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序。

"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序之任何装置。

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序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式的生物认证；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。