAn Group, and includes links to our local websites and other sub-sites (collectively “local site(s)”). Your use of this site is governed by these conditions of use (“Conditions”) and the ["Notice to customers and other individuals relating to the Personal Data \(Privacy\) Ordinance and the Code of Practice on Customer Credit Data"](#) (“PICS”). These Conditions are binding on you and us in relation to your use of this site. Your use of this site constitutes your acceptance of these Conditions.

3. Products and services

Products and services are available only at our discretion or that of the relevant ZhongAn Group member, subject to the individual contractual terms and conditions on which those products and services are offered (“Product Terms and Conditions”). In the event of conflict between (1) these Conditions and/or a local site’s terms and conditions, and (2) the Product Terms and Conditions, the Product Terms and Conditions shall prevail.

4. Jurisdiction and restrictions

We control this site from Hong Kong. The information contained in this site and our services are primarily directed at persons in Hong Kong and is not intended for distribution to or use by any persons in any jurisdiction where such distribution or use breaches any local law or regulations. We do not represent or warrant that contents on this site are appropriate or available for use outside Hong Kong. If you access this site from other locations, you do so at your own risk. Please ensure you comply with local laws and regulations applicable to you before using this site or our products or services.

These Conditions are governed by and construed according to Hong Kong laws. Any dispute, controversy or claim arising out of or in connection with these Conditions shall be subject to the exclusive jurisdiction of the Hong Kong courts. However, we retain the right to bring proceedings against you for breach of these Conditions in your country of residence or any other relevant country.

5. Use of information and materials

We only offer products and services available on this site in jurisdictions where we may lawfully do so. The information and material on this site is not an offer, solicitation, invitation, advice or recommendation for products or financial services. The full range of products or services may not be available in your country. Use of the products or services described on this site may not be permitted in some countries. These products and services may be withdrawn or amended at any time without prior notice.

6. Personal data

We will handle your personal data collected on this site in accordance with our PICS, which may be amended or replaced from time to time. You should check for any updates of our PICS.

Please read our PICS carefully before inputting or uploading any of your data on this site. By using this site, you must have read and understood our PICS and consent to us handling and disclosing your personal data, including sensitive personal data in accordance with our PICS.

To protect the privacy and confidentiality of you and others, please think before you input or upload any private or confidential information of any person, including, but not limited to, personal image or data, account or credit card number, user ID or password, onto or via this site.

7. Electronic signature

Any indication by you of your agreement to any terms (including these Conditions) via this site or such other electronic or execution means prescribed by us from time to time constitutes your electronic signature for the purposes of the Electronic Transaction Ordinance (Cap. 553 of the Laws of Hong Kong).

8. Cookies

In these Conditions, the term “**cookies**” refers to cookies, pixels, and similar technologies that may be used by the ZhongAn Group. If you do not accept our use of cookies, you may disable cookies on your computer or do not use this site.

(a) *What are cookies*

Cookies are small data files which are placed on your device when you visit certain parts of this site or click on our online advertisements. They enable us to perform behavioural analysis and personal profiling in relation to you, and serve other functions that help us customise and improve our services. For example, we use the following cookies:

- (i) **Strictly necessary cookies** are required for the operation of this site to:
 - (1) allow our web server to determine whether the cookies setting on your web browser have been enabled or disabled. This allows us to know whether data can be collected from your web browser;
 - (2) temporarily allow you to carry information between pages of this site to avoid you having to re-enter that information; and
 - (3) temporarily identify your device after you have logged in to a secure page on this site so that our web server can maintain a dialogue with your web browser in order for you to carry out certain activities.
- (ii) **Analytical/performance cookies** help us improve this site by tracking your visits to this site and recognising your web browser when you are a repeat visitor so that we can gather statistics on new and repeat visitors to evaluate site effectiveness of this site or our services.
- (iii) **Functionality cookies** recognise you when you return to this site. This enables us to:
 - (1) personalise our content for you and remember your preferences (for example, your choice of language or geographical location); and
 - (2) store your login information (eg user name) and login / other preferences so you do not have to re-enter that information when you return to the website.
- (iv) **Targeting/advertising cookies** record your visit to this site, your response to our online advertisements, track the pages you have visited and the website links you have followed. We use this information to:
 - (1) make this site more relevant to your interests based on your past visits;

- (2) provide online advertisements or offers on this site or third party websites which are most likely to interest you; and
- (3) evaluate the effectiveness of our online marketing and advertising programs.

We (or third parties on our behalf) may place different types of cookies when you access this site.

(b) Fraud prevention

We may also use cookies to assist us in fraud prevention.

(c) How to disable cookies

Most web browsers are initially set up to accept cookies. You can choose to not accept cookies by changing the settings on your web browser but if you block all cookies, including strictly necessary cookies, certain features on this site will not work properly.

You can choose not to accept third party cookies through your browser settings.

9. Acceptable use

You understand that all information, data, text, software, music, sound, photographs, graphics, video messages, tags, or other materials ("**Content**"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not us, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via this site. We do not guarantee the accuracy, integrity or quality of such Content. You understand that by using this site, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will we or our licensors, suppliers, vendors, parent, holding, subsidiary or related companies, affiliates, officers, agents or employees, as the case may be, be liable in any way for any Content, including, but not limited to, any exposure to offensive, indecent or objectionable Content, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via this site.

You agree not to use this site to:

- (a) compose or upload, or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libellous, invasive of another's privacy, subversive, hateful, or racially, ethnically or otherwise objectionable or contrary to public interest, public order or national harmony in all relevant jurisdictions;
- (b) compose or upload, or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information);
- (c) compose or upload, or otherwise make available any Content that infringes any patent, trademark, copyright or other proprietary rights of any party;
- (d) compose or upload, or otherwise make available any Content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or hurt the functionality of any computer software or hardware or telecommunications equipment; or
- (e) collect or store personal data about other persons in connection with the prohibited conduct and activities set forth in sub-paragraphs (a) to (d).

10. Data and material submitted

Whenever you use a feature of this site that allows you to upload any Content, you must comply with the content standards set out in our terms of acceptable use specified above. You warrant that

any such contribution will comply with those standards, and you will indemnify us for any breach of that warranty.

You also agree that:

- (a) we have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you via this site constitutes a violation of their intellectual property rights or of their right to privacy;
- (b) to the extent that you do have any intellectual property rights in any Content that you upload via this site, you grant us and our affiliates and agents a non-exclusive, royalty free, worldwide license to use, copy, amend, edit and distribute to third parties any such Content for any purpose;
- (c) we will not be responsible, or liable to any third party, for the content or accuracy of any Content posted by you;
- (d) we have the right to remove any Content you upload to or make available via this site if, in our opinion, such Content does not comply with the content standards set out in our terms of acceptable use specified above; and
- (e) we can delete in whole or in part any Content you upload to or make available via this site at any time without notice to you.

11. Social media

When using our social media platforms, you accept and acknowledge the following terms and warnings:

- (a) to safeguard your accounts, do not post any sensitive information such as bank account number, credit card number, password etc. and other personal details on social media;
- (b) we will not ask for your account information or sensitive personal information on social media;
- (c) we reserve the right to remove your comments or posts containing offensive, aggressive, condescending, or inappropriate language, off-topic comments, and any marketing or commercial content;
- (d) you shall not impersonate any person or falsely claim to belong to or represent any organization;
- (e) by posting on our social media channels, you understand that your posts may be freely used by us in any way and in any media;
- (f) we do not endorse or take responsibility for content posted by third parties on our social media channels; and
- (g) we reserve the right to permanently block individuals or groups who post inappropriate content or otherwise breach any of these terms.

12. Disclaimer

Although care has been taken in preparing the material and information contained on this site and any local site(s) (collectively “**ZhongAn sites**”), we do not make any representations or warranties in relation to such contents. We make no representation or warranty regarding non-infringement, security, accuracy, reliability, timeliness, completeness, fitness for a purpose, or freedom from computer viruses in connection with such material and information. We accept no liability and will not be liable for any loss or damage arising from your access to the ZhongAn sites, howsoever arising, including any loss, damage or expense arising from any defect, error, imperfection, fault, mistake, unavailability or inaccuracy of the ZhongAn sites.

Factual or statistical data may be presented in approximate, summary or simplified form and may change over time. Although efforts have been made to ensure accuracy, our site editors may have relied on external statistical data which may not in fact be accurate.

The ZhongAn sites may contain materials written by or information provided by third parties. We do not guarantee such material's or information's accuracy and reliability and accept no liability for any loss or damage arising from any inaccuracies or omissions. All opinion or analysis expressed are those of the author and do not reflect the views of the ZhongAn Group.

We do not represent or warrant the accuracy, functionality or performance of any third party software that may be used in connection with the ZhongAn sites. You should familiarise yourself with the terms of service applicable to any third party software that may be used in connection with this site and/or any of the services.

13. Transmitting over the Internet

Due to the nature of the Internet, messages and transactions may be subject to interruption, transmission blackout, delayed transmission and incorrect data transmission. We are not liable for malfunctions to communications facilities not under our control that may affect the accuracy or timeliness of messages and transactions you send. We have a right to delay or refuse to act on an instruction if we are aware of any actual or suspected breach of security or if we determine in our sole discretion that there are other suspicious circumstances relating to the use of this site.

14. Email

Email messages sent to us over the Internet cannot be guaranteed to be completely secure. We are not responsible for any damages incurred by you if you send a message to us, or if we send a message to you at your request, over the Internet.

15. Hyperlinks

Any inclusion of hyperlinks on the ZhongAn sites does not imply any endorsement of the material on such sites. Any hyperlinks on the ZhongAn sites exist for information purposes and are for your convenience only. We are not responsible for the contents of third party websites. You access those sites or downloadable contents at your own risk and we are not responsible for any difficulties or consequences associated with such access or downloading. If you visit third party websites, then your rights and obligations while using those sites will be governed by the agreements and policies of those third party sites.

16. Limitation of liability

We accept no liability for any loss or damage (including special, incidental or consequential loss or damage) arising directly or indirectly from your use of the ZhongAn sites, including loss or damage arising from:

- (a) any defect, error, imperfection, fault, mistake or inaccuracy with the ZhongAn sites, its contents (including content from third party providers), associated services, or due to any unavailability of this site or any local site(s) or any part thereof or any contents or associated services;
- (b) action taken, or not taken in reliance on material, content or information contained on the ZhongAn sites; or
- (c) any computer viruses or similar items or processes arising from your use of the ZhongAn sites. You click on any hyperlinks or download any software or data from the ZhongAn sites at your own risk.

17. Third party products and services

The ZhongAn sites may from time to time provide information to users about third parties who may be prepared to make available to users goods, products or services or offers or discounts that are

not offered or provided by us (“**Merchandise**”). We are not party to any contractual arrangements entered into between you and the provider of such Merchandise unless otherwise expressly specified by us. We make no and/or disclaim all representations and warranties with respect to availability, merchantability, or fitness for a particular purpose, in relation to the provision of the Merchandise. We will not be responsible and shall in no event be liable for any damages relating to the unavailability, use, or performance of the Merchandise mentioned in the ZhongAn sites.

18. User indemnity

You will indemnify, hold harmless and defend us against any actions, claims, other liabilities and all costs suffered or incurred as a result of:

- (a) your access or use of ZhongAn sites, including but not limited to the breach of these Conditions by you; or
- (b) access or use of ZhongAn sites by any other person, where such person was able to access or use our site using your identification number and/or password (including OTP (as defined below)), including but not limited to the breach of these Conditions by that person.

19. Security

Unauthorised entry into our systems, misuse of passwords, or misuse of any information posted on our site is strictly prohibited. You must:

- (a) ensure that any user ID and/or password used by you in connection with this site or the local site(s) or any service provided by means of this site is kept secure, and that no person other than you obtains access to that user ID and/or password, including logging off from any sites securely to prevent any unauthorised access to your confidential information;
- (b) safeguard your mobile phone number and/or email address registered for receiving OTP (as defined below), and any security device, security token, smart card or other hardware device for identity authentication purposes in connection with this site or the local site(s) or any service provided by means of this site (“**Credentials**”);
- (c) advise us of any change to your mobile phone number and/or email address registered for receiving OTP without delay;
- (d) notify us as soon as reasonably practicable if you become aware of or suspect:
 - (i) any loss, theft, disclosure, compromise, unauthorised use or control of any Credential or your device; and
 - (ii) any unauthorised use of our services having been conducted over your account via this site.

You should notify us via our designated channels as we may specify from time to time. You bear the risks for any use of the services by any unauthorised person that occurs before we actually receive your notification; and

- (e) delete all Credentials stored on your device before disposing of it or before passing your device temporarily to someone else, and immediately upon termination of your account or the services.

20. One time password

One time password (“**OTP**”) means a unique randomly generated one time password that is required to access certain facilities that are part of our electronic banking services which we will provide to you using your mobile phone number and/or email address that has been registered with us, or via a security token or such other agreed method.

If you have registered your mobile phone number and/or email address for receiving the OTP, you acknowledge and agree that:

- (a) your registered mobile phone number and/or email address will be used to receive SMS notifications from us;
- (b) you shall use your own mobile phone number and/or email address for receiving the OTP;
- (c) if you have registered your mobile phone number for receiving the OTP and you are abroad or using an overseas mobile service network, the service provider may not allow you to receive international SMS, and service charges may be levied by your service provider. We will not be liable for any charges requested by the service provider of the mobile phone number; and
- (d) delivery of the SMS-based or email-based OTP may be subject to delayed transmission due to network traffic of the service provider of the mobile phone number or the Internet. We will not be liable for any interruption, delays or unavailability due to any failure of the telecommunication network or the Internet.

21. Intellectual property rights

All rights (including, but not limited to, copyright) in relation to the contents (including, but not limited to, trademarks, text, graphics, images, links and sounds) contained on the ZhongAn sites is owned by or licensed to us or other members of the ZhongAn Group, and such contents may not, unless expressly permitted on the ZhongAn sites, be copied, modified, downloaded, distributed, published, reused, reposted, reverse engineered, decompiled or made any use of in any way without our prior written consent, or that of other members of the ZhongAn Group or its licensors.

“ZhongAn”, “ZA”, “ZAVB” are our registered trademarks, logos and service marks and no permission or licence is granted to use any such trademarks, logos or service marks without our prior written consent.

In relation to any information or material you submit to us using this site and/or to our social media accounts, you hereby grant to us or other members of the ZhongAn Group a worldwide, royalty-free, perpetual, irrevocable, sub-licensable right and licence to use such information or material for any purpose we deem appropriate, including without limitation, the copying, modification, transmission, distribution and publication thereof, unless restricted by applicable law. You represent and warrant that such information or material you submit does not infringe the rights of any third party.

You agree that we shall not be under any obligation of confidentiality to you regarding any such information or material submitted to us using this site and/or our social media accounts unless otherwise agreed in a separate direct contract between us or required by law.

22. Out of date

The Content provided in this site may be out of date at any given time. We are not obliged to update the Content on this site.

23. Severability

If any one or more of these Conditions, or their application in any circumstance, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of that term or condition in any other respect and the remaining Conditions shall not in any way be impaired.

24. Termination

We may terminate these Conditions, your access to this site and/or your use of any service at any time, without cause or notice.

25. Modification

We may change or update any information or material contained on this site and the Conditions in our discretion without notice. Your use of this site will signify your consent and acceptance to any changes made to the Conditions from time to time. We may suspend or stop this site and/or any of its service for any reason whatsoever and are not liable for any suspension or unavailability of any contents of this site.

26. English prevails

If there is any inconsistency or conflict between the English and the Chinese versions of these Conditions, the English version prevails.