

The Terms and Conditions for Adopting the Step-up Authentication Service of “iAM Smart”

1. Introduction

- 1.1. The Terms and Conditions for the Step-up Authentication of “iAM Smart” (“T&Cs”), as revised from time to time, govern the adoption and use of the step-up authentication service of “iAM Smart” (“Service”) provided by the Government of the Hong Kong Special Administrative Region (“Government”) for eligible organisations which have been approved by the Government for the use of the Service (“Adopters”), including Government bureaux and departments (“B/Ds”), related public organisations and other private organisations as the Government may in its sole discretion permit.
- 1.2. The Adopter shall comply with the T&Cs and any and all other terms as may be notified by the Government in relation to the use of the Service.
- 1.3. By accessing, using or linking to the Service, the Adopter is deemed to have unconditionally accepted the T&Cs. If the Adopter does not agree with the T&Cs, please do not access, use or link to the Service. Continued access, or use of, or linking to the Service by the Adopter shall constitute acceptance of the T&Cs. The latest T&Cs shall supersede any previous versions of the T&Cs accepted by the Adopter. The Adopter may check and review the T&Cs via our website (<https://www.iamsmart.gov.hk/en/tech-detail.html>).
- 1.4. The Government reserves the right to reject any application for the use of the Service, and to suspend, limit or revoke an Adopter’s right of accessing to or using of the Service at any time, with or without cause and with or without notice, in addition to any other rights of suspension or termination by the Government as permitted under the T&Cs.

2. Governance and Compliance

2.1. The Adopter shall comply with:

- (a) Technical standards and security standards issued by the Government in relation to the Service, including but not limited to technical specifications, integration requirements, message content displayed to users, security requirements and control, as amended or updated from time to time;
- (b) Applicable data protection and privacy laws in relation to any personal data it submits to or obtains through the Service, including but not limited to the collection, use, retention and cross-border transfer; and
- (c) All laws, regulations and regulatory guidelines applicable to the Adopter's specific industry sector, including but not limited to anti-money laundering, counter-terrorist financing and financial regulations.

2.2. The Government may request from the Adopter information, records or evidence demonstrating compliance with the T&Cs, including but not limited to rate-limit controls, security measures and incident response.

2.3. The Adopter shall co-operate with any compliance or technical review, and shall implement remedial measures requested by the Government within a reasonable timeframe.

3. Service Availability and Maintenance

3.1. The Government may, at its discretion, conduct scheduled maintenance, upgrades or tests that may result in temporary unavailability or degradation of the Service.

3.2. Scheduled maintenance windows may be notified in advance where practicable; however, the Government is under no obligation to align maintenance schedules with any individual Adopter's operational requirements.

- 3.3. Unscheduled downtime, emergency maintenance and service interruptions may occur without prior notice.
- 3.4. No service-level commitments or uptime guarantees are provided.

4. Rate Limiting and Monitoring

- 4.1. Each Adopter shall operate within the rate limits (expressed in transactions per second) applicable to requests to the Service as determined by the Government at its sole discretion, taking into account the overall system capacity, stability, fairness among all Adopters and possible risks. The Adopter shall also implement the same rate limits control in its online service and shall not rely solely on its own workload estimates.
- 4.2. All error messages and responses, including those related to rate-limit breaches or throttling, shall be defined in accordance with the technical standards issued by the Government. The Adopter shall implement appropriate handling of such responses in its systems in consultation with the Government.
- 4.3. The Government may monitor and log all requests, responses, errors and performance metrics related to the Adopter's use of the Service for purposes including but not limited to capacity planning, troubleshooting, security and compliance.
- 4.4. Exceedance of rate limits, abnormal traffic patterns or misuse of the Service may result in manual intervention by the Government, including but not limited to temporary blocking, throttling or suspension of the Adopter's access of the Service without prior notice.
- 4.5. The Adopter acknowledges and agrees that usage exceeding or attempting to circumvent rate limits may be considered misuse of the Service. The Government has the full and absolute discretion to decide whether the Adopter violates the T&Cs.

5. Manual Degradation and Overload Protection

- 5.1. To protect overall system stability, the Government may, at any time, reduce or downgrade the effective rate limits applicable to one or more Adopters, such as introducing additional throttling without prior notice.
- 5.2. The Adopter acknowledges and accepts that such adjustments may occur without prior notice, and shall design its systems and user journeys to tolerate degraded performance or reduced throughput from the Service.

6. Integration Obligations

- 6.1. The Adopter shall implement industry-standard security controls to protect its integration with the Service, including but not limited to secure storage of authentication credentials for application-layer encryption, transport-layer encryption, and appropriate access control and logging. A security risk assessment shall be performed by an independent information technology (IT) security team, with recognised qualifications related to IT security, to ensure necessary security measures and controls are implemented properly. Upon request by the Government, the Adopter shall provide the security risk assessment report for checking by the Government to ensure that there is no IT security risk associated with the integration with the Service. The Adopter shall also regularly test the effectiveness of such security measures.
- 6.2. The Adopter shall promptly report to the Government of any actual or suspected security incident or data breach relating to its use of the Service, and shall co-operate in investigation and remediation.

7. Prohibited Activities

- 7.1. The Adopter shall use the Service only for lawful purposes and shall not:
- (a) use the Service for any scenario or case which has not been approved by the Government;
 - (b) use the Service for any illegal, fraudulent, misleading, abusive or unauthorised purpose;
 - (c) do or attempt to reverse engineer, decompile, alter, delete or otherwise access or tamper the underlying source code or infrastructure of the Service;
 - (d) do anything to exploit, interfere or disrupt the Service includes but not limited to conduct penetration testing, load testing or vulnerability scanning of the Service without prior written consent;
 - (e) introduce malware, harmful code or vulnerabilities into the Service or related infrastructure;
 - (f) use any automated means to circumvent authentication, rate limits or other technical controls;
 - (g) use the Service for any purpose or application that constitutes, promotes or is used in connection with spyware, adware or any other malicious programs or code; or
 - (h) use the Service in a manner that adversely impacts the stability of “iAM Smart”, including in relation to breaches of any access rate limits or using any unauthorised third party tools, services or plug-ins on the Service.

8. No Liability and No Warranties

- 8.1. The Adopter shall acknowledge and agree that the Government accepts no liability for any loss, damage, cost or claim arising out of or in connection with:
- (a) any failure, malfunction or defect of the Service;

- (b) any scheduled or unscheduled downtime or unavailability;
 - (c) any inaccuracy, incompleteness or delay in any data or result produced by the Service;
 - (d) improper or unauthorised use of the Service; or
 - (e) the Adopter's use of this Service in breach of the T&Cs.
- 8.2. The Adopter shall acknowledge and agree that any transaction is formed solely between the Adopter and the relevant Adopter's user. Except as otherwise expressly specified under the T&Cs, the Government has no obligation in relation to any transactions, and the enforcement of any obligations arising out of a transaction is the responsibility of the Adopter and/or the Adopter's user.
- 8.3. The Government does not assume any responsibility for the Adopter's legal or regulatory obligations, and no regulatory approval or endorsement is implied by providing access to the Service.

9. User Acknowledgement and Flow-down Arrangement

- 9.1. Where an Adopter adopts the Service, the Adopter shall obtain and maintain written confirmation that its users have agreed that
- (a) the Government accepts no liability under any circumstances; and
 - (b) acknowledgement has been made that the Service may be unavailable or inaccurate.
- 9.2. The Adopter is solely responsible for ensuring that the user terms and privacy notices of its online services are consistent with the T&Cs.

10. Accuracy, Data Quality and Limitations

- 10.1. The Service is provided strictly on an “as is” and “as available” basis and without any warranty, representation or guarantee (whether express, implied or statutory) regarding availability, continuity, accuracy, completeness, fitness for a particular purpose or non-infringement. Notwithstanding anything provided herein, the Government may add, modify, suspend and/or terminate the Service and/or any procedures in relation to the use of the Service without giving any prior notice.
- 10.2. While reasonable efforts may be made to maintain the performance and reliability of the Service, accuracy and completeness of any identity verification result or data output are not guaranteed.
- 10.3. The Service outputs are intended as one input to the Adopter’s own risk assessment and decision-making processes, and are not a substitute for the Adopter’s own due diligence or credit assessment procedures.
- 10.4. The Adopter remains solely responsible for any decisions, approvals or actions taken based on Service outputs.

11. Business Continuity and Resilience

- 11.1. The Adopter shall implement sufficient resilience of authentication means for its online services while adopting the Service for supporting its online transactions or operations.
- 11.2. The Adopter shall consider maintaining and operating resilience means to continue its online services and transactions in the event that the Service is unavailable, degraded or performing abnormally.
- 11.3. The Adopter acknowledges that any business or operational impact arising from reliance on the Service remains its own responsibility.

12. Indemnity

12.1. The Adopter shall indemnify, defend and hold harmless the Government, and their respective officers, employees and agents, from and against any and all claims, proceedings, damages, losses, liabilities and expenses (including reasonable legal fees) arising from or related to:

- (a) the Adopter's use, misuse or integration of the Service;
- (b) any breach of the T&Cs by the Adopter; or
- (c) any claim brought by the Adopter's user or third party in connection with the Adopter's services or reliance on the Service.

13. Changes, Suspension and Termination

13.1. The Government may at any time, at its sole discretion, modify, enhance, suspend or discontinue the Service (in whole or in part), including any interfaces, data formats or functionalities, with or without notice.

13.2. Access by any Adopter may be suspended or terminated immediately, with or without notice, if:

- (a) the Adopter breaches the T&Cs or any technical requirements;
- (b) the Government reasonably believes the Adopter has breached the T&Cs;
- (c) the Adopter's use of the Service poses or may pose a security, operational, negative impact to public interest or reputational risk;
- (d) required by law, regulation or competent authority;
- (e) the Adopter has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security; or
- (f) the Adapter's access is contrary to the interest of national security.

13.3. The Adopter shall promptly cease using the Service upon termination and shall securely delete any keys, access credentials and Service-related

materials as instructed by the Government.

- 13.4. The Government shall not be responsible for any claim, legal proceeding, liability, loss (including any direct or indirect loss, any loss of revenue, profit, business, contract or anticipated saving), damages (including any direct, special, indirect or consequential damages of whatsoever nature) or any cost or expense, suffered or incurred by the Adopter arising out of or in relation to the suspension or termination.

14. Confidentiality and Authentication Credentials

- 14.1. Any non-public information, documentation or technical details in relation to the Service disclosed to the Adopter shall be treated as confidential and used solely for the purpose of integrating and using the Service.
- 14.2. The Adopter shall keep all access credentials, keys, certificates and related secrets strictly confidential and shall not share, sublicense or assign them to any third party without prior written consent from the Government.
- 14.3. The Adopter shall notify the Government promptly upon becoming aware of any suspected or actual compromise of its credentials or unauthorized use of the Service.

15. Governing Law and Dispute Resolution

- 15.1. The T&Cs shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.
- 15.2. The Government and the Adopter shall first refer any dispute or difference arising out of or in connection with the T&Cs to mediation in accordance with The Government of the Hong Kong Special Administrative Region Mediation Rules prevailing at the time. If the said dispute or difference is not settled by mediation, the Government or the Adopter may institute

litigation in respect of the said dispute or difference. The Government and the Adopter agree that the courts of Hong Kong shall have exclusive jurisdiction in respect of the said dispute or difference.

15.3. 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 the Adopter and any Adopter's user.

16. Fee

16.1. The Service is currently provided for free, but the Government reserves the right to charge for using the Service in future.

16.2. The Government may review the charging model or fee for the Adopters' use of the Service from time to time and may charge the Adopters a reasonable fee or change such fee with prior notice of not less than 30 calendar days.

Last Revision Date: 1 June 2026