

## **Terms of Use (“Terms”)**

**These terms and conditions are binding on all users of the “AMIGOS By HKMC” mobile application (“App”) operated by HKMC Premier Solutions Limited (“we” or “us”). Your use of this App signifies your agreement to be bound by this Terms. If you do not agree to this Terms, please do not use or download this App.**

In this Terms, the “**HKMC Group**” means one or more of The Hong Kong Mortgage Corporation Limited, its subsidiaries (including but not limited to HKMC Annuity Limited, HKMC Insurance Limited, HKMC Mortgage Management Limited and HKMC Premier Solutions Limited) and subsidiary undertakings, as appropriate.

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- advice or statements of opinion
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- updating, correcting or amending any part of the content of this App
- non-infringement of any third parties’ rights
- legality of use in any locations and jurisdictions outside Hong Kong

We also do not represent or warrant, nor do we take any responsibility for any of the following relating to your access to and use of this App:

- absence of viruses, malware or other harmful components
- absence of technical defects
- availability and access in Hong Kong and any other locations and jurisdictions

You are responsible for compliance with any applicable laws and regulations in your jurisdiction in the use of this App, its content and tools.

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The content (including all statements and information) on this App is for general information only, and in all circumstances, should not be taken or relied upon as financial, insurance or professional advice by any member or staff of the HKMC Group. To the extent permissible under the applicable laws, we accept no liability for any claims, demands, losses and damages (whether direct or indirect) of any kind, including but not limited to contractual, tortious, statutory, strict, civil and criminal liabilities, howsoever arising from, or in connection with, the use of or in reliance on the content and tools on this App.

***Information relating to insurance products on this App is for Hong Kong residents only***

The information and statements in relation to insurance products and services provided on or mentioned under this App are prepared for and restricted to residents of Hong Kong only and are not intended for distribution to or use by any persons located or residing in other jurisdictions.

***No offer or solicitation in relation to regulated financial products and services including insurance products and services***

The content (including all statements and information) on this App is provided for general information only, and should not constitute or be construed as an offer to sell or a solicitation of an offer or an invitation to buy any regulated financial products or services including insurance products or services.

***Registration of use***

Upon becoming a member of “AMIGOS By HKMC”, you may become a registered user of this App by registering an account (the “Account”), in which case you agree that:

- (a) You shall be responsible for ensuring that the details you provide to us for the registration of the Account are correct and complete, and for timely updating us of any changes to the information in the Account. You can access, check and update the information you have provided, including your account settings, in the Account.
- (b) You may use the Account for the purpose of keeping yourself informed of the activities, events and offerings available to you in or in connection with “AMIGOS By HKMC” and/or facilitating your enjoyment in any such activity, event or offering.

- (c) Where you obtain any materials from this App, you shall ensure that your device and/or telecommunications service provider does not block download of materials.
- (d) We may terminate or suspend your Account, any functions of such Account and/or any rights and privileges as holder of such Account at any time without prior notice to you.

### ***Biometric authentication***

Upon becoming a registered user of this App, you may use the biometric (including fingerprint and facial recognition) authentication function to confirm your identity for accessing or operating the Account, subject to the capability of your device to capture your biometric credentials. Use of this function is voluntary and does not restrict the use of other identification methods. By registering for the biometric authentication function, you agree that this App will be accessing the biometric credentials registered on your device for the provision of such function. However, no biometric credentials will be transferred from your device to us and we do not store your biometric credentials within our internal record.

You should ensure that only your biometric credentials are stored on your device and that no other party is allowed to use your device. If you store any other person's biometric credentials or allow any other person's biometric credentials to be stored on your device, you are responsible for any person using the other biometric credentials to access this App, including operating your Account and effecting transactions.

### ***Security***

You shall be responsible for and shall take all necessary steps to maintain the confidentiality and security of the Account and password or biometric credentials and for restricting access to your device on which the Account has been or is accessed or used, and to the extent permitted by applicable laws and regulations, you agree to accept responsibility for all activities that occur under your Account. You shall inform us immediately if you have any reason to believe that your Account or password or biometric credential is being, or is likely to be used in an unauthorised manner. Where applicable, you shall change your password, re-register your biometric credentials or cease using the biometric authentication function.

### ***No responsibility for internet disruptions, communication malfunctions and security of this App***

Communications over the internet may be subject to incidents such as interruption, interception, hacking, transmission blackout, delayed transmission or incorrect data transmission. We are not liable for any

malfunction in communication facilities that may affect the accuracy or timeliness of the content or tools on this App. We also do not guarantee that this App or the tools on this App are completely secure. Whilst reasonable precautions are taken to maintain the confidentiality of information received, we do not accept responsibility for any breach of confidentiality.

### ***Exclusion of liability in relation to hyperlinks, user input and behavior***

This App contains hyperlinks to websites provided by other entities. The hyperlinks are provided for your convenience only. The provision of such hyperlinks does not indicate any endorsement, approval or recommendation of these websites or the products and services provided, described or linked on them. We do not endorse or take any responsibility for the content or any other aspects of these websites.

Whilst we are under no obligation to monitor and/or review any input placed on this App by users and assume no responsibility or liability whatsoever relating to any such user input, we reserve the right to check from time to time such user input and to remove any such input from this App without notice and without justification.

### ***Ownership of intellectual property rights***

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Furthermore, any enquiry or request for consent to the foregoing acts in relation to the content of this App should be sent to [amigosbyhkmc@hkmc.com.hk](mailto:amigosbyhkmc@hkmc.com.hk). The permission given here does not extend to any materials in any hyperlinked websites, the copyright of which belongs to third party(ies).

### ***Indemnities in relation to your use***

You irrevocably and unconditionally agree to indemnify and hold each member of the HKMC Group and their respective directors, officers, staff and agents harmless from and against any claims, actions, demands, or proceedings, howsoever arising from or in connection with your use of this App, any content in this App or any breach of this Terms by you.

### ***Privacy***

Collection, use and disclosure of any personal data for or in connection with this App are governed by the Personal Information Collection Statement of the HKMC Group and the Privacy Policy for this App respectively. Please read these statements and policies, which are accessible via this App, to understand your privacy rights when you use or access this App.

### ***Severability***

If, at any time, any provision or part of a provision of this Terms is or becomes illegal, invalid or unenforceable in any respect, that provision or part of the provision shall be deemed severable from this Terms and shall not affect the legality, validity and enforceability of any remaining provisions.

### ***Governing law and jurisdiction***

The terms and conditions contained herein in relation to the access to and the use of this App are governed by the Hong Kong law. By accessing and using this App, you irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Hong Kong and waive any immunity you may have in relation to such submission to jurisdiction.

If a jurisdiction does not allow the exclusion of liability under this Terms but instead allows a limitation of a certain maximum extent, then the relevant liability(ies) will be limited to that extent.

### ***Third party right***

Except as specifically provided, nothing in these terms and conditions shall be intended to confer a benefit upon any third party. A person who is not a party to these terms and conditions shall have no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce any of these terms and conditions.

### ***Update and Interpretation of this Terms***

We reserve the right to update this Terms at any time without prior notice to you. In the event of dispute, our decision shall be final, conclusive and binding.