

# Terms of Use

## Terms and Condition

Please read the following terms and conditions and [Privacy Policy](#) before using the online services or our website. If you do not accept these terms and conditions do not access our website and do not use the online service. Target Insurance Company, Limited (In Liquidation) (“we” / the “Company” / “Target”) only provide general insurance for risks in Hong Kong. Nothing on this website or the website of any affiliate should be construed as an offer to sell or a solicitation of an offer to purchase any insurance products where we would be illegal to do so.

## Company Details

Target Insurance Company, Limited (In Liquidation) is incorporated in Hong Kong with limited liability and the registered office of the Company is situated at 5/F, Low Block, Grand Millennium Plaza, 181 Queen’s Road Central, Hong Kong.

Target was wound up by order of the High Court of the Hong Kong Special Administrative Region (“Court”) on 26 September 2022. Messrs. Lai Kar Yan (Derek) and Kam Chung Hang (Forrest), both of Deloitte Touche Tohmatsu, were appointed as the Joint and Several Liquidators of Target (the “Liquidators”) by the order of the Court on the same date.

## Jurisdiction

We control and maintain our website from Hong Kong. We make no representation that the material and information contained is appropriate or available for use in other locations / jurisdictions. These Terms and Conditions are governed by Hong Kong Law and any dispute shall be subject to the non-exclusive jurisdiction of the Hong Kong Courts.

## Products and Services

Our website does not constitute an offer or solicitation to provide products or services described therein to any person to whom it is unlawful to make such offer or solicitation or where the local law or regulation does not permit the use of such products or services. If in doubt, you should check with your local regulator or authority before using any such products or services.

Our website is only intended for use by Hong Kong Residents (including both permanent residents and non-permanent residents) and for insurance risk arising in Hong Kong only. Applications from non-Hong Kong residents will not be accepted. All transactions are quoted in and are payable in Hong Kong dollars.

The content of our website does not constitute an offer by us to sell products or services. Your request to purchase a product or service represents an offer by you, which we may accept or reject on such terms and conditions in force at the time of our acceptance.

If you apply for any products or services detailed in our website, this terms and conditions must be read in conjunction with the specific terms and conditions of the relevant products or services. In any event of contradiction, the specific terms and conditions shall prevail.

## Use of Information and Materials

Our website does not constitute an offer or solicitation on the part of the Company to sell products or services in any country to any person to whom it is unlawful to make such an invitation or solicitation in such country. The information contained in our website is not intended to provide professional advice. Persons accessing our website should obtain appropriate professional advice when necessary.

## Electronic communications

Electronic communications (such as email, WhatsApp and WeChat) sent to us over the Internet cannot be guaranteed to be completely secure. We are not

responsible for any damages (no matter it is howsoever arise and no matter whether it is direct, indirect, special or consequential damages) incurred by you if you send a message to us, or if we send a message to you at your request, over the Internet.

## Transmitting Over the Internet

Due to the nature of the Internet transactions may be subject to interruption, transmission blackout, delayed transmission and incorrect data transmission, we are not liable for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of messages and transactions you send.

## Downloading

We do not represent or warrant that our website will be available and meet your requirements, that access will not be interrupted, that there will be no delays, failures, errors or omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system. You have sole responsibility for adequate protection and back up of data and / or equipment and for undertaking reasonable and appropriate precautions to scan for computer viruses or other destructive properties. We make no representations or warranties regarding the accuracy, functionality or performance of any third-party software that may be used in connection with our website.

## Disclaimer

Whilst every reasonable care has been taken in preparing the information and materials contained in our website, such information and materials are provided "as is" without warranty of any kind either express or implied. In particular, no warranty regarding non-infringement, security, accuracy, fitness for a purpose or freedom from computer viruses is given in connection with such information and materials.

The material and information contained on our website is provided for general information only and should not be used as a basis for making business decisions. Any advice or information received via our website should not be relied upon without consulting primary or more accurate or more up-to-date sources of information or specific professional advice. You are recommended to obtain such professional advice where appropriate.

We 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 use of our website, howsoever arising, and including any loss, damage or expense arising from, but not limited to, any defect, error, imperfection, fault, mistake or inaccuracy with our website, its contents or associated services, or due to any unavailability of our website or any part thereof or any contents or associated services.

No reliance may be placed for any purposes whatsoever on the contents of this website or on its completeness. No representation or warranty, express or implied, is given and no responsibility or liability is or will be accepted by or on behalf of the Liquidators or by any of its employees, agents or any other person as to the accuracy, completeness or correctness of the information contained on this website and any such liability is expressly disclaimed.

## Use and Disclosure of Personal Information

Unless restricted by applicable law, you agree that any and all personal information / data relating to you collected by us from our website from time to time may be used and disclosed for such purposes and to such persons as may be in accordance with our Privacy Policy.

## Indemnity

You hereby agree to indemnify and to keep the Company fully and effectively indemnified against any action, liability, cost, claim, loss, damage, proceeding or expense (including legal fees, costs and expenses on a full indemnity basis) suffered or incurred by us arising from or which is directly or indirectly related to your breach of the Terms and Conditions.

## Modification

We reserve the right in our discretion to change without prior warning or notice any information or material contained on our website and the terms and conditions under which our website is used.

## Intellectual Property Rights

All contents of our website including, but not limited to the text, graphics, links and sounds are the copyright of the Company and may not be copied, downloaded, distributed or published in any way without our prior written consent. You agree that the Company shall not be under any obligation of confidentiality to you regarding any such information or materials submitted to the Company using our website unless agreed otherwise in a separate direct contract between you and the Company or required by law.

You acknowledge that the contents of the foregoing provisions shall not limit any specific provisions set out in the individual terms and conditions of particular products and services offered on or through our website.