

## **Terms and Conditions of Use :**

### **iAM Smart Application Programming Interfaces**

1. This document sets forth the Terms and Conditions (“the Terms”) for using iAM Smart Application Programming Interfaces (“iAM Smart API Services”) to be provided by the Government of the Hong Kong Special Administrative Region of the People’s Republic of China (“the Government”). As the provider of the online service accessing or using the iAM Smart API Services (“the Online Service”), you or your company, partnership, association or other organisation (“you”) agree to be legally bound by the Terms set out herein as may be varied, modified, deleted, added to, and/or supplemented from time to time by the Government at its absolute discretion without liability by giving you a prior notice in a manner considered appropriate by the Government. The most up-to-date revised Terms shall supersede any previous versions of the Terms.

#### **Background of iAM Smart API Services**

2. iAM Smart is a single digital identity for individual Hong Kong residents to conduct online transactions with the Government and commercial entities.
3. iAM Smart API Services are provided to Online Service by the Government for authentication, and/or digital signing, and/or form filling purpose using e-ME user profile by an iAM Smart user.
4. For the avoidance of doubt, Online Service means the service accessing or using iAM Smart API Services, regardless of whether the service is for use by the public or internal users of your company/organisation.

#### **Authentication**

5. iAM Smart supports two-factor authentication. The first factor is the mobile device which is bound to an iAM Smart account. The second factor is the biometrics of the iAM Smart user to be authenticated by the built-in biometric authentication function of the mobile device. You can use iAM Smart API Services to perform user authentication in or for the Online

Service.

### Digital Signature

6. iAM Smart system will issue a recognized digital certificate (“iAM Smart-Cert”) for a user who has completed his/her iAM Smart registration in-person in designated iAM Smart registration points. The iAM Smart-Cert will be associated with the user’s iAM Smart account. You can use iAM Smart API Services to ask users with iAM Smart-Cert to perform digital signing with legal backing under the Electronic Transactions Ordinance (Cap. 553) for handling statutory documents and procedures for the Online Service.
7. The operations of iAM Smart-Cert follow the Certification Practice Statement (“CPS”) of iAM Smart-Cert issued by the Hongkong Post Certification Authority.

### Provision of e-ME user profile for form filling

8. An iAM Smart user can enable e-ME, a form filling function under iAM Smart, by providing personal information, such as name, Hong Kong Identity Card number, date of birth, mobile number, residential address, marital status, etc., in his/her e-ME profile. You can use iAM Smart API Services to enable such iAM Smart user to fill in online form of the Online Service by retrieving the personal information from the e-ME profile upon obtaining his/her consent.

### **Application for and Subscription of iAM Smart API Services**

9. Prior to accessing or using the iAM Smart API Services, you must complete the application procedure. Failure to provide information requested may result in a rejection of your application. In order to access or use the iAM Smart API Services, you must obtain credentials, including any related security keys, client identification, to access any relevant production environment (“Access Credentials”).
10. The application shall be explicitly approved by the Government prior to the production use of the iAM Smart API Services by the Online Service

covered in the application form. The Government may decline any application where the Online Service provider fails to meet the prerequisites and/or criteria for using the iAM Smart API Services, including but not limited to any failure to demonstrate the rightful use of the iAM Smart API Services according to API Standards and Guidelines.

11. API Standards and Guidelines means the documentation, standards and/or guidelines concerning the iAM Smart production environment and iAM Smart API Services which are from time to time published by the Government or notified by the Government to you.
12. You must promptly provide the Government with written notice of any change to any information in support of or relevant to your application provided to the Government. You agree that you may be required by the Government to recomplete all or part of the application procedure in the case of a change to such information.
13. You represent, warrant and undertake to the Government that any information, communication or material submitted to the Government through the application for iAM Smart API Services is complete, true and accurate and not misleading, incomplete or false in any respect.

### **Fees**

14. The iAM Smart API Services are currently provided for free, but the Government reserves the right to charge for using the iAM Smart API Services in future.
15. The Government may review the charging model or fee for your use of the iAM Smart API Services from time to time and may charge you a reasonable fee or change such fee with prior notice of not less than 30 calendar days.

### **Use of iAM Smart API Services**

16. You represent, warrant and undertake that each person accessing and/or using the iAM Smart API Services on your behalf is duly authorised by you to do so. You must check and verify the identity and entitlements of any person(s) accessing and/or using on your behalf the iAM Smart API

Services on a regular basis.

17. You must only use the Access Credentials in the Online Service and not disclose, lend or transfer the Access Credentials to any third party.
18. You must only access (or attempt to access) and use the iAM Smart API Services by the means described in the API Standards and Guidelines.
19. The Government reserves the right to change, vary, modify, update the iAM Smart API Services from time to time, with prior notice of not less than 30 calendar days or of a period the Government considers reasonable, save for the addition of new endpoints or fields of the iAM Smart API Services, which may be done without any prior notice. The Government is not liable to you or any other party for any loss or damage whatsoever arising from or in connection with the exercise of such rights.
20. In the event of a deprecation of the iAM Smart API Services, for example due to critical security issues, or new and better alternatives, the Government may require you to migrate to the new version of iAM Smart API Services within a period of time specified by the Government. Where practicable, the Government will send prior notification of such event to the person authorised by you to receive such notice. The Government is not liable to you or any other party for any loss or damage whatsoever arising from or in connection with the exercise of such rights.
21. The iAM Smart system keeps minimum records and information related to the transactions on the iAM Smart API service usage as are necessary solely for the Government's internal logging purpose. Such records and information do not keep details of the transactions. It is your sole responsibility to keep your own records and information related to the transactions for the Online Service involving the iAM Smart API Services. You will have to follow the prescribed authorisation procedures and obtain the consent from the concerned user for accessing the transaction log information.

### **Suspension and Termination of the iAM Smart API Services**

22. The Government reserves the right to refuse, limit, suspend, restrict access

to, or terminate the iAM Smart API Services by the Online Service at any time at the Government's absolute discretion without giving any reason or prior notice whatsoever if you and/or each person accessing and/or using the iAM Smart API Services on your behalf commit a breach of any part of the Terms, or if the Online Service is not in accordance with any part of the Terms. The Government is not liable to you or any other party for any loss or damage whatsoever arising from or in connection with the exercise of such rights. At the request of the Government, you and/or each person accessing and/or using the iAM Smart API Services on your behalf must forthwith stop any access to and/or use of the iAM Smart API Services, and remove any parts in your applications and/or web sites which are directly or indirectly accessing or using the iAM Smart API Services.

23. Even after suspension or termination of your subscription of the iAM Smart API Services, you remain responsible for any action, omission or delay whatsoever by you and/or each person accessing and/or using the iAM Smart API Services on your behalf whether before or after the suspension or termination. The Terms that by their nature are continuing shall survive such suspension or termination.

### **Maintenance of the iAM Smart API Services**

24. The Government may carry out scheduled or unscheduled maintenance, upgrades or enhancements to the iAM Smart system from time to time. You acknowledge and agree that such activities may result in suspension, and/or reducing the availability or performance of the iAM Smart API Services. Where practicable, the Government will send prior notifications of such events to the person authorised by you to receive such kind of notice. The Government is not liable to you or any other party for any loss or damage whatsoever arising from or in connection with the exercise of such rights.

### **Limitation of Liability of the Government**

25. The iAM Smart API Services are provided on an "AS IS" and "AS AVAILABLE" basis only. Your access to and use of the iAM Smart API Services are at your own risk. In particular, the Government does not make

any express or implied warranty or representation as to the accuracy, completeness, validity, fitness for a particular purpose, reliability, security or timeliness of the information provided by iAM Smart API Services. The Government will not be liable for any errors in, omissions from, or misstatements or misrepresentations (whether express or implied) concerning any such information.

26. The Government will not have or accept any liability, obligation or responsibility whatsoever for any loss, consequential loss, destruction or damage however arising from or in respect of any use or misuse of or any reliance on the iAM Smart API Services, any interruption or inability to access or use the iAM Smart API Services, or any transmission from you to the Government or vice versa over the Internet, whether in contract, tort, breach of statutory duty or otherwise.
27. Verification of some personal particulars on the Hong Kong Identity Card (“HKIC”) of an iAM Smart user, namely the HKIC number, English name, date of birth, and sex, will be made against records in the Immigration Department of the Government during registration and on a regular basis after registration. As an iAM Smart user can change these personal particulars that appear on his/her HKIC from time to time and there may be a time gap before such changes can be reflected in the iAM Smart system, the Government does not guarantee that these personal particulars provided by the iAM Smart API Services, if any, are consistent with the records in the Immigration Department of the Government at the time of provision.
28. Except the personal particulars on the HKIC of an iAM Smart user as mentioned in Clause 27, no verification will be made by the Government of any other data on the e-ME profile of an iAM Smart user and the Government does not guarantee the accuracy, correctness or validity of those data.
29. In the event of dispute between you and any iAM Smart user, you should contact that iAM Smart user for any resolution or remediation. The Government will not have or accept any liability, obligation or responsibility whatsoever for any loss, consequential loss, destruction or damage arising from the dispute between you and any iAM Smart user.

## **Your Responsibilities**

30. You must use the iAM Smart API Services only for purposes that are permitted by the Terms and by the laws of the Hong Kong Special Administrative Region (“HKSAR”) of the People’s Republic of China.
31. You must display the relevant name of “iAM Smart” (including its Chinese name 「智方便」), iAM Smart logos and user interface items related to the iAM Smart API Services provided to you by the Government and identify iAM Smart prominently as the services accepted by you within the Online Service, your application programme, your website and/or any other material published and such information must be displayed whenever the iAM Smart API Services are being featured. Upon termination of the iAM Smart API Services, all of your rights to display or otherwise use the name of “iAM Smart”, iAM Smart logos and user interface items must cease immediately.
32. Whether before, during or after the expiry or termination of your use of the iAM Smart API Services, you must not use such name of “iAM Smart”, iAM Smart logos and user interface items in any document, publication, advertisement or publicity material other than for the purpose stated in Clause 31 without the prior written consent of the Government.
33. You must submit to the Government for approval all the proposed advertising or other publicity material relating to “iAM Smart” wherein “iAM Smart” is mentioned or language used from which a connection with “iAM Smart” can reasonably be inferred or implied.
34. Notwithstanding any consent or approval given, whenever required by the Government, you must remove all advertisement and publicity material relating to the “iAM Smart” wherein “iAM Smart” is mentioned or language used from which a connection with “iAM Smart” can reasonably be inferred or implied.
35. You must allow the Government to monitor your use of the iAM Smart API Services for service improvement, verification of compliance with the Terms, security, and any other reasonable purposes. Such monitoring may include examining API calls from the Online Service, for example to

identify security issues that could affect the iAM Smart system or its users. The Government may collect and use usage data and information related to your use of the iAM Smart API Services. You must not interfere with such monitoring.

36. You must not use the iAM Smart API Services –

- (a) in any way or for any purpose that is illegal;
- (b) to upload or transmit any information or software which contains any computer viruses, worms, Trojan horses or any other intrusive or harmful computer codes, programs or files;
- (c) to access, use, break into, or attempt to access, use or break into any other parts of iAM Smart system and/or data areas which you have not been authorised to use; and
- (d) in any way that contravenes or infringes upon the Government's rights or the rights of any third party (including Intellectual Property Rights).

37. You must not do or attempt to do the following (or any of them) –

- (a) engage in any activity that interferes with or disrupts the iAM Smart API Services, websites, software or servers or networks through which they are provided;
- (b) modify, copy, reproduce, download, re-publish, sell, re-sell, rent, lease, licence, loan, distribute, charge or otherwise deal in or encumber the iAM Smart API Services, nor create derivative works based on the APIs, websites, software of or related to the iAM Smart API Services without prior consent from the Government;
- (c) decompile, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add or delete or in any way tamper with the iAM Smart API Services or any part of them, including any code, APIs, websites, application programmes, software or take any action which would allow someone else to do any of the above, including letting someone else



access the iAM Smart API Services, APIs, websites, application programmes or software;

(d) install, import or transmit any disabling codes, or malicious instructions, codes, techniques or devices capable of disrupting, disabling, damaging or shutting down the iAM Smart API Services, APIs, websites, application programmes, software or any of the iAM Smart systems;

(e) upload viruses, worms, defects, Trojan horses, or malicious code, or do anything that could disable, overburden or impair the proper working of the iAM Smart API Services;

(f) store personal data unless expressly authorised to do so by the data subject and in compliance with applicable laws and regulations;

(g) use any information about iAM Smart users obtained through your use of the iAM Smart API Services for purposes unrelated to the Online Service provided under the Terms;

(h) disclose any information about iAM Smart users obtained through your use of the iAM Smart API Services to any third party unless with the consent of the relevant iAM Smart user and/or acting in compliance with applicable laws and regulations;

(i) state your use of the iAM Smart API Services as a partnership with, sponsorship by or endorsement by iAM Smart without the Government's prior written approval; and

(j) charge any fees or surcharges on your customers or any person to use iAM Smart.

38. You must not engage in any activity that is unlawful, fraudulent, improper, unauthorised, harassing, discriminatory, libelous, abusive, threatening, harmful, vulgar, illegal, immoral, related to gambling, related to dissemination of obscene, indecent or violent materials or otherwise objectionable manner or in any way that may be adverse, harmful or detrimental to the Government's rights (including Intellectual Property Rights) or interests or in any manner that could constitute criminal offence,

give rise to civil liability or cause any regulatory issues. The decision of the Government as to what constitutes such activities are final and conclusive.

39. You must be solely responsible for the following –
- (a) verifying any information before sending, relying or acting on it;
  - (b) obtaining independent professional advice on issues like legal, tax and other issues which affect you in connection with your use of the iAM Smart API Services or the Terms;
  - (c) the use of the iAM Smart API Services and/or any requests initiated by you or any person with the correct password or credential (whether or not authorised by you); and
  - (d) the breach of any of the Terms including any warranty, representation or undertaking.
40. It is your sole responsibility to implement your own control procedures in the Online Service as appropriate with due considerations to legal requirements and your business requirements when using the iAM Smart API Services for a specific group of Hong Kong residents (e.g. specific age groups).
41. For an iAM Smart user who is a minor aged from 11 to 17, while consent has been obtained during registration of iAM Smart from his or her parents or persons with parental responsibilities (“Relevant Person”) for the minor's registration and making the minor to be bound by the terms of use of iAM Smart, no further consent would have been obtained from the Relevant Person for the minor to use iAM Smart. It is your sole responsibility to decide whether the Online Service is eligible for all iAM Smart users, including minors. It is also your sole responsibility to implement the necessary control procedures as appropriate.
42. By using the iAM Smart digital signature function as described in Clause 6 in or for the Online Service, you are the relying party of iAM Smart-Cert as stated in the CPS. By accepting these Terms, you agree to the practices

and standards stated in the CPS including but not limited to the obligations, warranties and representations of the relying party of iAM Smart-Cert.

43. The iAM Smart digital signature function as described in Clause 6 is also available for minors. Such digital signature is generated using the minor's "iAM Smart-Cert (Minor)". It is your sole responsibility to consider whether to accept such digital signatures of minors.

### **Indemnity**

44. You must indemnify and keep indemnified the Government against all claims, actions, proceedings, liabilities, demands, charges, damages, costs, losses or expenses arising out of or resulting from the performance or attempted performance of, the use or attempted use of the iAM Smart API Services to the extent that the same are or have been caused by any negligent or reckless conduct, wilful misconduct, omission, defamation, breach of statutory duty or breach of any of the Terms by you. This provision survives suspension or termination of your subscription of the iAM Smart API Services.

### **Language of the Terms**

45. The English version of the Terms shall prevail in the event of a conflict with other language versions, if any.

### **Protection of Personal Data**

46. You can request or collect personal data of iAM Smart users from the iAM Smart API Services upon user's consent in accordance with the requirements under the Personal Data (Privacy) Ordinance ("PD(P)O") (Cap. 486). After the personal data is transferred to you, you, as the data user, undertake to ensure the personal data are held, processed and used in accordance with the PD(P)O. This includes but is not limited to giving a personal information collection statement setting out clearly how you will collect, use and process the personal data of the iAM Smart users concerned.
47. You must not store personal data unless expressly authorised to do so by the data subject.

48. You must only request access to the minimal function that is necessary to implement the Online Service and limit access to the minimum amount of data needed.

### **Intellectual Property Rights**

49. The Government owns the Intellectual Property Rights subsisting in the name of “iAM Smart” (including its Chinese name 「智方便」), APIs, documentation, logos, user interface items, compilation of information or data, and any designs and works accessible by you in the iAM Smart API Services (“Works”), other than those of which the Intellectual Property Rights belong to third parties such as the materials or information provided by the iAM Smart user. Except as expressly permitted in these Terms or otherwise authorised by the Government or the relevant third parties, any copying, use or commercial exploitation of, or any acts restricted by copyright under sections 22 to 29 of the Copyright Ordinance (Cap. 528) in relation to, the Works or the third parties’ works, or any part thereof, are prohibited.
50. “Intellectual Property Rights” in these Terms means patents, trade marks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs or processes, and other intellectual property rights whether now known or to be created in future (of whatever nature and wherever arising) and in each case whether registered or unregistered and including applications for the grant of any such rights.

### **Confidentiality**

51. You must use all information and data (including without limitation any personal data, identification information and code) obtained from the iAM Smart API Services (“Confidential Information”) solely for the purposes contemplated by these Terms. You must not, use (or allow to be used) the Confidential Information for any other purposes without the Government’s prior written consent. This does not apply to disclosure of Confidential Information if: (i) such Confidential Information is or becomes public knowledge other than as a result of disclosure by you in breach of the Terms;

or (ii) such disclosure is made in circumstances where such disclosure is required pursuant to any laws of Hong Kong or an order of a court of Hong Kong; or (iii) with the prior consent in writing of the Government. This provision survives suspension or termination of your subscription of the iAM Smart API Services.

### **No Waiver**

52. No act, omission, failure or delay by the Government to exercise or enforce any right shall operate as a waiver of such right, nor will any single, partial or defective exercise of any right preclude any other or further exercise of it or the exercise of any other rights.

### **Interpretation**

53. The interpretation and construction of these Terms will be subject to the following rules, except where the context makes it clear that a rule is not intended to apply –

(a) in these Terms, unless the context otherwise requires, the singular includes the plural and vice versa.

(b) the word "or" will not be exclusive.

### **Severability**

54. If at any time, any provision of the Terms is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the remaining provisions of the Terms shall not be affected or impaired thereby.

### **Relationship of the parties**

55. The Terms shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Government and you other than the contractual relationship expressly provided in the Terms.

### **Contracts (Rights of Third Parties) Ordinance**

56. The parties hereby declare that nothing in the Terms confers or purports to confer on any third party any benefit or any right to enforce any term of the Terms pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623).

### **Governing Law and Jurisdiction**

57. The Terms shall be governed by and construed in accordance with the laws of HKSAR. Each of the parties hereto agrees to be subject to the exclusive jurisdiction of the courts of HKSAR.

*Last Revision Date: 1 March 2021*