

## **BOC Credit Card (International) Limited - Terms and Conditions for Online Services**

These terms and conditions are applicable to all users of the Online Services and govern the use of the Online Services, and are supplemental to the terms and conditions contained in the Agreements.

### **1. Definitions**

1.1 The terms defined in the Agreements shall have the same meanings when used herein unless the context otherwise requires, and save where such terms are also defined herein in which event they shall have the meanings set forth herein. In these terms and conditions, unless the context requires otherwise:

"**Additional T&C**" means the terms and conditions in respect of each additional service provided by BOCCC under the Online Services to any Customer;

"**Agreements**" means (a) BOCCC's User Agreement for credit cards issued by it, (b) the Terms and Conditions for BOCCC's BOC Express Cash Instalment Loan and (c) the Terms and Conditions for BOCCC's BOC Express Cash Revolving Credit;

"**Authenticators**" means the login name and password from time to time specified by the Customer for the purpose of accessing the Log-in Account;

"**BOCHK**" means Bank of China (Hong Kong) Limited;

"**BOCCC**" means BOC Credit Card (International) Limited.;

"**Business Day**" means a day on which banks in Hong Kong are generally open for business;

"**Card**" means any credit card or Revolving Card issued by BOCCC to any person, and includes any renewal or replacement Card;

"**Customer**" means any customer of BOCCC's credit card services, BOC Express Cash Revolving Credit services, BOC Express Cash Instalment Loan or any other credit services that BOCCC may designate from time to time for the application thereto of the Online Services.

"**Designated Email**" means the electronic mail account designated by the Customer for the purpose of receiving notification of issue of e-Statements or such other electronic mail

account designated by the Customer from time to time in relation to his use of the Online Statement Service, as the case may be;

“**Electronic Device**” means the equipment, device and software programs that are contained on such equipment or device used by the Customer to use, access and/or operate the Online Services, including, without limitation, computers, mobile phones or such other means the Customer uses, accesses and/or operates the Online Services from time to time;

“**e-Statement**” means the Card statements issued by BOCCC and/or any other statement or account information as determined by BOCCC to be included from time to time showing the information in respect of the Cards, or any similar documentation provided to the Customer via electronic means;

"**Log-in Account**" means the log-in account opened and maintained by BOCHK for the Customer in connection with the Online Services;

"**One-Time-Password**" means either a system-generated password which BOCCC may from time to time transmit to the Customer through SMS, or a password generated by the Customer using an security device provided or otherwise prescribed by BOCCC;

“**Online Bill Payment Service**” means the service to be provided by BOCCC to the Customer in accordance with these terms and conditions where Customers may pay their bills through the Platforms;

"**Online Services**" means the services from time to time provided by BOCCC via the Platforms, including without limitation Online Bill Payment Service and Online Statement Service;

“**Online Statement Service**” means the service to be provided by BOCCC to the Customer in accordance with these terms and conditions where e-Statements will be accessible by the Customers through the Platforms;

“**Platforms**” means any electronic platforms in any media established, maintained and/or operated by or on behalf of BOCCC or BOCHK or any third party including, without limitation, any platforms accessible through computers, mobile phone or other means as prescribed by BOCCC or BOCHK from time to time, through which a Customer may have access to such services as BOCCC or BOCHK may provide from time to time;

"**Qualified Account(s)**" means the Account(s) held by the Customer with BOCCC and/or any

other applicable accounts as determined by BOCCC to be qualified for the Online Services;

**"Revolving Card"** means the card by which a Customer can have access to BOCCC's BOC Express Cash Revolving Credit services and such other credit services as BOCCC may designate from time to time;

**"SMS"** means the short message service whereby text messages can be sent and received through mobile phones or other communication device; and

**"Viruses"** means computer viruses or similar device or software.

- 1.2 In case of inconsistency or discrepancy between the Agreements and the terms and conditions expressly set out herein, the latter shall apply for the purpose of the Online Services.
- 1.3 The terms herein shall not in any way affect or be interpreted to result in the abrogation of any existing duty or obligation imposed on the Customer by any of the Agreements.

## **2 Services**

- 2.1 Subject to and upon these terms and conditions, the Online Services are provided by BOCCC to the Customer within the Log-in Account via the Platforms to enable the Customer to give instructions to or otherwise communicate with BOCCC for the purposes of obtaining information about, or conducting transactions through, one or more Qualified Account(s) maintained by the Customer with BOCCC through the Platforms.
- 2.2 BOCCC reserves the right at any time and from time to time without notice to the Customer to suspend or cancel any of the services offered under the Online Services or vary any such services in any way as it thinks fit including without limitation by:
  - (a) expanding, modifying or reducing the scope of any such services;
  - (b) imposing or varying any conditions or restrictions on the use of any such services; and
  - (c) prescribing or changing the hours during which any such services is available.
- 2.3 In addition to the services specified in Clauses 7 and 8 of these terms and conditions, BOCCC may from time to time offer one or more types of additional services under the Online Services to the Customer in which case relevant Additional T&C may become applicable to the Customer. The Customer may be required to acknowledge acceptance of the Additional T&C before using any of the new services.

### **3 Registering a Log-in Account for access of the Online Services**

- 3.1 Any Customer from time to time determined by BOCCC as eligible for the Online Services may register a Log-in Account for access of the Online Services.
- 3.2 To register a Log-in Account, the Customer shall follow such registration procedures as BOCHK may from time to time prescribe through the Platforms or otherwise. In particular, the Customer may be required to provide such personal information as BOCHK may require to verify his identity.
- 3.3 By registering the Log-in Account, the Customer confirms and warrants that all the information provided to BOCHK in relation thereto is true, accurate and complete. The Customer understands that BOCHK may decline any application for registration if any such information is found to be untrue, inaccurate or incomplete. BOCHK hereby reserves the right to decline any application for registration without giving any reason thereof to the Customer.
- 3.4 The Log-in Account and the Online Services are respectively provided by BOCCC and BOCHK to the Customer subject to and upon these terms and conditions. By completing the registration procedures of the Log-in Account as BOCHK may from time to time prescribe, the Customer agrees to be bound by these terms and conditions.

### **4 Authenticators and passwords**

- 4.1 **The Customer shall be responsible for maintaining the confidentiality and security of the Authenticators and if applicable, the One-Time-Password. The Customer shall not disclose the Authenticators and the One-Time-Password to any other person and shall take all reasonable steps to avoid accidental or unauthorized disclosure thereof. The Customer shall log out of the Platforms at the end of each session of use.**
- 4.2 The Customer may change any of the Authenticators at any time by following the procedures as BOCHK may from time to time prescribe. The Customer acknowledges that BOCHK may change the password of the Log-in Account (but not the login name) without prior notice to the Customer if BOCHK is in the opinion that such change is necessary for avoiding any unauthorized access to the Log-in Account or otherwise for the security of the Platforms or any computer system maintained and/or operated by or on behalf of BOCHK for the purpose of Log-in Account. BOCHK will as soon as practicable communicate such change to the Customer in such manner as it thinks fit.

- 4.3 (1) The Customer shall provide BOCCC or BOCHK (as the case may be) with a mobile phone number designated for the purpose of receiving the One-Time-Password ("**Designated Number**"). The Customer may change the Designated Number at any time by following the procedures as BOCCC or BOCHK (as the case may be) may from time to time prescribe including making a change request in writing and the Customer acknowledges that any such change will become effective only at such time as may be notified by BOCCC or BOCHK (as the case may be). By requesting BOCCC to conduct a transaction which requires authentication by the One-Time-Password, the Customer shall be deemed to have authorized BOCCC to transmit the One-Time-Password to the Designated Number through any telecommunication service provider or any other third party BOCCC may engage. **The Customer shall be responsible for all fees and charges associated with the use of SMS or other telecommunication services for the purpose of receiving the One-Time-Password.**
- (2) As an alternative to the arrangements described in Clause 4.3(1) of these terms and conditions, the Customer may generate the One-Time-Password by using an security device provided or otherwise prescribed by BOCCC. **The Customer shall be responsible for maintaining the security of this security device.**
- 4.4 **As soon as the Customer is aware of or has reasons to believe that the Authenticators and/or the One-Time-Password have been or will likely be used by any unauthorized person or otherwise for any unauthorized purpose, the Customer should immediately notify BOCHK by telephone at such telephone number as BOCHK may from time to time specify and thereafter confirm the same in writing as soon as practicable.**
- 4.5 **Provided that the Customer has acted in good faith and with due care (including taking the precautions under Clause 4.1 of these terms and conditions and reporting unauthorized use of the Authenticators and/or the One-Time-Password in accordance with Clause 4.4 of these terms and conditions), the Customer shall not be responsible for any transaction facilitated by using the Authenticators and, if applicable, the One-Time-Password after BOCHK has received the notification made by the Customer pursuant to Clause 4.4 of these terms and conditions.**
- 4.6 Upon receipt of a notification (whether oral or in writing) from the Customer pursuant to Clause 4.4 of these terms and conditions, BOCHK shall as soon as practicable suspend or terminate the Online Services to which the Authenticators and, if applicable, the One-Time-Password relate.

In the case of suspension and termination of the Log-in Account and the Online Services, all

pending instructions thereunder will not be executed by BOCCC or BOCHK and, in the case of termination, all relevant transaction record will be deleted. **Both BOCCC and BOCHK shall not be responsible for any loss resulting from the termination of the Log-in Account or the Online Services.** If the Customer wishes to conduct transactions through the Online Services in the Log-in Account, the Customer shall re-activate the suspended Log-in Account or the Online Services or register for a new Log-in Account in accordance with these terms and conditions and such other procedures as BOCCC and BOCHK may respectively prescribe from time to time.

## **5 Instructions given through the Online Services**

5.1 The Customer is required to enter the Authenticators and if applicable, the One-Time-Password for the purposes of accessing the Log-in Account via the Platforms and giving instructions to BOCCC through the Online Services. BOCCC may without prior notice require the Customer to enter the One-Time-Password for conducting certain types of transaction through the Online Services as BOCCC may consider appropriate to safeguard the interest of the Customer. Any instruction given by the Customer in connection with the Online Services shall be considered to be received by BOCCC only if it is given in the manner prescribed by BOCCC and until it is actually received by BOCCC. BOCCC may (but is not obliged to) send advice or confirmation to the Customer regarding the receipt or process of any such instruction. If the Customer considers that the content of the advice or confirmation from BOCCC is different from the relevant instruction given by him, he shall notify BOCCC of the same within 2 Business Days from the date of such advice or confirmation.

5.2 **Unless otherwise provided herein or in any Additional T&C, any instruction given by the Customer to BOCCC in connection with the Online Services shall, if given under or after entering the Authenticators and if applicable, the One-Time-Password, be irrevocable and binding on the Customer, whether or not any such instruction is given by an authorized or unauthorized person purporting to be the Customer. BOCCC shall not be required to verify the identity or confirm the authority of the person giving the instructions and shall only be required to verify the authenticity of the Authenticators and the One-Time-Password.**

5.3 BOCCC shall only act on any instruction which, in the sole and absolute opinion of BOCCC, are capable of being acted on in accordance with the normal business practice and procedures of BOCCC.

5.4 The Customer may request BOCCC to amend or cancel any instruction given in connection

with the Online Services and any such amendment or cancellation shall not be effective unless and until the relevant request is accepted and confirmed by BOCCC. **Any instruction acted on by BOCCC prior to acceptance and confirmation of the relevant amendment or cancellation shall be irrevocable and binding on the Customer.**

5.5 **All records kept by BOCCC and BOCHK in relation to the Online Services shall, save in the case of manifest error, be conclusive evidence of their contents and binding on the Customer.**

5.6 The Customer acknowledges that there may be time lag in the transmission of instructions by the Customer to BOCCC. **In no circumstances shall BOCCC or BOCHK be held liable to the Customer whether in contract, tort or any other basis for any such time lag howsoever caused.**

## 6 Log-in Account and the Online Services

6.1 The daily cut-off time for conducting transactions through the Online Services shall be such time as BOCCC may from time to time determine and communicate to the Customer through the Platforms or any other means as BOCCC thinks fit. Any transaction conducted through the Online Services on any day which is not a Business Day or after the daily cut-off time on any Business Day shall be treated as a transaction conducted on the first Business Day following that day. Although the Customer may be able to access the Platforms and conduct transactions through the Online Services outside Hong Kong, reference to the daily cut-off time shall mean the daily cut-off time in Hong Kong and by reference to the time kept by BOCCC.

6.2 **BOCCC and BOCHK respectively reserve the right to charge fees for the provision and maintenance of the Log-in Account and any services offered under the Online Services and to revise such fees from time to time. Sixty (60) days' prior notice will be given by BOCCC or BOCHK in advance to the Customer for the introduction or revision of fees which will become effective and binding on the Customer on the effective date specified in such notice. Any fee chargeable in connection with the Online Services will be debited to the Account and shown in the Statement.**

6.3 The Customer agrees and acknowledges that BOCHK may, at any time without notice or assigning any reason to the Customer, terminate the Log-in Account. Without prejudice to the generality of the foregoing, BOCHK may terminate the Log-in Account upon the occurrence of any of the followings :-

- (a) the Customer does not use or otherwise access the Log-in Account for a continuous period of one year or more;
- (b) the Customer is in breach of any terms and conditions or relevant rules and regulations governing the use of any Card;
- (c) the Card associated with the Online Services is for any reason cancelled or terminated; and
- (d) BOCHK in its sole determination suspects that any of the Authenticators and/or the One-Time-Password has been stolen or subject to unauthorized use.

6.4 BOCCC reserves the right to, whether with or without notice to the Customer, suspend or modify any services offered under the Online Services for such duration and in such manner as it thinks fit in order to carry out system maintenance, testing, repair or upgrading work.

6.5 Subject to verification of identity satisfactory to BOCCC and/or BOCHK, the Customer may terminate the Log-in Account and/or the Online Services at any time by respectively giving notice to BOCCC and/or BOCHK by telephone or in writing in such manner as may be prescribed by BOCCC and/or BOCHK from time to time.

6.6 The termination or suspension of the Log-in Account and/or the Online Services shall not prejudice to or affect the rights and liabilities accrued between the Customer, and BOCCC and/or BOCHK prior to the date of such termination or suspension.

**6.7 All indemnities, restrictions and obligations of the Customer herein shall survive termination of the Log-in Account or the Online Services.**

## **7 Specific provisions for Online Statement Services**

7.1 The Online Statement Service is a service under the Online Services whereby the Customer will be able to view, via the Platforms, certain information about his Account which BOCCC may from time to time at its sole discretion decide to provide to the Customer via e-Statements, including, without limitation, the balance of the Account and details of the transaction effected by the use of the Card which has been posted to the Account but not yet recorded in any Statement.

7.2 Any Customer holding Qualified Accounts shall be eligible for using the Online Statement Service upon registration of the Log-in Account in the manner as prescribed in these terms and conditions.

7.3 BOCCC reserves the right to refuse any Customer's use of Online Statement Service at its



discretion without giving any reason thereof.

7.4 Upon BOCCC's acceptance of any Customer's use of the Online Statement Service:

- (a) e-Statement shall be available on the Platforms on the day after the date of issue of the Statement;
- (b) should the Customer opt not to receive paper statement, the Customer acknowledges that the availability of the e-Statement constitutes delivery of such Statement by BOCCC to him;
- (c) the Customer may receive a message issued by BOCCC to the Designated Email or SMS informing him when his e-Statement is available in the Platform; and
- (d) paper form Statement(s) may cease to be posted to the Customer.

**7.5 The Customer further agrees to review and examine the e-Statements in a timely manner and contact BOCCC forthwith if there is any delay or failure in the delivery of the e-Statements.**

**7.6 Upon registration for and by use, access or operation of the Online Statement Service, the Customer acknowledges the inherent risks in accessing, browsing and downloading the e-Statements through electronic means.**

**7.7 The Customer acknowledges and agrees that he is solely responsible for:**

- (a) **ensuring that the Electronic Device is capable of accessing, browsing and downloading e-Statements; and**
- (b) **checking the Designated Email, the Platforms and electronic mails in relation to his use of the Online Statement Service.**

**7.8 The Customer acknowledges that:**

- (a) **BOCCC is not under any duty to issue any encrypted electronic mails to him;**
- (b) **the security of transmission of information to him through the Designated Email or SMS, the Platforms or other means from time to time adopted by BOCCC is not guaranteed;**
- (c) **there may be errors, delay, Viruses or interception or amendment by unauthorized persons to the information transmitted by BOCCC to him; and**
- (d) **communications through the Designated Email or other electronic mails are not completely reliable and secure and he shall not send notices that is in its nature sensitive or confidential to BOCCC using such means.**

**7.9 The Customer shall promptly review all e-Statements issued to him from time to time and if there is any unauthorized transactions, the Customer shall notify BOCCC within the applicable time limit (i.e.60 days for credit card and 90 days for other products) from the date of statement appearing on the relevant e-Statement, regardless of the date when the Customer accesses such e-Statement.**

7.10 The Customer shall in all circumstances make payments to BOCCC in respect of his Card in accordance with the requirements of the Agreements whether or not he has duly received or viewed the corresponding e-Statement.

## **8 Specific provisions for Online Bill Payment Services**

8.1 The Online Bill Payment Service is one of the services under the Online Services whereby the Customer may give instructions ("**Payment Instructions**") to BOCCC via the Platforms for the purpose of effecting settlement of bills issued by Selected Merchants either to the Customer or any other party ("**Bill Party**").

8.2 The Customer agrees to provide all information and observe all procedures as BOCCC may require in order to give, modify or cancel any Payment Instructions or to amend any information given by the Customer to and maintained by BOCCC.

8.3 In respect of each Payment Instruction, the Customer shall specify the category and name of the Selected Merchant, the account/bill number and the type of the relevant bill, the Customer's Qualified Account number, the Payment Amount, the Payment Date and such other information as BOCCC may from time to time deem appropriate.

8.4 If the Customer chooses to effect Payment Instructions on a regular basis, the Customer shall, in addition to the information required under Clause 8.3 above, specify a date on which a Payment Instruction is intended to be effected in each calendar month (each such date shall be regarded as a Payment Date for the purpose of this Clause 8 and if there is no corresponding date in a particular calendar month, any such date shall fall on the last date of that calendar month) and the date after which no similar Payment Instruction shall be effected. The Customer acknowledges and agrees that BOCCC may refuse to effect any pending Payment Instructions without giving any reason therefor.

**8.5 BOCCC is under no obligation to verify the correctness of any information provided by the Customer and may refuse to act on any Payment Instruction if it believes in good faith that the information given in respect thereof is incorrect or incomplete. By giving a Payment Instruction or a series of Payment Instructions to BOCCC respectively under**

**Clauses 8.3 or 8.4 above, the Customer is deemed to have authorized BOCCC to debit an amount equal to the Payment Amount from the Qualified Account specified by him in accordance with Clause 8.7 unless such Payment Instruction is subsequently cancelled and accepted by BOCCC in accordance with Clause 8.6.**

- 8.6 A confirmation will be provided to the Customer via the Platforms or by such other means as BOCCC may deem appropriate for any successful registration of Payment Instructions. The Customer acknowledges that any message confirming such registration shall not be treated as an undertaking by BOCCC to execute the relevant Payment Instruction and BOCCC gives no such undertaking. The Customer shall have the right to cancel any Payment Instructions provided that such cancellation request shall be submitted to and actually received by BOCCC via the Platforms by not later than the Specified Time on the Business Day immediately prior to the Payment Date.
- 8.7 Unless BOCCC receives a valid request for cancellation of a Payment Instruction, BOCCC will execute the same on the relevant Payment Date by debiting an amount equal to the Payment Amount from the Qualified Account specified by the Customer and paying the same amount to the relevant Selected Merchant in such manner as BOCCC may think fit in settlement of the bill to which the Payment Instruction relates for and on behalf of the Customer. Notwithstanding anything herein to the contrary, the Customer acknowledges and agrees that BOCCC may effect a Payment Instruction within 2 Business Days after the relevant Payment Date and the Customer shall ensure that such processing time is taken into account when instructing BOCCC of the Payment Date. BOCCC shall not concern itself with the actual due date of the relevant bill issued by the Selected Merchant to the Bill Party and shall in no event be liable for any claims from the Selected Merchant against the Bill Party for late payment of any bills. **All Payment Instructions executed by BOCCC shall be irrevocable and binding on the Customer. BOCCC shall not be under any duty to inform the Customer whether a Payment Instruction has been executed and it is the Customer's responsibility to enquire with BOCCC whether any Payment Instruction has been executed.**
- 8.8 The Customer shall ensure that there will be, at all relevant times, sufficient credit limit in the Qualified Account specified by him for the purpose of execution of any Payment Instructions. The Customer acknowledges and agrees that BOCCC may at its discretion and without approval from or notice to him execute any Payment Instructions notwithstanding any insufficiency. **The Customer shall be fully responsible for any advance or debit balance created as a result.**
- 8.9 A handling fee shall be charged for every Payment Instruction in respect of which the

Selected Merchant is categorized by BOCCC as "Banking and Credit Card Services", "Credit Services", "Securities Broker" or such other categories as BOCCC may prescribe from time to time. **Any such handling fee shall be charged at such rate as BOCCC may from time to time stipulate in the Fees Schedule for a balance transfer transaction of an equivalent amount and debited to the relevant Qualified Account.**

8.10 The Customer shall resolve any claim, complaint or dispute relating to any bill settled or to be settled through the Online Bill Payment Service directly with the relevant Selected Merchant and BOCCC may, but is not obliged to, provide assistance to the Customer for this purpose.

8.11 The Customer warrants that:

- (a) in respect of any Payment Instructions affecting a Bill Party, he has obtained the consent of, and acted in accordance with the instructions given by, the Bill Party in connection with his giving, modifying, viewing or otherwise dealing with any personal data or other information of the Bill Party; and
- (b) **he is responsible for the punctual payment of all the bills settled through the Online Bill Payment Service and will notify the Bill Party for late or unsuccessful payment of any bills affecting a Bill Party.**

8.12 For the purpose of this Clause 8:

- (a) "**Payment Amount**" means, in respect of a Payment Instruction, the amount payable to a Selected Merchant under a bill issued either to the Customer or to some other third parties and specified as such by the Customer via the Platforms;
- (b) "**Payment Date**" means, in respect of a Payment Instruction, the date on which the Payment Amount is intended by the Customer to be paid to the relevant Selected Merchant and specified as such by the Customer via the Platforms and if any Payment Date shall fall on a date which is not a Business Day, such Payment Date shall automatically be postponed to the next Business Day;
- (c) "**Selected Merchant**" means any merchants selected by BOCCC from time to time and notified by BOCCC to the Customer which bill may be settled by the Customer by using the Online Bill Payment Service; and
- (d) "**Specified Time**" means such time as BOCCC may from time to time determine and communicate to the Customer through the Platforms or any other means as BOCCC thinks fit.

## **9 Undertakings and Warranties by the Customer**

- 9.1 The Customer agrees to provide such information as BOCCC or BOCHK may from time to time require for the purpose of or in connection with the provision by BOCCC or BOCHK of services under the Online Services to the Customer. The Customer warrants that any such information provided to BOCCC or BOCHK is true and complete when provided and undertakes with BOCCC and BOCHK to keep such information true, complete and up-to-date for so long as the Customer maintains a Log-in Account with BOCHK.
- 9.2 The Customer undertakes not to :-
- (a) assign to any third party the use of or otherwise allow any third party to use any services offered under the Online Services;
  - (b) post, email, upload or otherwise transmit any unsolicited or unauthorized advertising or promotional material, junk mail, spam or chain email or any other material to the Platforms except where specifically authorized by BOCCC;
  - (c) hack into or otherwise gain access to any part of the Platforms the access of which is not authorized by BOCCC; and
  - (d) reproduce or copy any content and software from the Platforms or sell or assign his use of any service offered under the Online Services to any other person or to allow any other person to use his Authenticators and/or the One-Time-Password to gain access to the Platforms and the services provided under the Online Services.

## 10 **Personal Data**

- 10.1 The Customer authorizes BOCCC and/or BOCHK to transmit any information relating to the Customer, the Log-in Account, any instructions given by the Customer and/or any transactions conducted through the Online Services (collectively "**Customer Data**") as between BOCCC and BOCHK themselves or to any third party which BOCCC and/or BOCHK may deem necessary for implementation of any instruction given by the Customer or the provision of services offered under the Online Services to the Customer.
- 10.2 The Customer authorizes BOCCC and/or BOCHK to preserve or store and to disclose or transfer the Customer Data as between BOCCC and BOCHK themselves or to any person if BOCCC and/or BOCHK is required to do so under any applicable laws or regulations or pursuant to any court order, or if BOCCC and/or BOCHK in good faith believes that such preservation, storage, disclosure or transfer is reasonably necessary to comply with the applicable laws and regulations or any legal process, to enforce any of these terms and

conditions, to respond to any claim that the Customer Data infringes any third party right or for the protection of the rights, interests and property of BOCCC and/or BOCHK or any other person.

**10.3 The Customer acknowledges and agrees that BOCCC and/or BOCHK may use and authorizes BOCCC and/or BOCHK to disclose as between BOCCC and BOCHK themselves or to any third party the Customer Data in accordance with their respective Data Policy Notices (or such other document(s) issued under whatever name from time to time by BOCCC and/or BOCHK relating to their general policies on use, disclosure and transfer of personal data) as the same may be amended from time to time.**

## 11 Maintenance of the Platforms

**11.1 Both BOCCC and BOCHK shall not be liable for the inaccessibility of the Log-in Account and/or the Online Services by any Customer at any time and from time to time.**

11.2 The Customer acknowledges that while BOCCC and BOCHK shall exercise reasonable endeavour to provide access to the Log-in Account and the Online Services to the Customers, some or all of such services may not be available at certain times due to maintenance and/or computer, telecommunication, electrical or network failure or any other causes beyond the reasonable control of BOCCC and/or BOCHK.

## 12 Liabilities of the Customer

**12.1 Except as provided in Clause 4.5 of these terms and conditions, the Customer shall be liable and responsible for all liabilities arising from or in connection with his use of the Log-in Account and/or the Online Services and/or access to the Platforms and/or reliance on or use of any information displayed in the Platforms.**

**12.2 Unless the losses and damages were caused by negligence or wilful neglect of BOCCC or BOCHK, the Customer shall compensate and indemnify BOCCC and/or BOCHK for and keep them indemnified against:**

- (a) **all direct and indirect losses, damages, costs or expenses (including, without limitation, accounting, legal and other professional advisors' fees) incurred by BOCCC and/or BOCHK on an indemnity basis in connection with any breach of the terms herein by the Customer and/or enforcement thereon by BOCCC and/or BOCHK; or**

- (b) any claim, proceeding, loss, damage or expense (including, without limitation, accounting, legal and other professional advisors' fees) that may arise to be incurred by BOCCC and/or BOCHK in connection with the provision of the Log-in Account and/or the Online Services to the Customer, whether or not arising from or in connection with the Customer's improper use of the Log-in Account and/or the Online Services or any damage to the Electronic Device (or other computer hardware, devices, facilities or software) as a result of accessing and/or using the Log-in Account and/or the Online Services.

12.3 Neither BOCHK nor BOCCC shall request the Customer to provide his Account, security details or personal data by electronic means or through hyperlinks. In case the Customer receives such request, the Customer shall inform BOCCC and BOCHK as soon as possible and shall assist BOCCC and BOCHK to report the same to the police if necessary.

### 13 Obligations of the Customer

#### 13.1 The Customer shall take all steps to:

- (a) ensure that the Electronic Device is adequately secure when accessing the Platforms;  
(b) adopt the security procedures from time to time stipulated by BOCCC and BOCHK in connection with his use, access and/or operation of the Log-in Account and the Online Services; and  
(c) ensure that the Electronic Device is not connected to any other computer or network which someone else may observe, copy or trace his access or obtain access to the Log-in Account and the Online Services.

#### 13.2 The Customer shall take all steps not to:

- (a) allow anyone else to use, access or operate the Log-in Account or the Online Services, whether authorized or unauthorized; and  
(b) leave the Electronic Device unattended while he is online to or he is accessing the Log-in Account or the Online Services.

13.3 Should the Customer fail to comply with any of the requirements in Clause 4.1, Clause 4.4, Clause 13.1 and Clause 13.2 of these terms and conditions, the Customer shall bear all losses or damages howsoever arising therefrom.

### 14 Liabilities of BOCCC and BOCHK

**14.1 BOCHK shall under no circumstances be liable for any direct, incidental, special or consequential loss or damage suffered by the Customer as a result of the provision of the Log-in Account via the Platforms or the use of the Log-in Account by the Customer including but not limited to the following whether or not BOCHK has been advised of the possibility of any such loss or damage:-**

- (a) the unavailability of the Platforms or otherwise the inaccessibility of the Log-in Account;**
- (b) any transaction conducted by the Customer through the Log-in Account;**
- (c) any delay and/or inaccuracy of any information displayed on the Platforms;**
- (d) any unauthorized use of the Authenticators and/or the One-Time-Password by any person;**
- (e) any failure and/or delay in the transmission of instructions, passwords, confirmation or any other information between the Customer and BOCHK;**
- (f) any loss or corruption of the Customer Data or any other information stored in any computer system maintained and/or operated by or on behalf of BOCHK for the purpose of the Log-in Account; or**
- (g) any damage to any computer hardware, software or any other equipment or any loss or corruption of data or information of the Customer as a result of the Customer accessing the Log-in Account via the Platforms.**

**14.2 BOCCC shall under no circumstances be liable for any direct, incidental, special or consequential loss or damage suffered by the Customer as a result of the provision of the Online Services by BOCCC or use of the Online Services by the Customer including but not limited to the followings whether or not BOCCC has been advised of the possibility of any such loss or damage:-**

- (a) the unavailability of the Platforms, delay or failure in transmitting the One-Time-Password or otherwise the inaccessibility of any service offered under the Online Services;**
- (b) any transaction conducted by the Customer through the Online Services;**
- (c) any delay and/or inaccuracy of any information displayed on the Platforms;**
- (d) any unauthorized use of the Authenticators and/or the One-Time-Password by any person;**
- (e) any failure and/or delay in the transmission of instructions, passwords, confirmation or any other information between the Customer and BOCCC;**
- (f) any loss or corruption of the Customer Data or any other information stored in any computer system maintained and/or operated by or on behalf of BOCCC for the**



purpose of the Online Services; or

- (g) any damage to any computer hardware, software or any other equipment or any loss or corruption of data or information of the Customer as a result of the Customer accessing the Online Services via the Platforms.

14.3 Although BOCCC and BOCHK shall exercise reasonable care to ensure the confidentiality and security of the Customer Data, the Authenticators and the One-Time-Password, neither BOCHK nor BOCCC shall make any guarantee on the absolute confidentiality and security in respect thereof especially in circumstances (without limitation) where criminal activity is involved. The Customer acknowledges the inherent risks in transmitting information over the Internet or through any telecommunication media or storing data electronically in computer servers and agrees that BOCCC and BOCHK shall not be responsible for any loss or damages incurred as a result of performing any of their obligations under these terms and conditions.

14.4 Except as otherwise required by law, BOCCC and BOCHK make no representations or warranties (whether express or implied) of any kind about the Log-in Account and the Online Services including, without limitation, any warranty as to merchantability or fitness for a particular purpose.

14.5 BOCCC and BOCHK make no representation or warranty and disclaims all implied representation or warranty:

- (a) in respect of each of the Log-in Account and the Online Services, as to its title, accuracy, completeness or standard and fitness for a particular purpose;
- (b) as to the non-interruption, reliability and efficiency of the Log-in Account and the Online Services and the Customer's use thereof; and
- (c) that the Log-in Account and the Online Services or any component thereon is error-free and Virus-free.

## 15 Amendments

15.1 BOCCC reserves the right to amend or vary these terms and conditions by giving not less than 60 days' prior notice to the Customer either by email or displaying an announcement on the Platforms or otherwise by any means as BOCCC may in its absolute direction thinks fit. Any such amendment or variation shall become effective and binding on the Customer if the Customer continues to maintain the Log-in Account or use any services offered under the Online Services on or after the date when such amendment or variation takes effect.

15.2 If the Customer does not accept the proposed change by BOCCC, the only recourse available to the Customer is to terminate the Online Services in accordance with these terms and conditions and/or the Agreements.

## 16 **Miscellaneous**

16.1 Notwithstanding the suspension or termination of any services offered under the Online Services for any reason, the Customer shall continue to be bound by these terms and conditions to the extent that they relate to any obligation or liability of the Customer which remains to be performed or discharged by the Customer.

16.2 In the event that any provision of these terms and conditions is found to be invalid, unenforceable or illegal for any reason, the invalidity, unenforceability or illegality thereof shall not affect the other provisions of these terms and conditions which shall remain in full force and effect.

16.3 No act, delay to act, or omission by BOCCC or BOCHK shall affect its rights, powers or remedies under these terms and conditions or any further or other exercise of such rights, powers or remedies by BOCCC or BOCHK.

16.4 These terms and conditions shall be governed by and construed in accordance with the laws of the Hong Kong and the Customer hereby irrevocably submits to the non-exclusive jurisdiction of the Hong Kong courts.

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