

Welcome to AskZiP, a chatbot software program (the "Chatbot") provided by Zuellig Pharma Limited ("ZP", "we", "us" or "our") a company incorporated under the laws of Hong Kong.

Important : Please take a moment to read the following terms of use and the privacy policy which is accessible here [HERE](#).

By downloading, installing, or using the Chatbot, you agree that you have read and understood the following terms of use (these "Terms") and agree to be bound by them. **If you do not agree to be bound by these Terms, please exit this page, refrain from any further use or access to the Chatbot and delete the Chatbot from your device/desktop.** When using or accessing the Chatbot, you agree that you must comply with any applicable or additional posted guidelines, rules, terms and conditions applicable to such use, which are hereby incorporated by reference into these Terms. These Terms are between you and ZP.

TERMS

ZP may modify these Terms at any time by posting the revised Terms on the Chatbot site. You can determine when the Terms was last revised by referring to the "Last Updated" date at the top these Terms. Any modifications will be effective immediately upon such posting. Your use of or access to the Chatbot after such modifications are posted will signify your acceptance of the modifications and your agreement to be bound by them. Notwithstanding the above, any changes to these Terms shall not apply to any dispute arising prior to the date of the revised Terms. ZP reserves the right, at any time: to modify, suspend or discontinue the Chatbot; charge fees in connection with the use of the Chatbot; and/or offer certain rewards or giveaways to some or all users of the Chatbot. You agree that neither we nor any of our affiliates shall be liable to you or to any third party for any modification, suspension or discontinuance of the Chatbot, in whole or in part. References to the "Chatbot" in these Terms shall include without limitation all services, contents, and features contained in or accessible as part of the Chatbot.

TO ACCESS THE CHATBOT

Full use of the Chatbot requires that you create an account by submitting the required information to the Chatbot, amongst others, the mobile phone number to receive a one-time-password from the Chatbot. The mobile phone number used to register with the Chatbot shall be automatically identified by the Chatbot as the mobile phone number deemed authorised by you to be granted access to the Chatbot. If you wish to register more than one mobile phone number for your customer trading account with us ("account"), you will need to repeat the registration steps for each mobile phone. You represent and warrant that any information that you submit to the Chatbot is true, accurate and complete and you take full responsibility on the custodian and accountability of the mobile phone/s accessibility to the Chatbot. You are responsible for maintaining the confidentiality of any password or username assigned to you or your assignee/s or holder of the registered mobile phone/s to access the Chatbot and are responsible for all interaction with the Chatbot that occurs with that mobile phone/s and password or username. You agree to immediately notify ZP of any unauthorized use of your password or username and any breach of security relating to your account or termination of loss registered mobile phone or unable to un-subscribe the registered mobile phone/s.

The Chatbot may enable you to retrieve information that relates to your account with us and / or post or comments or report matters relating to your account. You warrant that all information exchanges with the Chatbot is not illegal, obscene, threatening, defamatory, infringing of any intellectual property or privacy rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political messages, commercial solicitation, or any form of "spam" which may expose us or out users to any harm or liability of any type. You agree that ZP reserves the right to monitor your submissions and disclose to any third-party service providers any submissions and the circumstances surrounding its transmission for whatever reasons.

REJECT AND TERMINATION

ZP reserves the right to reject, terminate or suspend your use of the Chatbot (or any part thereof) at any time without having to give any reason. You may at any time unsubscribe the mobile phone access from the Chatbot by clicking the unsubscribe button in the Chatbot or you may call the AR Collection Specialist assigned to your account.

DISCLAIMER

The Chatbot is provided “as is” and “as available” with no warranties whatsoever. Your use of the Chatbot and reliance on any content contained in the Chatbot are voluntary and are at your sole risk. ZP explicitly disclaims any warranties of merchantability, fitness for any purposes, quiet enjoyment or non-infringement, and any warranties arising out of any course of dealing or usage of trade. ZP does not make any guarantee, representation or warranty regarding the reliability, accuracy, completeness, security, or usefulness or any portion of the Chatbot, including the content contained on the Chatbot, or regarding the availability or appropriateness of any third-party service providers. You agree that your access to and use of the Chatbots is at your own risk and that you are solely responsible for any liability or damage that you may incur through use of the Chatbot.

LIABILITY

You agree to fully indemnify and keep ZP and its officers, directors, employees and agents harmless from and against any and all claims, actions, proceedings, damages, expenses, costs and liabilities incurred by or attaching to ZP in relation to or arising out of (i) your access to or use of the Chatbot, (ii) the information you submit to the Chatbot, or (iii) your breach of any obligations or warranties in these Terms. You agree that ZP, its affiliates, sub-contractors, licensors, and partners shall not be liable for any direct, consequential, incidental, indirect, economic or special damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, however arising, including damages, losses and expenses arising from or in connection with (i) any access, use or inability to access or use the Chatbot; (ii) any system, server or connection failure, error, omission, interruption, delay in transmission, computer virus or other malicious, destructive or corrupting code, agent program or macros; (iii) any use or access to any other website or web chat platform or webpage accessible through the Chatbot; or (iv) any services, products, information, data, software or other material obtained or downloaded from the Chatbot or from any other party referred by the Chatbot, even if ZP has been advised of the possibility of such damages. Notwithstanding, in no event will ZP’s aggregate liability arising out of or in connection with these Terms or from the use of or inability to use the Chatbot exceed the sum of Hong Kong dollar One Hundred (HKD100) only.

LICENCE

You acknowledge that ZP is the rightful owner of this Chatbot, and you agree that you will not, and will not facilitate any other party to, commit any act of infringement against this Chatbot. ZP grants permission to you to use the Chatbot only for the purpose to view your business transactions with ZP and subject always to these Terms.

TRADEMARKS AND CONTENTS

Any logo and trade name appearing on the Chatbot is the property of ZP and/or its licensors. Except for your own information, you may not use any of them outside of the Chatbot without the written permission of ZP. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by ZP or its licensors, except for the licenses and rights expressly granted in these Terms.

GOVERNING LAW

You agree that these Terms shall be construed in accordance with the laws of Hong Kong. Any cause of action or claim you may have with respect to the Chatbot must be commenced within one (1) year after the cause of action or claim arises. ZP’s failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right. Neither the course of conduct between you and ZP nor any trade practices shall act to modify these Terms.

Zuellig Pharma Limited: Privacy Policy

Created : 2021

This Privacy Policy sets out the practices which Zuellig Pharma Limited (“ZP”, “we”, “us” or “our”) has adopted in relation to the collection of your information through the Chatbot and or by us for our use of such information. By using the Chatbot, you agree that we may gather information about you and your use of the Chatbot and that we may use this information in accordance with this Privacy Policy.

Personal Information We Collect

Your personal information may be supplied by you or collected from you as a result of you registering to use or access the Chatbot. The information we collect from you could include your name, your account number with ZP, your email address/s, your mobile phone number/s or the mobile phone numbers of your appointed assignee, amongst others.

Our Use of Your Information

ZP respects the privacy of your personal information. Any personal information supplied by you or collected from you as a result of your access to or use of the Chatbot will be used for the following purposes:

- a. enable you to access or use a service on the Chatbot;
- b. to contact you or to send you notifications;
- c. to contact you in relation to management of your account;
- d. to identify you when you access and use the Chatbot; and
- e. to update and enhance our records and to advise you of other products or services which may be of interest to you.

Please note that we may use overseas facilities to process or back up our information. As a result, we may transfer and store your personal information to our, our service providers' or our data processors' overseas facilities. By using the Chatbot you consent to such transfers. If you decide that you do not want us to use your personal information or to share your personal information with third parties, you should stop using the Chatbot, and notify our Credit Department (see section further below) to remove your personal information.

Disclosure to Third Parties

Your personal information will not be disclosed by us to any third party, unless we have your permission, or we are under a legal obligation or duty to do so, except for disclosure to the following individuals or entities which you agree to:

- a. other companies in the ZP group of companies;
- b. government authorities or regulators;
- c. our professional advisers, including without limitation our lawyers, accountants and auditors;
- d. third party service providers (including those who provide payment, administrative or other services to us in connection with the operation of the Chatbot and/or of our business) or data processors;
- e. any agent acting on our behalf; and
- f. our business alliance partners.

In particular, we do not rent or sell your personal information to any third party (unless as part of the sale of our entire assets or sale of our business as a going concern).

Security

We wish to assure you that your personal information will be treated with the high standards of security as prescribed by applicable laws in Hong Kong. We will endeavour to take all reasonable steps to keep secure any information which we hold about you. Your personal information is stored on secure servers. Unfortunately, despite the aforementioned technology and security features, no data transmission over the Internet can be guaranteed to be 100% secure, so we cannot give an absolute assurance that the information you provide to us will be secure at all times. We should not be held responsible for events arising from third parties gaining unauthorized access to your personal information if we have taken all reasonable steps to keep your information secure.

Data Retention

We will retain your personal information for as long as your account associated with the Chatbot is still maintained or as needed to provide any of the functions in the Chatbot. We will continue to retain your personal information to the extent such retention is necessary for us to comply with our legal obligations, or to resolve disputes, and/or enforce our agreements with you.

Updating your Personal Information and contacting ZP

Depending on where you are situated, you may have the right to request access to and correction of personal information about you held by us. If you have that right and you wish to access or have the right to ask for correction or deletion of any of your personal data held by us, or if you have any questions concerning this Chatbot, please contact our:

Zuellig Pharma Limited

Tel: +852 2856 3632

Fax: +852 2590 7186

We will only withhold your access to your personal information in extremely limited circumstances, such as:

- a. where it might be dangerous if you were to have it;
- b. where it might prejudice an investigation currently underway;
- c. where it relates to court proceedings and may be subject to the discovery process;
- d. where it may relate to a commercially sensitive decision-making process; or
- e. where other individuals' personal information is contained in the same record.

Changes to ZP's Privacy Policy

We reserve the right in our sole and absolute discretion to modify without prior notice this ZP's Privacy Policy. You agree that your continued use of the Chatbot after such modification shall constitute an affirmative acknowledgement by you of the modifications and agreement by you to abide and be bound by such modifications.