

Terms and Conditions for use of biometric authentication for Mobile Banking

1. These terms and conditions ("**Terms**") apply to and regulate your use of biometric authentication for Mobile Banking of Nanyang Commercial Bank, Limited ("**the Bank**" or "**we**" or "**NCB**"). By registering or using biometric authentication for the Bank's Mobile Banking, you are deemed to accept and agree to these Terms. If you do not accept these Terms, please stop registering or using biometric authentication for the Bank's Mobile Banking.

2. You may use your biometric credential(s) (including without limitation fingerprint(s), facial map(s) or any other biometric data as approved by the Bank from time to time) stored on your designated mobile device to login the Bank's Mobile Banking, to authorize instruction in respect of transactions as specified by the Bank from time to time through the Bank's Mobile Banking or to do such other things or transactions as notified by the Bank from time to time. Designated mobile device means mobile devices with operating system version of iOS 12.0 or higher, Android 9.0 or higher and supporting biometric authentication function.

3. You agree that NCB may treat and consider as valid and binding on you any instruction given, or agreement made with NCB, which is authenticated through biometric authentication without NCB 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. You acknowledge that NCB may still require you to authenticate a transaction by your password and/or another form of authentication even though you have authenticated the same by your biometric credential(s).

4. These Terms are in addition to and shall be read in conjunction with the Bank's Conditions for Services and any other documents forming part of our banking agreement (and any reference to the terms and conditions of the Conditions for Services shall include reference to these Terms).

5. The Conditions for Services may be accessed at https://www.ncb.com.hk/nanyang_bank/resource/tnc_en.pdf. In the event of any conflict or inconsistency, these Terms shall prevail over the Conditions for Services and to the extent of such conflict or inconsistency.

6. You acknowledge and agree that in order to use biometric authentication for the Bank's Mobile Banking:

- i. You must be a valid user of our Mobile Banking services;
- ii. You must install our mobile app using a designated mobile device through an official source;
- iii. You will need to activate the relevant biometric authentication function on your designated mobile device and register at least one of your biometric credentials to control access to the designated mobile device;
- iv. You must register the biometric authentication through the Bank's Mobile Banking by using your Internet Banking No./Username, password and SMS One-time password and choosing to use the relevant biometric credential(s) that you stored on your designated mobile device for the purpose of biometric authentication;
- v. You understand that upon the successful registration of the biometric authentication on your designated mobile device, any biometric credential(s) that is/are stored on your designated mobile device can be

used for the purpose of the biometric authentication. You must ensure that only your biometric credential(s) is/are stored on your designated mobile device to access the device;

- vi. You must not use the biometric authentication if you have reasonable belief that other people may share identical or very similar biometric credential(s) of you or your biometric credential(s) can be easily compromised. For instance, you must not use facial recognition for authentication purpose if you have an identical twin or triplet sibling(s);
- vii. You must not use the biometric authentication if the relevant biometric credential(s) of you are or will be undergoing rapid development or change. For instance, you must not use facial recognition for authentication purpose if you are an adolescence with facial features undergoing rapid development;
- viii. You should ensure the security of the security codes as well as the password or code that you can use to store your biometric credential(s) and register the biometric authentication on your designated mobile device; and you should use all reasonable care to keep your designated mobile device secure. You should notify us as soon as reasonably practicable if you find or believe that your designated mobile device has been lost or stolen or that any unauthorized transactions have occurred.
- ix. You may still choose to login Mobile Banking with Internet Banking No./Username and Password or authorize transaction instruction by using Security Code/Transaction Confirmation Code of Security Device or SMS One-time password or to conduct other transactions through the other authentication means as agreed by the Bank from time to time.

7. You acknowledge that the authentication is performed by the Bank's mobile app by interfacing with the biometric authentication module on the designated mobile device and you agree to the authentication process. The Bank will not collect or store your biometric credential(s) in any manner at any stage of your registration or use of the biometric authentication for the Bank's Mobile Banking.

8. You can cancel the biometric authentication for the Bank's Mobile Banking by yourself at any time by logging on to the Bank's Mobile Banking. Please note that cancellation of the biometric authentication for the Bank's Mobile Banking will not automatically delete your biometric credential(s) on your designated mobile device. Your biometric credential(s) will be continuously stored on your designated mobile device unless they are deleted by you through the relevant biometric authentication function on your designated mobile device. Biometric credential(s) stored on your designated mobile device may be used by other applications on your designated mobile device. You may consider to cancel the data at your own decision.

9. If your biometric credential(s) or other security code of the designated mobile device has been compromised, you are required to change the security code, re-register your biometric credential(s) or cease the use of the biometric authentication for the Bank's Mobile Banking.

10. If your biometric credential record of the designated mobile device has been changed, your biometric authentication for the Bank's Mobile Banking will be suspended. You are required to re-register or re-activate the biometric authentication for Mobile Banking.

11. You and the Customer that you are acting for and on behalf of will be liable for all losses if you and/or the Customer have acted fraudulently or with gross negligence, or allowed any third party to use your designated mobile device, or failed to comply with your obligations under these Terms, the Conditions for Services, the Security Information and other relevant documents as provided by the Bank from time to time. You would not

otherwise be responsible for any direct loss suffered by you as a result of unauthorized transactions conducted through your bank account.

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

13. In addition to and without subtracting the disclaimers and exclusions of liability in the Conditions for Services, you understand that the biometric authentication module of the designated mobile device is not provided by the Bank, and we make no representation or warranty as to the following matters that:

- i. 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 biometric authentication for the Bank's Mobile Banking will function at all times;
- iii. or function with any electronic equipment, software, infrastructure or other Internet Banking that we may offer from time to time.

14. You and the Customer that you are acting for and on behalf of shall indemnify us and keep us indemnified against any consequences, claims, proceedings, losses or damages whatsoever and howsoever caused (save and except any direct loss caused by negligence or misconduct on the part of us) that may arise to be incurred by us and against any costs and expenses (including all legal costs on an indemnity basis) of reasonable amount reasonably incurred by us in making biometric authentication available to you and/or the Customer arising in connection with any improper use of biometric authentication.

15. The Bank reserves the right to amend, add or delete at any time these Terms by giving reasonable prior notice in writing to you and such notice may be made in such manner and by such means of communication as the Bank shall deem fit, including, without limitation, use of direct mailing material or advertisement, website display or electronic communications such as electronic mail. You acknowledge and agree that you shall observe and comply with any such amendment, addition and/or deletion when using the biometric authentication. Your continued use of the biometric authentication shall constitute your acceptance of any such changes or modifications.

16. These Terms are also applicable for instructions and/or enquiries relating to the Customer and its bank accounts given by you as a user and these Terms, as the context may require, shall extend to and be binding on such Customer and its bank accounts.

17. These Terms are available in both English and Chinese versions. The English version shall prevail in the event of any discrepancy between the two versions.