

Terms and Conditions for Security Authentication Service

These terms and conditions ("Terms") apply to and regulate the use of the security authentication service, namely biometric authentication (including Fingerprint / Face ID authentication / Touch ID) and self-assigned Mobile PIN (collectively, the "Service") provided by Shanghai Commercial Bank Limited ("the Bank"). By registering or using the Service, you ("the Customer") are deemed to accept and agree to these Terms.

1. The Service provides the Customer with an alternative means to log into Shacom Pay ("Shacom Pay") or to authorize instruction in respect of transactions as specified by the Bank from time to time by using biometric authentication record(s) stored on the Customer's designated mobile device or self-assigned Mobile PIN. Designated mobile device means a mobile device which is compatible to the App and Service as may be determined by the Bank from time to time. .

2. By activating the Service, the Customer agrees that the Bank may treat and consider as valid and binding on the Customer any instruction given, or agreement made with the Bank, which is authenticated through the Service without the Bank making any further inquiry as to the authority or identity of the person making or purporting to give such instructions or to make such agreement or their authenticity notwithstanding any error, misunderstanding, fraud, forgery or lack of clarity in the authorization. The Customer acknowledges that the Bank may still require the Customer to authenticate a transaction by the password and/or another form of authentication even though the Customer has authenticated the same by the Service.

3. The Service is provided as part of the Bank Services, and accordingly:

- i. these Terms are in addition to and shall be read in conjunction with Terms and Conditions for Faster Payment System and any other documents forming part of the Bank's banking agreement (and any reference to the Terms and Conditions for Faster Payment System shall include reference to these Terms); the Terms and Conditions for Faster Payment System may be accessed at http://www.shacombank.com.hk/eng/personal/pay/shacompay/pdf/shacompay_tnc.pdf
- ii. in the event and to the extent of any inconsistency between these Terms and the Terms and Conditions for Faster Payment System, these Terms shall prevail.

4. The Customer acknowledges and agrees that in order to use the Service for Shacom Pay:

- i. The Customer must be a valid user of the Bank's Personal Internet Banking ;
- ii. The Customer must install Shacom Pay using a designated mobile device;
- iii. The Customer will need to activate the biometric authentication function on the designated mobile device;
- iv. The Customer must register the Service through the Shacom Pay by using SMS One-time password and choose to use the fingerprint(s) that the Customer stored on the designated mobile device for the purpose of the fingerprint authentication service;

- v. The Customer understands that upon the successful registration of the biometric authentication service on the designated mobile device, any fingerprint(s) or facial map that is/are stored on the Customer's designated mobile device can be used for the purpose of the Service. The Customer must ensure that only authorized fingerprint(s) or facial map is/are stored on the Customer's designated mobile device to access the device;
- vi. The Customer agrees that the Customer must and undertake to protect the designated mobile device which has installed the App and registered for the Services, including but not limited to (a) setting safe device password for the designated mobile device which has installed the App and registered for the Service, (b) not allowing any other person to register Biometric Credentials, create password on the designated mobile device which has installed the App and /or use the Services, and (c) not allowing jailbreak/ rooted mobile device registered for the Service. The Customer acknowledges that the use of the Service on a jailbreak / rooted mobile device may compromise or affect security and lead to fraudulent / unauthorized transactions and the Bank will not be liable for any costs, expenses, damages, liabilities, interests, losses or any other consequences suffered or incurred by the Customer as a result. The Service registered under the Customer's account is for the Customers' own use only, (d) not using facial recognition to verify and confirm the Customer's identity if the Customer has an identical twin sibling or relatives who look very alike, in which case the Customer is recommended instead to use Fingerprint or PIN to verify and confirm the Customer's identity, (e) not using facial recognition to verify and confirm the Customer's identity if the Customer is an adolescence while the Customer's facial features may be undergoing a rapid stage of development, in which case the Customer is recommended instead to use Fingerprint or PIN to verify and confirm the Customer's identity; and
- vii. The Customer will use all reasonable care to keep the designated mobile device secure. The Customer will notify the Bank as soon as reasonably practicable if the Customer finds or believes that the designated mobile device has been lost or stolen or that any unauthorized transactions have occurred The Bank reserves the right to suspend or terminate with or without notice the access to and/ or use of the Service (or any part thereof) without any liability, at the Bank's sole discretion.

5. The Customer acknowledges that the authentication is performed by the Bank's Shacom Pay by interfacing with the security authentication module on the designated mobile device and the Customer agrees to the authentication process. The Bank will not collect/store the security authentication record in any manner at any stage of the Customer's registration or use of the Service.

6. The Customer can cancel the Service at any time on the left navigation menu Settings > Biometric Authentication in Shacom Pay once the Customer is signed in or contacting the Bank's customer service hotline. Please note that after the Customer has cancelled the Service, the Customer's biometric data will be continuously stored on the Customer's designated mobile device. The Customer may consider to cancel the data in the mobile device at own decision.

7. If the Customer's biometric data or self-assigned Mobile PIN of the Customer's designated mobile device has been compromised, the Customer is required to re-register or cease the Service.
8. If the Customer's biometric record of the Customer's designated mobile device has been changed, the Service will be suspended. The Customer is required to re-register the Service.
9. The Customer will be liable for all losses incurred if the Customer has acted fraudulently or negligently, or has allowed any third party to use the designated mobile device, or has failed to comply with the obligations under these Terms, Terms and Conditions for Faster Payment System, security information and/or other relevant documents as provided by the Bank from time to time. The Customer would not otherwise be responsible for any direct loss incurred as a result of unauthorized transactions conducted through the Customer's account.
10. In addition to and without prejudice to the disclaimers and exclusions of liability in the Terms and Conditions for Faster Payment System:
- i. The Customer understands that the biometric authentication module of the designated mobile device is not provided by the Bank, and the Bank makes no representation or warranty as to the security of the biometric authentication function of any designated mobile device and whether it works in the way that the manufacturer of the device represents.
 - ii. The Bank does not represent or warrant that the Service will be accessible at all times, or function with any electronic equipment, software, infrastructure and/or other Internet Banking that we may offer from time to time. The Bank shall not be liable for any loss incurred by you as a result of this.
 - iii. The Customer will indemnify the Bank and keep the Bank fully indemnified against all consequences, claims, proceedings, losses, damages, liabilities, interests, costs and expenses (including all legal costs on an indemnity basis) which are of reasonable amount arising from or in connection with any use of the Services provided by the Bank, except any direct loss or damages caused by breach, negligence or default on the part of the Bank.
 - iv. These Terms may be amended or supplemented by the Bank at its sole discretion from time to time with reasonable prior notice (as practicable) to the Customer. Such amendments or supplements will be sent to the Customer by post or posted on the Bank's Website, branches, advertisement, electronic communications (e.g. email) or any other channels that the Bank specified from time to time and will become effective on such date and time as stipulated by the Bank, which shall be binding on the Customer if the Customer continues to use the Service after the Bank's designated effective date and time of such amendment/ supplement. Each access to and use of the Service shall be subject to provisions of these Terms then in force.
11. The Bank shall be entitled, at any time with or without immediate or prior notice, to suspend or terminate the Customer's registration for any of the Service and without any

liability, at the Bank's sole discretion, in such circumstance as the Bank may solely see fit which shall include without limitation:

- i. The Bank has reasonable grounds to believe or suspect that the security of the Customer's data or registration details is at risk;
- ii. The Customer has exceeded the threshold imposed by the Bank from time to time for invalid password input attempt;
- iii. It is appropriate or prudent for the Customer's protection;
- iv. The Bank has reasonable ground(s) to believe or suspect that the Customer's registration has been used in relation to fraudulent or illegal activities;
- v. The Bank is required to do so by any applicable laws, regulations, compliance requirements, listing rules, regulatory authority, competent court of law or governmental body requirement.

12. The laws of the Hong Kong Special Administrative Region of the People's Republic of China shall govern these Terms. The Customer hereby irrevocably submitted to the non-exclusive jurisdiction of the Hong Kong courts.

13. The Chinese version of these Terms are for reference only and if there is any conflict between the English and Chinese versions, the English version shall prevail.