

Terms and Conditions for eService

These Terms and Conditions apply to any person and/or the corporate policy owner he/she acts for and behalf of (“you”) who receives electronic policy services provided through “BOC Life e-Service Web Portal” and/or “BOC Life Mobile Application” from us, BOC Group Life Assurance Company Limited (“BOC Life”). If there is any inconsistency between these Conditions and the provisions or rules (if any) for a particular service, the provisions or rules shall prevail over these Conditions in respect of the relevant service.

1. Definition

- 1.1 “BOC Life” or “the Company” means BOC Group Life Assurance Company Limited.
- 1.2 “eService Web Portal” means BOC Life eService Web Portal.
- 1.3 “Mobile Application” means BOC Life Mobile Application.
- 1.4 “Corporate Customer” means the corporate policy owner that you are acting for and on behalf of.
- 1.5 "Correspondence" means any advice, report, message, record, confirmation, receipt, acknowledgement, notice, statement or communication in respect of or in relation to one or more policy(ies) or of the products and services offered by BOC Life, as from time to time issued or provided by BOC Life in paper form.
- 1.6 "e-Correspondence" means such Designated Correspondence issued or provided by BOC Life to you in electronic form via eService.
- 1.7 "Designated Correspondence" means such type(s) of Correspondence as may be determined by BOC Life in its sole and absolute discretion from time to time which can be made available by BOC Life in electronic form via eService.
- 1.8 "e-Correspondence Service" means the services provided by BOC Life in delivering the e-Correspondence to you via eService.
- 1.9 "e-Policy Contract Service" means the services provided by BOC Life in delivering the Policy Contract Documents and Policy Pack to you in electronic form via eService.
- 1.10 “eService” means the services provided by BOC Life to you from time to time through “eService Web Portal” and/or “Mobile Application” and other ancillary services in connection therewith, if any.
- 1.11 "Policy Contract Documents" means the policy provisions, the application form, the policy specifications, and any schedules and/or endorsement(s) attached to the policy provisions as issued by BOC Life from time to time.
- 1.12 "Policy Pack" means the full set of policy documents, including but not limited to the Policy Contract Documents and benefit illustrations, issued by BOC Life to you upon the approval of your insurance application.

2. Terms of use

- 2.1 The use of the eService shall at all times be governed by these Terms and Conditions, as may from time to time be amended, supplemented and/or modified by BOC Life.
- 2.2 By accessing and using the eService, you and the Corporate Customer that you are acting for and on behalf of acknowledge that you and the Corporate Customer that you are acting for and on behalf of have read and understood these Terms and Conditions and you and the Corporate Customer that you are acting for and on behalf of agreed to be bound by the same and all the amendments, supplements and modifications thereto.
- 2.3 These Terms and Conditions are in addition and without prejudice to the other terms and conditions governing your insurance policy with BOC Life which shall continue to apply unless otherwise specified by BOC Life. In the event of inconsistency or conflict between these Terms and Conditions and the terms and conditions of the insurance policy, these Terms and Conditions shall prevail to the extent of such inconsistency or conflict so far as the eService is concerned.

3. Access and use of the eService

- 3.1 eService (on the Internet, mobile device or other electronic network or devices as provided by us) allows you to access such services as are provided by us on the relevant channel from time to time. To access the eService for the first time, you are required to register for the eService in the manner as specified by BOC Life from time to time. Upon successful registration, you are able to check all of your in-force policies through eService.
- 3.2 By registering to use the eService, you confirm that you have appropriate equipment and facilities, and agree, to receive our electronic communications, which may be sent in lieu of paper or other communications. You also warrant that all particulars and information given by you to BOC Life for the purposes of or in connection with the eService are true, complete, accurate and up-to-date at all relevant times and undertake to promptly notify BOC Life of any changes thereto.
- 3.3 You will not access our eService except with an equipment (and software) and in a communications format permitted by us, or for any purpose other than to access an available service in a reasonable manner. You will ensure that the contents of a message sent by or on your behalf are not inconsistent with applicable law.
- 3.4 As between the parties, a contract concluded by electronic messages is concluded in Hong Kong and at the time when our final confirmation of your instructions is dispatched. If you do not receive a confirmation, you must check with us.

- 3.5 Electronic messages are treated as a writing signed by the sender. Neither party will contest the validity of a contract concluded by electronic messages on the grounds that it was so concluded.
- 3.6 If a re-confirmation has been requested from you, your instructions are not effective unless re-confirmed within time.
- 3.7 BOC Life may from time to time at its sole and absolute discretion determine, specify, add, delete, modify, reduce or vary the scope and features of the eService and/or cancel or suspend or terminate the eService (or any part thereof) without your consent at any time and with or without notice in such manner and by such means of communication as BOC Life shall deem fit and shall be binding on you if you continue to remain as a registered user of the eService or use the eService on or after the effective date thereof.
- 3.8 In the event of suspension or termination of the eService (howsoever occurred), BOC Life does not assume any liabilities or responsibilities for any suspension or termination of the eService under any circumstances. Notwithstanding that it is without prejudice and shall not affect the liabilities and rights which have accrued between you and BOC Life prior to the date of suspension or termination.
- 3.9 If your instruction has not been accepted by the eService for any reason (for example, after a cut-off time), please try again. eService will not reprocess your instruction automatically and may process one piece of information in your instruction without checking if it conflicts with other information.
- 3.10 Your Policy Pack, Policy Contract Documents and/or e-Correspondences may be sent to you by posting at a secure location on our "eService Web Portal" and/or "Mobile Application" accessible by your password. You will read them without delay.
- 3.11 BOC Life may accept or reject an instruction received by the eService that is not related to an available service on the relevant channel.
- 3.12 You will communicate with us in relation to a transaction through the same communication channel. We may use any channel.
- 3.13 You acknowledge that an accepted instruction may be rejected by reason of computer operations. You will check whether your instructions have been executed. We will not notify non-execution.
- 3.14 You will not alter, circumvent or interfere with the operation of our "eService Web Portal" and "Mobile Application".
- 3.15 Transactions and messages shown on or printed out from your computer, mobile device or other electronic equipment are for your reference only.
- 3.16 BOC Life may download information including identification data to your computer, mobile device or other electronic equipment.
- 3.17 You are regarded as having received a communication when it is dispatched by the eService or posted on our "eService Web Portal" and/or "Mobile Application".

- 3.18 Records will only be retained in the “eService Web Portal” and/or “Mobile Application” for the period determined by BOC Life.
- 3.19 “eService Web Portal” and “Mobile Application” are hosted by BOC Life and are connected to the internet and application platform via independent service provider(s), who is/are not agent(s) of BOC Life and for whom BOC Life is not responsible. BOC Life will use reasonable care in selecting the service provider. “eService Web Portal” and “Mobile Application” and the information thereon may be changed by BOC Life at any time without notice.
- 3.20 BOC Life “eService Web Portal” and “Mobile Application” will only record your visit by recording your domain name server address and the pages you visited. No personal information is collected unless otherwise specified. Only the numbers and types of browser will be shown in BOC Life’s statistics of the use of “eService Web Portal” and/or “Mobile Application”. Please refer to the “Personal Information Collection Statement” for the Company’s general policies on collection, use, disclosure and transfer of customer data. For the Company’s policies and practices in protecting personal data privacy, please refer to the “Privacy Policy Statement”. “Personal Information Collection Statement” and “Privacy Policy Statement” are available at <https://www.boclif.com.hk>.
- 3.21 **Single-sign-on service via BOCHK mobile banking (if applicable)**
This paragraph 3.21 shall apply to you if you use “Mobile Application”. Users can choose to log in to or register BOC Life’s “Mobile Application” account by authenticating your identity through your BOCHK mobile banking account. This service allows you to link up your BOCHK mobile banking account with your BOC Life “eService Web Portal” and/or “Mobile Application” account(s), and verify your identity by personal information in an encrypted manner for logging into or registering BOC Life’s “Mobile Application” account. Those personal information will only be used for identity verification and will not be stored by BOC Life. This single-sign-on service for login or simplified registration is only applicable for logging into or registering BOC Life’s “Mobile Application” account but it is not applicable for logging into or registering BOCHK mobile banking account.

4. e-Policy Contract Service & e-Correspondence Service

- 4.1 Upon your successful enrollment for e-Policy Contract Service, the printed version of your Policy Pack and/or Policy Contract Documents will cease to be generated and sent to your last registered mailing address. Should you want to request for the printed version of the Policy Pack and/or Policy Contract Documents, you have to apply through BOC Life Customer Service Hotline at (852) 2860 0688 or your financial consultant.
- 4.2 Without prejudice to the generality of paragraph 3.17 above, you agree that the availability of the electronic form of the Policy Pack and/or Policy Contract Documents online at the time they are deposited into your eService account shall be deemed a sufficient delivery of such documents by BOC Life to you. After a new insurance policy is issued, BOC Life will send an

SMS to the mobile phone number last provided by you informing you of the availability of the Policy Pack and/or Policy Contract Documents for viewing via “eService Web Portal” or “Mobile Application”. You shall also be informed via the said SMS that you have the right to reconsider your decision to purchase the policy by a specified date stated therein. You agree to download and review the Policy Pack and/or Policy Contract Documents as soon as possible. Please contact BOC Life Customer Service Hotline at (852) 2860 0688 or your financial consultant if you do not receive such SMS.

- 4.3 Upon your successful enrollment for e-Correspondence Service, the printed version of all your future Designated Correspondence(s) will cease to be generated and sent to your last registered mailing address.
- 4.4 Without prejudice to the generality of paragraph 3.17 above, you agree that the availability of the electronic form of the Designated Correspondence(s) online at the time they are deposited into your “eService Web Portal” or “Mobile Application” account shall be deemed a sufficient delivery of such Designated Correspondence(s) by BOC Life to you. When your e-Correspondence(s) is/are ready, BOC Life will send an SMS and/or email to the mobile phone number and/or email address last provided by you informing you of the availability of your e-Correspondence(s) for viewing via “eService Web Portal” and/or “Mobile Application”. You agree to view online the e-Correspondence(s) in a timely and prompt manner.
- 4.5 All e-Correspondence provided via eService will only be made available for viewing online for 48 months after the issue date of the concerned e-Correspondence, or for such other designated period of time as may be determined by BOC Life from time to time at its sole and absolute discretion, irrespective of whether or not they have been actually reviewed and/or saved by you. After the expiry of such designated period, the concerned e-Correspondence will be removed from “eService Web Portal” and/or “Mobile Application” permanently.
- 4.6 Should you want to cancel your enrollment for e-Correspondence Service, you have to make a request to BOC Life through BOC Life Customer Service Hotline at (852) 2860 0688 or your financial consultant, or directly through “eService Web Portal” and/or “Mobile Application”. Upon approval of your request, all your future Designated Correspondence(s) will be printed and sent to your last registered mailing address.
- 4.7 BOC Life will not be responsible in case the SMS or email alert is not received by you due to your mobile phone number or email address having been changed or being invalid or due to systems failure, interruptions in the communications systems or other reasons outside the control of BOC Life.

5 Transactions over the Internet and “Mobile Application”

Transactions conducted through the “eService Web Portal” or “Mobile Application” may be subject to interruption, blackout, delay or error. BOC Life shall not be responsible for any error, delay or failure of any messages sent or transactions conducted through "eService Web

Portal" and/or "Mobile Application" arising from or in relation to any malfunctions in communication facilities that are out of the control of BOC Life.

6. Website and Application Security

- 6.1 The eService is for your sole and exclusive use. You will use all reasonable care to keep your User ID and Password secret and secure at all times. You shall bear the risk no matter whether your password is pre-set by BOC Life or set by you. You shall not in any circumstances disclose the User ID and Password to any other person to use the eService. BOC Life shall not be responsible or liable for any harm or loss you may suffer as a result of an unauthorized use of your User ID and Password.
- 6.2 Any instruction given by the use of your password is valid and binding on you. You will be liable for all instructions given with the use of your password, whether or not authorized.
- 6.3 You may be responsible for unauthorized transactions made from your accounts if you have not kept your mobile device and your security details, including your password, safe or if you have not followed the security measures that BOC Life advises you to undertake from time to time including those set out in the Security Information available on BOC Life website or such other channels from time to time and such other terms and conditions applicable to the use of "eService Web Portal" and/or "Mobile Application".
- 6.4 You will be liable for all losses if you have acted fraudulently or with gross negligence, or allowed any third party to use your password or failed to comply with your obligation under paragraph 6.1 above.
- 6.5 You agree that you are solely responsible for ensuring that your equipment or device (including software programs contained thereon) are capable of and in good functioning order for using the eService and for maintaining security of your equipment or device.
- 6.6 By accessing "eService Web Portal" and/or "Mobile Application" and using the eService, you acknowledge and accept that the inherent risks in the use of and transmission of information via the internet, and you also agree to take all reasonably practicable measures to ensure and maintain the security of your equipment and device for using the eService.

7. Online Instructions

- 7.1 BOC Life shall not be liable to you for any failure to carry out instructions given by you on "eService Web Portal" and/or "Mobile Application" which are attributable, wholly or in part, to any cause beyond BOC Life's control including but not limited to any equipment malfunction or failure and under no circumstances shall BOC Life be responsible to you for any direct, indirect or consequential losses arising from or in connection with the carrying out or otherwise of instructions given on "eService Web Portal" and/or "Mobile Application".
- 7.2 Upon your utilization of the password to use the eService, BOC Life is authorised to act on instructions given by you on "eService Web Portal" and/or "Mobile Application" and you agree

that:

(a) BOC Life is authorised to act on any online instructions which BOC Life in its sole discretion believes emanate from you by the use of the eService Password. All instructions given on “eService Web Portal” and/or “Mobile Application” will be valid and binding on you. BOC Life shall not be liable for acting in good faith from the “eService Web Portal” and/or “Mobile Application” instructions which emanate from unauthorised person(s) and BOC Life shall not be under any duty to verify the identity of the person or persons giving instructions on “eService Web Portal” and/or “Mobile Application” purportedly in your name.

(b) you shall keep BOC Life indemnified at all times against, and to hold harmless BOC Life from, all actions, proceedings, claims, losses, damages, costs and expenses reasonably incurred by BOC Life which may be brought against BOC Life or suffered or incurred by BOC Life and which may have arisen either directly or indirectly from or in connection with BOC Life accepting instructions given on “eService Web Portal” and/or “Mobile Application” and acting or failing to act thereon unless due to the willful default of BOC Life. Such indemnity shall continue to have effect after the termination of the eService by you or BOC Life and any of its group companies and affiliated companies.

(c) your right to give online instructions pursuant to these Terms and Conditions shall at all times be subject to the discretion of BOC Life and any of its group companies and affiliated companies, and BOC Life and any of its group companies and affiliated companies may at any time revoke such right and/or terminate the eService without prior notice.

(d) you shall be bound by the terms and conditions of the insurance policy which you have taken out with BOC Life. In the case of conflict between the terms and conditions of the insurance policy and these Terms and Conditions, the former shall prevail.

7.3 You will ensure that your instructions are complete and correct. An instruction once accepted cannot be altered or cancelled, without BOC Life’s agreement. If an instruction cannot be carried out, you will still be responsible for the charges and reasonable expenses that may be incurred.

8. Corporate Customer

8.1 Unless otherwise agreed by BOC Life, the Corporate Customer’s representatives (as identified by their password) have such authority to act for the Corporate Customer as the Corporate Customer has notified BOC Life.

8.2 In these Terms and Conditions including this paragraph 8, where appropriate, “you” includes the Corporate Customer who has been accepted by us to use eService and the relevant individuals acting for the Corporate Customer.

8.3 Without limiting the generality of paragraphs 6 and 7.2(a) of these Terms and Conditions, BOC Life may regard an instruction given through “eService Web Portal” and/or “Mobile Application” by any

representative with the appropriate password as conclusive and binding on you. You will not claim that an instruction given with the appropriate password has not been authorised by you. You will be liable for all losses arising from the use of the appropriate password.

8.4 Without prejudice to the generality of paragraph 7.2(b) of these Terms and Conditions, you will indemnify BOC Life against any claim, liability, loss or expense arising from your instructions, your accounts, any transmission from your system to BOC Life's system, or the provision of any service to you, and against all expenses (including legal fees) incurred in the exercise or enforcement of BOC Life's rights including in recovering sums from you.

8.5 Without prejudice to the generality of paragraph 7.2(b) of these Terms and Conditions, you will indemnify BOC Life against any breach by you of these Terms and Conditions or the terms, conditions or rules applicable to an account, service or transaction, any act or omission of your representatives, employees or agents, and any tax or levy arising from your instructions or a service.

9. **Disclaimer**

9.1 The information, products, and services provided on "eService Web Portal" and/or "Mobile Application" are not available to all persons in all geographic locations. Only persons who are permitted by applicable law may browse the information and/or accept the products and services offered on "eService Web Portal" and/or "Mobile Application". Persons accessing "eService Web Portal" and/or "Mobile Application" are required to ensure that they are aware of and observe all relevant restrictions that apply to them and are responsible for satisfying themselves that they may do so under the laws or the jurisdiction from which access is obtained to "eService Web Portal" and/or "Mobile Application" and/or from which the relevant service is used.

9.2 BOC Life does not warrant the absence of delays, failures, errors, omissions or loss in respect of any information transmitted through "eService Web Portal" and/or "Mobile Application" and disclaims its liability for any loss or expense caused by any error in connection, interruption, delay in operation or incomplete transmission, line or system failure of "eService Web Portal" and/or "Mobile Application".

9.3 Unless caused by BOC Life's wilful misconduct, gross negligence or fraud, BOC Life is not liable for:

(a) any delay or interruption in your having access to an account or service, or any inability to use an account or service;

(b) any loss, error, delay, misdirection, corruption or unauthorised alteration or interception of a message sent through the internet, mobile device or any other means, or any unauthorised access to a service, account or information;

(c) any act or omission including any failure to execute or error in executing your instructions;

(d) any error, malfunctioning, interruption, suspension or failure of any software, equipment or system;

(e) anything including any computer virus which may impair the functions of a computer system;

(f) any loss or damage arising from termination of your account or any service provided to you; or

(g) any act or omission.

9.4 BOC Life does not guarantee any of the following:

(a) no viruses or other contaminating or destructive properties will be transmitted through “eService Web Portal” and/or “Mobile Application”; or

(b) no damage will occur to any computer and/or mobile device system connecting to “eService Web Portal” and/or “Mobile Application”. Users of “eService Web Portal” and/or “Mobile Application” shall have sole responsibility in protecting and backing up their data and/or equipment; and in taking any precautionary measures against computer viruses or other contaminating or destructive properties as they think appropriate and necessary.

9.5 To the fullest extent permissible pursuant to applicable law,

(a) the materials on “eService Web Portal” and/or “Mobile Application” are provided "as is" basis and without warranties of any kind either expressed or implied and BOC Life and any of its group companies and affiliated companies disclaim all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and may be changed at any time without prior notice;

(b) BOC Life and any of its group companies and affiliated companies do not warrant that “eService Web Portal” and/or “Mobile Application” or the functions contained in the materials will be uninterrupted or error-free, that defects will be corrected, or that “eService Web Portal” and/or “Mobile Application” or the server that makes it available are free of viruses or other harmful components; and

(c) BOC Life and any of its group companies and affiliated companies do not warrant or make any representations regarding the use or the results of the use of the materials on “eService Web Portal” and/or “Mobile Application” in terms of their correctness, accuracy, reliability, or otherwise. The information and descriptions contained herein are not necessarily intended to be complete descriptions of all terms, exclusions and conditions applicable to the products and services, but are provided solely for general informational purposes. For complete details please refer to the actual policy or the relevant product or services agreement.

9.6 BOC Life and any of its group companies and affiliated companies make no warranties or representations as to the accuracy of the contents of “eService Web Portal” and/or “Mobile Application”. BOC Life and any of its group companies and affiliated companies accept no liability and will not be liable for any loss or damage arising directly or indirectly (including special, incidental or consequential loss or damage) from your access to “eService Web Portal” and/or “Mobile Application” or use of the eService, howsoever arising, including but not

limited to any loss, damage or expense arising from or in connection with any defect, error, imperfection, fault, mistake or inaccuracy of the “eService Web Portal” and/or “Mobile Application” and/or eService, their contents or associated services, or due to any invalidity of unavailability of the “e-Service Web Portal” and/or “Mobile Application” and/or eService or any part thereof or any contents or associated services.

9.7 Use of hyperlinks to other internet sites or resources are at the browser's own risks. BOC Life expressly disclaims any responsibility for the accuracy or applicability of the information provided by those sites that can be connected to “eService Web Portal” and/or “Mobile Application” or for the safety of information which the browser may provide to any third party.

9.8 By using “eService Web Portal” and/or “Mobile Application”, the browser agrees to be bound by the content of this notice as it may be amended by BOC Life from time to time and posted on “eService Web Portal” and/or “Mobile Application”.

9.9 No information contained in “eService Web Portal” and/or “Mobile Application” should be regarded as an offer to sell, to subscribe to, or provide any recommendation to any browser. Browsers should consult their own professional adviser before making any investment, financial decision or purchasing any product.

9.10 BOC Life is not liable for any act or omission unless due to its gross negligence or fraud.

10. **Linked Websites**

“eService Web Portal” and/or “Mobile Application” may be linked to other websites which are not maintained by BOC Life and any of its group companies and affiliated companies. Hyperlinks to other sites are provided for your convenience only. They are not our recommendation or endorsement of the other sites. BOC Life and any of its group companies and affiliated companies are not responsible for the content of those websites and have not verified them. The inclusion of any link to such websites does not imply approval of or endorsement by BOC Life and any of its group companies and affiliated companies of the websites or the content thereof. You acknowledge and agree that you access such websites at your own risk. Making available any advertisements, marketing or promotional materials, market information or product information to you shall not, by itself, constitute solicitation of the sale or recommendation of any product.

11. **Copyright and Trademarks**

11.1 BOC Life and other relevant parties own the trademarks, logos and service marks displayed on “eService Web Portal” and/or “Mobile Application”. These may not be used without the written permission of BOC Life or the party owning these.

11.2 All materials on “eService Web Portal” and/or “Mobile Application” are protected by copyright. No part of the materials in “eService Web Portal” and/or “Mobile Application” may be modified, reproduced, transmitted and distributed in any format for commercial or public use without prior written consent by BOC Life.

12. Governing Law and Jurisdiction

These Terms and Conditions are governed by and will be construed in accordance with the laws of the Hong Kong Special Administrative Region (“Hong Kong”) and you agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.

13. Governing Version

The Chinese version of these Terms and Conditions is for reference only. In case of any inconsistency between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.