

# UniCard App Face and Touch ID Login and Authorization Terms and Conditions

These terms and conditions (the “Terms”) apply to, regulate and govern your use of the UniCard App Face ID and/or Touch ID Login and Authorization (“UniCard App ID” collectively) provided by UniCard Solution Limited (“We”, “Us”, “Our” and “Ours”). By binding and/or using UniCard App ID (whether Face ID, Touch ID or both), you are agreeing to accept and abide by these Terms. UniCard App ID is provided to You as part of Our prepaid card services and related electronic services. Accordingly, these Terms are in addition to, and shall be read in conjunction with, the UniCard MasterCard® Prepaid Card Terms and Conditions and UniCard App Terms and Conditions, both of which shall prevail over these Terms to the extent of any conflict or inconsistency.

## UniCard App ID

UniCard App ID is a mobile application provided and made available by Us to customers using certain mobile devices providing Face ID and/or Touch ID functions and running on either the iOS or the Android operating system. UniCard App ID may not function properly or at all if Your device has been jailbroken, rooted and/or has been installed any unauthorized application.

By binding and/or using UniCard App ID, you understand and agree that: (1) You are a cardholder of Our MasterCard prepaid card; (2) You must install the UniCard App on Your mobile device(s); (3) You must activate your UniCard App ID within the settings on Your mobile device, and have at least one fingerprint and/or facial profile set up on Your mobile device; (4) You will be asked to login the UniCard App with Your account name and password to precede the binding process; (5) Fingerprints and/or facial profiles stored on Your mobile device will be used as Your password to login the UniCard App; (6) You must ensure only Your fingerprints and/or facial profiles are stored and activated on Your mobile device; (7) All on device fingerprints and/or facial profiles can be used to login the UniCard App once the binding process has completed successfully; (8) Your login password shall be properly kept even if You have bound your UniCard App ID with Your mobile device; (9) You must provide Us authentic, complete, accurate and latest information when binding your UniCard App ID; and (10) You must inform Us forthwith if You are to change Your name, address, telephone number, mobile number and/or e-mail address. Your account name and

password are still valid and can be used to login the UniCard App.

## **LIABILITY**

If any fingerprint or facial profile bound by your UniCard App ID is used to login and access your account through the UniCard App, all subsequent activities carried out in your account through the UniCard App shall be deemed to have been carried out by you and/or with your authority and you shall be fully responsible for all such activities.

You agree and understand that: (1) the UniCard App ID is connected with the ID module on Your mobile device and all related authorization sequences; (2) by using the UniCard App ID, You agree to authorize Us to access and use all of Your fingerprints and facial profiles on Your mobile device for the purposes of the UniCard App ID; (3) You are fully responsible for the UniCard App login and for all subsequent activities carried out in your account through the UniCard App after such login (whether actually authorized by You or not); (4) You may terminate the UniCard App ID at any time after You login the UniCard App and the UniCard App ID may be terminated under any of the following scenarios: (a) You suspect that Your fingerprint, facial profile or password may have been stolen or your account may have been hacked; or (b) you are requested by Us to reset your password, re-bind your fingerprint and/or facial profile and/or terminate the UniCard App ID.

We expressly exclude any guarantee, representation, warranty, condition, term or undertaking of any kind, whether express or implied, statutory or otherwise, relating to or arising from the use of, the UniCard App ID or in relation to the processing of or any other matter in relation to any UniCard App ID request. Without prejudice to the generality of the foregoing, we do not make any statement in relation to, and/or guarantee, any of the following subjects: (1) the safety and function of every mobile device and ID module; (2) that the ID module functions as stated or claimed by the relevant provider; (3) that UniCard App ID can function properly or at all at any time; and (4) proper connection with any other electronic device, software, infrastructure or any of Our electronic services.

## **OTHER TERMS**

Unless required by any applicable law, We are not liable or responsible to You for any loss or damage caused by (1) Your usage or attempt to use the UniCard App ID; or (2) all transactions (whether actually authorized by you or not) which have been conducted through the UniCard App after the UniCard App ID has been used to login

your account. You may not decompile, reverse engineering, convert, translate, connect, modify, optimize, increase, decrease, or modify the UniCard App and its related services in any method. You will be responsible for and compensate Us for all reasonable claims, litigation, loss, damage and charges (including all legal expenses assessed on an indemnity basis) that are related to Your usage of the UniCard App ID.

### **Change of Terms**

Subject to the applicable laws, We may at anytime change or remove the terms and conditions of, or add new terms or conditions to, these Terms. We will post such changes on Our Website at <http://www.unicard.hk/>. As of the effective date included in any notice, the changed or new terms will apply to the UniCard App ID, including, without limitation, all transactions made using the UniCard App ID after such effective date. Notwithstanding the foregoing, advanced notice of any change may not be given if it is necessary to make any change immediately in order to maintain or restore the security of the UniCard App ID or any related payment or comply with applicable law. We may, in Our sole discretion cancel or suspend these Terms or any features or services of the UniCard App ID at any time, with or without cause, and without prior notice to You.

Effective Date: 15/01/2018