

中國銀行(香港)有限公司

使用 Apple Pay 服務流動卡的條款及細則

本條款及細則適用於並管轄流動卡(詳見下文釋義)於由蘋果亞洲有限公司或其附屬成員(「蘋果」)所提供的支付服務(詳見下文釋義)內的使用,及對管轄使用中銀卡的服務條款(「服務條款」)作出補充並被視為已納入服務條款中。

請仔細閱讀本條款及細則。當您就支付服務而使用流動卡及/或透過支付服務不時提供的相關服務及設施,即表您同意受本條款及細則的約束。根據以下第 39 條規定,本條款及細則可由本行不時酌情決定修改並上載於支付服務內,因此當您使用流動卡進行支付服務時應仔細閱讀本條款及細則。若您於本條款及細則作出任何修訂後仍繼續使用流動卡進行支付服務,您將被視為已同意經修訂後的本條款及細則。

釋義

1. 除非在本條款及細則中另有釋義,服務條款中所界定的用語及詞彙在本條款及細則中使用時涵義相同。倘本條款及細則與服務條款就使用流動卡進行支付服務上有任何不符之處,概以本條款及細則為準。
2. 在本條款及細則內,除非文義另有所指:

「**蘋果裝置**」指由蘋果訂明以支持使用支付服務的指定及合資格電子裝置,不論裝置內是否已載有流動卡,其類型或型號可由蘋果不時更改或取消,而蘋果毋須事先給予通知;

「**本行**」指中國銀行(香港)有限公司;

「**中銀卡**」指服務條款內提及定義及由本行發出給客戶以存取其於本行登記之銀行賬戶(「**銀行賬戶**」)的任何卡(不適用於中銀卡 -商業、中銀財互通卡及含銀行附屬戶口的信用卡),該卡之交易將顯示於有關銀行賬戶之賬戶結單內;

「**流動卡**」是一種數碼顯示形式的中銀卡,儲存或將儲存於蘋果裝置內,並可於適用的電子渠道進行交易的中銀卡,但不會為您的流動卡發出實卡;

「**密碼**」指客戶密碼(由本行發給您或由您自行設定)以透過自動櫃員機、銷售終端機及其他設備存取您的銀行賬戶;

及

「**支付服務**」指由蘋果獨家提供而使用合資格蘋果裝置的電子付款服務。

本條款及細則的效力

3. 本條款及細則列載您及本行使用流動卡進行支付服務的各自權利及義務。本條款及細則補充服務條款及被視為已納入服務條款中,並與此一同管轄提供及使用流動卡以進行支付服務。其遵循如下條款:
 - (a) 本條款及細則擬進行的活動及交易屬於適用的服務條款的範圍之內並受其規限; 及

- (b) 若本條款及細則的條文與適用的服務條款的條文就支付服務而使用流動卡上有任何不符之處，概以本條款及細則的條文為準。

支付服務的使用及使用流動卡進行支付服務

4. 您應遵守並在任何時候持續遵守本行不時為提供或將提供特定賬戶、銀行業務及其他服務所訂立之各項條款及細則。
5. 您可使用中銀卡，透過支付服務要求產生及啟動流動卡。在本行核准產生流動卡的要求後，流動卡會被產生及傳送至蘋果裝置。您於蘋果裝置內啟動流動卡後，即可使用支付服務。
6. 支付服務的登記及使用受蘋果及與支付服務相關的其他服務提供方不時指明的條款及細則、規則和規例、服務指引或類似文件及資料所規限。
7. 本行並不擁有、操作或控制支付服務(或其任何部份)及並不對蘋果或其聘請、委任或提名的任何第三者向您提供的任何服務(包括支付服務)負上責任。本行對蘋果或其聘請、委任或提名的任何第三者向您提供的任何服務(包括支付服務)及信息不負上責任。
8. 使用流動卡進行支付服務的所有交易將載於您有關銀行賬戶的賬戶結單上。
9. 使用流動卡進行支付服務受本條款及細則規限。當您使用流動卡進行支付服務，即表示您確認及同意受本條款及細則及相關的服務條款所約束。
10. 支付服務只適用於符合以下條件的中銀卡客戶：
 - (a) 其中銀卡及銀行賬戶是本行全權酌情決定為有效及信譽良好的；及
 - (b) 其中銀卡及銀行賬戶是本行全權酌情決定為可登記及使用支付服務的；及
 - (c) 持有蘋果裝置；及
 - (d) 成功於蘋果裝置內要求產生並啟動流動卡。
11. 您須根據蘋果及本行所提供的指引及指示要求產生支付服務所使用的流動卡。您須立即以本行及/或蘋果不時訂明的方式啟動流動卡以進行支付服務，包括但不限於輸入從本行取得的核證密碼。
12. 儘管本條款及細則載有其他任何相反的條文，蘋果可絕對全權酌情決定提供支付服務予任何蘋果裝置。本行並無(任何性質的)義務向任何人士提供或繼續提供流動卡以進行支付服務。本行有權不時指明或更改就提供或使用流動卡進行支付服務的條件，包括(但不限於)以下各項：
 - (a) 適用於要求產生及啟動流動卡進行支付服務的中銀卡類型及數目；
 - (b) 支付服務的交易限額或貨幣；
 - (c) 就使用流動卡進行支付服務的可用範圍或使用的限制、條件或規格；及
 - (d) 適用於要求產生及啟動流動卡的蘋果裝置類型。

13. 對於與本行的所有往來事件，您須於任何時間以真誠態度及應有謹慎行事。
14. 您同意您不得以流動卡及/或支付服務用作任何非法購買及/或用途。
15. 您須自行承擔使用支付服務，及要求產生及啟動使用流動卡進行支付服務而配置的蘋果裝置、數據連接及其他配套服務所產生的一切費用、收費及開支。
16. 您可要求產生、啟動、暫停、刪除或終止流動卡與本行聯絡。您可就蘋果裝置的使用及支付服務或其他相關客戶服務與蘋果聯絡。
17. 您可透過支付服務從蘋果裝置內揀選流動卡(a)於商戶可接受使用流動卡的非接觸式付款的非接觸式商戶終端機或閱讀器輸入密碼以確認交易；及(b) 受任何適用的每日交易限額規限下，於應用程式內或於參與支付服務的商戶以其他網上交易支付方式進行付款。

採取保安防範措施的責任

18. 您須採取合理措施妥善保管流動卡及蘋果裝置(包括蘋果裝置的登入方式)，亦須將流動卡及蘋果裝置保管在您個人控制之內。在不損害及補充相關的服務條款有關中銀卡及密碼的條文下，您必須在切實可行的合理情況下採取以下保安防範措施：
 - (a) 根據第11條要求產生及啟動支付服務所使用的流動卡；
 - (b) 不應在裝有盜版，破解版，偽造及/或未獲授權應用程式的蘋果裝置或軟件保護被破解或已獲得手機作業系統或軟件根權限的蘋果裝置內(包括但不限於「越獄」的或獲根權限的蘋果裝置)產生及啟動流動卡及/或使用流動卡進行支付服務；
 - (c) 您須於任何時間妥善保管載有流動卡的蘋果裝置在您個人控制之內，不得允許任何其他人士使用；
 - (d) 不應在任何其他人士的蘋果裝置內要求產生或啟動流動卡或使用任何其他人士的蘋果裝置內的流動卡進行支付服務；
 - (e) 於出售或處置蘋果裝置或轉交蘋果裝置給任何其他人士前刪除可進行支付服務的所有流動卡；
 - (f) 採取一切合理的審慎措施，穩妥保密您的密碼。不論由本行寄發密碼，或由您自行設定密碼，當中所涉風險須由您自負；
 - (g) 切勿使用任何常用個人資料或任何個人身份證號碼或用戶號碼或任何其他人士的指紋作為開啟或啟動蘋果裝置及/或支付服務的登入方式；
 - (h) 切勿向任何其他人士披露蘋果裝置的登入方式；
 - (i) 不應寫下、儲存或記錄蘋果裝置的登入方式而不加掩藏或寫在、儲存在或記錄在通常與蘋果裝置一同存放或附近的任何物件上；
 - (j) 防止意外或未經授權披露蘋果裝置的登入方式，並定期或在需要時更改蘋果裝置的登入方式；
 - (k) 審核本行所發出的每份賬戶結單，以及所有於賬戶結單上的借貸記項，檢查有否出現無論任何原因(包括但不限於偽造、冒簽、詐騙、

未經授權交易或賬戶持有人或任何其他人士的疏忽)而引致的任何錯漏、偏差、未經授權扣款或其他交易或入賬(統稱「錯失」)。假如您發現任何錯失,您須按照服務條款之規定在本行向您發出賬戶結單或確認書當日起計90天內以書面通知本行;

- (l) 在切實可行的合理情況下儘快通知本行任何中銀卡及/或載有流動卡的蘋果裝置的遺失或被竊; 及
- (m) 在切實可行的合理情況下,儘快通過指定服務熱線,通知本行任何懷疑未經授權交易, 或任何未經授權的情況下使用流動卡及/或支付服務。

您須自行及絕對承擔未有採取本行及/或蘋果就流動卡、蘋果裝置、蘋果裝置的登入不時推薦的保安防範措施之全部風險。無論在任何情況下,本行將不會向您就上述事項所蒙受或引致的任何損失或損害承擔任何責任。

19. 如發生以下事件,在切實可行的合理情況下,您須致電中銀提款卡服務熱線(852) 2691 2323通知本行,並於隨後24小時內或本行不時訂明的其他時間內以書面確認:

- (a) 中銀卡遺失或被竊;
- (b) 未經授權或任何懷疑未經授權使用流動卡及/或支付服務; 及
- (c) 懷疑出現使用流動卡進行支付服務的任何偽造或欺詐交易。

20. 在不損及第18及19條所載的義務的情況下,您須將有關事件通知警方,並在切實可行的合理情況下儘快將報警事宜的有關文件證據提交本行。

您的責任

21. 您須自行負責確保蘋果裝置及其他設備能兼容並支持要求產生、啟動並使用流動卡及支付服務。

22. 倘發生以下事件,而您以真誠態度及應有謹慎及時行事(包括根據第18條採取防範措施及按照第18至20條報失、報被竊及/或未經授權使用蘋果裝置、流動卡及/或支付服務,則您毋須因下列情況而產生的損失及損害負責:

- (a) 於您將遺失、被竊及/或未經授權使用蘋果裝置、流動卡及/或支付服務等情況正式通知本行後發生的任何未經授權交易;
- (b) 終端機或其他系統發生的故障,引致您蒙受損失及損害,惟若有關故障是明顯的,或已顯示故障信息或通告則除外; 及
- (c) 交易是以偽造的中銀卡進行。

23. 在受第24條規限的情況下,若您以真誠態度及應有謹慎及時行事(包括根據第18條採取防範措施及按照第18至20條報失、報被竊及/或未經授權使用蘋果裝置、流動卡及/或支付服務,則您對蘋果裝置、流動卡及/或支付服務的遺失、被竊或被未經授權使用所負責任,將不會超過適用法例、監管指引及/或適用服務條款的相關條文所不時訂明之最高限額。

24. 儘管本文載有任何相反規定,若您的蘋果裝置、流動卡及/或支付服務之遺失、被竊及/或被未經授權使用,是由於您有欺詐行為或嚴重疏忽,或未能遵照第18至20條之規定,或未能採取合理防範措施防止蘋果裝置、

流動卡及/或支付服務的遺失、被竊及/或未經授權使用，或有關未經授權使用的流動卡及/或支付服務涉及在您知情或不知情下使用蘋果裝置，則您須對因而產生或有關的一切損失及損害負全責。您同意就因而引致的一切損失、損害、責任及一切合理費用及開支而向本行作出及保持作出全數彌償。

25. 您接受因不遵從或違反本條款及細則的任何條文而需負上全責，並承諾及同意全數彌償本行就任何該等不遵從或違反而導致本行產生及/或蒙受的任何損失、損害、索償、財產轉換及任何其他財務收費。

費用及收費

26. 本條款及細則下您需支付的所有費用及收費在本行不時發出及修訂的收費表中詳細列出，您須根據收費表並應按照有關服務之條款及細則支付相關費用。本行保留權利就流動卡收取費用，費用為本行不時指明的金額，並記入賬戶。

刪除流動卡

27. 如流動卡失靈失效，您須立即從蘋果裝置內刪除進行支付服務的相關流動卡。

責任限免

28. 您確認您授權本行把涉及使用您的流動卡的任何交易的金額，借記於您的銀行賬戶。儘管有第22條的規定及除本行的欺詐行爲、疏忽或故意違約所導致的損失或損害外，本行在任何情況下概不會對您因本行提供的流動卡或其它裝置的任何使用、不當使用或失靈失效、本行提供的其他相關服務，或蘋果提供的該支付服務，或任何透過支付服務獲得的任何物品及服務而蒙受或引致的任何直接損失及責任負上任何責任。
29. 在履行本文所載其對您的義務時，本行將不會為採用的任何電腦系統及其它設備，於其合理控制範圍以外的原因而產生的任何誤差、延誤或失靈失效負上任何責任。
30. 支付服務是由蘋果提供。本行將不會就支付服務的質素或性能負上任何責任。就支付服務或其任何部分，本行未有作出保證，不論是以明示或隱含方式，包括就其狀態、質素、性能、商售性、做工及工藝、對某特定用途的適用性、及時性或非侵犯第三方權利，或其安全、無誤差或功能不受幹擾的保證。
31. 本行將不會就要求產生、啟動或使用流動卡及支付服務或其任何部分而導致您的電腦、蘋果裝置或任何其他相關裝置或設備，或任何其他軟件或數據的損失、損害或病毒(包括任何其他已安裝或待安裝的應用程式的損失或損害或其無法執行)負上責任。

披露

32. 您授權本行按照其不時修訂的資料政策通告（詳見服務條款中釋義）、私隱政策聲明或本行不時以任何其他名義發佈有關於使用、披露及轉移個人資料的一般政策的文件，收集、披露、處理及使用與您、使用支付服務的蘋果處置、任何支付服務交易及與您使用支付服務有關的信息(統稱為「客戶資料」)。
33. 本行可為流動卡的產生及維護而收集及儲存您的蘋果裝置的獨有識別(SEID號碼)、蘋果裝置的類型及/或流動卡號碼，以測試支付服務的合資

格性。假如您不允許本行按照上述形式使用任何相關信息，可導致您不能要求產生及使用流動卡。

使用流動卡進行支付服務的終止及停用

34. 您可隨時從蘋果裝置內刪除或按照本行指明的其他方式終止使用相關流動卡進行支付服務及本條款及細則，惟儘管相關流動卡已被刪除或終止，您仍須負責一切透過使用支付服務所進行之交易，直至全數付清賬戶內一切欠款（不論有否過賬至賬戶亦然）為止，且正式遵守本行的規定及根據第26條支付費用及收費。第18至26及28至33條在本條款及細則終止後繼續有效。
35. 您可按照本行不時指明的方式暫停、恢復、報失或終止使用流動卡進行支付服務。
36. 在您可隨時從蘋果裝置內刪除或按照本行指明的其他方式終止使用相關流動卡進行支付服務後，您須自行以本行或蘋果指示的相關方式從蘋果裝置內刪除為使用支付服務而儲存的相關流動卡。儘管可使用進行支付服務的流動卡已從蘋果裝置內刪除或已被終止，您仍須繼續對使用相關流動卡所進行支付服務及一切由此產生的收費承擔責任。除非及直至可用作進行支付服務的相關流動卡已根據本行或蘋果指示的相關方式被刪除或終止，否則任何終止可用作進行支付服務的相關流動卡之要求均屬無效。
37. 本行可隨時終止蘋果提供的支付服務及/或其下提供的任何服務及/或不批准其提供的任何擬進行之交易，而毋須通知及申述理由。
38. 為免生疑問，在提供支付服務的中銀卡過期、取消或終止時，支付服務將會同時自動被終止。

修訂

39. 本行可不時(酌情決定)修改本條款及細則及/或收費表(第26條內提及)，惟於本條款及細則的任何重大更改生效之前，本行須向您發出不少於60天的通知，除非有關修改是在本行控制範圍以外則不在此限。

保安資訊

40. 本行採用加密技術以盡力確保您透過使用流動卡進行支付服務時傳送的資料的安全。為保障您的個人私隱及財產安全，請勿向任何人士透露閣下的賬戶號碼、賬戶名稱及密碼。另外，切勿透過任何電子郵件提供的超連結使用流動卡進行支付服務。本行不會以電郵方式要求閣下提供賬戶號碼、密碼或任何個人資料。

超連結

41. 您須自行承擔使用超連結至其他網站或其他資料來源所產生的風險。本行對該等連接網站所提供資料的準確性或適用性概不承擔任何責任，就您對第三者所提供的資訊的安全性，本行亦不負責。

通訊

42. 就使用流動卡進行支付服務，若您提供的通訊地址、聯絡號碼及電郵有任何更改，您須即時通知本行。若本行知悉相關更改，本行保留更改其記錄上您的地址或其他資料的權利。您須自行負責確保本行已被告知正確的通訊資料。本行不會因任何不正確或過期的資料而導致您蒙受或引致的損失或損害承擔任何責任。

第三者權利

43. (a) 除第43(c)條外，並非本條款及細則一方的人並不享有《合約(第三者權利)條例》(香港法例第623章) (「第三者條例」) 下的權利以執行本條款及細則任何條款或享有本條款及細則任何條款下的權益。
- (b) 無論本條款及細則任何條款如何約定，在任何時候撤銷或修改本條款及細則均無需取得並非本條款及細則一方的任何人的同意。
- (c) 本行的任何董事、人員、僱員、關聯機構或代理人可依據第三者條例，依賴本條款及細則中賦予其權利或利益的任何明文規定條款 (包括但不限於任何彌償，責任限制或責任排除)。

法律與司法管轄權

44. 本條款及細則受香港特別行政區法律管轄，並依照香港特別行政區法律詮釋。您及本行不可撤銷地接受香港法院的非專有司法管轄權管轄。

雜項

45. 本條款及細則的每一條文與其它條文均可分割。若任何條文於任何時間在香港法律或其他司法管轄區法律下是或變為違法、無效或不可強制執行，其餘條文的合法性、有效性或可強制執行性皆不會因而受到任何影響或損害。
46. 本條款及細則對您的每名承繼人、遺產代理人及合法代表您行事的人士均具約束力。
47. 即使本行並不採取行動或遺漏或延遲行使或強制執行本條款及細則所載的任何權利，亦不會構成放棄有關權利，而單項或局部行使任何權利或行使任何權利時有不妥之處，並不妨礙另外或進一步行使有關權利，亦不妨礙行使任何其他權利。
48. 本行可轉讓本條款及細則所載其所有或任何權利予任何第三者。您不可轉讓本條款及細則所載其任何權利及/或義務。

語言

49. 本條款及細則的中文版僅供參考。若中、英文版本的詮釋中有任何抵觸或不符之處，概以英文版為準。

Bank of China (Hong Kong) Limited
Terms and Conditions for Use of Mobile Card for Apple Pay Service

These terms and conditions are applicable to and govern the use of Mobile Card (as defined below) for the Payment Service (as defined below) provided by Apple Asia Limited or its affiliates (“**Apple**”) and supplemental and deemed to be incorporated into the Conditions for Services governing the use of the BOC Card (the “**Conditions**”).

Please read these terms and conditions carefully. By using the Mobile Card for the Payment Service and/or the related services and facilities from time to time available through the Payment Service, you agree to be bound by these terms and conditions. As these terms and conditions may be amended from time to time at the discretion of the Bank according to Clause 39 below and be posted through the Payment Service, you should read these terms and conditions carefully whenever using the Mobile Card for the Payment Service. You are deemed to have agreed to the revised terms and conditions if you continue to retain or use the Mobile Card for the Payment Service following any changes to these terms and conditions.

Definitions

1. Terms and expressions defined in the Conditions shall have the same respective meanings when used in these terms and conditions unless otherwise defined in these terms and conditions. In the event of any inconsistency between these terms and conditions and the Conditions in respect of the use of Mobile Card for the Payment Service, these terms and conditions shall prevail to the extent of inconsistency.

2. In these terms and conditions, unless the context otherwise requires:

“**Apple Device**” means a designated and eligible electronic device, with or without a Mobile Card stored, prescribed by Apple to support the use of the Payment Service, and the type or model of such electronic device is subject to change or cancellation by Apple from time to time without prior notice;

“**Bank**” means Bank of China (Hong Kong) Limited;

“**BOC Card**” means any card(s) (other than BOC Card - Business, BOC Wealth Express and Credit Cards that linked to a Bank account) issued by the Bank to customers as referred to and defined in the Conditions for accessing their registered bank accounts (“**Bank Accounts**”) with the Bank the transactions under which shall be reflected in the bank statements of the relevant Bank Accounts;

“**Mobile Card**” means a digital representation form of the BOC Card stored or to be stored in an Apple Device for effecting transactions at applicable electronic channels but no physical card will be issued in respect of the Mobile Card;

“**Password**” refers to the PIN (either issued by the Bank or set by you) to access your Bank Accounts through such ATMs, point of sale terminals and other devices; and

“**Payment Service**” means the service of electronic payment exclusively offered by Apple using eligible Apple Device.

Effect of these terms and conditions

3. The provisions of these terms and conditions set out the respective rights and obligations of you and the Bank specifically in connection with the use of Mobile Card for the Payment Service. These terms and conditions supplement and shall be deemed to be incorporated into the Conditions and together they govern the provision and use of Mobile Card for the Payment Service. It follows that:
 - (a) the activities and transactions contemplated in these terms and conditions fall within the scope of and are subject to the Conditions; and
 - (b) if there is any inconsistency between the provisions of these terms and conditions and the provisions of the Conditions in respect of the use of Mobile Card for the Payment Service, the provisions of these terms and conditions shall prevail to the extent of the inconsistency.

Use of the Payment Service and Use of Mobile Card for the Payment Service

4. You shall observe and at all times comply and continue to comply with the respective terms and conditions stipulated by the Bank from time to time for the provision of the particular account, banking and any other services or facilities provided or to be provided by the Bank.
5. The Payment Service enables you to request the generating of and activate the Mobile Card based on the BOC Card. Once the Mobile Card generating request is approved by the Bank, the Mobile Card is generated and transmitted to the Apple Device. Upon activation of the Mobile Card in the Apple Device, you are able to use the Payment Service.
6. The registration and use of the Payment Service is subject to the terms and conditions, rules and regulations, service guides or similar documents and materials from time to time specified by Apple and other service provider(s) relevant for the provision of the Payment Service.
7. The Bank does not own, operate or control the Payment Service (or any part thereof) and is not responsible for any service (including the Payment Service) provided to you by Apple or any third party engaged, appointed or nominated by Apple. The Bank is not responsible for any service (including the Payment Service) and information provided to you by Apple or any third party engaged, appointed or nominated by Apple.
8. All transactions effected through the Payment Service by use of Mobile Card shall be shown in the relevant statement of your Bank Accounts.
9. The use of Mobile Card for the Payment Service is subject to these terms and conditions. By using the Mobile Card for the Payment Service, you confirm and agree to be bound by these terms and conditions and the Conditions.
10. The Payment Service will only be made available to you if:
 - (a) your BOC Card and Bank Accounts are determined at the Bank's sole discretion to remain valid and in good standing; and
 - (b) your BOC Card and Bank Accounts are accepted by the Bank at its discretion for registration with and use of the Payment Service; and

- (c) you maintain an Apple Device; and
 - (d) you have successfully requested the generating of and activated the Mobile Card in the Apple Device.
11. You shall follow the guidance and instructions provided by Apple and the Bank to request the generating of the Mobile Card for use of the Payment Service. You shall immediately activate the Mobile Card for use of the Payment Service by means prescribed by the Bank and/or Apple from time to time, including but not limited to entering the verification code received from the Bank.
12. Notwithstanding any other provisions of these terms and conditions to the contrary, Apple shall have the absolute sole discretion to determine the provision of the Payment Service to any Apple Device. The Bank shall have no obligation (in whatsoever nature) to provide or continue to provide any Mobile Card for use of the Payment Service to any person. The Bank shall have the right to specify or vary from time to time the provision or use of Mobile Card for the Payment Service, including (but not limited to) the following:
- (a) the type(s) and number(s) of BOC Card for generating and activating the Mobile Card for use of the Payment Service;
 - (b) any transaction limit or currency of the Payment Service;
 - (c) any restriction, condition or specification on the availability or use of Mobile Card for the Payment Service; and
 - (d) the Apple Device on which a Mobile Card may be requested for the generating of and activated.
13. You shall act in good faith at all times in relation to all dealings with the Bank.
14. You agree that you shall not use Mobile Card and/or the Payment Service for any illegal purchase and/or purposes.
15. You shall be solely responsible for all fees, charges, costs and expenses in relation to the Apple Device, data connection and other ancillary services for the use of the Payment Service, and requesting for the generating of and activating the Mobile Card for use of the Payment Service.
16. You may contact the Bank for requesting for the generating of, activation, suspension, deletion or termination of the Mobile Card. You may contact Apple for use of the Apple Device and the Payment Service or other related customer services.
17. The Payment Service enables you to select a Mobile Card in the Apple Device to make (a) contactless payments through PIN confirmation at merchants' contactless-enable point-of-sales terminals or readers that accept contactless payment using a Mobile Card; and (b) subject to any applicable daily limit, in-app or other digital commerce payments at merchants participating in the Payment Service.

Duty to take security precautions

18. You shall take reasonable care of the Mobile Card and the Apple Device (including access to the Apple Device) and keep the Mobile Card and Apple Device safely under your personal control. Without prejudice and in addition to the provisions of the Conditions regarding the security of a BOC Card or Password, you shall also take the following security precautions where reasonably practicable:
- (a) request the generating of and activate the Mobile Card for use of the Payment Service in accordance with Clause 11;
 - (b) never request the generating of and activate the Mobile Card and/or use the Mobile Card for the Payment Service with an Apple Device with any pirated, hacked, fake and/or unauthorized applications or in which the software lockdown has been overridden or root access to its software operating system has been obtained (such as, but without limitation, a jailbroken or a rooted Apple Device);
 - (c) never permit any other person to use the Apple Device with Mobile Card for the Payment Service and will at all times safeguard the Apple Device with Mobile Card and keep it under your personal control;
 - (d) never request the generating of or activate the Mobile Card for use of the Payment Service in and use other person's Mobile Cards for use of the Payment Service from the Apple Device of any other person;
 - (e) delete all Mobile Cards for use of the Payment Service before sale or disposal of the Apple Device or passing the Apple Device to any other person;
 - (f) use all reasonable care to keep your Password secret and secure. You shall bear the risk no matter whether your Password is mailed to you or set by you;
 - (g) never use any easily accessible personal information or any personal identification number or user code or password or other person's fingerprint for accessing, switching on or activating the Apple Device and/or the Payment Service;
 - (h) never disclose the access to the Apple Device to any other person;
 - (i) never write down, store or record the access to the Apple Device without disguising them or on anything usually kept with or near it;
 - (j) safeguard against accidental or unauthorized disclosure of the access to the Apple Device, and change the access to the Apple Device regularly or where necessary;
 - (k) examine and verify the correctness of each statement of account and all the debit and credit items on the said statement sent by the Bank to see if there are any errors, discrepancies, unauthorized debits or other transactions or entries arising from whatever cause, including but without limitation, forgery, forged signature, fraud, lack of authority or negligence of you or any other person ("Errors"). You shall notify the Bank, in writing, within 90 days of the issuance of the said statement

of any such Errors shown in the said statement of account in accordance with the Conditions;

- (l) notify the Bank of any loss or theft of the BOC Card and/or the Apple Device with Mobile Card as soon as reasonably practicable; and
- (m) notify the Bank of any suspected unauthorized transaction or use of the Mobile Card and/or the Payment Service for any unauthorized purpose as soon as reasonably practicable via the designated service hotline.

Failure to take any security precautions in relation to the Mobile Card, Apple Device, access to Apple Device as may be recommended by the Bank and/or Apple from time to time shall be at your sole and absolute risk. The Bank shall, under no circumstances, be held liable for any loss or damages suffered or incurred by you arising or resulting therefrom.

19. Upon the occurrence of any of the following events, you shall report as soon as reasonably practicable to the Bank by calling BOC Card Customer Service Hotline (852) 2691 2323 and thereafter confirm the same in writing within 24 hours or such other period as the Bank may prescribe from time to time:

- (a) loss and/or theft of the BOC Card;
- (b) unauthorized or any suspected unauthorized use of the Mobile Card and/or the Payment Service; and/or
- (c) suspicion of any counterfeit or fraud transactions using the Mobile Card for the Payment Service.

20. Without prejudice to the obligations under Clauses 18 and 19, you shall report the relevant event to the police and shall submit to the Bank satisfactory documentary evidence of such police report as soon as reasonably practicable.

Your liability

21. You are solely responsible for ensuring that the Apple Device and other equipment are compatible with and capable of supporting the request for the generating, activation and use of the Mobile Card and the Payment Service.

22. Provided that you have acted in good faith, with due care and in a timely manner (including taking the precautions under Clause 18 and reporting loss, theft and/or unauthorized use of the Apple Device, Mobile Card and/or the Payment Service in accordance with Clauses 18 to 20), you shall not be responsible for the loss and damage incurred:

- (a) for any unauthorized transactions made after you have duly notified the Bank of the loss, theft and/or unauthorized use of the Apple Device, Mobile Card and/or the Payment Service;
- (b) when faults have occurred in the terminals or other systems used causing you to suffer loss and damage, unless the fault was obvious or advised by a message or notice on display; and
- (c) when transactions are made through the use of counterfeit cards.

23. Subject to Clause 24 and provided that you have acted in good faith, with due care and in a timely manner (including taking the precautions under Clause 18 and reporting loss, theft and/or unauthorized use of the Apple Device, Mobile Card and/or the Payment Service in accordance with Clauses 18 to 20), your liability for loss, theft or unauthorized use of the Apple Device, Mobile Card and/or the Payment Service shall not exceed the maximum from time to time prescribed by the applicable law or regulatory directive and/or the relevant provision(s) in the Conditions.
24. Notwithstanding anything contained herein to the contrary, you shall be fully liable for all losses and damages arising out of or in connection with the loss, theft and/or unauthorized use of the Apple Device, Mobile Card and/or the Payment Service if you have acted fraudulently or with gross negligence or has failed to comply with Clauses 18 to 20 or take reasonable precautions to prevent such loss, theft and/or unauthorized use of the Apple Device, Mobile Card and/or the Payment Service, or if the unauthorized use of the Mobile Card and/or the Payment Service involve(s) access to the Apple Device with or without your knowledge, you agree to indemnify and keep the Bank fully indemnified against all losses, damages, liabilities and all reasonable costs and expenses incurred as a result thereof.
25. You accept full responsibility for non-observance or violation of any provision of these terms and conditions and undertake and agree to fully indemnify the Bank towards any loss, damage, claim, conversion, any other financial charge that the Bank may incur and/or suffer as a result of any such non-observance or violation on your part.

Fees and charges

26. All fees and charges payable by you under these terms and conditions are more particularly set out in and shall be paid according to the fees schedule as the Bank may issue and revise from time to time and payable in accordance with the terms and conditions of the particular services or facilities. The Bank reserves the right to charge a fee which may be debited to your account in respect of the Mobile Card in such amount(s) as specified by the Bank from time to time.

Deleting the Mobile Card

27. In case of malfunction of the Mobile Card, you shall immediately delete the relevant Mobile Card(s) for use of the Payment Service from the Apple Device.

Limitation on liabilities

28. You confirm that you authorize us to debit your Bank Accounts with the amount of any transaction involving the use of your Mobile Card. Under no circumstances shall the Bank be responsible for any direct loss and liability which you may suffer or incur as a result of or otherwise relating to any use, misuse or malfunction of the Mobile Card or other devices provided by the Bank and other related services offered by the Bank, or the Payment Service provided by Apple or any goods and services obtained by you through the Payment Service, subject however to Clause 22 and except to the extent that any such loss or damage is attributable to the fraud, negligence or willful default on the part of the Bank.
29. The Bank shall not be responsible for any delay in or any error, failure or malfunction of any computer system or other equipment employed by the

Bank in the course of performing its obligations hereunder to you to the extent that it is attributable to any cause beyond the Bank's reasonable control.

30. The Payment Service is provided by Apple. The Bank is not responsible for the quality or performance of the Payment Service. No warranty, whether express or implied, is given by the Bank in relation to the Payment Service or any part thereof, including any warranty on its condition, quality, performance, merchantability, workmanship, fitness for any particular purpose, timeliness or non-infringement of third party rights, or that it is secure, error-free or will function without interruption.
31. The Bank is not responsible for any loss or damage or virus to your computer, Apple Device or any other relevant device or equipment, or any software or data (including loss or damage to or non-performance of any other applications installed or to be installed in any of the aforesaid) that may be caused by any request for the generating, activation or use of the Mobile Card and the Payment Service or any part thereof.

Disclosures

32. You authorize the Bank to collect, disclose, handle and use any of your information, the Apple Device for use of the Payment Service, any transaction of the Payment Service and your use of the Payment Service (collectively "**Customer Data**") in accordance with the Data Policy Notice (as defined in the Conditions), Privacy Policy Statement or such other document(s) issued under whatever name from time to time by the Bank relating to its general policies on use, disclosure and transfer of personal data (as the same may be amended from time to time).
33. The Bank may collect and store the unique identifier of your Apple Device (i.e. SEID number), type of Apple Device and/or Mobile Card number to enable eligibility checking of the Payment Service for the purpose of Mobile Card generating and maintenance. In case you do not allow the Bank to use any such information in the above manner, you may not be able to request the generating of and use a Mobile Card.

Termination and suspension of Mobile Card for the Payment Service

34. You may terminate the use of Mobile Card for the Payment Service and these terms and conditions by deleting the relevant Mobile Card for use of the Payment Service from the Apple Device or in such other manner as specified by the Bank from time to time provided that you shall remain liable for all transactions effected through the Payment Service notwithstanding such termination until all sums due under your account (whether or not posted to your account) are paid in full and duly comply with the Bank's requirements and paying the fees and charges in accordance with Clause 26. Clauses 18 to 26 and 28 to 33 shall survive termination of these terms and conditions.
35. You may suspend, resume, report loss or terminate the use of Mobile Card for the Payment Service in such manner as specified by the Bank from time to time.
36. Upon deletion or termination of the Mobile Card for the Payment Service (whether by you or the Bank), you shall, at your own costs, delete the relevant Mobile Card for use of the Payment Service from the Apple Device or in such manner as the Bank or Apple may direct. You shall continue to be liable for the use of the relevant Mobile Card for the Payment Service and all charges

arising therefrom notwithstanding deletion or termination of the relevant Mobile Card for the Payment Service. No request to terminate the use of the relevant Mobile Card for the Payment Service shall be effective unless and until the relevant Mobile Card is deleted or otherwise terminated by or disposed of in such manner as the Bank or Apple may direct.

37. The Bank may at any time with or without notice or cause, cease to subscribe to the Payment Service and/or any services offered thereunder and/or disapprove any transaction proposed to be effected thereby and may not give any reason. The Bank may further at any time with or without notice or cause, suspend, de-register, cancel or terminate the Mobile Card and may not give any reason.
38. For the avoidance of doubt, upon expiration, cancellation or termination for any reason of a BOC Card to which the Payment Service is made available, the Payment Service shall also be automatically terminated at the same time.

Changes

39. The Bank may (in its discretion) from time to time change any of these terms and conditions and/or the fees schedule (as referred to in Clause 26) provided that the Bank shall give you not less than 60 days' notice before any significant change of these terms and conditions takes effect, unless such changes are beyond the Bank's control.

Data Security

40. The Bank endeavours to ensure the security of your data transmitted via the use of Mobile Card for the Payment Service by the use of encryption technology. To protect your privacy and assets, you should not disclose your account number, user name and Password to anyone. Moreover, you are reminded not to use the Mobile Card for the Payment Service through hyperlinks embedded in e-mails. The Bank will never ask you for your account number, Password or any personal information via e-mails.

Hyperlinks

41. Use of hyperlinks to other internet sites or resources is at your own risks. The Bank expressly disclaims any responsibility for the accuracy or availability of the information provided by those sites or for the safety of information which you may provide to any third party.

Communication

42. You shall forthwith notify the Bank of any change in your address, contact number and e-mail for communication as given for the use of Mobile Card for the Payment Service. The Bank reserves the right to change your address or other information in its records if such change comes to the notice of the Bank. You shall be solely responsible to ensure that the Bank has been informed of the correct information for communication, and the Bank disclaims all liabilities in case of any incorrect or outdated information resulting in any loss or damage incurred or suffered by you.

Third Party Rights

43. (a) Subject to Clause 43(c), a person who is not a party to these terms and conditions has no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the laws of Hong Kong) (the "Third Parties Ordinance") to enforce or to enjoy the benefit of any provision of these terms and conditions.
- (b) Notwithstanding any provision of these terms and conditions, the consent of any person who is not a party to these terms and conditions is not required to rescind or vary these terms and conditions at any time.
- (c) Any director, officer, employee, affiliate or agent of the Bank may, by virtue of the Third Parties Ordinance, rely on any provision of these terms and conditions (including without limitation any indemnity, limitation or exclusion of liability) which expressly confers rights or benefits on that person.

44. Governing Law

These terms and conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region ("Hong Kong"). You and the Bank irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts.

Miscellaneous

45. Each provision of these terms and conditions is severable from the others. If at any time any provision is or becomes illegal, invalid or unenforceable in any respect under Hong Kong law or the laws of any other jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected or impaired in any way.
46. These terms and conditions shall be binding on each successor, personal representative and person lawfully acting on your behalf.
47. No failure to act, omission or delay by the Bank to exercise or enforce any right under any terms and conditions shall operate as a waiver of such right, nor shall any single, partial or defective exercise of any right prevent any other or further exercise of it or the exercise of any other right.
48. The Bank may assign or transfer all or any of its rights and obligations under these terms and conditions to any third party. You may not assign any of the rights and/or obligations under these terms and conditions.

Language

49. The Chinese version of these terms and conditions is for reference only. If there is any conflict or inconsistency between the English and Chinese versions of these terms and conditions, the English version shall prevail.