

Terms and Conditions for Mobile Security Key and Biometric Authentication for Banking Services

PLEASE READ AND UNDERSTAND THESE TERMS AND CONDITIONS BEFORE YOU REGISTER FOR MOBILE SECURITY KEY AND BIOMETRIC AUTHENTICATION FOR BANKING SERVICES. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PLEASE DO NOT REGISTER FOR MOBILE SECURITY KEY AND/OR BIOMETRIC AUTHENTICATION.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following words shall have the following meanings:

“App” means the Hang Seng Personal Banking mobile application (as updated from time to time) which can be downloaded to any mobile device which runs an operating system supported by us, through which you can access some of the Hang Seng Personal e-Banking services;

"Biometric Authentication" means the identity authentication function using biometric credentials (including fingerprint, facial map or any other biometric data), as we may provide from time to time pursuant to these Terms and Conditions;

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;

"include" means include, without limitation, and "includes" and "including" shall be construed accordingly;

"Mobile Security Key" means a feature within the App which is a software-based Security Device used to generate a one-time Security Code, as we may provide from time to time pursuant to these Terms and Conditions;

"Other Account Rules" means Account Rules, Integrated Account Terms and Conditions, End User License Agreement for Personal Banking Mobile Application, e-banking Terms and Conditions, and any other applicable agreements or terms and conditions governing the accounts, services and products provided by us, as may be amended from time to time;

"Permitted Mobile Device" means such Apple device and compatible Android device running an operating system version as we specify from time to time, or any other electronic devices or equipment which we may enable for using Mobile Security Key or Biometric Authentication from time to time.

"we" and "us" means Hang Seng Bank Limited and its successors and assigns,

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and "our" and "ours" shall be construed accordingly; and

"you" means each person to whom we provide accounts or services pursuant to the Other Account Rules, and, where the context permits, includes any individual authorized by you to give instructions relating to any accounts, services or products provided by us to you; and "your" and "yours" shall be construed accordingly.

- 1.2 In these Terms and Conditions, words importing the singular include the plural and vice versa and words importing a gender include every gender. Unless otherwise stated, reference to Clauses means the clauses of these Terms and Conditions.

2. Supplemental to the Other Account Rules

These Terms and Conditions supplement each of the Other Account Rules. If there is any inconsistency between the provisions of these Terms and Conditions and the provisions of any Other Account Rules, the provisions of these Terms and Conditions shall prevail insofar as Mobile Security Key and Biometric Authentication is concerned.

3. Mobile Security Key

- 3.1 Mobile Security Key provides an alternative means of verifying your identity for accessing the Hang Seng Personal e-Banking services via the App. You may register the Mobile Security Key on your Permitted Mobile Device by completing the steps specified by us. Once successfully registered, you have to use the password associated with the Mobile Security Key (instead of your Hang Seng Personal e-Banking username and password) on your Permitted Mobile Device to confirm your identity for accessing the Hang Seng Personal e-Banking services via the App.
- 3.2 You may also use Mobile Security Key (as an alternative to the physical Security Device) to generate a one-time Security Code as a second verification when performing certain Personal e-Banking transactions which require the Security Code.
- 3.3 **Our provision and your use of Mobile Security Key are subject to these Terms and Conditions. Once you register for Mobile Security Key, you will be regarded as having accepted and will be bound by these Terms and Conditions. If you do not accept these Terms and Conditions, please do not register for Mobile Security Key.**
- 3.4 You may deactivate Mobile Security Key at any time via the App by completing the steps specified by us. Once deactivated, you may continue to access the Hang Seng Personal e-Banking services via the App by using your Hang Seng Personal e-Banking username and password.

- 3.5 We have the right to specify or vary from time to time the scope and features of Mobile Security Key without prior notice.
- 3.6 You can only set up a Mobile Security Key on one Permitted Mobile Device at a time which we will identify by way of your mobile device ID.

4. Biometric Authentication

- 4.1 Biometric Authentication provides an alternative to using your Mobile Security Key password to verify your identity for accessing the Hang Seng Personal e-Banking services via the App. You have to register your Permitted Mobile Device (with biometric identity sensor supported) for Biometric Authentication by completing the steps specified by us. Once successfully registered, you may use your biometric credentials to confirm your identity for accessing the Hang Seng Personal e-Banking services via the App.
- 4.2 You may also use the biometric credentials registered on the Permitted Mobile Device to generate a one-time Security Code as a second verification when performing certain Personal e-Banking transactions which require the Security Code.
- 4.3 **Our provision and your use of Biometric Authentication are subject to these Terms and Conditions. Once you register for Biometric Authentication, you will be regarded as having accepted and will be bound by these Terms and Conditions. If you do not accept these Terms and Conditions, please do not register for Biometric Authentication.**
- 4.4 Having registered for Biometric Authentication, you may still choose to access the Hang Seng Personal e-Banking services via the App by using your Mobile Security Key password.
- 4.5 You may deactivate Biometric Authentication at any time via the App by completing the steps specified by us. Once deactivated, you may continue to access the Hang Seng Personal e-Banking services via the App by using your Mobile Security Key password.
- 4.6 We have the right to specify or vary from time to time the scope and features of Biometric Authentication without prior notice.

5. Your confirmation and responsibility

- 5.1 **You confirm and authorize us to verify your identity by the Mobile Security Key or biometric credentials registered on your Permitted Mobile Device instead of your Hang Seng Personal e-Banking username and password, and to verify your identity by the Mobile Security Key or biometric credentials registered on your Permitted Mobile Device as a second verification for logon Hang Seng Personal e-Banking or performing Personal e-Banking transactions which require a one-time Security Code, as if each Mobile Security Key or biometric credential were a username,**

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password, identifier, Security Code or other security code for identifying you for the purposes of accessing accounts, services or products under the Other Account Rules.

5.2 In order to use Mobile Security Key or Biometric Authentication:

- (a) you must be a valid user of the Hang Seng Personal e-Banking services;**
- (b) you must install the App using your Permitted Mobile Device;**
- (c) you must register a password for the Mobile Security Key on your Permitted Mobile Device; and**
- (d) (for Biometric Authentication) you must activate the biometric identity sensor on the Permitted Mobile Device and register at least one of your biometric credentials to control access to the Permitted Mobile Device.**

5.3 You fully understand and agree that:

- (a) upon successful registration for Biometric Authentication, ALL biometric credentials stored on the Permitted Mobile Device registered for Biometric Authentication at the time of or after registration can be used to access the Hang Seng Personal e-Banking services via the App. Therefore, you must ensure that only your own biometric credential is stored on the Permitted Mobile Device. If you store any other person's biometric credential or allow any other person's biometric credential to be stored on the Permitted Mobile Device, you are responsible for any person using the other biometric credential to access the Hang Seng Personal e-Banking services, including operating your accounts and effecting transactions. All such dealings and transactions will be deemed to be authorized by you and will be binding on you;**
- (b) each time the App detects the use of a biometric credentials registered on the Permitted Mobile Device registered for Biometric Authentication to access the Hang Seng Personal e-Banking services, you are deemed to have accessed the Hang Seng Personal e-Banking services; and**
- (c) the authentication is performed by the App by interfacing with the biometric identity sensor module on your Permitted Mobile Device. We do not collect your biometric credentials. The App will access the biometric identity sensor in your Permitted Mobile Device and obtain the necessary information to perform the authentication. You consent to the authentication process and our accessing and using the information obtained via the biometric identity sensor.**

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5.4 You should take all reasonable security measures to prevent unauthorized or fraudulent use of Mobile Security Key or Biometric Authentication, including the following measures:

- (a) you should take reasonable precautions to keep safe and prevent loss or fraudulent use of your Permitted Mobile Device, Hang Seng Personal e-Banking username and password, and the Mobile Security Key password. You should observe the security recommendations provided by us from time to time about the use of Mobile Security Key or Biometric Authentication;**
- (b) you must not use the App, Mobile Security Key or Biometric Authentication on any mobile device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations. This includes devices that have been "jail-broken" or "rooted". A jail-broken or rooted device means one that has been freed from the limitations imposed on it by your mobile service provider and the phone manufacturer without their approval. The use of the App, Mobile Security Key or Biometric Authentication on a jail-broken or rooted device may compromise security and lead to fraudulent transactions. Download and use of the App, Mobile Security Key or Biometric Authentication in a jail-broken or rooted device is entirely at your own risk and we will not be liable for any losses or any other consequences suffered or incurred by you as a result;**
- (c) you should not use facial recognition for Biometric Authentication if you have an identical twin sibling, in which case you are recommended instead to use the dual password or physical Security Device or Mobile Security Key to access Hang Seng Personal e-Banking services via the App (and any other mobile applications that we may support from time to time (for compatible devices only));**
- (d) you should not use facial recognition for Biometric Authentication if you are an adolescent while your facial features may be undergoing a rapid stage of development, in which case you are recommended to instead use the dual password or physical Security Device or Mobile Security Key to access the Hang Seng Personal e-Banking services via the App (and any other mobile applications that we may support from time to time (for compatible devices only));**
- (e) you should not take any action to disable any function provided by, and/or agreeing to any settings of, your mobile device that would otherwise compromise the security of the use of your biometric credentials for Biometric Authentication (e.g. disabling "attention-aware" for facial recognition); and**

- (f) **if you are aware of or suspect any unauthorized use of your Permitted Mobile Device or Hang Seng Personal e-Banking username and password or Mobile Security Key password for effecting Mobile Security Key or Biometric Authentication, you should notify us as soon as reasonably practicable by calling our 24-hour Customer Service Hotline at 2822 0228.** We may require you to change your Hang Seng Personal e-Banking username and password, re-register Mobile Security Key, re-register your biometric credentials or cease to use Mobile Security Key or Biometric Authentication.

5.5 All instructions received by us with your identity verified through the Mobile Security Key or Biometric Authentication shall be binding on you. You are liable for such instructions and all resulting transactions in accordance with the provisions of the Other Account Rules, including the provisions relating to your liability for unauthorized transactions if you acted fraudulently or with gross negligence.

6. Limitation of our liability

6.1 Mobile Security Key or Biometric Authentication is provided on an "as is" and "as available" basis. We do not warrant that Mobile Security Key or Biometric Authentication will be available at all times, or that it will function with any electronic equipment, software, system or other Hang Seng Personal e-Banking services that we may offer from time to time.

6.2 The biometric identity sensor module on your Permitted Mobile Device is not provided by us. We are not responsible for the biometric identity sensor technology. We do not give warranty, whether express or implied, of any kind including any warranty of quality, accuracy or performance, merchantability, fitness for a particular purpose, title or non-infringement of right.

6.3 We are not liable for any loss, damages or expenses of any kind incurred or suffered by you arising from or in connection with your use of or inability to use Mobile Security Key or Biometric Authentication unless it is caused solely and directly by the negligence or willful default on our part or on the part of our employees or agents.

6.4 Under no circumstances are we liable for any indirect, special, incidental, consequential, punitive or exemplary loss or damages, including loss of profits, loss due to business interruption or loss of any programme or data in your Permitted Mobile Device.

7. Modification, suspension and termination of Mobile Security Key and/or Biometric Authentication

We have the right to modify, suspend or terminate Mobile Security Key and/or Biometric Authentication or its/their use by you at any time without giving prior notice or reason where we reasonably consider necessary or advisable to do so. These cases may include actual or suspected breach of security. If your Mobile

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Security Key is terminated or suspended, you will need to apply to us for a new physical Security Device as a replacement of Mobile Security Key in order to continue accessing full services of Hang Seng Personal e-Banking.

8. Revision of these Terms and Conditions

We have the right to revise these Terms and Conditions and/or introduce additional terms and conditions (including fees and charges) from time to time by giving prior notice. We may give notice by display, advertisement or other means as we consider appropriate. **You will be bound by any variation if you use Mobile Security Key or Biometric Authentication on or after the effective date of the variation.**

9. Governing law

These Terms and Conditions shall be governed by and construed in accordance with Hong Kong law. You submit to the non-exclusive jurisdiction of the Hong Kong courts but these Terms and Conditions may be enforced in the courts of any competent jurisdiction.

10. Miscellaneous

- 10.1 Each provision of these Terms and Conditions is severable from the others. If at any time any provision is or becomes illegal, invalid or unenforceable in any respect under Hong Kong law or the laws of any other jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.
- 10.2 We may assign or transfer all or any of our rights and obligations under these Terms and Conditions to any member of the Hang Seng Bank Group without your prior consent.
- 10.3 The English version of these Terms and Conditions shall prevail wherever there is any inconsistency between the English and the Chinese versions.

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