中国农业银行
AGRICULTURAL BANK OF CHINA
香港分行
HONG KONG BRANCH

中國農業銀行股份有限公司香港分行
Agricultural Bank of China Limited Hong Kong Branch
Incorporated in the People's Republic of China with limited liability

Terms and Conditions for Use of Mobile Banking Application
掌上银行应用程式条款及细则

By installing and using this mobile banking application (the **"App"**), you agree to be bound by these terms and conditions (the **"Terms and Conditions"**) which relates to the Bank's Mobile Banking Services. If you do not agree to these Terms and Conditions, you shall not continue to use the App and shall uninstall the App.
透过安装并使用本掌上银行应用程式(「本应用程式」)，阁下同意接受以下与银行之掌上银行服务有关的条款及细则的约束（「条款及细则」）。若阁下不同意条款及细则内容，阁下不应继续使用本应用程式并应将其移除。

These Terms and Conditions shall apply to any person (referred to herein as **"You"**) who accesses or uses any feature of the App in respect of any service provided by the Hong Kong Branch of Agricultural Bank of China Limited (the **"Bank"**) under or pursuant to the App.
本条款及细则适用于所有取得或使用任何应用程式功能的任何人士（于本文称为「阁下」），而应用程式功能是有关于由中国农业银行股份有限公司香港分行（「银行」）在本应用程式下或就应用程式提供的任何服务。

Your use of the App and the related services is entirely at your own risk.
阁下同意完全承担使用本应用程式及相关服务所产生的一切风险。

The Bank does not make any representation or warranty of any kind regarding the performance or operation of any device which you use to install or access the App (the **"Device"**).
银行并不对阁下用以安装或取得本应用程式之任何装置（「装置」）之表现或操作作出任何种类的陈述或保证。

You are responsible for the selection of the Device and for all issues relating to the operation, performance and costs associated with the Device (including any charges imposed by your internet service provider).
阁下须为阁下选择的装置及任何与装置之操作、表现及费用（包括阁下之网络供应商收取之任何费用）有关的所有问题负责。

You must not use the App on any device or operating system that has been modified outside the device or operating system vendor supported or warranted configurations. This includes devices that are "jail-broken" or "rooted".
阁下不可在装置或操作系统供应商支持或保修的配置以外曾被改装的装置或操作系统上使用本应用程式。这包括曾被「越狱」或「破解」的装置。

In consideration of you agreeing to abide by these Terms and Conditions, the Bank grants you a non-transferable, non-exclusive license to download and use the App on your Device for your personal purposes only. The Bank may revoke the license at any time without notice.
在阁下同意遵守本条款及细则的前提下，银行授予阁下不可转让及非专用特许于阁下的装置下载及使用本应用程式作阁下私人用途。惟银行有权在无需通知下于任何时候取消该特许。

You shall not use the App for any purpose which is unlawful, abusive, libelous, obscene, threatening or inappropriate in any other way.
阁下不可使用本应用程式作任何非法、滥用、诽谤、猥亵、恐吓性或任何其他不适当目的。

All trade marks, logos and service marks in the App are owned by the Bank and you are prohibited from using them without the prior written consent of the Bank.
本应用程式所列载的所有商标、标记及服务标记乃银行拥有，阁下在未经银行事先书面同意前不得使用该等商标、标记及服务标记。

Any products and services offered on the App may be limited to persons located or residing in a specified jurisdiction. In addition, the contents on the App may not be intended for persons located or residing in any jurisdiction that prohibits or restricts the distribution of such contents.
本应用程式提供的任何产品和服务或只限位于或居于特定司法管辖区的人士使用。此外，应用程式内的一切内容，不得流传予位于或居于禁止或限制发布该等内容的司法管辖区内的人士。

You are responsible for adequate protection and back up of data and/or equipment and for undertaking reasonable and appropriate precautions to prevent and scan for computer viruses or other destructive software in the Device.
阁下须负责为装置内的数据及/或设备作充分保护及备份，并负责于装置内采取合理而适当的预防措施以防止及扫描电脑病毒或其他有害软件。

You undertake to inform the Bank as soon as reasonably practicable if you know or suspect that any unauthorised person is able to use the Device to access the App.
阁下承诺若阁下知悉或怀疑任何未经授权人士透过装置取得本应用程式，阁下有责任在切实可行的情况下尽快通知银行。

The App is provided on "as is" basis and without any warranty or representation of any kind, whether express or implied. The Bank has no obligation to correct any bugs, defects or errors in the App, or to otherwise support, maintain, improve, modify, upgrade, update or enhance the App.
本应用程式是按「现状」提供，银行概不会作出任何明示或暗示形式的保证或陈述。银行并无义务改正本应用程式内的任何漏洞、缺陷或错误，或支援、维持、改善、更改、升级、更新或优化本应用程式。

Any information and materials contained in or provided by the App is provided on "as is" basis and without any warranty or representation of any kind, whether express or implied.
本应用程式内包含或提供的任何信息及材料是按「现状」提供。银行概不作出任何明示或暗示形式的保证或陈述。

Unless otherwise expressly stated, the information contained in or provided by the App is not intended to provide professional advice by the Bank and should not be relied upon in that regard. You are advised to obtain appropriate professional advice where necessary.
除非另有明文述及，本应用程式内包含或提供的任何信息并不旨在银行提供专业意见的用途而设及不应作为该用途的凭据。阁下如有需要，应寻求适当的专业意见。

You acknowledge and agree that messages sent over the internet cannot be guaranteed to be completely secure. You shall also bear the risk of any delay, loss, diversion, alteration or corruption of any message transmitted from or via the App.
阁下知悉并同意透过互联网传送的讯息并不能保证完全安全。阁下须承担源于或通过本应用程式送出的任何讯息之任何延误、损失、分歧、删改或损毁之风险。

Any instruction purported to be given by you via the App using your PIN (including any password or One Time Password) or other authentication method prescribed by the Bank from time to time can be relied on by the Bank and shall be binding on you.
银行可依凭任何透过使用阁下的个人密码(包括任何密码或一次专用密码)或银行规定的其他验证方法于本应用程式中下达的任何指令，而其对阁下具有约束力。

The Bank shall not at any time incur any liabilities to you in connection with any acts, omissions or circumstances at any time arising from or relating to the App (other than those liabilities

arising from gross negligence or wilful default of the Bank), including any liabilities which may arise from any delay, interruption, disruption, suspension of or related to the use of the App.
银行在任何时间均不会对由本应用程式产生或与其有关的任何作为、不作为或其他情况对阁下有任何责任，包括任何因或有关使用本应用程式的延误、干扰、阻碍或暂停而产生的责任，惟因银行严重疏忽或故意失责而产生的责任除外。

You acknowledge and agree that the Bank may collect, transmit, store, and use technical, location, and login or other personal data and related information, including but not limited to technical information about your Device, system and application software, and peripherals, and information regarding your location, that is gathered periodically to facilitate the provision of software updates, product support, and any other services to you related to, or in connection with, the App.
阁下知悉并同意银行可能收集、传送、储存、及使用技术、位置、及登录或其他个人数据及相关资料(包括但不限于有关阁下的装置、系统及应用程式软件、周边器材的技术性资料及关于阁下位置的资料)用作提供软件更新、产品支援、及其他各项提供予阁下或与本应用程式相关的服务。

You are responsible for all claims, damages, liabilities, fees, charges, costs and expenses of any kind arising from your use of the App, the Bank's reliance on the information provided by you for providing the App and any breach by you of these Terms and Conditions or any other right of the Bank or any other person.
凡因下述原因招致的全部申索、损害赔偿、债务、收费、费用、成本及开支须由阁下承担，包括阁下使用本应用程式、银行为提供本应用程式而依凭阁下所提供的讯息、以及阁下违反本条款及细则、侵犯银行或任何其他人士的任何其他权利。

You acknowledge and agree that in respect of any matter or transaction effected via the App, you are also bound by the Bank's General Terms and Conditions for Accounts, General Terms and Conditions for Investment Accounts, Supplemental Terms and Conditions for Accounts Using e-banking Services, the Bank's Notice to Customers relating to Personal Data (Privacy) Ordinance and any other applicable terms and conditions.
阁下知悉并同意就任何关于本应用程式的事项或透过其所做的交易而言，阁下均同时受银行的账户之一般条款、投资账户之一般条款、网上银行服务之补充条款、关于个人资料（私隐）条例致客户通知以及一切适用的条款及细则所约束。

Third party websites or resources
第三方网站或资源

The App may offer access to news services, market analysis, financial and market information, financial planning tools and/or other information (the "**Information"**) provided by persons other than the Bank and may provide reports compiled from Information in any form, medium or means.
本应用程式可能提供由银行以外人士以任何形式、媒体或渠道提供的新闻服务、市场分析、金融及市场资料、金融规划工具及/或其他资料 (「资料」)，亦可能提供以任何形式、媒体或渠道的该等资料编辑而成的报告。

The Information may be provided in the App or accessible via hyperlinks in the App to third party websites or resources (the **"Third Party Websites"**). The contents, accuracy, completeness, timeliness, opinions or views expressed, and other links provided via the Information or at these Third Party Websites are not investigated, verified, monitored, or endorsed by the Bank.

该等资料可能于本应用程式提供或透过应用程式中的链接到第三方的网页或资源(「第三方网页」)取得。该等资料或该等第三方网页的内容、准确性、完整性、适时、意见或发表的观点，均未经银行审查、核实、监察或认可。

The Bank expressly disclaims any responsibility for the contents, their availability or errors or omission of information found on the App or any of the Third Party Websites that link to or from the App.
银行明确声明不会对本应用程式或任何链接至本应用程式或从其链接的第三方网页的内容、其可用性或错误或资料遗漏承担任何责任。

You are solely responsible for making all enquiries and investigation before proceeding with any online or offline access or dealing with any person through the Third Party Websites. You understand and accept that all activities conducted by you via or in the App are at your own risk.
阁下与任何人士经由第三方网页作任何在线或离线浏览或进行交易前，须自行负责一切咨询及调查。阁下明白及接受透过或于本应用程式进行的所有活动之风险概由阁下承担。

The Bank does not warrant the security of any information that you may forward or provide to any person via the Third Party Websites.
银行并不对任何阁下可能透过第三方网页转发或提供予任何人士的资料的保安安全性作出保证。

The terms and conditions governing the use of the Third Party Websites and other Applications offered by other party may differ.
有关第三方网页及由第三方提供的其他应用程式的条款及细则可能会有差异。

You should carefully read the terms and conditions applicable to the Third Party Websites and other Applications before using or downloading them.
阁下在使用或下载第三方网页及其他应用程式之前，应仔细阅读适用的条款及细则。

You irrevocably waive any claim against the Bank for any loss, damage or expenses which you may incur or suffer arising from or in connection with any access to or interaction with any of the Third Party Websites via the App.
阁下不可撤销地放弃因透过本应用程式取得任何第三方网页或与之有关而阁下可能产生或蒙受的任何损失，损害或开支而对银行的一切索偿。

Miscellaneous
其 他 事 项

The Bank may at any time delete, replace, add or change any term of these Terms and Conditions by giving you notice (including by giving notice when you next launch the App).
银行可于任何时候给予阁下通知（包括可在阁下再次启动应用程式时发出通知）作出删除、替换、增加或更改本条款及细则内的任何条文。

No person other than you and the Bank will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any provisions of these Terms and Conditions.
除阁下及银行之外，没有其他人士有权按照《合约（第三者权利）条例》强制执行或享有本条款及细则中任何条文的利益。

These Terms and Conditions are governed by and construed in accordance with Hong Kong law and you agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.
本条款及细则受香港法律管辖并按其诠释，阁下同意接受香港法院的非专有司法管辖权管辖。

If there is any conflict between the English and Chinese version of these Terms and Conditions, the English version shall prevail.
若本条款及细则的英文版本及中文版本有任何歧异，概以英文版本为準。

Terms and Conditions for use of Biometric Authentication for Mobile Banking of Agricultural Bank of China Limited Hong Kong Branch
掌上银行应用程式生物认证条款及细则

"App" means the Bank's mobile banking application for providing Mobile Banking Services.
「**应用程式**」，指银行提供掌上银行服务的应用程式。

"Biometric Authentication" means the identity authentication function using any biometric credential (including fingerprint, facial map or any other biometric data), as the Bank may provide or accept from time to time under these Terms and Conditions.
「**生物认证**」，指银行不时按本条款及细则提供或接受的使用生物识别凭据（包括：指纹，面部图或其他生物识别数据） 的身份认证功能。

"Device" means the device which you use to install or access the App.
「**装置**」，指阁下用以安装或取得应用程式之任何装置。

You agree and acknowledge that the use of the Biometric Authentication provides an alternative means of verifying your identity for accessing and using the App.
阁下同意及知悉生物认证可作为在阁下取得及使用应用程式时验证阁下身份的替代途径。

To use the Biometric Authentication, you shall register your Device for the Biometric Authentication by completing such steps and requirements as designated by the Bank from time to time. This includes, but is not limited to, using your login name, login password and one-time password via the App to carry out the procedure for registering the Biometric Authentication and select the biometric credential stored in your Device to use the Biometric Authentication.

阁下应根据银行不时指定的步骤及要求，于阁下的装置登记使用生物认证。此包括但不限于透过应用程式使用阁下的掌上银行用户名、登录密码及一次性密码进行生物认证设置程序，选择储存于阁下的装置内的有关生物识别凭据以使用生物认证。

Upon successful registration, you agree to the use of the biometric credential registered on your Device to verify your identity for accessing and using the Bank's services via the App.
一经成功登记，阁下同意可使用已登记于阁下的装置内的生物识别凭据验证阁下身份，从而透过应用程式取得及使用银行的服务。

The Bank may designate or vary from time to time the scope and any features of the Biometric Authentication and its use without notice.
银行有权不时指定或更改生物认证的范围及任何特点及其用途，而不作另行通知。

Before you can use the Biometric Authentication, you shall activate the biometric identity sensor on your Device and register at least one of your biometric credentials to control access to your Device.
阁下使用生物认证前应先启动阁下装置上的生物识别传感器及登记最少一个阁下的生物识别凭据以控制取用阁下的装置 。

You acknowledge and agree that:
阁下知悉并同意：

(i) the Bank may verify your identity by the biometric credential registered on your Device as if it were you;
银行可以透过登记于阁下的装置上的生物识别凭据验证阁下的身份并可视该生物识别凭据为阁下；

(ii) you are required to keep the passwords for storing the biometric authentication information in your Device and registering the Biometric Authentication confidential;
阁下需要确保阁下的装置上用于储存生物认证资料及登记生物认证的密码保密；

(iii) all instructions received by the Bank and all transactions effected with your identity verified through the use of the Biometric Authentication shall be binding on you;
所有经由生物认证验证阁下身份后发送至银行的指示及进行的交易，均对阁下具有约束力；

(iv) upon successful registration for use of the Biometric Authentication, all biometric credentials stored on your Device registered for Biometric Authentication at the time of or after registration can be used to access and use the Bank's services via the App as if it were accessed and used by you. If the biometric credential (such as fingerprint of your particular finger or your particular face map) which is provided to the App at the time of your registration for use of the Biometric Authentication is not the only biometric credential stored on your Device, other biometric credential stored on the Device may be used for the Biometric Authentication. You shall ensure that only your own biometric credential is stored on your Device. If you store any other person's biometric credential or allow any other person's biometric credential to be stored on your Device, any person may use such other biometric credential to access and use the Bank's service via the App as if he were you. You are responsible for any acts (including giving any instructions to the Bank, operating any of your accounts and effecting any transactions) and consequences arising from or in connection with any person using such other biometric credential to access and use the Bank's services. All such instructions and transactions will be deemed to be given and effected by you and are binding on you.
一经成功登记使用生物认证，于登记当时或之后储存于阁下的装置上的所有生物识别凭据，均可被视为以阁下身份透过应用程式取得及使用银行服务。如阁下于登记使用生物认证当时提供予应用程式的生物识别凭据（例如阁下特定手指的指纹或面部图）并非唯一储存在阁下的装置上的生物识别凭据，装置上的其他生物识别凭据可被用作为生物认证之用。阁下应确保阁下的装置只储存阁下的生物识别凭据。如阁下在装置上储存任何其他人士的生物识别凭据或容许任何其他人士的生物识别凭据储存在阁下的装置上，任何人士或可使用该等其他的生物识别凭据而被视为以阁下身份取得及使用银行服务。
阁下须承担任何源于或有关于任何人士透过该等其他生物识别凭据取得和使用银行服务的一切作为(包括向银行发出任何指示、操作阁下的任何账户及进行任何交易)及所产生的后果。所有该等指示及交易将被视为由阁下提出及进行，并对阁下具有约束力 ；

(v) You may at any time login the App to cancel the Biometric Authentication. Please note that cancelling the Biometric Authentication of the App will not automatically cancel the biometric authentication information stored in your Device. Unless you use the relevant biometric authentication function of your Device to cancel the relevant biometric authentication information, your biometric authentication information will still be stored in your Device and may be used by other mobile applications of your Device. You may consider taking your own decision to delete the relevant information in accordance with the circumstances; and
阁下可在任何时候登入应用程式，自行取消掌上银行生物认证。请注意取消掌上银行的生物认证将不会自动删除储存在阁下的装置上的生物认证资料。除非阁下透过阁下的装置的有关生物认证功能删除有关资料，阁下的生物认证资料仍储存于阁下的装置上，而储存于阁下的装置上的生物认证资料可能会被阁下的装置上的其他程式使用。阁下可考虑因应情况自行决定删除有关资料;及

(vi) the authentication under the Biometric Authentication is performed by the App by interfacing with the biometric identity sensor module on the Device. The App will access the biometric identity sensor in your Device and obtain the necessary information to perform the authentication but the Bank will not collect or store your biometric credentials during or after the authentication process. You consent to the authentication process and the Bank's accessing and using the information obtained via the biometric identity sensor for such purpose.
生物认证下的认证是由应用程式与阁下的装置上的生物识别传感器互相衔接进行。应用程式会于阁下的装置上的生物识别传感器取得所需资料进行认证，但于认证过程中及之后银行并不会收集或储存阁下的生物识别凭据。阁下同意上述认证过程及银行取得及使用透过生物识别传感器获取的资料作认证之用 。

You shall take all reasonable security measures to prevent any unauthorized or fraudulent use of the Biometric Authentication, including:
阁下应采取所有合理保安措施， 防止生物认证遭未经授权使用或被用作欺诈用途，包括：

(i) you shall take reasonable precautions to keep safe and prevent loss or fraudulent use of your Device and your password for accessing the Bank's services. You shall observe any security recommendations provided by the Bank from time to time in connection with the use of the Biometric Authentication;
为取得银行服务，阁下应采取合理预防措施妥善保管阁下的装置及防止其遗失或被用作欺诈用途。阁下应遵守本行就使用生物认证不时提供的保安建议 ；

(ii) you shall not use the Biometric Authentication on any mobile device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations.
阁下不应在任何流动装置或操作系统供应商支持或保修的操作系统以外经改装的任何流动装置或操作系统上使用生物认证；

(iii) you shall not use facial recognition for authentication purpose if you have an identical twin sibling or you are aware of any person with your similar facial features;
如阁下有相同面孔的双胞胎的兄弟姊妹或如阁下注意到有任何人士拥有与阁下相似的面部特征，阁下不应使用面孔辨识功能作为认证方式之用；

(iv) you shall not use facial recognition for authentication purpose if you are an adolescent while your facial features may be undergoing a rapid stage of development;

如阁下为正值青少年时期，由于面部特征或处于迅速发育的阶段，阁下不应使用面孔辨识功能作为认证方式之用；

(v) you shall not take any action to disable any function provided by, or agree to any settings of, your mobile device that may otherwise compromise the security of the use of your biometric credential for authentication purposes (e.g. disabling “attention-aware” for facial recognition);
阁下不应于装置中停用或同意任何可能影响使用生物识别凭据作生物认证的保安的任何设定及功能（例如：于面孔辨识功能中停用能够感知用户注视的功能）；

(vi) if the biometric authentication information in, or other safety password of, your Device has been disclosed, you are required to, as soon as possible, change the safety password, re-register your biometric authentication information or cancel the Biometric Authentication of the App; and
如阁下的装置上的生物认证资料或其他安全密码被泄露，阁下需要尽快更改安全密码、重新登记阁下的生物认证资料或取消应用程序的生物认证;及

(vii) if the biometric authentication information record in your Device has been changed or your login password for accessing the App is changed, the Biometric Authentication of the App will be suspended. You are required to re-register or activate the Biometric Authentication of the App to use the Biometric Authentication. Furthermore, if you use a new Device to login the App, the Biometric Authentication of the App by the previous Device will be suspended.
如阁下的装置上的生物认证资料记录曾经变更或阁下于应用程序的登录密码已变更，阁下于应用程序的生物认证会被暂停。阁下需要重新登记或启用应用程序的生物认证方可使用应用程序的生物认证。此外，如阁下通过新的装置登入应用程序，阁下在旧装置上的应用程序的生物认证会被暂停。

The use of the Biometric Authentication will be provided on an "as is" and "as available" basis. The Bank does not warrant that the use of the Biometric Authentication will be available at all times, or that it will function with or be compatible with any electronic device, software, system or any of the Bank’s services.
生物认证是按「现状」及按「现有可予提供」之基础而提供。银行并不保证生物认证会在所有时候均可供使用，或可与任何电子设备、软件、系统或银行的其他服务一并使用。

You acknowledge that the biometric identity sensor module on your Device is not provided by the Bank. The Bank is not responsible for, and do not make any representation as to, the biometric identity sensor module or any biometric identity sensor technology in and in relation to your Device or the Biometric Authentication. The Bank does not give any warranty, whether express or implied, of any kind including any warranty of quality, accuracy or performance, merchantability, fitness for a particular purpose, title or non-infringement of right.
阁下知悉阁下的装置上的生物识别传感器并非由银行提供。银行并不为阁下装置或生物认证上或与之相关联的生物识别传感器或任何生物识别传感器科技负责及作出任何陈述。银行不会作出任何类型的明示或暗示的保证，包括就有关质量、准确性或性能、可商售性、特定用途的适用性、拥有权或不侵权的任何保证。

The Bank is not liable for any loss, damages or expenses of any kind which may be incurred or suffered by you arising from or in connection with your use of or inability to use the Biometric Authentication unless it is caused solely and directly by the Bank’s gross negligence or wilful default.

银行并不对阁下使用或无法使用生物认证而令阁下招致或蒙受或与之有关的任何种类的损失、损害或开支负责，惟因银行严重疏忽或故意失责而产生的责任除外。

No person other than you and the Bank will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any provisions of these Terms and Conditions.
除阁下及银行之外，没有其他人士有权按照《合约（第三者权利）条例》强制执行或享有本条款及细则中任何条文的利益。

These Terms and Conditions are governed by and construed in accordance with Hong Kong law and you agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.
本条款及细则受香港法律管辖并按其诠释，阁下同意接受香港法院的非专有司法管辖权管辖。

If there is any conflict between the English and Chinese version of these Terms and Conditions, the English version shall prevail.
若本条款及细则的英文版本及中文版本有任何歧异，概以英文版本为准。