

## **Terms and conditions for use of the ECC Application**

You must read these Terms in conjunction with our relevant Personal Information Collection Statement, Privacy Policy, and any other terms we may provide to you.

By using the ECC app on your device, you agree to the following legal terms.

### 1. ECC Application

(a) The ECC app is for your personal use and allows you to access our products and services. These products and services are available at our discretion and are subject to other legal terms that we will make available to you separately.

(b) We only provide services to persons residing in Hong Kong through the ECC app. We do not intend to distribute our services or provide use of the ECC app to any country and its persons which would constitute a breach of Hong Kong law or any local law or regulation.

(c) You can download the ECC app for free from the App Store on a device owned by you and using Apple's iOS or Google's Android operating system.

(d) You need to have an active internet connection to download and use the ECC App.

(e) You are responsible for any fees charged by your internet or mobile service provider for your use of the ECC App. If you are travelling overseas, you should check if your service provider will charge you any additional fees for using the ECC app overseas.

(f) We may use your mobile phone number and/or email address registered with us to send you an SMS password and any information about your use or access to the ECC App.

### 2. Register the device

(a) Even if you have not accepted our terms and conditions and we have not approved the product or service you are applying for, we will register your device once the ECC app is downloaded.

(b) You may log in to the ECC App by entering your password or using any biometric method provided by your device provider (if enabled in the ECC App), which we will use (along with any other information you provide to us) relevant information or documents) to verify your identity.

(c) After logging into the App, you may change your login settings or password at any time.

(d) If you replace your device, you will need to re-register your new device and your old device will be automatically de-registered.

3. To keep your device and ECC app safe, you must:

(a) use a password, biometric method provided by your device provider or other methods to gain access to your device;

(b) ensure that only your biometrics are registered on the device;

(c) Do not use a password that contains numbers related to you (such as your date of birth, phone number or license plate number) or access to other services (such as your Wi-Fi or email account) as your ECC app password ;

(d) access the ECC App without using facial recognition if facial recognition does not securely or reliably identify you (e.g., if you have twins);

(e) Do not share your ECC app password with anyone or record the password on your device or anything that is normally kept with or near the device. If any other person uses your ECC App password to gain access to the ECC App on your device, these persons may act on your behalf, and you are responsible for any of their actions;

(f) change the passwords of your device and the ECC App regularly to prevent unauthorized access to your device and the ECC App;

(g) keep the device safe, secure and in your own custody. Do not leave your device unattended while you are logged into the ECC app; and

(h) Before selling, recycling, discarding or permanently disposing of your device, or at the end of all your ECC accounts, delete the ECC app and remove your ECC card from your e-wallet. If you temporarily hand over your device to someone else (eg for repairs), you should also remove your ECC card from your e-wallet.

You must notify us if you know or believe that:

(a) any other person knows the password of your ECC Application or has unlawfully accessed your ECC Application;

(b) your device has been hacked, lost, or stolen; or

(c) Unauthorized transactions are conducted through your account.

If your actions involve fraud or gross negligence, or if you do not know or believe that your ECC App password or the device used to access the ECC App has been hacked, lost or stolen or there is an unauthorized transaction notify us as soon as reasonably practicable through your account, you shall be liable for all losses, including losses arising from your failure to comply with the measures set out in clause 3 and/or your responsibilities.

To enhance security, we recommend:

(a) beware of suspicious emails and hyperlinks and only download known or trusted software, set strong passwords, and keep your device's operating system and software up to date to protect your device from malware; and

(b) enable or install remote removal on your device (i.e., send instructions to your device to completely remove all data stored on your device) in case your device is lost or compromised theft.

#### **4. Update ECC app**

(a) We may update the ECC App from time to time, including making improvements, adding new features, or performing security suite updates.

(b) We may occasionally require you to update the ECC App before continuing to use the ECC App.

(c) You should:

(i) Keep your device's operating system up to date. We will notify you in advance and remind you to update your device's operating system before we stop supporting an operating system version; and

(ii) Keep the ECC App up to date, otherwise some functions of the ECC App may not work as expected. If possible, we recommend that you turn on automatic app updates in your device settings.

## **5. Availability of the ECC App**

(a) The ECC app may be temporarily unavailable while we perform necessary repairs or system updates. We will notify you of this, if planned, and let you know when the ECC app will be discontinued (if it needs to be discontinued).

(b) The availability of the ECC App is subject to the reliability and availability of third-party service providers, including software, network and other service providers that allow you to access the ECC App.

(c) If your use of the ECC app requires any third-party services, you are subject to the terms of use applicable to that third party. For example, the ECC App uses Google Maps features and content, and your use of such Google Maps features and content in the ECC App is subject to the Google Maps/Google Earth Additional Terms of Service, available at [https://maps.google.com/help/terms\\_maps.html](https://maps.google.com/help/terms_maps.html).

(d) Except as expressly stated or otherwise agreed by ECC is not a party to any contractual arrangement between you and a third party.

## **6. Hyperlinks**

(a) The ECC app may contain hyperlinks to third party websites or mobile apps.

(b) ECC does not maintain or control, and is not responsible for, any third-party websites or mobile applications that have hyperlinks on the ECC App - hyperlinks are displayed for your convenience only.

(c) Your access to and use of any third-party website or mobile application is at your own risk and subject to the terms of such third-party website or mobile application.

## **7. Materials provided by third parties**

(a) The ECC App may contain materials and other content provided by third parties, including merchants and individuals.

(b) Displaying any material and other content from third parties on the ECC App does not:

(i) constitute an endorsement by ECC of such materials and content (including any opinions expressed by such third parties) - any opinions expressed by such third parties are solely those of such third parties and do not necessarily reflect the opinions of ECC; or

(ii) claim or imply that ECC endorses, recommends, agrees with, has investigated, verified or monitored such third party or its products or services.

(c) Please also note that all offers, products, services, demonstrations, classes, public events or other related activities provided by third parties are subject to the ECC disclaimer within the ECC app and our website.

## **8. Use the ECC app responsibly**

(a) The ECC App is owned by us, and you may only use the ECC App for the purposes set out in these Terms.

(b) All content of the ECC app is the responsibility of its author. This means that you (and not us) are solely responsible for all content you upload or obtain through the ECC app.

(c) On a device on which the ECC app is installed, you may only install apps from the App Store or Google Play, and may not modify the device's operating system, such as "jailbreak" or "crack" the device.

(d) If your device contains any pirated, cracked, counterfeit or unauthorized applications, you must not install or launch the ECC application or e-wallet.

(e) You shall not act fraudulently or maliciously with respect to the ECC App or its features, including resell, copy, modify, adversely affect, restore or in any way tamper with the ECC App, or assist others to do any of the above, if you Except where authorized.

(f) You must not use the ECC App for any purpose that is unlawful or contrary to any agreement with us.

(g) Any information or documents transmitted through the ECC App are subject to risks of delay, loss, transfer, alteration, damage, and other risks associated with hardware and software failures.

## **9. Enable certain functions of your device**

We may require you to enable certain features on the device on which you have installed the ECC app, such as camera features and location services, and to share your contacts with us. This allows you to enjoy certain features of the ECC app. If you agree to enable these features, for example, we can track your location and IP address when you make a transaction. For security reasons, screenshots and video recordings are not allowed in the ECC app.

## **10. If you suffer any loss**

We are not responsible for any loss you suffer because of any use or access to the ECC app, or for the following reasons:

- (a) failure to use or access the ECC App or any services within the ECC App, except as a result of our negligence, fraud or willful default;
- (b) problems with your device or network connection;
- (c) if any other persons use your password to access the ECC Application on your device, those persons access or use the ECC Application;
- (d) if hyperlinks are provided through the ECC App to third party websites or mobile applications, any information, products or services provided by those websites or mobile applications;
- (e) fraudulent or negligent conduct of any third party; or
- (f) Your failure to perform your responsibilities under these Terms.

Where any law requires us to be liable for any loss to you, we are only responsible for re-providing services through the ECC app or the cost of re-providing those services.

## **11. If we suffer any loss**

You agree to indemnify us, indemnify us, and defend us against any liability and expense incurred by us because of:

- (a) using the ECC app; or
- (b) breach of these Terms,

This is done by you or any other person who can use the ECC app with your login credentials.

## **12. Suspension or cancellation of access rights**

We may suspend or cancel your access to the ECC App at our sole discretion, for example:

- (a) to protect our business;
- (b) to protect you or us from fraud or other loss;
- (c) if you do not use ECC applications according to these terms; or
- (d) if we have reasonable grounds to believe that your use of the ECC App violates the laws or regulations of Hong Kong or any other country.

If we suspend or cancel your access rights, we will usually give you advance notice and explain our reasons for our decision. However, we do not have to give you any notification or reason.

## **13. We own all intellectual property rights**

- (a) you grant ECC Finance Limited and our controlled entities a worldwide, royalty-free, perpetual, irrevocable and sublicensable right and license to use any submissions you submit to ECC using the ECC App information or materials for any

purpose we deem fit, including but not limited to reproduction, modification, transmission, distribution, and publication, except as limited by applicable law. You warrant and will ensure that no information or material submitted to ECC infringes the rights of any third party.

(b) ECC shall not have any duty of confidentiality to you regarding any information or materials submitted by you using the ECC app, except as required by law.

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