

Terms and Conditions for Mobile Security Token

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

1. The Authentication Service provides the Customer with an alternative means to log into i-Banking Services (including but not limited to Internet / Mobile Banking Services) via the Bank's Mobile Application namely "Shacom Business", "Corporate Mobile Banking" or other name(s) as may be determined by the Bank from time to time (collectively "CMB") and other systems as specified by the Bank from time to time or to authorize instruction in respect of transactions as specified by the Bank from time to time by using biometric credentials stored on the Customer's designated mobile device or self-assigned Security Passcode. Designated mobile device model means a mobile device which is compatible to CMB and the Authentication Service as may be determined by the Bank from time to time.
2. By registering the Authentication 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 Authentication 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 Authentication Service.
3. The Authentication 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 i-Banking Services and any other documents forming part of the Bank's banking agreement (and any reference to the Terms and Conditions for i-Banking Services shall include reference to these Terms);
 - ii. in the event and to the extent of any inconsistency between these Terms and the Terms and Conditions for i-Banking Services, these Terms shall prevail.
4. The Customer acknowledges and agrees that in order to use the Authentication Service for CMB and/or other electronic systems of i-Banking Services of the Bank:
 - i. The Customer must be a valid user of the Bank's Corporate Internet Banking ;
 - ii. The Customer must install CMB using a designated mobile device;
 - iii. The Customer will need to enable the biometric credentials on the designated mobile device and set up Security Passcode through CMB for Biometric Authentication;
 - iv. The Customer must register the Authentication Service through CMB by using Corporate Internet Banking User ID and Password and SMS One-time password or enable the Biometric Authentication only through CMB by using Security Passcode.;
 - 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



Authentication 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 CMB and registered for the Authentication Service, including but not limited to (a) setting safe device password for the designated mobile device which has installed CMB and registered for the Authentication Service, (b) not allowing any other person to register biometric credentials, create password on the designated mobile device which has installed CMB and /or uses the Authentication Service, and (c) not allowing jailbreak / rooted mobile device registered for the Authentication Service. The Customer acknowledges that the use of the Authentication 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 Authentication 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 Corporate Internet Banking User ID and Password or physical Security Device 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 Corporate Internet Banking User ID and Password or physical Security Device to verify and confirm the Customer's identity; and, (f) the Customer should not take any action to disable any function provided by, and/or agree to any settings of, the Customer's mobile device that would otherwise compromise the security of the use of the Customer's biometric credentials for Biometric Authentication (e.g. disabling "attention-aware" for facial recognition); 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 Authentication Service (or any other services) without any liability, at the Bank's sole discretion.
5. If the Customer has applied for the Bank's physical Security Device, the Customer should keep it safe as :
 - i. After the Customer registers the Authentication Service successfully, the Customer may still have to use physical Security Device to authenticate transactions via Corporate Internet Banking, as the case requires, and
 - ii. The physical Security Device will not be applicable to authenticate transactions via CMB.
 6. The Customer acknowledges that the authentication is performed by the Bank's CMB 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 Authentication Service.
 7. The Customer can cancel the Authentication Service at any time in "Settings" in CMB or contacting the Bank's customer service hotline. Please note that after the Customer has cancelled the



Authentication Service, the Customer's biometric credentials will still be stored on the Customer's designated mobile device. The Customer may consider to cancel the data in the mobile device at own decision.

8. The Customer must allow receiving push notifications for CMB on the Customer's designated mobile device. Otherwise, the Customer may be unable to use CMB; and will not be able to receive notifications from CMB.
9. If the Customer's biometric credentials or self-assigned Security Passcode of the Customer's designated mobile device has been compromised, the Customer is required to re-register or cease the Authentication Service.
10. 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 i-Banking Services, 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.
11. In addition to and without prejudice to the disclaimers and exclusions of liability in the Terms and Conditions for i-Banking Services:
 - 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 Authentication 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 Authentication Service 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 Authentication Service after the Bank's designated effective date and time of such amendment/ supplement. Each access to and use of the Authentication Service shall be subject to provisions of these Terms then in force.
12. 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 Authentication 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. It is appropriate or prudent for the Customer's protection;
 - iii. 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;
 - iv. 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.
 - v. The Customer's biometric credentials of the Customer's designated mobile device has been changed
 - vi. The Customer registers the Authentication Service in other devices in respect of the same Corporate Internet Banking account;
 - vii. The Customer has exceeded the threshold imposed by the Bank from time to time for invalid Security Passcode input attempt;
 - viii. The Customer has exceeded the threshold imposed by the Bank from time to time for invalid Biometric Authentication attempt;
 - ix. The Customer's Corporate Internet Banking account has been terminated;
 - x. The Customer's Corporate Internet Banking password has been reissued/reset.
13. 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.
14. 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.