


## **Terms & Conditions - Touch ID/ IRIS/ Face Login/ Retina**

1. These terms and conditions ("Terms") apply to and regulate your use of the Mobile App "Touch Login" and "Face Login" service provided by The First MicroFinanceBank Limited ("the Bank" or "we" or "us" or "FMFB"). By undergoing the registration process to use the Mobile App by FMFB, Touch Login and Face Login service, or using the Mobile App by FMFB, Touch Login and Face Login service, you accept and agree to these Terms and Conditions. If you do not accept these Terms and Conditions, Touch Login and/or Face Login service (as the case maybe) SHALL NOT BE ENABLED ON YOUR [MOBILE DEVICE](#).
2. The words used in these terms and conditions have the same meanings as in standard terms and conditions of the Bank. However, "Permitted Mobile Device" means electronic equipment that we may enable for use with the Mobile App by FMFB, Touch Login or Face Login service from time to time and includes the operating system or software that the device operates on.
  - a. The Mobile App by FMFB, Touch Login and Face Login service is a service where you may use your fingerprint or face registered on a Permitted Mobile Device in lieu of your Mobile App by FMFB, login password as a security code to confirm your identity to access the Mobile Banking Application and services. By accepting these Terms you hereby permit the mobile banking application to use your fingerprint or face as a security code to confirm your identity.
  - b. The Mobile App by FMFB, Touch Login and Face Login service is provided as part of the Bank's electronic banking services, and accordingly:
    - i. These Terms & Conditions are in addition to and shall be read in conjunction with the Bank's other applicable terms & conditions and any other documents forming part of your agreement with Bank;
    - ii. In the event of any conflict or inconsistency, these Terms and Conditions shall prevail over any other terms or conditions incorporated by the Bank (only to the extent of such conflict or inconsistency)
3. You acknowledge and agree that in order to use the Mobile App by FMFB, Touch Login and Face Login service:
  - a. You are required to be a valid user of our mobile banking application and services;
  - b. You are required to install our latest version of the mobile app using a Permitted Mobile Device;
  - c. You are required to activate the fingerprint recognition and/ or face login function on your Permitted Mobile Device and register at least one of your fingerprints and/ or your face to control access to the Permitted Mobile Device;
  - d. You shall be required to undergo a registration process using your Mobile App by FMFB, login process to choose to use the fingerprints and/ or face you store on your permitted mobile device for accessing the mobile banking application and services (the "Registration"). Upon successful Registration, the fingerprints and/ or face (as the case maybe) stored on your Permitted Mobile Device shall be regarded as a valid security code and shall be used for login password.

- e. You are required to ensure that only your own fingerprint(s) and/or only your own face is stored on your Permitted Mobile Device to access the device and you understand that upon the successful Registration of your Permitted Mobile Device, any fingerprint or face that is stored onto your permitted mobile device shall be used to access mobile banking including access to your accounts; and
    - i. You are personally responsible to ensure the security of the security codes as well as the password or code that you can use to register your fingerprints or face on the Permitted Mobile Device.
4. In addition to the Mobile App by FMFB, Touch Login and Face Login service, you shall also be provided with the option to access the Mobile App using your Mobile Application login password.
5. Each time the mobile application detects the use of a fingerprint or face registered on a Permitted Mobile Device on which you are registered for the Mobile App by FMFB, Touch Login or Face Login service to access our mobile banking services or authorize transactions, you are deemed to have accessed the mobile banking services and/or instructed us to perform such transactions as the case may be.
6. You acknowledge that the authentication is performed by the mobile application by interfacing with the fingerprint or face authentication module on the Permitted Mobile Device and that you agree to the authentication process. All responsibility and liability with the functionality and accuracy of the fingerprint or face authentication lies solely with the manufacture of the Permitted Mobile Device. The Bank or Mobile Application by FMFB shall not at any time be held responsible for the functionality and accuracy of the fingerprint or face authentication.
7. You can deactivate the Mobile App by FMFB, Touch Login or Face Login service at any time using navigation menu of the mobile application after you have signed into the mobile application.
8. If you inform us that the security of your fingerprints, face or other security code has been compromised, we may require you to change the security code, re-register your fingerprints, face, cease the use of the mobile application and service or cease the use of the Mobile App by FMFB, Touch Login and/or Face Login service. Any report or request for deactivation of Mobile App by FMFB, Touch Login or Face Login service, due to loss of device or otherwise shall be made to help line of the bank on its contact center 0800  FIRST (34778) immediately.
9. You acknowledge and agree that, for the purposes of the Mobile App by FMFB, Touch Login or Face Login service, the mobile application shall be accessing the fingerprint or face registered in your Permitted Mobile Device, and you hereby consent to the Bank accessing and using such information for the provision of the Mobile App by FMFB, Touch Login and Face Login service.
10. You understand that you are personally required to protect your Permitted Mobile Device, unauthorized access or any unauthorized use of your Permitted Mobile Device to access

the Mobile App by FMFB Touch Login or Face Login service.

11. In addition to the disclaimers and exclusions of liability incorporated within other terms and conditions of the Bank, you agree to the following:

- a. You understand that the fingerprint and face authentication module of the permitted mobile device is not provided by the Bank, and we make no representation or warranty as to the security of the fingerprint or face authentication function of any permitted mobile device and whether it works in the way that the manufacturer of the device represents.
- b. We do not represent or warrant that the Mobile App by FMFB, Touch Login and Face Login service shall be accessible at all times, or function with any electronic equipment, software, infrastructure or other electronic banking services that we may offer from time to time.
- c. You shall indemnify us from all loss and damage, which we may incur in connection with any improper use of the Mobile App by FMFB, Touch Login or Face Login service. You shall be solely responsible for the protection of the Permitted Mobile Device and the password, and we shall not be responsible in case your account is accessed under force, duress or intimidation.
- d. UNLESS A LAW PROHIBITS US FROM EXCLUDING OR LIMITING OUR LIABILITY, WE ARE NOT LIABLE FOR ANY LOSS YOU INCUR IN CONNECTION WITH THE USE OR ATTEMPTED USE OF THE MOBILE APP BY FMFB, TOUCH LOGIN OR FACE LOGIN SERVICE, OR YOUR INSTRUCTIONS, OR ANY UNAUTHORIZED TRANSACTIONS THROUGH OR IN CONNECTION WITH THE MOBILE APP BY FMFB, TOUCH LOGIN OR FACE LOGIN SERVICE.