

Terms and Conditions of using the Fubon Mobile Security Key Service

Introduction

1. These terms and conditions (“Terms”) apply to and regulate your use of the Fubon Mobile Security Key Service (“Mobile Security Key” or “Service”) provided by Fubon Bank (Hong Kong) Limited (“the Bank” or “we” or “Fubon Bank”). By registering or using the Fubon Mobile Security Key Service, you accept and agree to these Terms. If you do not accept these Terms, you must not access or use any of the Service.
2. The Fubon Mobile Security Key Service is a second factor security authentication for the Bank to verify and confirm your identity when you may use the Service to logon the Bank’s Mobile Banking Service or other e-banking Service (if applicable), to authorize instruction in respect of transactions as specified by the Bank from time to time through the Bank’s Mobile Banking or other e-banking Service (if applicable) or to do such other affairs or transactions as notified by the Bank from time to time. To use the Service, you need to register the Service via the Fubon Mobile Banking Service App installed on a compatible Apple or Android device running an operating system version as we specify from time to time (“Permitted Mobile Device”).
3. Fubon Mobile Security Key Service is provided as part of the Bank’s services, and accordingly these Terms are in addition to and shall be read and construed in conjunction with the Bank’s “Global Terms and Conditions for Accounts and Services” as the case may be. You agree to abide by the provisions of the Global Terms and Conditions for Accounts and Services and the terms and conditions whenever using the Service. The Global Terms and Conditions for Accounts and Services can be accessed at https://www.fubonbank.com.hk/resources/common/pdf/sh_GTnC_e.pdf . In the event of any conflict or inconsistency in regards of Fubon Mobile Security Key Service, these Terms shall prevail.

Activation of Service

4. By activating the Fubon Mobile Security Key Service, you agree that Fubon Bank may treat and consider as valid and binding on you any instruction given, or agreement made with Fubon Bank, which is authenticated through the Fubon Mobile Security Key Service without making any further inquiry by the Bank for the genuineness and accuracy of the authority or identity of the person who is making or purporting to give such instructions, even any error, misunderstanding, forgery, fraud, or lack of detailed clarity in the authorization. You acknowledge that Fubon Bank may still require you to authenticate a transaction by your password and/or another form of authentication even though you have authenticated through Fubon Mobile Security Key Service.
5. By activating the Fubon Mobile Security Key Service, you agree and acknowledge that the Fubon Mobile Banking App and other e-banking Services (if applicable) will access the

biometric credentials registered in your Permitted Mobile Device, and you hereby consent to and authorize the Bank's access to and use of such information for purpose of the Service. Whenever the Fubon Mobile Banking App detects the use of a biometric credential or Personal Identification Number (PIN) as registered via the Fubon Mobile Banking App installed on a Permitted Mobile Device for authorizing access to and use of the Bank's Mobile Banking Service or other e-banking Services (if applicable), you are deemed to have accessed and used the Mobile Banking Services or other e-banking Services (if applicable). If you do not accept the access of biometric credentials registered in your Permitted Mobile Device, please do not activating the Fubon Mobile Security Key Service. The Bank does not collect your biometric credential and PIN.

6. You can only set up the Mobile Security Key on one Permitted Mobile Device at a time.

Use of the Service and Your Liability

7. **You acknowledge and agree that in order to use the Fubon Mobile Security Key Service through the Bank's Mobile Banking or other e-banking Services (if applicable):**
 - a. **You must be a valid user of the Bank's Mobile Banking Service or other e-banking Services (if applicable);**
 - b. **You must use a Permitted Mobile Device to install Fubon Mobile Banking App;**
 - c. **You have to activate the biometric credential recognition function on your Permitted Mobile Device which has installed Fubon Mobile Banking App and must register at least one of your biometric credentials to authorize access to and / or use of the Permitted Mobile Device;**
 - d. **You must not take any action to disable any function provided by, and/or agreeing to any settings of, your Permitted Mobile Device that would otherwise compromise the security of the use of your biometric credentials for authentication purposes;**
 - e. **You have to complete the registration process using your Mobile Banking Service logon ID, password and One Time Password.**
 - f. **You understand and agree that any biometric credential stored on your Permitted Mobile Device will be used as (and shall be deemed as such by the Bank) your irrevocable authentication and authentication of access to and use of the Bank's other e-banking and/or Mobile Banking Services after Fubon Mobile Security Key Service registration; and**
 - g. **All reasonable measures should be taken to ensure the security of your PIN and security codes, as well as to keep your Permitted Mobile Devices in secure, including the following:**
 - i. **You should take reasonable precautions to keep safe and prevent loss or fraudulent use of your Permitted Mobile Device, e-banking username and password and the PIN for the Mobile Security Key;**

- ii. You should observe the security tips provided by the Bank from time to time;
 - iii. You should not allow any other person to register biometric credentials, create password on the Permitted Mobile Devices which have installed Fubon Mobile Banking App and/or use the Service. If any other person's biometric credential is stored on the Permitted Mobile Device, you are responsible for any person using the other biometric credential to access your e-banking account. All such transactions will be deemed to be authorized by you and will be binding on you;
 - iv. You should not allow any modification outside the mobile device or operating system vendor supported or warranted configurations. This includes devices that have been jailbroken / rooted. You acknowledge that the use of Mobile Banking Services or Mobile Security Key on a jailbroken / rooted mobile device may compromise or affect security and lead to fraudulent / unauthorized transactions. 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;
 - v. You should not use facial recognition as biometric credential if you have an identical twin sibling, or are an adolescent while your facial features may be undergoing a rapid stage of development.
8. You shall as soon as possible notify the Bank if you suspect or find that the Permitted Mobile Devices have been hacked, lost or stolen or that any unauthorized transactions has occurred.
9. The Bank reserves the right to suspend or terminate the access to and/ or use of the Service (or any part thereof) without any liability and without prior notice, at the Bank's sole discretion.
10. You will be liable for all losses and related cost if you 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, Global Terms and Conditions for Accounts and Services, the Security Information and other relevant documents as provided by the Bank from time to time.
11. You acknowledge that the authentication is performed by Fubon Mobile Banking App and other e-banking Services (if applicable) by interfacing with the authentication module on the Permitted Mobile Devices 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 loses, damages, costs, expense, interests and liabilities which the Bank may suffer.
12. The Customer acknowledges and agrees that his/her use of any of the facilities and e-banking Service and all account(s) opened by him/her will be governed by the ["Notice to Customers and Other Individuals relating to the Personal Data \(Privacy\)"](#)

Ordinance and Consumer Credit Data” and “Privacy Policy Statement” available on the Bank’s website. The Customer understand that the “Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance and Consumer Credit Data” and “Privacy Policy Statement” contains the Bank’s policies and practices from time to time in force relating to personal data, including without limitation, its collection, use, possession, dispatch, transmission, access and correctand other matters incidental thereto and authorize the Bank to do so. The Bank undertakes that any such processing, sharing, storage or transmission of information will be done on a confidential basis and the Bank will endeavor to maintain the strict confidentiality of such information within the group companies of the Bank unless (a) otherwise required or permitted by any Applicable Law, regulation or request of any public or regulatory authority, or (b) disclosure is required for the purposes of preventing fraud; or (c) the Bank deems disclosure necessary to provide the e-banking Service.

Termination and Closure of Services

13. The Bank shall be entitled to suspend or terminate your registration for any of the Services without prior notice 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:
 - a. The Bank has reasonable grounds to suspect or believe that the security of your information or registration details is at risk;
 - b. It is appropriate or prudent for your protection;
 - c. The Bank has reasonable grounds to believe or suspect that your registration has been used in relation to fraudulent, forgery, or illegal activities;
 - d. 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;
 - e. Your mobile devices do not support Fubon Mobile Security Key Service;
 - f. Any fingerprints/Face ID are added after the Service registration;
 - g. The Fubon Mobile Security Key Service has not been used for a certain period.
14. Your registration for the Service will be terminated instantly by your terminating of these Service any time through the Bank’s Mobile Banking Service.
15. The Bank reserves the right, at any time, to suspend all or any part of these Service without prior notice for carrying out scheduled and unscheduled system maintenance, upgrading, testing and/or repairs.

The Bank’s Liability

16. In addition and subject to the disclaimers and exclusions of liability in the Bank’s Global Terms and Conditions for Accounts and Services:
 - a. 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 the security, integrity, functionality, purpose (including fitness for any purpose) of the authentication function of any Permitted Mobile Device and whether the authentication module works in the way that the manufacturer of the device represents.

- b. The Bank has not represented/ warranted and will not represent or warrant that any of the Service will be accessible at all times, or function with any electronic equipment, software, infrastructure or other e-banking Services or Mobile Banking Services which the Bank may offer from time to time.
- c. To the extent as permitted under the legal or regulatory requirements as applicable, the Bank will not be liable for any direct or indirect loss, damages, cost, expenses, interests and liabilities which you incur in connection with the use or attempted use of the Service, or your instructions, or any unauthorized transactions through or in connection with the Service.
- d. You shall indemnify the Bank and keep the Bank fully indemnified against all consequences, claims, proceedings, loses, 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 Service provided by the Bank, except any loss or damages caused by fault or negligence on the part of the Bank.
- e. The Bank reserves the right, at any time, to amend or supplement the Terms. Such amendments or supplements will be sent to you (as practicable) by post, advertisements, website notice, SMS, email or any other channels that the Bank specified from time to time. If you continue to maintain any account access or use the other e-banking Services, Mobile Banking Services 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 Service shall be subject to provisions of these Terms then in force.

17. The Bank reserves the right to specify or vary the scope and features of the Service from time to time without prior notice.

Governing Law and Jurisdiction

18. The Service and these Terms and Conditions are governed by and will be construed in accordance with the laws of the HKSAR. The parties submit to the non-exclusive jurisdiction of the courts of the HKSAR. These Terms and Conditions may be enforced in the courts of any competent jurisdiction.

Language

19. Should there be any discrepancies between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.