

## **Terms of Use**

### **Important Note**

At ZA International Insurance Broker Limited (“**ZA Broker**”), we believe that technology offers an improved solution to the time-consuming and confusing process of buying insurance. By accessing the ZA Broker website and its features, you represent and warrant that you have the right, authority and capacity to enter these Terms of Use and that you meet all eligibility requirements. By accessing this website, you agree to be bound to these Terms of Use and our Privacy Policy Statement. If you do not agree to these Terms of Use and the Privacy Policy Statement, you should not access or use the website.

Please read these Terms of Use carefully before using this website. ZA Broker reserves the right, at its sole discretion, to change, modify or remove part of this legal notice at any time. Please check this page periodically for changes.

### **Authorization**

ZA Broker is a licensed insurance broker company regulated by the Insurance Authority to carry out General & Long-Term Business (excluding Linked Long-Term Business) in the Hong Kong Special Administrative Region (“Hong Kong”) under the Insurance Ordinance. ZA Broker does not offer or sell any insurance product in any places in which such offering or sale of such insurance product is illegal under the laws of such place. The insurance products on this website are intended for sale in Hong Kong only. Nothing in this website shall be construed as an offer to sell, or solicitation to buy, or provision of any product or service outside of Hong Kong.

### **Disclaimer of Warranties**

All information presented through the website is furnished “as is” and “as available,” without any express or implied warranties of any kind, including without limitation, warranties of fitness for a particular purpose or non-infringement of intellectual property. We do not represent or warrant that the website or its content is error free, that defects will be corrected, and that the website is free of viruses or other harmful code.

In no event shall ZA Broker be liable for any cost or direct, indirect, special, incidental or consequential damages arising out of or in connection with the use of, or the inability to use this website. It is your responsibility to evaluate the accuracy, completeness and usefulness of any opinions, advice, services or other information provided. All information contained on any page set up by ZA Broker is distributed with the understanding that the authors, publishers and distributors are not rendering legal, accounting or other professional advice or opinions on specific facts or matters and accordingly assume no liability whatsoever in connection with its use. You are advised to consult your own legal or tax advisor with respect to your personal situation.

### **Third Party Content**

This website provides links to other websites which are not controlled by us. Those links are provided for your own convenience only and we are not responsible for their use, effect or content. We make no representations or warranties as to, and accept no responsibility for, the accuracy of information on those sites, nor do we endorse any information, opinion, goods or services referred to on them. You acknowledge and agree that you access such websites at your own risk.

### **Limitation of Liability**

ZA International Insurance Broker Limited  
28/F Infinitus Plaza, 199 Des Voeux Road Central, Hong Kong  
[broker.za.group](http://broker.za.group)

ZA Broker, its employees, its officers and all other relevant third parties vendors, and partners will not be liable for any actual, direct, indirect, incidental, consequential, special, exemplary, punitive or other damages, including loss of revenue or income, loss of principal, pain and suffering, emotional distress, or similar damages that result from the use of or the inability to use, the content on this website, even if ZA Broker or any representative authorized by ZA Broker has been advised of the possibility of such damages. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

## **Jurisdictions**

ZA Broker makes no representation that content on this website is appropriate or available for use in jurisdictions other than where specifically identified. Access to this website's content from jurisdictions where such access is illegal is prohibited. If you choose to access this website from other jurisdictions, you do so at your own risk. You are always responsible for your compliance with applicable laws. ZA Broker is not authorized to do business in every jurisdiction. By downloading any content, you are agreeing that you are not in a country where such export is prohibited and that you are not a person or entity to which such export is prohibited. You are responsible for compliance with the laws of your local jurisdiction regarding the import, export, or re-export of any content. Information published on this website may contain references or cross-references to products, programs or services that are not available in your state or country. Consult your qualified financial professional for information regarding the products, programs and services which may be available to you.

## **Permissible Use of Materials**

The ZA Broker website and its contents are protected by copyright, trademark, and other intellectual property laws of Hong Kong. You can use the ZA Broker website for your personal, non-commercial use only. Any copies of information from the ZA Broker website that you use for permissible purposes must retain all copyright and other proprietary notices contained on the materials. Any use of content from the ZA Broker website is expressly prohibited without our prior written permission. You can request permission by contacting us. You may not use our material from the ZA Broker website, in a way that creates an impression of an affiliation, relationship or endorsement between us and any other party.

## **No Financial, Legal and Tax Advice**

The material on this website is of a general nature and for information only and is not intended to be financial advice or an offer or solicitation to sell any product or service. The material and information do not take into account your particular financial situation and needs, legal, tax or accounting advice. Accordingly, you should assess whether the material is appropriate in the light of your individual circumstances, and/or the individual circumstances of your employee or any person you are acting for, before acting on the material. The information provided on this website is not written or intended as specific tax or legal advice and may not be relied on for purposes of avoiding any tax penalties. ZA Broker, its employees and partners, are not authorized to give tax or legal advice. You are encouraged to seek advice about your specific circumstances from your own financial, tax, or legal adviser before making any financial decision.

## **Email and password security**

You should safeguard your personal data, including personal and commercial email accounts, to prevent such information from being stolen by culprits and cause losses by:

- Setting proper passwords and changing them regularly;

ZA International Insurance Broker Limited  
28/F Infinitus Plaza, 199 Des Voeux Road Central, Hong Kong  
[broker.za.group](http://broker.za.group)

- Not using computers prone to attack by hackers to log in email account, or using instant messaging software or to carry out other operations involving sensitive data; or
- Not downloading attachments of suspicious origin or nature;

## **Website Security and Virus**

You should be aware that, in general, information sent through the Internet is not secured. Email services that may be provided through the platforms generally are not encrypted and do not provide a secure and private means of communication with us. Certain services offered on the platforms do provide a secure means to communicate with us, and you will be advised when you are using such a service. While ZA Broker may provide those technologies and use other reasonable precautions to protect confidential information and provide suitable security, we cannot guarantee that information transmitted through the Internet is secure, or that such transmissions will be free from delay, interruption, interception or error. To protect your own privacy, confidential and/or personal information should only be communicated via email when you are advised that you are using a secure mechanism. We cannot guarantee or warrant that any part of the platforms, including files available for download, are free of viruses or other harmful code. It is your responsibility to take appropriate precautions, such as use of an anti-virus software package, to protect your computer hardware and software.

## **Security**

The customer is responsible for maintaining the confidentiality of his username and user password as well as for all activities that occur from their use. ZA Broker is entitled to accept user's instructions given via his user name and user password as valid and binding without the need for further inquiry or investigation even if User can prove that the instructions were not sent by him/her or sent without his/her authority. ZA Broker is entitled, at its discretion, to seek user's confirmation offline or require other additional authentication processes or methods, on any of his instructions as and when it so deems fit. User agrees that ZA Broker is not liable for any damage or loss resulting from any breach of security arising from user's failure to keep confidential his user name and user password and user shall defend, indemnify and hold ZA Broker harmless against all liability, loss, damage or costs and expenses arising or resulting from such access or use of the secured site. User must notify ZA Broker when he becomes aware of any loss or theft or unauthorized use of either his user name and/or user password and he shall give such details and assistance to ZA Broker as may reasonably be required. In such a case or if user desires to change his password or if user forgets his/her password, user can change his user name and/or user password on the secured site. However, until the change is affected, user shall be liable for all transactions carried out by the use of the user name and/or user password on the secured site. Where there is inaccurate information in user's account balances, or transaction history is detected or where there is any transaction occurring which user has not authorized, user must immediately inform ZA Broker failing which neither ZA Broker nor any of its officers, employees, or affiliates is to be liable to user or any third party. ZA Broker reserves the right to block access to the secured site at any time for any reason. ZA Broker may require the use of encryption technology for certain transactions as a means of security. In such an event, ZA Broker has the right to require user to use such technology, at user's costs, in accessing and using the secured site.

## **Electronic Transactions And Authority**

In the event this website permits you to view, change information and receive other information or services related to a contract or policy issued by ZA Broker through electronic transmission via a compatible personal computer and a secure web browser, access to such services requires an electronic identification that consists

of a username, password, or other security measures that we may require. By obtaining access codes, you agree that the use of this electronic identification is the legal equivalent to your written signed instructions to ZA Broker and that your identity as an authorized user of our on-line services is determined solely by your access codes. You acknowledge that you are responsible for the safekeeping of your access codes and ZA Broker is unable, and under no obligation, to confirm the identity or authority of any other user using your access codes to access our on-line services.

### **Governing Law and Jurisdiction**

These Terms of Use and the Privacy Policy Statement will be governed by the laws of Hong Kong and the parties agree to submit to the exclusive jurisdiction of the courts of Hong Kong.