

**Terms and Conditions for the use of Biometric Authentication within Alipay Account and/or Alipay Wallet
(September 2021)**

1. These terms and conditions ("**Terms**") apply to and regulate your use of biometric information as a method of authentication ("**Biometric Authentication**") in connection with your access and/or use of the Alipay Wallet and/or Alipay Account, including in connection with transactions you make on the Platform Operator Website ("**Permitted Purposes**"), provided or facilitated by Alipay (Europe) Limited S.A. ("**Alipay**" or "**we**"). By undergoing the registration process to use the Biometric Authentication, or using the Biometric Authentication, you accept and agree to these Terms. If you do not accept these Terms, please stop using the Biometric Authentication.
2. The Biometric Authentication is a method where you may use your biometric information (which refers to unique physiological features that can be used to distinguish individuals, such as facial maps, fingerprints etc.) registered on your mobile device as a method of authentication to confirm your identity in connection with the Permitted Purposes.
3. You acknowledge and agree that in order to use the Biometric Authentication:
 - a. You must be a valid user of the Alipay Account or Alipay Wallet;
 - b. You must be using the Alipay Account or Alipay Wallet on a mobile device that supports biometric recognition function;
 - c. You will need to activate the relevant biometric recognition function (for example, facial recognition or fingerprint recognition) on your mobile device and register at least one of the relevant biometric recognition functions to control access to your mobile device;
 - d. You will be required to undergo a registration/activation process to choose to use the biometric information you store on your mobile device for the Permitted Purposes; upon the successful registration/activation process, the relevant biometric information stored on your mobile device will be used as a form of authentication we would require from you in connection with the Permitted Purposes;
 - e. You must ensure that only your biometric information is stored on your mobile device for the Permitted Purposes and you do not store anyone else's biometric information on your mobile device and you **understand that upon the successful registration/activation of the Biometric Authentication on your mobile device, any biometric information that is stored on your mobile device can be used for the Permitted Purposes;**
 - f. You shall not use facial recognition for authentication purpose if you have an identical twin sibling, in which case you are recommended instead to use other methods of authentication that we may provide from time to time, such as your Alipay Account or Alipay Wallet password and OTP that will be sent to the mobile number that you registered with us;
 - g. You shall not take any action to disable any function provided by, and/or agree to any settings of, your mobile device that would otherwise compromise the security of the use of your biometric information for the purposes of the Biometric Authentication (e.g. disabling "attention-aware" for facial recognition);
 - h. You shall keep your mobile device safe;
 - i. Once you have logged on to the Alipay Account or Alipay Wallet do not leave your mobile device unattended or let anyone else use your mobile device;
 - j. You shall log out of the Alipay Account or Alipay Wallet once you have finished using its services, and in particular not leaving the Alipay Account or Alipay Wallet running in the background whilst logged in (for example, whilst multi-tasking, or running other apps);
 - k. You shall follow all security measures provided to you by the manufacturer of your mobile device operating system that apply to your use of the Alipay Account or Alipay Wallet or your mobile device;
 - l. You shall undertake reasonable and adequate precautions to scan for computer viruses or other destructive properties;
 - m. **You shall ensure the security of your log-in details (including any username and password) that you can use to register your biometric information on your mobile device;**

- n. You may be responsible for unauthorised Payment Transactions made from and/or other activities carried out using your Alipay Account or Alipay Wallet if you have not kept your mobile device safe and followed the security precautions that we advise you to undertake from time to time including those set out in these Terms, or if the biometric information stored on your mobile device is not your own in the event that you have activated such authentication method on your mobile device and on your Alipay Account or Alipay Wallet; and
 - o. If you know or suspect that someone else has entered their biometric information onto your mobile device, or if your mobile device is lost or stolen, you must tell us without delay by calling us on such number as we specify from time to time.
4. **You must not use the Biometric Authentication on any device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations. This includes devices that have been "jail-broken" or "rooted". A jail broken or rooted device means one that has been freed from the limitations imposed on it by your mobile service provider and the phone manufacturer without their approval. The use of the Biometric Authentication on a jail broken or rooted device may compromise security and lead to fraudulent transactions. Use of the Biometric Authentication in a jail broken or rooted device is entirely at your own risk and Alipay will not be liable for any losses or any other consequences suffered or incurred by you as a result.**
5. You may still choose to access and/or use your Alipay Wallet and/or Alipay Account, including making transactions on the Platform Operator Website, by using your Alipay Account or Alipay Wallet username and password and/or any other methods of authentication we may provide from time to time.
6. Each time the Alipay Account or Alipay Wallet detects the use of a biometric information registered on a mobile device on which you have registered for Biometric Authentication for the Permitted Purposes (including authorising Payment Transactions and other activities within the Alipay Account or Alipay Wallet), you are deemed to have accessed and/or used the Alipay Account and/or Alipay Wallet and/or instructed us to perform such Payment Transactions or other activities as the case may be, subject to any additional method of authentication which we may require from time to time.
7. You acknowledge that the authentication is performed by Alipay by interfacing with the biometric information authentication module on your mobile device and that you agree to the authentication process. You understand that the biometric information authentication module of your mobile device is not provided by Alipay, and we make no representation or warranty, nor do we accept any liability, as to the security of the biometric information authentication function of your mobile device and whether it works in the way that the manufacturer of the device represents.
8. You can deactivate the Biometric Authentication at any time by using the Settings menu of the Alipay Account or Alipay Wallet once you are signed in.
9. If you inform us that the security of your biometric information has been compromised, we may require you to re-register your biometric information or cease the use of the Biometric Authentication.
10. You acknowledge and agree that, for the purposes of the Biometric Authentication, the use and processing of your biometric information will be conducted on your mobile device and its operation system only, and that neither we nor Alipay Wallet or Alipay Account will have access to your biometric information.
11. You understand the need to protect your mobile device and shall be responsible for all use of your mobile device (whether authorised by you or otherwise) in connection with the Biometric Authentication.
12. In addition to and without subtracting the disclaimers and exclusions of liability in the Alipay Europe Account User Terms and Conditions or the Alipay Wallet User Terms and Conditions (as applicable):
- a. We shall not be liable for any direct or indirect damages that may be caused by or in connection with the security level of the external procedures, methods and means of communication used or needed for the activation and use of authentication by biometric information, as these are primarily based on the choices and implementations of the device manufacturer or the manufacturers of the software and operating systems used on the device.
 - b. We do not represent or warrant that the Biometric Authentication will be accessible at all times, or function with any electronic equipment, software, infrastructure.

- c. To the maximum extent permitted by law, we and our affiliates shall not be liable for any loss, claims, costs and expenses, or damages you incur in connection with the use or attempted use of the Biometric Authentication, or your instructions, or any unauthorised transactions or activities through or in connection with the Biometric Authentication, and you agree to bear all risks related thereto.
 - d. You shall indemnify us and keep us indemnified against any consequences, claims, proceedings, losses, damages or expenses (including all legal costs on an indemnity basis) which are of reasonable amount whatsoever and howsoever caused (save and except for any direct loss or damages caused by negligence or misconduct on the part of us) that may arise to be reasonably incurred by us in providing the Biometric Authentication to you arising in connection with any improper use of the Biometric Authentication or your breach of these Terms.
13. We may make changes to these Terms in the event of changes in legal or regulatory provisions or in case law, changes in market practice or market conditions, changes to the functionality of the Biometric Authentication, changes to the business requirements of Alipay or to ensure compliance with applicable law or regulation, by posting an updated version on the Platform Operator Website. We will inform you of these changes via the Platform Operator Website. These changes shall take immediate effect unless we notify you otherwise. If you do not wish to accept these amendments, you can deactivate the Biometric Authentication in your Alipay Account/Alipay Wallet, before the changes come into force.
14. These Terms shall be read in conjunction with Alipay Europe Account User Terms and Conditions and the Alipay Europe Consumer Wallet User Terms and Conditions (as applicable) (which can be accessed via <https://global.alipay.com/docs/ac/Platform/grbv2q7a> and <https://global.alipay.com/docs/ac/Platform/bnt0sw>).

For the purposes of these terms

“Alipay Account” shall have the meaning given to it in the Alipay Europe Account User Terms and Conditions.

“Alipay Wallet” shall have the meaning given to it in the Alipay Europe Consumer Wallet User Terms and Conditions.

"Platform Operator Website" means the website or mobile application from which goods or services can be purchased from the AliExpress group of companies and from which you can also, among other things, register and create an Alipay Account and/or an Alipay Wallet.