

# 客戶重要通知

## Important Notice to Customers



### 更改「中國建設銀行(亞洲)生物憑據登入服務條款及條件(建行(港澳)手機應用程式)」通知

本行之生物憑據登入服務將於 2022 年 8 月 19 日(星期五) (「生效日」) 正式升級為流動保安編碼及生物憑據認證服務。屆時，本行將修訂「中國建設銀行(亞洲)生物憑據登入服務條款及條件(建行(港澳)手機應用程式)」的條文。

#### A. 條款和條件主要更新的摘要

1. 修訂標題為中國建設銀行(亞洲)生物憑據認證服務(建行(港澳)手機應用程式)條款及條件；
2. 修訂條文以列明與使用流動保安編碼有關的保安措施；及
3. 修訂條文以使某些條文涵義更清晰。

新增條文及完整修訂請參閱 B 部分。

#### B. 條款和條件內已修訂的條文(新加內容已劃上底線，移除內容已被劃掉)：

「中國建設銀行(亞洲)生物憑據認證服務(建行(港澳)手機應用程式)條款及條件」

原有項目號碼	修訂或新增項目號碼	修訂內容
標題	標題	中國建設銀行(亞洲)生物憑據登入 <u>認證服務</u> 條款及條件(建行(港澳)手機應用程式) <u>條款及條件</u>

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無	無	<p>重要說明：</p> <p>中國建設銀行（亞洲）生物憑據登入認證服務是由中國建設銀行（亞洲）股份有限公司（「本行」或「我們」，包括我們，包括本行的繼承人、受讓人、承讓人及從前述任何一方取得所有權之任何人）向其客戶（「客戶」或「您」）提供的一項服務。</p>
無	無	<p>一旦成功啟動生物憑據登入認證服務，您即可使用在您的認可流動裝置上已錄入的生物識別憑據（例如指紋，包括但不限於指紋、面部辨識或任何其他生物資料識別數據），透過建行（港澳）手機應用程式（與中國建設銀行（亞洲）智富通手機應用程式（各稱為「手機應用程式」）使用本行的手機網上銀行服務，包括但不限於為客戶身份認證目的使用手機應用程式/認可流動裝置中內置的流動保安編碼功能（「流動保安編碼」）。</p>
無	無	<p>「認可流動裝置」指本行不時允許使用生物憑據登入認證服務的任何電子設備，包括但不限於操作該等設備所用的操作系統或軟件。請於「安全中心」→「設定及其他」&gt;「管理生物憑據登入認證」&gt;「生物憑據登入認證服務常見問題」內查閱該等電子設備的最新清單。</p>
無	無	<p>一旦啟動生物憑據登入認證服務並點擊以下「接受」鍵，即表示您同意本條款及條件（「本條款」）。本條款構成您與本行之間關於使用生物憑據登入認證服務的具有約束力之法律協議。</p>
無	無	<p>本條款連同經提述納入的下列文件，均構成本條款的主體部分，並應適用於生物憑據登入認證服務：</p> <ul style="list-style-type: none"> <li>- 網上銀行服務的條款及條件；</li> <li>- 個人資料收集及和私隱政策聲明；</li> <li>- 中國建設銀行建行（港澳）手機應用程式許可協議和及使用條款；</li> </ul>

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		<ul style="list-style-type: none"> <li>- <u>中國建設銀行(亞洲)智富通手機應用程式許可協議及</u>使用條款；及</li> <li>- (在<u>您使用證券買賣交易服務時</u>) <u>網上證券交易服務一般條款及條件</u> (合稱「<u>客戶條款</u>」)。...</li> </ul>
1	1	生物憑據登入 <u>認證服務</u> 的提供
1.1	不變	為使用生物憑據登入 <u>認證服務</u> ，您應當：
1.1(b)	不變	已在您的認可流動裝置上安裝本行提供生物憑據登入服務的手機應用程式及最新的更新 <u>認證服務</u> 的手機應用程式及最新的更新；
1.1(c)	不變	持有已啓用 <u>啟用</u> 生物憑據 <u>認證功能</u> 的認可流動裝置；
1.1(d)	不變	至少已錄入您的一個 <u>一種</u> 生物識別憑據以用於控制對認可流動裝置的使用；及
1.1(e)	不變	已根據本行的啟動指示，使用您的網上銀行用戶名和密碼以及本行將向您發送的一次性密碼啟動生物憑據登入 <u>認證服務</u> 。
1.2	不變	為協助本行提供生物憑據登入 <u>認證服務</u> ，您同意本行可要求您簽署本行視為合理需要的表格和/或文件、提供本行視為合理需要的資訊並採取本行視為合理需要的行動。
1.3(a)	不變	一旦啟動生物憑據登入 <u>認證服務</u> ，您的認可流動裝置上儲存的任何生物識別憑據均可被用於使用本行的 <u>手機網上銀行服務</u> ，及 <u>使用您</u> <u>認知已啟動並與認可流動裝置綁定的任何流動保安編碼</u> 。您 <u>確認並</u> <u>接受</u> ，對任何獲得您認可流動裝置上的生物識別憑據或生物憑據 <u>認證控制獲得使用權限的任何人</u> 均能夠使用本行的 <u>手機網上銀行服務</u> 、 <u>使用流動保安編碼(如有)認證身份</u> ，並就您的戶口向本行作出指示，包括但不限於提取或另行處理您的資金。
1.3(b)	不變	您 <u>確認並同意</u> ，為提供生物憑據登入 <u>認證服務</u> 之目的， <u>手機應用程式及其內置功能(例如，您啟動的任何流動保安編碼)</u> 將連接您認

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		可流動裝置上的生物憑據認證功能及數據。您同意本行為提供生物憑據登入認證服務而取用及使用及運用您認可流動裝置上的該項功能及數據。
1.3(c)	不變	本行可隨時酌情決定更新手機應用程式及其內置功能。您必須安裝強制性的更新，以確保生物憑據登入認證服務正常運作。雖有前述規定，但本行並不申述或保證生物憑據登入認證服務可供持續使用，與任何特定設備或型號、軟件或本行不時提供的其他網上銀行服務兼容。您應負責確保您的電子設備是滿足任何兼容要求的認可流動裝置。如未能滿足這要求，或會導致生物憑據登入認證服務發生故障。
1.3(d)	不變	即使啟動了生物憑據登入認證服務，您仍可以運用(i)您的網上銀行用戶名和密碼或(ii)您的流動保安編碼密碼 (PIN) 來使用本行的手機網上銀行服務。
3(e)	刪除	您可在支援啟動生物憑據登入服務的任何流動裝置上於手機應用程式內啟動生物憑據登入服務。您確認並同意在同一時間只可在一個流動裝置上啟動生物憑據登入服務，而本行將會為您的流動裝置生成一個隨機的識別號碼識別該流動裝置。
3(f)	3(e)	您可透過手機應用程式的設置功能或透過在您的認可流動裝置上停用生物憑據認證功能，隨時停用生物憑據登入認證服務。
2.1(a)	不變	確保您的認可流動裝置上僅儲存了您的生物識別憑據，您的認可流動裝置是安全的，且允許使用您的認可流動裝置以改變或增加生物識別憑據的任何密碼或安全代碼均受到保護。如果由於您未對您認可流動裝置的使用權限加以保護，而導致發生任何未經授權的交易，本行對由此產生的任何損害損失不承擔任何責任；
2.1(b)	不變	請注意面部辨識錯誤機率可能會因應特定情況而有所不同，例如並當心您雙胞胎及/或長相相似的兄弟姊妹等可能導致面部辨識錯誤。如您對此有疑問，您仍可使用您網上銀行的客戶名稱及私人和

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		密碼登入透過手機銀行應用程式使用本行的網上銀行服務，或者在使用流動保安編碼時使用您的流動保安編碼密碼來認證您的身份；
2.1(c)	不變	切勿於停用您的認可流動裝置中停用、或者/及同意上提供的任何有機會影響生物識別憑據認證安全的功能，及/或不同意您的認可流動裝置上任何有機會影響生物憑據認證安全的設定（例如：於面部識別功能中停用能夠感知使用者注視的功能）；
2.1(d)	不變	確保在使用之後立即將您的認可流動裝置鎖上，並確保您的設備認可流動裝置在不在您掌控期間亦應被鎖上；
2.1(e)	不變	不向任何其他人士披露或與任何其他人士分享您認可流動裝置的密碼或安全代碼，亦不允許任何人使用您認可流動裝置上的生物識別憑據及/或生物憑據認證功能；
2.1(g)	不變	不得不加掩飾而直接在某處寫下或記錄任何設備密碼（例如流動保安編碼密碼）或安全代碼；
2.1(h)	不變	在您的認可流動裝置上輸入任何密碼或安全代碼前先檢查周圍的環境，確保您的密碼不被其他人看到。為安全起見，定期更改您的設備密碼和生物憑據認證的訪問密碼；
2.1(j)	不變	如果您發現或相信您的密碼、個人識別碼（包括但不限於流動保安編碼密碼）、認可流動裝置中任何一項被入侵、丟失、被盜或未經您授權被使用或運用，在合理可行的情況下儘快告知本行；及
2.1(k)	不變	嚴格遵照由本行及/或您的認可流動裝置操作系統的製造商不時向您提供適用於您的認可流動裝置的安全建議/措施/指引/指示；
2.1(l)	不變	如果您的流動裝置號碼有任何變更，請立即通知本行；
2.1(m)	不變	手機應用程式服務及/或流動保安編碼因任何原因被終止時，您必須從您的認可流動裝置刪除手機應用程式及/或流動保安編碼；及
2.1(n)	不變	如您更換或棄置您的認可流動裝置時，您必須從該認可流動裝置刪除手機應用程式。



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2.2	不變	如果您通知本行您的生物識別憑據、流動保安編碼或其他安全代碼的安全性受到損害，本行保留權利可要求您變更安全代碼、重新錄入您的生物識別憑據 <u>或者暫停或停止使用生物憑據登入認證服務</u> 。
2.3	不變	您應自行負責採取適當的保護措施（包括但不限於上文第 2.1 條所述之措施），並應對因您未採取該等適當保護措施而發生的未經授權的使用或披露 <u>手機應用程式、生物憑據認證服務及/或流動保安編碼</u> 所造成的任何損失承擔責任。
3.1	不變	您確認，您認可流動裝置上的生物憑據認證功能不是由本行提供的，且本行對您認可流動裝置上的生物憑據認證功能的持續可用性、安全性、準確性、功能或性能不作任何申述或保證。
3.2	不變	您確認，生物憑據登入認證服務是為方便您本人而提供。您應自行承擔使用生物憑據登入認證服務的所有風險。生物憑據登入認證服務是按「現狀」提供的。在適用於本行的法律和監管規定允許的最大範圍內，本行排除所有可能適用於生物憑據登入認證服務的明示或暗示的條件、保證（包括但不限於有關適銷性、適用於任何特定用途、準確性和不侵犯第三方權利的任何保證）、申述或其他條款。
3.3	不變	除非在適用於本行的法律和監管規定禁止本行排除下列責任，否則 <u>允許的最大範圍內</u> ，對於因您使用生物憑據登入認證服務、您向本行作出的指示或者透過生物憑據登入認證服務或與生物憑據登入認證服務有關而進行的任何未經授權的交易而導致您遭受的任何損失，本行將不承擔任何責任。
3.4	不變	在適用法律允許的 <u>最大範圍內</u> ，對於與使用生物憑據登入認證服務有關而產生的任何作為或 <u>遺漏、疏忽或、失責、損害或、損失</u> （包括但不限於資料損失或洩漏）及 <u>訴因</u> （無論是基於合同、侵權（包括但不限於疏忽）抑或其他），本行將不承擔任何責任。對於生物憑據登入認證服務中的任何錯誤、截取、破壞、刪除或不準確之處，或任何人對生物憑據登入認證服務的運用、依賴或無法運用，或生物憑據登入認證服務運作過程中的任何中斷或受阻或延

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		<p>遲、任何不完整的傳輸、任何電路或系統故障或任何電腦病毒，本行將不承擔任何責任。對於因與生物憑據登入認證服務相關的該等作為、遺漏、疏忽或失責引致的任何利潤、銷售額、業務、收入、業務機遇、商譽或聲譽方面的損失或任何特殊、相應而生或間接的損失或損害，本行均無須負責。</p>
3.5	不變	<p>對於因為或涉及以下情況而導致本行、其職員、僱員、代理人和/或本行指定的任何其他人士發生或遭受的任何索償、訴訟、行動、程序、損失、損害、義務和/或責任以及他們中的任何人合理發生的所有合理金額的費用和/或開支，您應確保本行、其職員、僱員、代理人和本行指定的任何其他人士免受損害並向其作出賠償：(i)您未能遵守本條款或(ii)您在使用生物憑據登入認證服務、流動保安編碼及/或手機應用程式過程中發生欺詐、故意不當行為或嚴重疏忽的行為。</p>
4	不變	<p>本行認同尊重您的私穩隱的重要性。本行不會儲存或記錄您的生物識別憑據。本行的個人資料收集和私隱政策聲明及其有關個人資料（私隱）條例之客戶通告中提供了與下列事宜有關的資訊：針對您向本行提供的任何資料，本行可如何收集、運用、共享及保護您向本行提供的個人資料，以及您對您的個人資料有何選擇、使用及使用權更正的權利。</p>
5	不變	<p>本行可隨時不經事先通知或提供任何理由的情形下而暫停、終止、撤銷或修改生物憑據登入認證服務。本行沒有義務持續提供生物憑據登入認證服務。本行有絕對酌情權，可決定您是否有資格使用生物憑據登入認證服務，以及在本行認為適當的情況下，本行有權暫停您對生物憑據登入認證服務或其中任何部分的使用，或者不經事先通知而中止您對生物憑據登入認證服務的使用權限。本行在這方面所作的決定是最終的並對您具有約束力。本行將不對您因該等決定而遭受的任何損失或損害承擔責任。</p>
6.2	不變	<p>未經本行同意，您不得將您在本協議條款項下的權利和義務轉讓或轉移給另一方或另行處置。</p>

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6.3	不變	本條款、 <u>客戶條款</u> 及其中明確提及的任何文件構成本行與您之間就您使用 <u>生物憑據登入認證服務</u> 所訂立的全部協議。您同意，對於未在本條款、 <u>客戶條款</u> 或其中明確提及的任何文件中載明的任何聲明、申述、保障或保證（不論是無意地或疏忽地作出的），您不享有任何補救辦法。 <u>救濟</u> 。
6.4	不變	如果本行未堅持要求您履行您在本條款項下的任何義務，或者未強制執行本行對您的權利，或者延遲採取上述行動，並不表示本行已放棄本行對您的權利，亦不表示您不需要遵守該等義務。如果本行豁免您的 <u>違約失責行為</u> ，本行只會以書面方式作出豁免，而且這並不表示本行將自動豁免您日後的任何 <u>違約失責行為</u> 。
6.6	不變	本條款應受中華人民共和國香港特別行政區（「香港」）的法律管限並依 <u>按香港法律解釋</u> 。香港法院對本條款引起的爭議具有 <u>獨有的非專屬管轄權</u> 。
6.7	不變	本條款的中文版本僅供參考之用。如果本條款的中英文版本之間與 <u>中文版本</u> 有任何衝突或不符之處，應以英文版本為準。
6.8	不變	本行可 <u>不可隨時及不時</u> 根據 <u>適用法律</u> 或適用於本行的法律和監管規定修訂或替換本條款及/或補充額外條款及條件。在銀行本行給予 <u>客戶合理的通知</u> （ <u>通過實物或電子形式給予您合理的通知方式</u> ，在 <u>本行網站上發佈或以本行認為適當的其他方式</u> ）及/或採取 <u>適用法律</u> 或適用於本行的監管規定要求的任何其他法律上需要的行動的情況下，對本條款作出的任何修訂、替換或補充均具有效力。在適用法律允許的範圍內，如果您於實施有關客戶在修訂、替換或補充之有效日期或以後繼續運用或保留或 <u>使用生物憑據登入認證服務</u> ，任何經修改修訂的或新增的本條款應對您對客戶具有約束力。
6.9(a)	不變	本行及客戶之外的任何人均不享有《合約（第三者權利）條例》（香港法例第 623 章）（「第三者權利條例」）項下強制執行本條款之任何規定或 <u>享受享有其利益</u> 的任何權利。



# 客戶重要通知

## Important Notice to Customers



客戶可聯絡分行職員索取上述條款和條件之完整修訂本。客戶除可經分行查詢詳情，亦可致電客戶服務熱線 +852 277 95533 或瀏覽 [www.asia.ccb.com](http://www.asia.ccb.com) 了解。若客戶於生效日或之後繼續使用電子理財服務及/或網上銀行服務，上述更改將對客戶具有約束力。倘客戶不接受上述修訂，客戶有權於生效日前根據條款和條件中列明的有關條款終止電子理財服務及/或網上銀行服務，請致電客戶服務熱線通知本行以作安排。

本通知之中英文文本如有歧異，概以英文本為準。

中國建設銀行(亞洲)股份有限公司

2022 年 7 月

# 客戶重要通知

## Important Notice to Customers



### Notice of Amendments to Terms and Conditions for CCB (ASIA) Biometric Credential Logon Service (CCB (HK&MO) Mobile App)

With effect from **August 19, 2022 (Friday)** ("effective date"), the Biometric Credential Logon Service will be officially upgraded to Mobile Token Service and Biometric Credential Authentication Service. At the same time, the terms and Conditions for CCB (ASIA) Biometric Credential Logon Service (CCB (HK&MO) Mobile App) will be amended as set out below:

#### A. Summary of the key changes to the Terms and Conditions

1. Title is amended to **Terms and Conditions for CCB (ASIA) Biometric Credential Authentication Service (CCB (HK&MO) Mobile App)**;
2. Provisions are amended to update security measures in relation to the use of Mobile Token; and
3. Provisions are amended to enhance clarity of the meaning of certain provisions.

#### B. Amendments to the Terms and Conditions (additions are underlined and deletions are crossed out):

#### Terms and Conditions for CCB (ASIA) Biometric Credential Authentication Service (CCB (HK&MO) Mobile App)

Original Clause number	Amended or New clause number	Amendment(s)
Title	Title	Terms and Conditions for CCB (ASIA) Biometric Credential <del>Logon</del> <u>Authentication</u> Service (CCB (HK&MO) Mobile App);
N/A	N/A	<p>IMPORTANT NOTES:</p> <p>The CCB (Asia) Biometric Credential <del>Logon</del> <u>Authentication</u> Service is offered to customers ("Customer(s)" or "you") of China Construction Bank (Asia) Corporation Limited (<del>the</del> <u>"the Bank", "us" or "we"</u>, which shall include <del>our</del> <u>the Bank's</u> successors, assigns, transferees and any person deriving title under any of them ). Upon successful activation, the Biometric Credential <del>Logon</del> <u>Authentication</u> Service will allow you to use the biometric credentials(<del>e.g. including, without limitation,</del> <u>fingerprints, facial map or any other biometric data</u>) registered on your Permitted Mobile Device to access <del>our mobile banking services</del> <u>the Bank's online banking services</u> via <del>our</del> <u>CCB (HK&amp;MO) Mobile App ("Mobile App") and CCB (Asia) FortuneLink Mobile App (each a "Mobile App")</u>, including, without limitation, to use the mobile token feature in-built within the Mobile App/ Permitted Mobile</p>

# 客戶重要通知

## Important Notice to Customers



		<u>Device for customer identity authentication purposes ("Mobile Token").</u>
N/A	N/A	"Permitted Mobile Device" means any electronic equipment which the Bank may <del>enable</del> <u>permit</u> for use with the Biometric Credential Logon <u>Authentication</u> Service from time to time, including, <u>without limitation</u> , the operating system or software that the device operates on. Please visit " <u>Security Center</u> " > " <u>Biometric Credential Logon</u> " > " <u>Settings and Others</u> " > " <u>Manage Biometric Credential Logon Authentication</u> " > " <u>Biometric Credential Authentication Service FAQ</u> " for the current list of such electronic equipment.
N/A	N/A	By activating the Biometric Credential Logon <u>Authentication</u> Service and <del>tapping on</del> <u>selecting</u> the "Accept" button below you agree to these terms and conditions ("Terms"). These Terms constitute a <u>binding</u> legal agreement between you and the Bank for the use of the Biometric Credential Logon <u>Authentication</u> Service.
N/A	N/A	These Terms, in addition to the following documents, which are incorporated by reference, form an integral part of the Terms and shall apply to the Biometric Credential Logon <u>Authentication</u> Service: <ul style="list-style-type: none"> <li>- Terms and Conditions for Online Banking Services;</li> <li>- Personal Information Collection and Privacy Policy Statement;</li> <li>- Licence Agreement and Terms of Use in CCB (HK&amp;MO) Mobile App;</li> <li>- <u>Licence Agreement and Terms of Use in CCB (Asia) FortuneLink Mobile App; and</u></li> <li>- Terms &amp; Conditions in relation to Online Securities Trading Service (to the extent you access the securities trading service)</li> </ul> (collectively, the "Customer Terms"). ...
1	No Change	<b>PROVISION OF BIOMETRIC CREDENTIAL LOGON AUTHENTICATION SERVICE</b>
1.1	No Change	To use the Biometric Credential Logon <u>Authentication</u> Service, you shall have:
1.1(a)	No Change	a valid Online Banking account with <del>us</del> <u>the Bank</u> ;

# 客戶重要通知

## Important Notice to Customers



1.1(b)	No Change	installed <del>our</del> <u>the</u> Mobile App where <del>we offer</del> <u>the Bank offers</u> the Biometric Credential <del>Logon</del> <u>Authentication</u> Service and latest updates on your Permitted Mobile Device;
1.1(d)	No Change	registered at least one of your biometric credentials to control access to the Permitted Mobile Device; <u>and</u>
1.1(e)	No Change	activated the Biometric Credential <del>Logon</del> <u>Authentication</u> Service according to <del>our</del> <u>the Bank's</u> activation instructions using your Online Banking username and password, as well as a one-time password <del>we</del> <u>the Bank</u> will send to you.
1.2	No Change	To facilitate the provision of the Biometric Credential <del>Logon</del> <u>Authentication</u> Service, you agree that the Bank may require you to execute such forms and/or documents, provide such information and perform such acts as the Bank may consider reasonably necessary.
1.3(a)	No Change	Once the Biometric Credential <del>Logon</del> <u>Authentication</u> Service is activated, any biometric credentials stored on your Permitted Mobile Device can be used to access <del>our mobile</del> <u>the Bank's online banking service and use of any Mobile Token which you have activated and bound to the Permitted Mobile Device</u> . You acknowledge and accept that any person who gains access to the biometric <u>credentials or the biometric authentication controls</u> of your Permitted Mobile Device will be able to access <del>our mobile</del> <u>the Bank's online banking service, authenticate their use of the Mobile Token (if any)</u> and give instructions to the Bank in respect of your accounts, including <del>but not limited,</del> <u>without limitation,</u> withdrawing or otherwise dealing with your funds.
1.3(b)	No Change	You acknowledge and agree that for the purpose of providing the Biometric Credential <del>Logon</del> <u>Authentication</u> Service, the Mobile App <u>and its in-built features (such as any Mobile Token activated by you)</u> will interface with the biometric authentication function <u>and data</u> on your Permitted Mobile Device. You consent to the Bank accessing and using such function <u>and data in your Permitted Mobile Device</u> for the provision of the Biometric Credential <del>Logon</del> <u>Authentication</u> Service.
1.3(c)	No Change	The Bank may, <u>at its discretion,</u> update the Mobile App <u>and its in-built features</u> at any time. You must install the mandatory updates to ensure the proper functioning of the Biometric Credential <del>Logon</del> <u>Authentication</u> Service. Notwithstanding the foregoing, <del>we do</del> <u>the Bank does not</u> represent or warrant that the Biometric Credential <del>Logon</del> <u>Authentication</u> Service will be available at all times, be compatible with any particular device or model, software or other online banking services that <del>we</del> <u>the Bank</u> may offer from time to time. You shall be responsible for ensuring that

# 客戶重要通知

## Important Notice to Customers



		your electronic equipment is a Permitted Mobile Device which meets any compatibility requirements. Failure to do so may result in the Biometric Credential Logon <u>Authentication Service</u> malfunctioning.
1.3(d)	No Change	Even after activating the Biometric Credential Logon <u>Authentication Service</u> , you can still use <u>access the Bank's online banking services by using (i) your Online Banking username and password to access our mobile banking services or (ii) your Mobile Token Password.</u>
1.3(e)	Deleted	<del>The Biometric Credential Logon Service can be activated within the Mobile App on any device that supports this functionality. You acknowledge and agree that you can only activate the Biometric Credential Logon Service on one device at a time which we will identify by way of a unique ID that is randomly generated for your device.</del>
1.3(f)	1.3(e)	You can deactivate the Biometric Credential Logon <u>Authentication Service</u> at any time in the settings function of the Mobile App <u>or by disabling the biometric authentication function in your Permitted Mobile Device.</u>
2.1	No Change	...To protect your privacy and assets, you agree to take steps to keep confidential and secure your Permitted Mobile Device, passwords, and bank or account related information and to prevent unauthorised use of your Permitted Mobile Device, including <del>but not limited to</del> , without limitation:
2.1(b)	No Change	be aware <del>that</del> <u>and cautious of</u> the probability of a false match of facial map <del>is different for</del> <u>possibly caused by twins and/or siblings that who</u> look like you. If you are concerned about this, you may <u>choose to use your Online Banking username and password to access our mobile the Bank's online banking services via our the Mobile App, or authenticate your identity for use of the Mobile Token using your Mobile Token Password;</u>
2.1(c)	No Change	<del>not avoid taking any action to disable</del> <u>disabling</u> any function provided by, and/or <u>not</u> agreeing to any settings of, your Permitted Mobile Device that would otherwise compromise the security of the use of the biometric authentication (e.g. disabling "attention-aware" feature for facial recognition);
2.1(e)	No Change	not to disclose or share your Permitted Mobile Device passwords or security codes <del>to</del> <u>with any other person or allow anyone access to your biometric credentials and/or biometric authentication function on your Permitted Mobile Device;</u>
2.1(g)	No Change	not to write down or record any device passwords <u>(e.g. the Mobile Token Password)</u> or security codes without <u>disguising them;</u>



# 客戶重要通知

## Important Notice to Customers



2.1(j)	No Change	inform the Bank as soon as reasonably practicable if you find out or believe that any of your passwords, PINs, <u>(including, without limitation, Mobile Token Password)</u> , Permitted Mobile Device have been compromised, lost, stolen, or accessed or used without your authorisation;
2.1(k)	No Change	<u>strictly</u> follow all security advice/measure/guidelines/ <u>instructions</u> provided to you by the Bank and/or the manufacturer of your Permitted Mobile Device that apply to your use of your Permitted Mobile Device from time to time;
2.1(m)	No Change	upon termination of the use of the Mobile App <u>and/or the Mobile Token</u> for any reason, remove the Mobile App <u>and/or the Mobile Token</u> from your Permitted Mobile Device; and
2.2	No Change	If you inform <del>us</del> <u>the Bank</u> that the security of your biometric credentials, Mobile Token or other security code has been compromised, <del>we reserve</del> <u>the Bank reserves</u> the right to require you to change the security code, re-register your biometric credentials or <u>suspend or</u> cease the use of the Biometric Credential <del>Logon</del> <u>Authentication</u> Service.
2.3	No Change	You shall be solely responsible for adopting, and shall be liable for any loss that results from any unauthorised use or disclosure <u>of the Mobile App, the Biometric Credential Authentication Service and/or the Mobile Token</u> due to your failure to adopt the appropriate safeguards (including <del>but not limited, without limitation,</del> to the measures in Clause 2.1 above).
3.1	No Change	You acknowledge that the biometric authentication function of your Permitted Mobile Device is not provided by <del>us</del> <u>the Bank</u> , and <del>we make</del> <u>the Bank makes</u> no representation or warranty as to the continued accessibility, security, accuracy, functionality or performance of the biometric authentication function <del>of</del> <u>on</u> your Permitted Mobile Device.
3.2	No Change	You acknowledge that the Biometric Credential <del>Logon</del> <u>Authentication</u> Service is for the purpose of your personal convenience. Your use of the Biometric Credential <del>Logon</del> <u>Authentication</u> Service is wholly at your own risk. The Biometric Credential <del>Logon</del> <u>Authentication</u> Service is provided on an "as is" basis. To the maximum extent permitted by <del>laws and regulatory requirements applicable to the Bank law,</del> the Bank disclaims all conditions, warranties (including <del>but not limited to,</del> <u>without limitation,</u> any warranties of merchantability, fitness for a particular purposes, accuracy and non-infringement of third party rights), representations or other terms which may apply to the Biometric Credential <del>Logon</del> <u>Authentication</u> Service, whether express or implied.

# 客戶重要通知

## Important Notice to Customers



3.3	No Change	<del>Unless we are prohibited under applicable law or regulatory requirements applicable to, the Bank, we will not be responsible for any loss you may suffer in connection with your use of the Biometric Credential <u>Logon Authentication Service</u>, your instructions to us the Bank or any unauthorised transactions made through or in connection with the Biometric Credential <u>Logon Authentication Service</u>.</del> <u>To the maximum extent permitted by applicable law or regulatory requirements applicable to, the Bank, we will not be responsible for any loss you may suffer in connection with your use of the Biometric Credential <u>Logon Authentication Service</u>, your instructions to us the Bank or any unauthorised transactions made through or in connection with the Biometric Credential <u>Logon Authentication Service</u>.</u>
3.4	No Change	<del>To the maximum extent permitted by applicable law, the Bank will not be liable for any act or omission, negligence or default, damages or losses (including, without limitation, loss or leakage of data), and causes of action, whether in contract, tort (including, without limitation, negligence), or otherwise arising in connection with the use of Biometric Credential <u>Logon Authentication Service</u>. The Bank shall not be liable for any error, interception, corruption, deletion or inaccuracy in the Biometric Credential <u>Logon Authentication Service</u> or for any person's use of, or reliance on or inability to use such Service, or any interruption or hindrance of or delay in the operation of the Biometric Credential <u>Logon Authentication Service</u>, any incomplete transmission, any circuit or system failure or any computer virus. The Bank shall not be responsible for any loss of profit, sales, business, revenue, business opportunity, goodwill or reputation, or any special, consequential or indirect loss or damage arising out of such act, omission, negligence or default with respect to the Biometric Credential <u>Logon Authentication Service</u>.</del> <u>To the maximum extent permitted by applicable law, the Bank will not be liable for any act or omission, negligence or default, damages or losses (including, without limitation, loss or leakage of data), and causes of action, whether in contract, tort (including, without limitation, negligence), or otherwise arising in connection with the use of Biometric Credential <u>Logon Authentication Service</u>. The Bank shall not be liable for any error, interception, corruption, deletion or inaccuracy in the Biometric Credential <u>Logon Authentication Service</u> or for any person's use of, or reliance on or inability to use such Service, or any interruption or hindrance of or delay in the operation of the Biometric Credential <u>Logon Authentication Service</u>, any incomplete transmission, any circuit or system failure or any computer virus. The Bank shall not be responsible for any loss of profit, sales, business, revenue, business opportunity, goodwill or reputation, or any special, consequential or indirect loss or damage arising out of such act, omission, negligence or default with respect to the Biometric Credential <u>Logon Authentication Service</u>.</u>
3.5	No Change	<del>You shall hold harmless and indemnify the Bank, its officers, employees, agents and any other persons appointed by the Bank against any claims, suits, actions, proceedings, losses, damages, obligations and/or liabilities which any of them may incur or suffer, and all costs and/or expenses of reasonable amount and reasonably incurred by any of them as a result of or in connection with (i) your failure to comply with these Terms; or (ii) your fraud, <u>willful misconduct</u> or gross negligence in your usage of the Biometric Credential <u>Logon Authentication Service</u>, <u>the Mobile Token and/or the Mobile App</u>.</del> <u>You shall hold harmless and indemnify the Bank, its officers, employees, agents and any other persons appointed by the Bank against any claims, suits, actions, proceedings, losses, damages, obligations and/or liabilities which any of them may incur or suffer, and all costs and/or expenses of reasonable amount and reasonably incurred by any of them as a result of or in connection with (i) your failure to comply with these Terms; or (ii) your fraud, <u>willful misconduct</u> or gross negligence in your usage of the Biometric Credential <u>Logon Authentication Service</u>, <u>the Mobile Token and/or the Mobile App</u>.</u>
4	No Change	<del>The Bank recognises the importance of respecting your privacy. <u>Your biometric credentials will not be stored or recorded by the Bank</u>. The Bank's <u>Personal Information Collection and Privacy Policy Statement and its Notice to Customers relating to the Personal Data (Privacy) Ordinance</u> provides information on how the Bank <u>collects, uses, shares</u> may collect, use, share, and <u>protects</u> protect</del> <u>The Bank recognises the importance of respecting your privacy. <u>Your biometric credentials will not be stored or recorded by the Bank</u>. The Bank's <u>Personal Information Collection and Privacy Policy Statement and its Notice to Customers relating to the Personal Data (Privacy) Ordinance</u> provides information on how the Bank <u>collects, uses, shares</u> may collect, use, share, and <u>protects</u> protect</u>

# 客戶重要通知

## Important Notice to Customers



		your personal data <del>related to any data</del> provided to the Bank, as well as the choices and <u>access and correction</u> rights you have in regard to your personal data.
5	No Change	The Biometric Credential <del>Logon</del> <u>Authentication</u> Service may be <u>suspended, terminated,</u> withdrawn or amended by the Bank at any time without prior notice or providing any reason. The Bank is under no obligation to continually provide the Biometric Credential <del>Logon</del> <u>Authentication</u> Service. The Bank may in its absolute discretion decide whether you are eligible to use the Biometric Credential <del>Logon</del> <u>Authentication</u> Service and <u>as the Bank considers appropriate, the Bank is entitled to suspend your use of the Biometric Credential</u> <del>Logon</del> <u>Authentication</u> Service or any part of it, or suspend your access to the Biometric Credential <del>Logon</del> <u>Authentication</u> Service without prior notice. The Bank's decision <u>in this regard</u> is final <u>and binding on you</u> . The Bank will not be responsible for any loss or damage suffered by you arising from such decisions.
6.3	No Change	These <u>Terms, the Customer</u> Terms and any document expressly referred to in them constitute the entire agreement between the Bank and you relating to your use of the Biometric Credential <del>Logon</del> <u>Authentication</u> Service. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms, <u>the Customer</u> Terms or any document expressly referred to in them.
6.4	No Change	If the Bank fails to insist that you perform any of your obligations under these Terms, or if the Bank does not enforce <del>our</del> <u>the Bank's</u> rights against you, or if the Bank delays in doing so, it will not mean that the Bank has waived its rights against you and that you do not have to comply with those obligations. If the Bank does waive a default by you, the Bank will only do so in writing, and that will not mean that the Bank will automatically waive any later default by you.
6.6	No Change	These Terms shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"). Disputes arising in connection with these Terms shall be subject to the <u>non-exclusive</u> jurisdiction of the Hong Kong courts.
6.8	No Change	The Bank may revise or replace these Terms and/or introduce additional terms and conditions <u>at any time and</u> from time to time in accordance with applicable laws or regulatory requirements applicable to the Bank. Any

# 客戶重要通知

## Important Notice to Customers



		revision, replacement or addition of <u>to</u> these Terms shall become effective subject to the Bank giving reasonable notice to <u>you, the Customer</u> which may be given <u>via by</u> physical or electronic means, <u>posting it on the Website or by such other means as the Bank thinks fit and/or taking any other legally action required action.</u> <del>To the extent permissible under by</del> applicable law, <u>any laws or regulatory requirements applicable to the Bank.</u> Any revised or additional Terms shall be binding on <u>you the Customer</u> if <del>you continue to</del> <u>the Customer continues to maintain or use or retain the Biometric Credential Logon Authentication Services</u> on or after the effective date of the revision, replacement or addition.
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Customers may contact our branch staff for a copy of the full version of the revised terms and conditions. For enquiries, please contact any of our branch staff or call customer service hotline at +852 277 95533 or visit [www.asia.ccb.com](http://www.asia.ccb.com).

The above amendments shall be binding on customers if they continue to use our Electronic Banking Services and/or Online Banking Services on or after the Effective Date. If customers decline to accept the above amendments, they have the right to terminate the use of the Electronic Banking Services and/or Online Banking Services in accordance with the respective terms and conditions before the Effective Date. Should customers wish to terminate their Electronic Banking Services and/or Online Banking Services, please notify us through the Customer Service Hotline.

The English version of this notice shall prevail if there is any discrepancy between the English and Chinese versions.

China Construction Bank (Asia) Corporation Limited  
July 2022