

## **Terms of Use**

These terms and conditions ("Terms of Use") govern the end user's ("you" or "your") use of **Manulife Dialogue**, [www.manulifedialogue.com.hk](http://www.manulifedialogue.com.hk), including, without limitation, participation in its panel, survey, bulletin boards, forums, chats, and all other functionalities of the website ("Website") as hosted and administered by Vision Critical (Hong Kong) Limited. ("Service Provider") on behalf of Manulife (International) Limited and Manulife Asset Management (Hong Kong) Limited, (collectively, "Manulife").

## **Terms of Use Modifications**

Manulife reserves the right, in its sole discretion, to revise these Terms of Use at any time without notice to you. Any revisions to these Terms of Use shall be effective as of the date posted. By accessing the Website, you are agreeing to be bound by the then current version of these Terms of Use, all applicable laws and regulations, and any other applicable policies, terms and guidelines established by Manulife and those of the Service Provider. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, PLEASE DO NOT USE THIS WEBSITE.

## **Registration and Account Security**

In order to access all functionalities of the Website, you may be required to register for an account with the Website. In the event that you register for an account with the Website, you agree to:

- (a) provide accurate, current, and complete information about yourself as may be required by any registration forms on the Website ("Registration Data");
- (b) maintain the security of your password;
- (c) maintain and promptly update the Registration Data, and any other information you provide to Manulife, and to keep it accurate, current and complete; and
- (d) accept all risks of unauthorized access to the Registration Data and any other information you provide to Manulife.

You are prohibited from submitting any "sensitive" personally identifiable information over the Website. This may include, but is not limited to, any information about yourself or another person, including names or other identifications that may relate to health or medical conditions, HKID Card number, passport number, credit card, bank account or other financial information, other information concerning trade union membership, sex life, political opinions, criminal charges or convictions, religious or philosophical beliefs, racial or ethnic origin, or other sensitive matters.

## **Use of User Id/Password**

A. If you register and/or set up an account on the Website, you will be solely responsible for maintaining the confidentiality of your Registration Information. You may not authorize others to use your Registration Information. You may not sub-license, transfer, sell or assign your Registration Information and/or your rights and obligations under these Terms of Use to any third party without Manulife's prior written approval. Any attempt to do so will be null and void and shall be considered a material breach of these Terms of Use.

B. You are solely responsible for all usage or activity on your account including, but not limited to, use of the account by any person who uses your Registration Information, with or without authorization, or who has access to any computer on which your account resides or is accessible.

C. If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your Registration Information), you must promptly change the affected Registration Information by using the appropriate update mechanism on the Website, or email [support@manulifedialogue.com.hk](mailto:support@manulifedialogue.com.hk)

### **Intellectual Property Rights**

Manulife owns all applicable copyright, trademark and other intellectual property rights in the content and trademarks displayed on the Website and posted by Manulife (“Manulife IP”) unless otherwise indicated. Unless permitted by applicable law, reproduction of Manulife IP, in whole or in part, with or without manipulation thereof, in any manner through any method without the prior written permission of Manulife is strictly prohibited.

### **Website Content Modifications or Termination**

The information posted by Manulife on the Website (“Website Content”) is owned or licensed by Manulife, unless otherwise indicated. Manulife reserves the right, but is not obligated, to modify and update Website Content from time to time without notice. Manulife reserves the right to terminate or restrict access to all or any portion of a Website to anyone at any time and for any reason without notice to you.

### **Third Party Links**

Other websites that link to or from the Website are completely independent of the Website. Manulife has not reviewed all of the third party websites linked to the Website and is not responsible for the contents of any such linked website. Manulife does not endorse the websites to which it links. Similarly, Manulife does not endorse websites which link or refer to the Website. In addition, the acknowledgment of a website or the identification of persons and entities on the Website shall not, in any manner, be construed as an endorsement for the product, person or entity by Manulife. Use of any such linked website is at your own risk. You understand that when going to a third party website, that website is governed by the third party’s privacy policy and terms of use, and the third party is solely responsible for the content and offerings presented on its website.

### **Disclaimer**

The Website (including all Website Content contained therein) is provided “as is”. To the maximum extent permitted by law, Manulife makes no representations or warranties, express or implied, and hereby disclaims and negates all other representations, warranties, and conditions with respect to the Website including all Website Content contained therein, including without limitation, implied warranties or conditions of availability, merchantability, interoperability, accuracy, currency, functionality, fitness for a particular purpose, title, freedom from computer virus or malicious code, non-infringement of intellectual property or

other violation of rights, and any implied warranties arising from course of dealing or course of performance. Further, Manulife does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the Website Content or otherwise relating to such materials or on any sites linked to the Website. The Website is made available to you for your personal use only. Website Content is not intended to be: (a) a comprehensive or detailed statement concerning the matters addressed; (b) investment, tax, financial products or services, accounting, legal, or other professional or expert advice; or (c) an offer to sell or buy or a recommendation to buy or sell any security, insurance/banking/investment product or service, bond or other financial instrument and every user of the Website is advised to seek professional advice before acting or omitting to act on any part of the Website. Manulife makes no warranty and accepts no responsibility with respect to the legality, accuracy, currency, non-infringing nature or appropriateness of any content provided by users of the Website, including posts made by employees or agents who are not authorized administrators of the Website. Content posted by others does not necessarily represent the views or positions of Manulife. Every user of the Website is advised to seek professional advice before acting or omitting to act on any part of the Website including any Website Content generated by other users of the Website. Any Website Content regarding products and services, if any, is applicable only in jurisdictions where such products and services may lawfully be offered for sale and is void where prohibited by law.

### **Use Limitations/User-Generated Content**

#### Use of the Website

By accessing or using the Website, you agree to these Terms of Use, including the following terms and conditions:

- You are responsible for any activity that occurs under your account.
- You must not abuse, harass, threaten or intimidate other users of the Website.
- You may not use the services available through the Website for any illegal or unauthorized purpose.
- You must not modify, adapt or hack the Website or modify another website so as to falsely imply that it is associated with the Website.
- You must not create or submit unwanted email to any users of the Website ("spam").
- You must not transmit any worms or viruses or any code of a destructive nature.

You are prohibited from posting on or transmitting through the Website any false, misleading, unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically, or otherwise objectionable material of any kind, including, but not limited to, any material that encourages conduct that would constitute a criminal offense, give rise to civil or criminal liability, or otherwise violate any applicable local or international law.

Manulife may, but has no obligation to, remove any content that it determines in its sole discretion to be false, misleading, unlawful, offensive, threatening, libelous, defamatory,

obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Use. While Manulife prohibits such conduct and content on the Website, you understand and agree that Manulife cannot be responsible for the content posted on the Website, and you nonetheless may be exposed to such materials and that you use the Website at your sole risk.

You shall not disrupt, overwhelm, attack, modify or interfere with the Website or its associated software, hardware and/or servers in any way, and you agree not to impede or interfere with others' use of the Website. You agree that you will not post on or transmit any software, files or links to other sites, and that you will not post on or transmit any submission that contains viruses, corrupted files, or any other similar software or programs that may adversely affect the operation of the Website, or feature of the Website. You further agree not to alter or tamper with any information or materials on or associated with the Website. You further agree not to post any message, data, information, text, music, sound, photos, graphics, or other material in such a way that damages the image or rights of Manulife, other users or third parties.

Violation of any provision of these Terms of Use may (in the absolute discretion of Manulife) result in the immediate termination of your access and use the Website without prior notice. Manulife reserves the absolute right to prohibit your access and use of the Website at any time.

You agree to comply with these Terms of Use and any terms and conditions issued by the Service Provider with respect to any information, data, text, message, work, software, music sound, photo, image, graphic, trade-mark, tradename, logo, video, attachment, hyperlink or other content or material that you post, upload, submit, share or otherwise provide on the Website ("User Content"), and you agree to Manulife's right to modify and delete any User Content at Manulife's sole discretion. You also represent and warrant that User Content does not violate any applicable law, regulation or contract, and shall not infringe any patent, trademark, trade secret, copyright or other intellectual property rights. Any unauthorized use of the Website or misuse of any information posted to the Website is strictly prohibited. You agree that Manulife may remove, in its sole discretion, any infringing content from the Website at any time.

By posting, uploading, submitting, sharing or otherwise providing User Content to Manulife, you hereby immediately grant Manulife a worldwide, perpetual, royalty-free, irrevocable and non-exclusive right and license to use, copy, adapt, transmit, communicate, publicly display and perform, distribute and create compilations and derivative works from such User Content. Such license will apply with respect to any form, media, or technology now known or later developed. In addition, you hereby waive all moral rights, as applicable, in such User Content.

Unless otherwise restricted by applicable law, such User Content will be used by Manulife without any obligation of confidentiality to you.

### **Privacy**

By accessing the Website you acknowledge and agree that User Content and Registration Data, including any personal information contained therein, that is submitted by you may be used by Manulife for its marketing research purposes, including: to be able to review the products and services that Manulife provides so that Manulife may better understand consumers' requirements for such products and services and so that Manulife may improve its products and services; All personal information collected from you on the Website will be handled in accordance with the terms and conditions of Manulife's privacy policy, which can be found [here](#).

### **Limitations of Liability**

In no event shall Manulife, its directors, officers, employees or agents be liable for any direct, indirect, special, incidental, consequential, punitive or exemplary damages, including, without limitation, loss of revenue or loss of profits, costs and/or expenses (including but not limited to legal fees and disbursements), as and when they arise, from the use of or inability to use the Website (including all Website Content contained therein), regardless of the form of action, whether in contract or in tort including negligence, even if Manulife has been advised of the possibility of such damages. Manulife will not be responsible in any way for loss or damage that results from your failure to comply with these Terms of Use or any terms and conditions issued by the Service Provider, or from any technical, human or software errors or failures found within the Website.

### **Release and Indemnification**

You hereby waive, and covenant not to assert, any rights, claims, causes of actions, or remedies of any nature whatsoever against Manulife, its directors, officers, employees or agents arising out of or in any way relating to your use of or inability to use the Website, the services available through the Website, or the content or material contained in or accessible through the Website (including all Website Content contained therein), including, without limitation, any claims or allegations relating to the alleged infringement of proprietary rights, alleged inaccuracy of any Website Content or User Content on the Website, any third party intellectual property or other rights and infringements. You hereby indemnify Manulife, its directors, officers, employees or agents from and against any and all claims, demands, suits, actions, causes of action and/or liability, of any kind whatsoever, for damages, losses, costs and/or expenses (including legal fees and disbursements), brought against Manulife, its directors, officers, employees or agents as and when they arise, resulting from or relating to your use of the Website (including all Website Content contained therein) or any allegation that any User Content infringes, violates

or misappropriates any third party's rights in such content.

**Governing Law**

The Website and its operation shall be governed by the laws of the Hong Kong Special Administrative Region ("Hong Kong"), and you hereby submit to the exclusive jurisdiction of the Hong Kong courts in any connection with these Terms of Use, including any dispute or legal proceedings

**Severability**

If any provision of these Terms of Use shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

**Waiver**

You agree that any waiver of any provision of these Terms of Use shall only be effective if in writing and signed by Manulife. Manulife's failure to insist upon or enforce strict performance of any provision of these Terms of Use shall not be construed as a waiver of any provision or right.