

BOC Credit Card (International) Limited
Terms and Conditions for BOC Mobile Payment Services

These terms and conditions are applicable to and govern the use of the BOC Mobile Payment Services (as defined below) provided by BOC Credit Card (International) Limited (the "Company") and supplemental and deemed to be incorporated into the user agreement(s) governing the use of the Card (the "User Agreement").

Please read these terms and conditions carefully. By using the BOC Mobile Payment Services and/or the related services and facilities from time to time available through the BOC Mobile Payment Services, the Cardholder (as defined below) agrees 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 Company according to Clause 30 below and be posted on the BOCHK e-Wallet App (as defined below), the Cardholder should read these terms and conditions carefully whenever using the BOC Mobile Payment Services. The Cardholder shall be deemed to have agreed to the revised terms and conditions if he/she continues to use the BOC Mobile Payment Services following any changes to these terms and conditions.

Definitions

1. Terms and expressions defined in the User Agreement 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 User Agreement in respect of the BOC Mobile Payment Services, these terms and conditions shall prevail.

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

"Bank" means Bank of China (Hong Kong) Limited, Nanyang Commercial Bank, Limited, Chiyu Banking Corporation Limited, or all of them;

"BOC Mobile Payment Services" means the payment application or function provided under the BOCHK e-Wallet App which enables a transaction to be executed by placing the NFC Device, pursuant to these terms and conditions, close to a designated electronic terminal;

"BOCHK e-Wallet App" means the electronic wallet mobile application of the Bank which the Cardholder may download from relevant mobile application stores for using the BOC Mobile Payment Services, which shall include all ancillary and sub-applications provided by the Bank or any other member of the BOC Group under the BOCHK e-Wallet App from time to time;

"Card" means any credit card(s) issued by the Company referred to in the User Agreement whether in physical card form and/or in Mobile Card form, and for the purpose of these terms and conditions, shall be deemed to include physical card form and/or Mobile Card form of the Card as the context so requires or allows and the terms **"Cardholder"** and **"Account"** shall be construed accordingly;

"BOC Group" means BOC Hong Kong (Holdings) Limited and its subsidiaries, including Bank of China (Hong Kong) Limited, the Company, BOC Group Life Assurance Company Limited, Po Sang Futures Limited, BOCHK Asset Management Limited (each a 'BOC group company') and each BOC group company's holding companies, branches, subsidiaries, representative offices

and affiliates, wherever situated and affiliates include branches, subsidiaries, representative offices and affiliates of each BOC group company's holding companies, wherever situated;

"Mobile Card" means a virtual form of the Card stored or to be stored in the Secure Element for effecting transactions at applicable electronic terminals, which may be issued by the Company in the form of a Mobile Card account number or a Secure Element containing a Mobile Card to the Cardholder but no physical card will be issued in respect of the Mobile Card;

"NFC Device" means an designated electronic device with near-field communication ("**NFC**") capabilities, which may take the form of a smartphone with built-in NFC function or other form of device, with a Mobile Card to support the use of the BOC Mobile Payment Services, and the type or model of such electronic device is subject to change or cancellation by the Company from time to time without prior notice; and

"Secure Element" means a hardware device for the installation of the Mobile Card, supplied in a form(s) and in a manner(s) as prescribed by the Company or the Bank from time to time, which may be installed in an NFC Device, for activating the BOCHK e-Wallet App and using the BOC Mobile Payment Services.

Effect of these terms and conditions

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

Use of the BOC Mobile Payment Services

4. The use of the BOC Mobile Payment Services is subject to these terms and conditions. By using the BOC Mobile Payment Services under the BOCHK e-Wallet App, the Cardholder confirms and agrees to be bound by these terms and conditions and the relevant User Agreement.
5. The BOC Mobile Payment Services shall only be made available to a Cardholder:
 - (a) whose Card is determined at the Company's sole discretion to remain valid and in good standing;
 - (b) who maintains an NFC Device;

- (c) who has received the Mobile Card from the Company; and
 - (d) who has successfully installed and activated the BOCHK e-Wallet App.
6. The Cardholder shall, as soon as reasonably practicable, upon receipt of the Mobile Card or Secure Element which contains the Mobile Card, follow the guidance and instructions provided by the Company to gain access to and use the BOC Mobile Payment Services and designate a personal identification number (“**Designated PIN**”) during the installation and initialization process of the BOC Mobile Payment Services. The Cardholder shall immediately confirm receipt of the Mobile Card with the Company by means prescribed by the Company from time to time. The Cardholder shall be solely responsible for any failure or delay in doing so.
7. Notwithstanding any other provisions of these terms and conditions to the contrary, the Company shall have no obligation (in whatsoever nature) to provide or continue to provide the BOC Mobile Payment Services to any person. The Company shall have the right to specify or vary from time to time the provision or use of the BOC Mobile Payment Services, including (but not limited to) the following:
- (a) the type(s) of the Card to which the BOC Mobile Payment Services may be made available;
 - (b) any amount limit or currency of BOC Mobile Payment Services transactions;
 - (c) any restriction, condition or specification on the availability or use of the BOC Mobile Payment Services;
 - (d) the types of NFC Device on which the BOC Mobile Payment Services may be initialized and used; and
 - (e) any fees payable to the Company in connection with the provision or use of the BOC Mobile Payment Services and/or Mobile Card.
8. The Cardholder shall act in good faith at all times in relation to all dealings with the BOC Mobile Payment Services and the Company.
9. The Cardholder agrees that he/she shall not use the BOC Mobile Payment Services for any illegal or unlawful purchase or purposes.
10. The Cardholder shall be solely responsible for all fees, charges, costs and expenses in relation to the NFC Device, data connection and other ancillary services for the purpose of using the BOC Mobile Payment Services.

Duty to take security precautions

11. The Cardholder shall take reasonable care of the Mobile Card and the Designated PIN and keep the Mobile Card safely under his/her personal control and the Mobile Card account number and Designated PIN secret. Without prejudice and in addition to the provisions of the relevant User Agreement regarding the security of a Card or PIN, the Cardholder shall also take the following security precautions where reasonably practicable:

- (a) initialize and use the BOC Mobile Payment Services and the Mobile Card in accordance with Clause 6;
- (b) never use the BOC Mobile Payment Services in an NFC 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 NFC Device);
- (c) never permit any other person to use the Mobile Card and will at all times safeguard the Mobile Card and keep it under the Cardholder's personal control and the Mobile Card account number secret;
- (d) destroy and dispose of the Mobile Card account number or Secure Element which contains the Mobile Card (if applicable) or return the Secure Element which contains the Mobile Card (if applicable) to the Company in such manner as it may direct before destroying and disposing the NFC Device in which the Mobile Card is installed;
- (e) any Mobile Card account number or Secure Element which contains the Mobile Card (if applicable) to be destroyed or disposed of by the Cardholder shall be disposed of or (in case of the Secure element which contains the Mobile Card (if applicable)) returned to the Company in such manner as it may direct from time to time;
- (f) never use any easily accessible personal information or any personal identification number or user code or password for unlocking the NFC Device as the Designated PIN;
- (g) never write down, store or record the Mobile Card account number and/or Designated PIN on the NFC Device or on anything usually kept with or near it;
- (h) never write down, store or record the Mobile Card account number and/or Designated PIN without disguising them;
- (i) use the Designated PIN for executing all BOC Mobile Payment Services transactions;
- (j) safeguard against accidental or unauthorized disclosure of the Mobile Card account number and/or Designated PIN, and change the Designated PIN regularly or where necessary;
- (k) keep customer copy of the sales slips (if available) and check them against the monthly statement as soon as reasonably practicable after the Cardholder received it;
- (l) notify the Company of any loss or theft of the Mobile Card or Secure Element which contains the Mobile Card and/or the NFC Device as soon as reasonably practicable; and
- (m) notify the Company of any suspected unauthorized transaction or use of the Mobile Card and/or the BOC Mobile Payment Services for any unauthorized purpose as soon as reasonably practicable via the designated service hotline.

Failure to use the Designated PIN for any BOC Mobile Payment Services transactions or take any security precautions in relation to the Mobile Card and/or the Designated PIN and/or the BOC Mobile Payment Services as may be recommended by the Company from time to time shall be at the sole and absolute risk of the Cardholder. The Company shall, under no circumstances, be held liable for any loss or damages suffered or incurred by the Cardholder arising or resulting therefrom.

12. Upon the occurrence of any of the following events, the Cardholder shall report as soon as reasonably practicable to the Company by phone to the 24-hour hotline number (852) 2544-2222 of the Company and thereafter confirm the same in writing within 24 hours or such other period as the Company may prescribe from time to time:
 - (a) loss and/or theft of the Mobile Card or Secure Element which contains the Mobile Card;
 - (b) unauthorized or any suspected unauthorized use of the Mobile Card or Secure Element which contains the Mobile Card and/or the Designated PIN and/or the BOC Mobile Payment Services;
 - (c) disclosure of the Mobile Card account number and/or Designated PIN to any person; and/or
 - (d) suspicion of any counterfeit secure element bearing similar data as the Mobile Card.
13. Without prejudice to the obligations under Clause 12, the Cardholder shall report the relevant event to the police and shall submit to the Company satisfactory documentary evidence of such police report as soon as reasonably practicable.

Cardholder's liability

14. The Cardholder is solely responsible for ensuring that the NFC Device and other equipment are compatible with and capable of supporting the installation, initialization and use of the Mobile Card, Secure Element and BOC Mobile Payment Services.
15. Provided that the Cardholder has acted in good faith, with due care and in a timely manner (including taking the precautions under Clause 11 and reporting loss, theft and/or unauthorized use of the Mobile Card and/or the BOC Mobile Payment Services and/or the unauthorized disclosure or use of the Mobile Card account number and/or the Designated PIN in accordance with Clause 12), the Cardholder shall not be responsible for the loss and damage incurred:
 - (a) in the event of misuse when the Mobile Card account number or Secure Element which contains the Mobile Card has not been received by the Cardholder;
 - (b) for any unauthorized transactions made after the Cardholder has duly notified the Company of the loss, theft and/or unauthorized use of the Mobile Card and/or the BOC Mobile Payment Services and/or the unauthorized disclosure or use of the Mobile Card account number and/or the Designated PIN;

- (c) when faults have occurred in the terminals or other systems used, which cause the Cardholder to suffer loss and damage, unless the fault was obvious or advised by a message or notice on display; and
 - (d) when transactions are made through the use of counterfeit cards.
16. Subject to Clause 17 and provided that the Cardholder has acted in good faith, with due care and in a timely manner (including taking the precautions under Clause 11 and reporting loss, theft and/or unauthorized use of the Mobile Card or Secure Element which contains the Mobile Card and/or the BOC Mobile Payment Services and/or the unauthorized disclosure or use of the Mobile Card account number and/or the Designated PIN in accordance with Clause 12), the liability of the Cardholder for loss, theft or unauthorized use of the Mobile Card and/or the BOC Mobile Payment Services and/or the unauthorized disclosure or use of the Mobile Card account number and/or the Designated PIN shall not exceed the maximum from time to time prescribed by the applicable law or regulatory directive.
17. Notwithstanding anything contained herein to the contrary, the Cardholder 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 Mobile Card or Secure Element which contains the Mobile Card and/or the BOC Mobile Payment Services and/or the unauthorized disclosure or use of the Mobile Card account number and/or the Designated PIN if the Cardholder has acted fraudulently or with gross negligence or has failed to comply with Clause 11 or 12 or take reasonable precautions to prevent such loss, theft and/or unauthorized use of the Mobile Card or Secure Element which contains the Mobile Card and/or the BOC Mobile Payment Services and/or the unauthorized disclosure or use of the Mobile Card account number and/or the Designated PIN, or if the unauthorized use of the Mobile Card or Secure Element which contains the Mobile Card and/or the BOC Mobile Payment Services involve(s) the use of the Mobile Card account number and/or the Designated PIN with or without the Cardholder's knowledge, and the Cardholder agrees to indemnify and keep the Company fully indemnified against all losses, damages, liabilities and all reasonable costs and expenses reasonably incurred as a result thereof.
18. The Cardholder accepts full responsibility for non-observance or violation of any provision of these terms and conditions and undertakes and agrees to fully indemnify the Company towards any loss, damage, claim, interest, conversion, any other financial charge that the Company may incur and/or suffer as a result of any such non-observance or violation on the part of the Cardholder.

Fees and charges

19. All fees, charges and interest payable by the Cardholder under these terms and conditions are more particularly set out in and shall be paid according to the Fees Schedule as the Company may issue and revise from time to time. The Company reserves the right to charge a fee which may be debited to the Account in respect of the Mobile Card and/or the BOC Mobile Payment Services in such amount(s) as specified by the Company from time to time.

Replacement of Mobile Card

20. In case of loss, theft, damage, destruction or malfunction of the Mobile Card or Secure Element which contains the Mobile Card, the Cardholder shall

immediately notify the Company and the Company may, at its discretion, replace or procure the replacement of the Mobile Card to the Cardholder. If the Company agrees to replace or procure the replacement of the Mobile Card or Secure Element which contains the Mobile Card (if applicable), any such replacement will be subject to a fee in such amount as prescribed by the Company from time to time to be debited to the Account.

Limitation on liabilities

21. Under no circumstances shall the Company be responsible for any direct loss and liability which the Cardholder may suffer or incur as a result of or otherwise relating to any use, misuse or malfunction of the Mobile Card, Secure Element or other devices provided by the Company, the BOC Mobile Payment Services and other related services offered by the Company or any goods and services obtained by the Cardholder through the BOC Mobile Payment Services, subject however to Clause 15 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 Company.
22. The Company shall not be responsible for any delay in or any error, failure or malfunction of any computer system or other equipment employed by the Company in the course of performing its obligations hereunder to the Cardholder to the extent that it is attributable to any cause beyond the Company's reasonable control.
23. The Company is not responsible for the quality or performance of the Secure Element and BOC Mobile Payment Services. The Secure Element (if applicable) and BOC Mobile Payment Services are provided to the Cardholder on an "as is" and "as available" basis. No warranty, whether express or implied, is given by the Company in relation to the Secure Element and BOC Mobile Payment Services 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.
24. The Company is not responsible for any loss or damage or virus to the Cardholder's computer, NFC 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 the installation, initialization or use of the Mobile Card, Secure Element and BOC Mobile Payment Services or any part thereof.

Disclosures

25. The Cardholder authorises the Company to handle and use any information relating to the Cardholder, any BOC Mobile Payment Services transaction and the use of the BOC Mobile Payment Services by the Cardholder (collectively "**Customer Data**"), and to disclose and transmit the Customer Data to any other member of the BOC Group, Nanyang Commercial Bank, Limited, Chiyu Banking Corporation Limited, or any third party as the Company may deem necessary for the processing or execution of any BOC Mobile Payment Services transaction or the provision of the BOC Mobile Payment Services to the Cardholder in accordance with the Data Policy Notice (as defined in the User Agreement) (or such other document(s) issued under whatever name from time to time by the Company or 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.

Termination and suspension of BOC Mobile Payment Services

26. The Cardholder may terminate the use of the BOC Mobile Payment Services and these terms and conditions by giving not less than 14 days' prior written notice to the Company provided that the Cardholder shall remain liable for all transactions effected through the use of the Mobile Card and/or BOC Mobile Payment Services notwithstanding such termination until all sums due under the Account (whether or not posted to the Account) are paid in full and duly comply with the Company's requirements and paying the fees and charges in accordance with Clause 19. Clauses 10 to 14, 17 to 19 and 21 to 25 shall survive termination of these terms and conditions.
27. Upon termination of the BOC Mobile Payment Services (whether by the Cardholder or the Company), the Cardholder shall, at his/her own costs, dispose of or return the Mobile Card or Secure Element which contains the Mobile Card (if applicable) to the Company in such manner as it may direct. Until the Mobile Card or Secure Element which contains the Mobile Card (if applicable) is disposed of or returned to the Company at its direction, the Cardholder shall continue to be liable for the use of the Mobile Card and/or BOC Mobile Payment Services and all charges arising therefrom notwithstanding termination of the BOC Mobile Payment Services. No request to terminate the use of the BOC Mobile Payment Services shall be effective unless and until the relevant Mobile Card is terminated by or disposed of or returned to the Company in such manner as it may direct.
28. The Company may at any time with or without notice or cause, suspend, cancel or terminate the provision of the BOC Mobile Payment Services and/or any services offered thereunder and/or the Mobile Card or Secure Element (if applicable) and/or disapprove any transaction proposed to be effected thereby and may not give any reason.
29. For the avoidance of doubt, upon expiration, cancellation or termination for any reason of a Card in physical card form to which the BOC Mobile Payment Services are made available, such BOC Mobile Payment Services shall also be automatically terminated at the same time.

Amendment

30. The Company 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 19) provided that the Company shall give the Cardholder not less than 30 days' notice before any change of these terms and conditions which affects fees and charges and the liabilities or obligations of the Cardholder takes effect, unless such changes are beyond the Company's control.

Law and jurisdiction

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

Miscellaneous

32. 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.
33. These terms and conditions shall be binding on each successor, personal representative and person lawfully acting on behalf of the Cardholder.
34. No failure to act, omission or delay by the Company 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.
35. The Company may assign or transfer all or any of its rights and obligations under these terms and conditions to any other member of the BOC Group and/or Nanyang Commercial Bank, Limited and/or Chiyu Banking Corporation Limited. The Cardholder shall not assign any of the rights and/or obligations under these terms and conditions.

Interpretation

36. 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.

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