

Chong Hing Bank Limited

Terms and Conditions of Using the Chong Hing Bank Easy Logon Service and Mobile Token Service

1. Introduction

- 1.1 These terms and conditions ("Terms") apply to and govern your use of the Chong Hing Bank Easy Logon Service ("Logon Service") and Mobile Token Service ("Token Service") (collectively "Services", each "Service") provided by Chong Hing Bank Limited ("the Bank"). By undergoing the registration process to use the Service, or using the Service, you accept and agree to these Terms. If you do not accept these Terms, you must not access or use any of the Services.
- 1.2 The Services are provided as part of the Bank's Internet Banking Services and/or Mobile Banking Services, and accordingly these Terms are in addition to and shall be construed in conjunction with the Bank's Terms & Conditions of Internet Banking Services and Mobile Banking Services as the case may be. The Bank's Internet Banking Services Terms & Conditions can be accessed at <https://www.ibanking.chbank.com/termOfConditionEN.html>. The Bank's Mobile Banking Services Terms & Conditions can be accessed at https://www.ibanking.chbank.com/mob_termOfConditionEN.html. In the event of any conflict or inconsistency, these Terms shall prevail for the purpose of the Services over the Terms and Conditions of Internet Banking Services and Mobile Banking Services to the extent of such conflict or inconsistency unless the context otherwise requires or provides.
- 1.3 The Services will be provided via the mobile application of the Bank's Chong Hing Mobile Banking Services ("the App"). The App is available for download at Apple App Store for iOS and/or Google Play Store for Android and/or installation file with Android version provided or updated from time to time by the Bank.

2. Logon Service

- 2.1 The Logon Service is a service by which you may use your biometric credentials (including fingerprint, facial recognition and any other biometric data that the Bank may specify from time to time)("Biometric Credentials") or a new password created by you ("PIN") registered via the App installed on a mobile device which the Bank may permit from time to time ("Permitted Mobile Device") in lieu of your Chong Hing Bank Internet Banking Services and/or Mobile Banking Services logon ID and password to verify and confirm your identity for authorizing access to the Bank's Internet Banking Services and/or Mobile Banking Services. Whenever the App detects the use of a Biometric Credential or PIN as registered via the App installed on a Permitted Mobile Device for authorizing access to and use of the Bank's Mobile Banking Services, you are deemed to have accessed and used the Mobile Banking Services. The Bank does not collect your Biometric Credential and PIN.

3. Second Factor Authentication

The Mobile Token is a second factor authentication as required by the Bank for the Bank to verify and confirm your identity. To use the Mobile Token, you need to register the Token Service via the App installed on a Permitted Mobile Device. The Token Service involves creating and storing a unique digital security key on a Permitted Mobile Device which has installed the App. Upon successful registration of the Token Service, you irrevocably authorize that the Permitted Mobile Device which has installed the App will be recognized and accepted by the Bank to confirm your identity verification together with your authorized instruction of requesting the Bank to conduct a transaction which requires any authentication by two factors authentication after having logged on Chong Hing Internet Banking Services and/or Mobile Banking Services.

4. Use of the Services

- 4.1 You acknowledge and agree that in order to authorize access to or use of any of the Bank's Services:
 - 4.1.1 You must be a valid user of the Bank's Internet Banking Services or Mobile Banking Services;
 - 4.1.2 You must use a Permitted Mobile Device to install the App;
 - 4.1.3 You have to activate the Biometric Credential recognition function on your Permitted Mobile Device which has installed the App and must register at least one of your Biometric Credentials to authorize access to and / or use of the Permitted Mobile Device;
 - 4.1.4 You must neither disable any function provided by, nor agree to any settings of, your Permitted Mobile Device that may otherwise compromise the security of the use of any of your Biometric Credentials for authentication purposes (e.g. disabling "attention-aware" for facial recognition); and
 - 4.1.5 You have to undergo and complete the registration process by using your Chong Hing Bank Internet Banking Services or Mobile Banking Services logon ID and password.
- 4.2 **You understand and agree that after registration with the Bank of your Permitted Mobile Device which has installed the App, any Biometric Credential that is stored on your Permitted Mobile Device will be used as your irrevocable authentication and authorization (and shall be deemed as such by the Bank) of access to and use of the Bank's Internet Banking and/or Mobile Banking Services.**
- 4.3 You agree that you must and you undertake to protect the Permitted Mobile Device which has installed the App and registered for the Services, including but not limited to (a) setting safe device password for the Permitted Mobile Device which has installed the App and registered for the Services, (b) not allowing any other person to register Biometric Credentials, create password, share your password on the Permitted Mobile Device which has installed the App and /or use the Services, (c) not allowing jailbreak/ rooted mobile device registered for the Services; and / or (d) not using mobile device's facial recognition to verify and confirm your identity if you have any sibling (e.g. identical twins) or relatives with whom you look very alike (in which case you may consider instead to use PIN to verify and confirm your identity), (e) not using mobile device's facial recognition to verify and confirm your identity if your facial features may be undergoing a rapid stage of development during your adolescence or otherwise changes (in which case you may consider instead to use PIN to verify and confirm your identity). You acknowledge that the use of Mobile Banking Services on a jailbreak / rooted mobile device may compromise or affect security and lead to fraudulent / unauthorized transactions, and you acknowledge and agree that the Bank will not be liable for any costs, expenses, damages, liabilities, interests, losses or any other consequences suffered or incurred by you as a result. The Services registered under your Account is for your own use only.

5. Your Liabilities

- 5.1 You acknowledge that the authentication is performed via the App by interfacing with the authentication module on the Permitted Mobile Device and that you agree to the authentication process and be bound by the transactions and instructions as a result thereof, for which you shall keep the Bank fully indemnified of all losses, damages, costs, expense, interests and liabilities which the Bank may suffer.
- 5.2 You shall as soon as reasonably practicable notify the Bank by telephone at such telephone number and, if required by the Bank, then followed in writing to such address of the Bank as may be designated by the Bank from time to time, or in person at one of the Bank's branches if you find or believe that the Permitted Mobile Device which has installed the App and registered for any of the Services has been hacked, lost or stolen or that any unauthorized transactions has occurred. The Bank reserves the right to suspend or terminate with or without notice the access to and/ or use of the Services (or any part thereof) without any liability, at the Bank's sole discretion.
- 5.3 You acknowledge and agree that, for the purposes of the Services, the App will use the biometric credential sensor of your Permitted Mobile Device for obtaining such necessary information to perform the authentication, and you hereby consent to and authorize the Bank's access to and use of such information for purpose of any of the Services.
- 5.4 **You agree and undertake to protect the Permitted Mobile Device which has installed the App and registered for the Services and shall be responsible for all the access to and / or use of the Permitted Mobile Device which has installed the App and registered for**

the Services together with all instructions and transactions made in relation thereto (and the same shall be binding on you, whether conducted by you or otherwise).

6. Termination and Closure of Services

- 6.1 The Bank shall be entitled, at any time with or without notice, to suspend or terminate your registration for any of the Services 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:
- 6.1.1 The Bank has reasonable ground to believe or suspect that the security of your data or registration details is at risk;
 - 6.1.2 You have exceeded the threshold of the invalid password input attempt;
 - 6.1.3 It is in the Bank's view appropriate or prudent for your or other user's protection;
 - 6.1.4 The Bank has reasonable ground to believe or suspect that your registration has been used in relation to unlawfully fraudulent or illegal activities;
 - 6.1.5 To comply with any applicable laws, regulations, compliance requirements, listing rules, requirements or guidance of regulatory authority, competent court of law, governmental body or industry organisation.
- 6.2 Your registration for the Services will be terminated instantly by your terminating of such Services any time through the Bank's Internet Banking Services.
- 6.3 The Bank reserves the right, at any time, with or without notice, to suspend all or any part of the Services for carrying out scheduled and unscheduled system maintenance, upgrading, testing and/or repairs.

7. The Bank's Liability

- 7.1 In addition and subject to the disclaimers and exclusions of liability in the Bank's Terms and Conditions of Internet Banking Services and Mobile Banking Services, which shall apply to the Services:
- 7.1.1 You understand and acknowledge that the authentication module of the Permitted Mobile Device is not provided by the Bank, and the Bank makes no representation or warranty as to (a) the security, integrity, functionality, timeliness or purpose (including fitness for any purpose) of the authentication function of any Permitted Mobile Device, and (b) whether or not the authentication module works in the way that the manufacturer of the device represents.
 - 7.1.2 The Bank has not represented/ warranted and will not represent or warrant that any of the Services will be accessible at all times, or function with any electronic equipment, software, infrastructure or other electronic or Internet / Mobile Banking Services which the Bank may offer from time to time.
 - 7.1.3 To the extent as permitted under the legal or regulatory requirements as applicable, the Bank will not be liable for any loss, damages, cost, expenses, interests and liabilities which you incur in connection with the use or attempted use of the Services, or your instructions, or any unauthorized transactions through or in connection with the Services except directly caused by breach, fraud or negligence of the Bank.
 - 7.1.4 You shall indemnify us 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 loss or damages caused by breach, negligence or fraud on the part of the Bank.
 - 7.1.5 These Terms may be amended or supplemented by the Bank at its sole discretion from time to time with prior notice (as practicable). Such amendments or supplements will be sent to you by post or posted on the Bank's Website, branches or any other channels that the Bank may specify from time to time and will become effective on such date and time as stipulated by the Bank, which shall be binding on you if you continue to maintain any account, access or use the Internet Banking Services, Mobile Banking Service and access the Bank's Website after the Bank's designated effective date and time of such amendment/ supplement. Each access to and use of the Services shall be subject to provisions of these Terms then in force.
 - 7.1.6 In the event and to the extent of any discrepancy or conflict between the English and Chinese versions of the Terms, the English version shall prevail.

Close