

# Terms and Conditions for Biometric Authentication Login Service for inVest by CNCBI ("inVest")

## Security Notes

1. This activation will bundle your i-banking account on inVest with the fingerprint(s) or facial map registered on this device. Please double-check to make sure only your fingerprint(s) or facial map is/are registered and the passcode of this device is not disclosed to anybody else.
2. Each customer can activate Biometric Authentication Login on more than one mobile device at any point in time to login inVest.
3. Do not use the service with a jailbroken or rooted device.

## Terms and Conditions for Biometric Authentication Login Service

### 1. Governing Terms

1.1 These Terms and Conditions are a set of Specific Terms and Conditions referred to in the General Terms and Conditions which I/We have agreed to be bound by. I/We may from time to time using the Biometric Authentication Login Service ("the Service") provided by China CITIC Bank International Limited ("the Bank", which expression shall include all its branches and offices wherever situated, its successors and assigns), and agree the Service will be subject to these Terms and Conditions, the General Terms and Conditions, the Terms and Conditions for i-banking Service, the Terms and Conditions for inVest and such other terms as may be agreed between me/us and the Bank in relation thereto.

### 2. Use of the Service

2.1 To use the Service, I/We shall be the customer of the Bank and be a valid user of the i-banking service and inVest. I/We shall ensure to have installed the inVest Application ("the Application") on my/our Apple or Android mobile device, I/We also ensure to comply with all the terms and conditions governing the Service.

2.2 The Service is the inVest Application, available only for using Apple iPhone 5s or above, operating on iOS9 or above, and with Touch ID or Face ID registered; or available only for using Android device operating on OS 5 or above, and with fingerprint authentication. Touch ID is a fingerprint recognition feature and Face ID is a facial map recognition feature, designed and owned by Apple Inc. The Service may not work if the mobile device contains applications not authorized by Apple Inc. or Google Inc. I/We understand the need to protect the mobile device, including but not limited to not rooting or jailbreaking the mobile device. Once the mobile device is successfully registered with the Service, my/our inVest can be logged in with the fingerprint, Touch ID or Face ID registered on the mobile device.

2.3 To register the Service, I/We must go through a registration process by keying in my/our i-banking login ID and password, followed by a verification code and an authentication with a fingerprint or facial map registered on the mobile device.

2.4 I/We acknowledge and agree that, for the purpose of the Service, the Application will access the fingerprint, the fingerprint registered in Touch ID or the facial map registered in Face ID, and I/We hereby consent to the Bank accessing and using such information for the provision of the Service. I/We understand that if there are any other people's fingerprints or facial map registered as part of the Touch ID or Face ID of my/our mobile device, they will be able to login my/our inVest as well. The Service is provided for my/our sole and exclusive use. I/We understand and acknowledge that I/We should not permit any other person to use the Service.

2.5 If I/We lose my/our mobile device with this activated Service, I/We should change the login password to deactivate the Service or contact the Bank to suspend my/our i-banking service immediately.

### 3. Fees

3.1 The Bank has the right to impose charges or to revise at any time such charges for the use or termination of the Service on giving me/us not less than thirty (30) days notice. Such charges or revisions shall take effect from the date stated in the notice. I/We understand and acknowledge that whenever I/We continue to use the Service after such notification, I/We shall be deemed to have agreed to and accepted such charges or revisions to such charges.

3.2 The Bank may collect fees from me/us in such manner and at such intervals as the Bank may specify.

#### 4. Confirmation

4.1 I/We confirm that by registering to use the Service that all information provided to the Bank at that time is true, complete and up-to-date. I/We should also ensure that all information provided to the Bank from time to time remains true, complete and up-to-date and notify the Bank of any change in the information as soon as reasonably practicable.

4.2 I/We confirm that not do or attempt to do the following (or any of them): (i) decompile, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add to, delete or in any way tamper with the Service (or any part of the Service); and (ii) gain access to the Service (or any part of the Service) in any manner other than specified by the Bank.

#### 5. Liability and Indemnity

5.1 The Bank expressly excludes any guarantee, representation, warranty, condition, term or undertaking of any kind, whether express or implied, statutory or otherwise, relating to or arising from the use of, the Service or in relation to the processing of or any other matter relating to any Service request ("Request"). Without prejudice of the foregoing, I/We understand and acknowledge the acceptance by the Bank of my/our submission of a Request does not amount to a presentation or warranty by the Bank:

- i. the Service will meet my/our requirements;
- ii. the Service will always be available, accessible, function or inter-operate with any network infrastructure, system or such other services as the Bank may offer from time to time; or
- iii. the use of the Service or the Bank's processing of any Request will be uninterrupted timely, secure or free of any virus or error.

5.2 The Bank shall not be liable for any and all losses, liabilities, costs, expenses, damages, claims, actions or proceedings of any kind whatsoever (whether direct, indirect or consequential) in respect of any matter of whatever nature and howsoever arising (whether in contract, tort, negligence or otherwise) in connection with:

- i. the provision by the Bank of the use of the Service or the Application;
- ii. the processing of any Request;
- iii. any unauthorised access and/or use of the mobile device;
- iv. the use in any manner and/or for any purpose whatsoever by any person at any time whatsoever and from time to time of any information or data: (a) relating to me/us; (b) transmitted through the use of the Service or the Application; and/or (c) obtained through the use of the Service or the Application;
- v. any event the occurrence of which the Bank is not able to control or avoid by the use of reasonable diligence; and/or the suspension, termination or discontinuance of the Service.

5.3 The Bank shall not be liable and I/We agree to indemnify the Bank and keep the Bank indemnified against any consequences, claims, proceedings, losses, damages or expenses (including all legal costs on any indemnity basis) whatsoever and howsoever caused that may arise or be incurred by the Bank in providing the Service, whether or not arising from or in connection with and including but not limited to the following:

- i. any improper or unauthorized use of the Service or the Application by me/us;
- ii. any act or omission by any relevant mobile or internet service provider;
- iii. any delay or failure in any transmission, dispatch or communication facilities;
- iv. any access (or inability or delay in accessing) and/or use of the Service or the Application; or
- v. any breach of warranty under or provision of these Terms and Conditions.

5.4 The Bank shall be entitled to exercise any of its rights and remedies under these Terms and Conditions (including the right to withdraw, restrict, suspend, vary or modify the Service (whether in whole or in part)).

#### 6. Termination

6.1 The Bank may suspend or terminate all or any of the Service at any time without giving any notice or reason.

6.2 I/We can terminate the use of the Service at any time via the means provided by the Bank.

6.3 I/We understand, even after suspension or termination of the Service, that I/We remain responsible from performing and discharging the obligations and liabilities created or accrued before suspension or termination. Clauses 3, 4 and 5 of these Terms and Conditions shall continue to apply even after suspension or termination of the Service by me/us or by the Bank.

#### 7. Variation

7.1 The Bank shall have the right to vary these Terms and Conditions from time to time. I/We understand that I/We can obtain such notice from the Internet and/or other manner as the Bank thinks appropriate. I/We understand that I/We will be bound by the variation if I/We do not receive notice from the Service with effect before the date on which that variation takes effect.

## **8. Rights of Third Party(ies)**

8.1 Except as otherwise expressly stated in these Terms and Conditions, no one other than a party to these Terms and Conditions may enforce any of its terms under the Contracts (Rights of Third Parties) Ordinance, Cap. 623 of the Laws of Hong Kong. Where any clause of these Terms and Conditions entitles any third party to enforce any term of these Terms and Conditions under the Contracts (Rights of Third Parties) Ordinance, the parties reserve the right to vary that term or any other term of these Terms and Conditions without the consent of that third party.

## **9. Law and Jurisdiction**

9.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong and the parties agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.

## **10. Version**

10.1 The English version of these Terms and Conditions shall prevail wherever there is a discrepancy between the English and Chinese versions.