

## Website Terms and Conditions



### General

Please read these terms and conditions ("**Terms**") carefully before accessing this website and any of its pages ("**Website**").

Allianz Global Corporate & Specialty SE (incorporated in the Federal Republic of Germany with limited liabilities) Hong Kong Branch, is a company incorporated in Germany with its Hong Kong registered address at Suites 403-11, 4/F, 12 Taikoo Wan Road, Taikoo Shing, Hong Kong ("**Allianz**" or "**we**" or "**us**") and makes available its Website to users pursuant to the Terms hereunder governing how users may have access to and use the Website.

Allianz owns and operates the website located at [www.einsure.allianz.com](http://www.einsure.allianz.com). By accessing and using the

Website you, the user acknowledge you have read and understood these Terms which govern your access to and use of the Website and agree to be bound by them. Allianz reserves the right, at its discretion, to make changes to any parts of the Website or these Terms. When these Terms are amended, we will publish details of the amendments on the Website. Your continued use of the Website will be taken as your agreement to be bound by these Terms as amended. Do not use the Website if you do not agree with these Terms, including the Privacy Policy.

### Privacy & Confidentiality

We understand that in this age of rapid technological advances, customers may have concerns about the

privacy of the Personal Data (as defined in the Privacy Policy) they provide. We believe that an individual's Personal Data should be handled with the utmost respect and we are committed to protecting their privacy and confidentiality.

It is important to us that our customers are confident that their Personal Data will be treated with the necessary reasonable degree of privacy. Our aim is to ensure that our customer's Personal Data is handled in a responsible and reliable manner.

By accessing this Website, you agree that you have read and accepted the Allianz Privacy Policy ("**Privacy Policy**") which details what type of Personal Data we may collect from you when you visit the Website and how we may store and use the information in accordance with data protection laws.

### Intellectual Property Rights

All:

- trademarks (registered or unregistered), service marks and logos used and displayed on this Website ("**Trade Marks**");
- copyright, Trade Marks, database rights and other intellectual property rights ("**Intellectual Property Rights**"); and
- text, data, charts, tables, software, video, music, sound, graphics, photographs, illustrations,

artwork, names, Trade Marks and other material on the Website (the "**Content**")

and all rights relating to the above belong to or are licensed to Allianz or its affiliates, and shall remain at all times the property of Allianz or its affiliates.

Whilst certain Content files may be available to download from the Website, these Content files are subject to these Terms.

Nothing on this Website should be construed as granting, by implication or otherwise, any license or right to use any Content or any Trade Mark without the prior written permission of Allianz. Content may not be copied, reproduced, republished, downloaded, posted, broadcast or transmitted in any other way. You agree not to adapt, alter, modify or create a derivative work from any of the Content on the Website or to use it unless otherwise permitted under these Terms. The name of Allianz may not be used in any way, including advertising or publicity pertaining to the distribution of Content without prior written permission from us.

### **Links**

We are not responsible for the availability or content of any third party websites or material you access through this Website. The link provided in this Website to other websites does not mean or imply Allianz' s approval or endorsement of such websites or their contents.

### **Unlawful Use**

You agree to use this Website only for lawful purposes and in a manner that does not infringe on the rights of or restrict or inhibit the use and enjoyment of the Website by any third party. Such restriction or inhibition includes, but is not limited to, conduct which is defamatory, or which may harass, cause distress or inconvenience to any person and the transmission of obscene or offensive content or the disruption of the normal flow of dialogue within the Website. You agree that your access and use shall at all times comply with all applicable local or foreign laws, rules, acts, regulations, notices, circulars, directions, guidelines, directives, codes, guidance and/or decisions of any national, state or local government or regulatory authority, or any other authority whether in Hong Kong or elsewhere, whether having the force of law or not, as may be amended from time to time ("**Applicable Laws**"). In particular, you agree that you shall not upload or provide any prohibited material, or any material that may be objectionable on the grounds of public interest, public morality, public order, public security or that is otherwise prohibited by Hong Kong laws.

### **Liability**

The Website and Content is provided "AS IS" and on an "AS AVAILABLE" basis. Whilst we have tried to ensure that all the Content provided on the Website is correct at the time of publication, the Website and Content is provided "AS IS" and on an "AS AVAILABLE" basis and we not guarantee the accuracy, timeliness, completeness, satisfactory quality, performance or fitness for a particular purpose of the Website or any Content. The Content is provided on a general information basis only and should not be relied upon. In particular you agree that no part of the Content constitutes an offer to sell unless we expressly say otherwise and that the Content does not provide or constitute personal financial or investment advice. Any insurance policy or coverage may not have its terms or benefits fully

described in this Website. You agree that you shall consult your relevant service providers, including any financial advisors or insurance advisors, should you need to make any assessment regarding your personal financial or investment circumstances.

No responsibility is accepted by or on behalf of us for any errors, omissions, or misleading Content on the Website or on any websites to which the Website connects. Whilst we have firewalls and security protocols to protect the Website, you acknowledge that the Internet is not a secure medium and Allianz does not warrant that the Website or Content will be uninterrupted or error free, that any defects will be corrected, that any contents that we send or contents that we receive will remain unmodified, confidential and/or secure during its transmission, or that this Website or the server that makes it available are free of viruses, bugs, errors or other malicious code, macros or program.

All implied warranties and conditions, including but not limited to the implied warranties or conditions of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy are excluded from these Terms to the extent that they may be excluded as a matter of law. In no event will we or our affiliates (or our respective directors, officers, employees and any affiliates' directors, officers and employees) be liable for any losses, damages, expenses or costs including without limitation any special, indirect or consequential losses, or any losses, damages, expenses or costs relating to the loss of use, data or profits, or loss of opportunity, whether in contract, tort or otherwise, arising out of or in connection with the use of the Content and/or this Website, and even if Allianz and/or its affiliates had been advised as to the impossibility of such damages.

Any of the restrictions or exclusions on liability above shall apply only to the maximum extent permissible under applicable law.

### **Severability**

If these Terms or any part of them should be determined to be illegal, invalid or otherwise unenforceable under the laws of any state or country in which these Terms are intended to be effective, then to the extent that they are so illegal, invalid or unenforceable, they shall in that state or country be treated as severed and deleted from these Terms and the remaining Terms shall survive and remain in full force and effect and continue to be binding and enforceable in that state or country.

### **Conflict**

If there is any conflict between these Terms and any other oral or written agreement between you and Allianz then these Terms shall prevail.

### **Events beyond our control**

We will not be responsible for any breach of these Terms caused by circumstances beyond its reasonable control or which amount to force majeure.

### **Jurisdiction**

These Terms shall be governed by and construed in accordance with Hong Kong Law and any disputes

arising out of and/or in relation to these Terms shall be subject to the exclusive jurisdiction of the Hong Kong Courts.